

**LANCASTER-LEBANON INTERMEDIATE UNIT 13  
COLLABORATIVE SERVICES**

**CAFCO PARTICIPATION AGREEMENT**

The \_\_\_\_\_ agrees to participate in the collaborative procurement effort to purchase food, being offered through the Lancaster-Lebanon Intermediate Unit 13 (IU13) and facilitated by IU13 Collaborative Services. This agreement will be in effect for fiscal year July 1, 2021 through June 30, 2022.

Bidders will base their pricing on anticipated volumes from the entire group. As a result, districts participating will be held accountable for their requirements vs. actual quantities, and the integrity of the bid process.

**Responsibilities of Participating Entities:**

1. Adheres to CAFCO Guiding Principles.
2. Abides by all bid terms and conditions.
3. Honors the integrity of the bid process by utilizing the awarded bidders and pricing, and being accountable for procuring the requirements as indicated in the bid specifications.
4. Furnish IU13 Collaborative Services staff and Advisory Council with all requests (specifications and quantities) for new products to be included on the bid.
5. Furnish IU13 Collaborative Services staff with all information as required to facilitate the bid process.
6. Contracts, procures, and pays for goods directly from awarded bidders.
7. Forwards concerns or issues regarding the program to IU13 Collaborative Services.
8. Sign an annual Participation Agreement.

Participating entity: \_\_\_\_\_

Authorized signature / title: \_\_\_\_\_

**RETURN SIGNED DOCUMENT TO:**

EMILY LAWS  
LANCASTER-LEBANON INTERMEDIATE UNIT 13  
1020 NEW HOLLAND AVENUE  
LANCASTER, PA 17601  
FAX: 717-606-1992  
emily\_laws@iu13.org

Lancaster-Lebanon Intermediate Unit 13  
1020 New Holland Avenue  
Lancaster, PA 17601

**CAFCO Milk**  
**Invitation to Bid #201-011**  
Issued on March 2, 2021

## **Bid Invitation**

The Lancaster-Lebanon Intermediate Unit 13 (“IU13”) invites qualified vendors to submit bids to provide CAFCO Milk, according to the specifications contained in this Invitation to Bid #201-011.

Bid documents, including terms and conditions, specifications and bid format can be obtained from Steve Frey, IU13 Senior Collaborative Services Manager. See the Bid Table of Contents for further contact information.

Modifications, additions, or changes to the terms and conditions of this Invitation to Bid may be a cause for rejection of a bid. Vendors are requested to submit all bids on IU13’s official forms. Bids submitted on company forms may be rejected.

## Bid Table of Contents:

	Bid Invitation.....	Page 2
	Bid Table of Contents.....	Page 3
SECTION 1:	Background and Statement of Purpose.....	Page 4
SECTION 2:	Contacts and Bid Response Information.....	Page 4
SECTION 3:	General Terms and Conditions.....	Page 5
SECTION 4:	Scope of Work and Specific Requirements and Conditions.....	Page 12
SECTION 5:	Product Specifications.....	Page 19
SECTION 6:	CAFCO Participating Agencies and Addresses.....	Page 20

### ATTACHMENTS:

- A. Form of Proposal
- B. Non-Collusion Affidavit
- C. Addendum Acknowledgement Form
- D. Minority Enterprise Business Type
- E. Piggybacking Acceptance Agreement
- F. Bid Region Acceptance Agreement
- G. CAFCO Milk Pricing Sheet for SY 2021-22
- H. Initial District Delivery Timeline

### If missing any of the above sections, contact:

Steve Frey  
Senior Collaborative Services Manager  
Lancaster-Lebanon Intermediate Unit 13  
1020 New Holland Avenue  
Lancaster, PA 17601  
[steven\\_frey@iu13.org](mailto:steven_frey@iu13.org)

## 1. Background and Statement of Purpose

IU13, an intermediate unit formed in accordance with the laws of the Commonwealth of Pennsylvania, is an education service agency dedicated to providing products and services to both educational and public entities across the Commonwealth. IU13 is a leader in recognizing the needs of schools and implementing programs to meet those needs, with a core compelling purpose of improving student learning.

CAFCO is a collaborative food procurement effort of schools from various counties in central Pennsylvania. CAFCO participant schools are listed in section six. IU13 facilitates and awards annual bids for the CAFCO participants' requirements.

CAFCO and IU13 are interested in contracting with a qualified vendor, or vendors, who have the required expertise and resources to provide milk to CAFCO participant locations in central Pennsylvania for the 2021-22 School year. One vendor per geographical bid region (county) will be awarded based on these bid criteria. IU13 reserves the right to accept or reject any or all bids, in whole or in part, to award contracts to one or more providers, and to waive any or all informalities in connection therewith at its discretion.

## 2. Contacts and Bid Response Information

### 2.1. Contacts:

#### **Bid specific questions:**

Steven M. Frey  
Senior Collaborative Services Manager  
Lancaster-Lebanon Intermediate Unit 13  
1020 New Holland Avenue, Lancaster, PA 17601  
steven\_frey@iu13.org

### 2.2. Bid Response Information

The contract will be awarded to the lowest responsive and responsible bidder for each geographical bid region (county). The determination of the lowest bidder will be based on the majority of items with additional weight given to prices on unflavored milk and chocolate milk. Such weight will be determined in IU13's reasonable discretion. Bidders may submit bids for one or more geographical bid region (county). In the event of a tie for the lowest responsive and responsible bidder, the low bidder will be determined by coin toss, performed by the Senior Collaborative Services Manager (or his/her designee).

Vendors are required to submit the following documentation, in order, and as listed below;

1. Attachment A (Form of Bid) including *three current references*
2. Attachment B (Non-Collusion Affidavit)
3. Attachment C (Addendum Acknowledgement Form)-***as applicable***
4. Attachment D (Minority Enterprise Business Type)
5. Attachment E (Piggybacking Acceptance Agreement)
6. Attachment G. (CAFCO Milk Pricing Sheet for SY 2021-22)
7. Vendor Recall Procedures

Bids are to be submitted to IU13, 1020 New Holland Avenue, Lancaster, PA 17601, on, or before 12:00 PM noon Eastern Standard Time (EST) on Thursday April 8, 2021 Bids received after this time will not be considered. If necessary, addenda to this Bid will be issued. Vendors who have registered to receive this bid will receive all addendum announcements. Addendum receipt will be confirmed by the return of the Addendum Acknowledgement Form document which will be forwarded with all addendum announcements.

### 3. General Terms and Conditions

#### 3.1. SUBMISSION OF BIDS

IU13 is soliciting bids for CAFCO participant Milk Requirements. Bids are due at IU13, 1020 New Holland Avenue, Lancaster PA 17602 on Thursday April 8, 2021. no later than 12:00 PM noon (EST). One hard copy of the bid shall be delivered to IU13, 1020 New Holland Avenue, Lancaster, PA 17601. The bid should be marked to the attention of Steven M. Frey, Senior Collaborative Services Manager and identified as: **CAFCO Milk Bid #201-011**. Additionally, the bid shall be **submitted electronically via a supplied flash drive, which is to be included with the hard copy documentation. Only bids submitted in hard copy and electronically via a flash drive will be considered.**

#### 3.2. EVIDENCE OF RESPONSIBILITY

Any vendor submitting a bid will be required to furnish evidence in writing that such vendor (a) maintains a permanent place of business, (b) has adequate equipment, finances and personnel to furnish satisfactorily and expeditiously any equipment, goods, and services requested, and (c) is authorized by the manufacturer of any proposed equipment and, as applicable, by the Commonwealth of Pennsylvania and other applicable government bodies, to provide necessary equipment, leases, services and warranties for the items or services proposed. In addition, vendors are required to conform to all requirements of this document and furnish completely and truthfully all requested information.

**3.3. COMPLIANCE WITH BID REQUIREMENTS**

Any inability to comply with the conditions and specifications as outlined must be clearly stated in the bid. Any bid which is incomplete or contains additions, alterations, deletions, or terms and conditions not called for or allowed under the provisions of the bid documents or any other irregularities may be rejected as non-conforming.

**3.4. SELECTION OR REJECTION OF BIDS**

IU13 reserves the right to accept or reject any or all bids, in whole or in part, to award contracts to one or more vendors, and to waive any or all informalities in connection therewith at its discretion, and to select single items from any bid. Failure to comply with bid requirements in previous awards is grounds for bid rejection.

**3.5. CONTRACT**

If any bid is accepted, the contracts shall consist of the Invitation to Bid, the bid specifications applicable to this Invitation to Bid, the general terms and conditions, the bid, any addenda, and all other relevant documents along with any revisions, clarifications, error correction notices, and explanatory notes issued prior to bid opening, and the IU13's standard form purchase order or signed service agreement with the vendor who has been awarded contracts under this Bid. Vendors are required to submit, with their Bid responses, a copy of their proposed standard contract and all terms and conditions. Vendor submitting bid attests, by signing bid, that he or she understands that any final contract will be negotiated and signed in accordance with the purchasing policies of IU13 and the laws of the Commonwealth of Pennsylvania, and that the parties' contract will reflect the terms and conditions that are mutually agreed upon by IU13 and the service provider. In the case of differing or contradictory contract language, the language providing the greatest benefit to IU13 shall take precedence. The contract shall be interpreted, construed and given effect in all respects according to the laws of the Commonwealth of Pennsylvania. The term "contract" wherever worded in the singular, may be taken to refer to multiple contracts if required. The contract and the final award of this bid are contingent upon approval by the IU13 Board.

**3.6. ASSIGNMENT**

Any successful vendor shall not assign the performance of the contract nor any portion thereof to any other person without the prior written consent from IU13, which consent may be withheld by IU13 in IU13's sole discretion.

**3.7. BILLING**

All invoices shall be sent to the Business Offices of the CAFCO participants as listed in section six (6) of this Bid.

**3.8. TAXES**

IU13 and CAFCO participants are exempt from Pennsylvania state sales taxes and Federal excise taxes.

**3.9. EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The awarded vendor(s) agrees that such provision applies to any purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and the awarded vendor(s) agrees that it shall comply with such provision.

**3.10. UNIFORM GRANT GUIDANCE**

When IU13 (or the CAFCO participants) seeks to procure goods and services through a contract using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Grant Guidance,” “UGG,” or new “EDGAR”). Vendor must agree to comply with certain requirements which may be applicable to specific purchases using federal grant funds. Vendor agrees it shall make a good faith effort to work with the IU13 to provide such information and to satisfy such requirements as may apply to the contract.

**3.11. RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If IU13’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental,



developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. The awarded vendor(s) agrees to comply with the above requirements when applicable.

**3.12. SMALL AND MINORITY BUSINESS, WOMENS BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

The awarded vendor(s) shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms. To that end, the awarded vendor(s) shall (i) place qualified small and minority businesses and women’s business enterprises on solicitation lists; (ii) assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (iii) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; (iv) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; (v) use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (vi) require that, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this Section 3.12.

**3.13. BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment (31 USC 1352). Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, all bidders and awarded vendor(s) agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

**3.14. CLEAN AIR ACT**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision

that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

**3.15. CONTRACT WORK HOURS AND SAFETY STANDARDS**

Where applicable, for all IU13 contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**3.16. DAVIS BACON ACT**

When required by Federal program legislation, vendor agrees that, for all IU13 prime construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, vendor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov).

Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor's acceptance of the wage determination. Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by

any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**3.17. SIMPLIFIED ACQUISITION THRESHOLD**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Contractor default are included in the Bidding and Contract Documents and General Terms and Conditions. Any Contract award will be subject to such Bidding and Contract Documents and General Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Bid, you agree to these Contractor violation and breach of contract terms.

**3.18. TERMINATION**

The IU13 (or participant with respect to its orders under the contract) may terminate or cancel any awarded contract(s) at any time, with or without cause, by providing seven (7) business days' advance written notice to the awarded vendor(s). If the awarded contract(s) is terminated in accordance with this paragraph, the awarded vendor(s) shall only be entitled to payment for goods or services delivered prior to the termination and not otherwise returned in accordance with the return policy of the awarded vendor(s). If the awarded vendor(s) was paid for goods not yet provided as of the date of termination, the awarded vendor(s) shall immediately refund such payment(s). If the IU13 (or applicable participant) terminates any awarded contract(s) in accordance with this paragraph, the IU13 (and awarded participant) shall retain all rights and remedies allowed by law or in equity. The vendor shall not be reimbursed for loss of profit, loss of use of money, or any administrative, overhead or termination costs.

**3.19. DEBARMENT AND SUSPENSION**

Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the Office of Management and Budget, more commonly known as "OMB," guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Bidder certifies that bidder is not currently listed on the government-wide

exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Awarded vendor(s) further agrees to immediately notify the IU13 with pending purchases or seeking to purchase from awarded vendor(s) if awarded vendor(s) is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### **3.20 DISPUTES**

Exclusive jurisdiction and venue for any dispute relating to any matters pertaining to any bid (or to any contract resulting from any bid) shall be in the Court of Common Pleas of Lancaster County Pennsylvania if IU13 is a party to such dispute. Exclusive jurisdiction and venue for any dispute between the awarded vendor and a CAFCO participant relating to any matters pertaining to any contract awarded pursuant to this Bid and the participant's use of such contract shall be in the Court of Common Pleas of the county in Pennsylvania in which the CAFCO participant is located. All disputes shall be governed by the laws of the Commonwealth of Pennsylvania.

### **3.21 RIGHTS AND REMEDIES**

The rights and remedies of the IU13 and the CAFCO participants under the Contract shall not be exclusive and are in addition to, and not in limitation of, any other rights and remedies provided at law or in equity. IU13 reserves the right to waive minor irregularities or reject any and all bids provided that such action is in the best interest of IU13. Any such waiver shall not modify any remaining bid requirements or excuse the bidder from full compliance with other specifications and contract requirements. All applicable federal, state, and local laws shall be deemed to be part of the specifications

### **3.22 FORCE MAJEURE**

The occurrence of a force majeure event rendering either party unable to carry out its obligations shall excuse both parties from their obligations during any such force majeure event. The term "force majeure" shall mean events not reasonably within the control of the party claiming suspension and shall specifically include any future change in laws, rules, or regulations as may prohibit or materially frustrate the parties from carrying out the terms of the agreement.

### **3.23 TERMINATION FOR NON-APPROPRIATION**

IU13's or a participant's obligation to make payments during any fiscal year shall be subject to availability and appropriation of funds. When funds are not appropriated, or are removed, eliminated or otherwise not made available, to support continuation of performance in a fiscal year period, IU13 or participant shall have the right to terminate this contract or applicable order thereunder. If the contract or order thereunder is terminated as a result of IU13's or participant's

non-appropriation of funds, the vendor shall be paid only for the equipment, supplies and services properly rendered under the contract to the date of termination, and all leased equipment will be made available for pickup by the vendor or its designee. The vendor shall not be reimbursed for loss of profit, loss of use of money, or any administrative, overhead or termination costs.

#### 3.24 **LIABILITY**

The vendor shall indemnify and hold harmless IU13 and CAFCO participants and each of their respective directors, officers, employees and agents of and from all damages, costs (including reasonable counsel fees), claims, demands, actions and causes of action which relate to or arise by reason of any act or omission of contractor (or any of contractor's directors, officers, employees, agents, representatives, contractors or business invitees), whether such act or omission is intentional, reckless, negligent or inadvertent.

### **4. Scope of Work and Specific Terms and Conditions**

#### 4.1. **LENGTH OF CONTRACT**

The contract will commence on July 1, 2021 and continue through June 30, 2022.

#### 4.2. **QUANTITIES**

Quantities will be determined at time of order by each CAFCO participant.

#### 4.3. **PRICING**

Pricing shall be submitted on the attached Pricing Bid Spreadsheet marked as Attachment G. The Pricing Spreadsheet has a separate tab for each geographical region (county). It is understood that the commodity (milk) and discount pricing will change during the course of this contract term. Delivery cost and available and applicable discount pricing will remain firm through the term of the contract as submitted on the Pricing Bid Spreadsheet.

#### 4.4. **FOOD RECALL PROCEDURES**

Each Bidder, as part of their bid response, shall provide documentation outlining the bidder's food recall procedures. This information shall include, but not be limited to, the following:

- Written Procedures
- Communication Plans
- Event Protocols
- Recall Contact Individuals

Each CAFCO Participant will provide the awarded vendor(s) with contact information to be used in the event of a food recall. This information will include, at a minimum, the participant's contact

name, title, phone number and email address. Information shall be supplied for both a primary and secondary recall contact. This information will be supplied to the awarded vendor(s) upon the start of the contract.

**4.5. PURCHASE OF ITEMS NOT SPECIFIED ON THE BID**

During the term(s) of a contract awarded under this solicitation, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the Program. All bids shall contain a markup percentage for items not specified on the bid, and which may be purchased on an as needed basis by CAFCO participants. This markup percentage shall be documented on the bottom of the bid item worksheet. Both parties agree that the aggregate value of added purchases during each year of the contract, if renewable, shall not exceed 10% of the estimated total value of the contract. The total value of the contract must be agreed upon and the dollar value listed in every contract and contract renewal. Such additions may be included in the awarded contract list during the contract renewal through a contract amendment, and the total contract value adjusted accordingly. For each contract renewal, the total actual value of the contract in the preceding year and the additions made during the contract term, will be the basis for determining the maximum dollar amount (not to exceed 10%) of additional goods that will be allowed during the next contract renewal year.

**4.6. REPORTS**

The awarded vendor(s) may be required to submit a total product utilization report (sales velocity report) for all items purchased under this bid during the contract term to IU13 by no later than August 1, 2022. This report should be supplied in electronic format. Information on the total product utilization report shall be organized by participant and, at the minimum, include item number, brand, item description, pack size, and sold quantity. Monthly product utilization reports are desired, but not required, to be submitted to IU13.

**4.7. DELIVERY TIME AND LOCATION**

The prices quoted shall be for deliveries to schools designated by CAFCO participants. See section six (6) for a listing of CAFCO participants billing addresses, phone numbers and contacts.

- a) Delivery points and addresses will be established by CAFCO participants.
- b) Deliveries shall be made on a regular basis to each CAFCO participant, except school holidays and closing days (due to inclement weather) at which time alternative delivery days shall be mutually agreed upon.
- c) Deliveries schedules, days and times shall be mutually agreed upon by each CAFCO participant and vendor.

- d) Drivers and helpers may be requested to deliver merchandise into designated storage areas at each school. To the extent that a Limited Service Discount applies, deliveries shall be in accordance with that standard.
- e) Initial Deliveries: See Attachment H-Initial District Delivery Timeline, for information concerning CAFCO participant opening day and initial delivery dates. Initial deliveries will be expected by the dates indicated on this spreadsheet.
- f) Drivers and helpers may be requested to receive an authorized school receiver's signature. The authorized school receiver will verify the accuracy of items, quantities of each item, total quantities, and condition of merchandise. Variations from the norm, i.e. shortages, damages, etc. shall be noted on each ticket by the authorized school receiver and initialed by both the truck driver and authorized school receiver.

#### 4.8. ITEM SUBSTITUTIONS / SHORTAGES

If the awarded vendor(s) is temporarily out of stock of a particular item, the individual CAFCO participant may, but shall not be obligated to, approve the delivery of an equal or superior product at an equal or lower price. Substitutions should exist only in “emergency” situations. Substitutions can be made only upon prior approval of the individual CAFCO participant. In the case of shortages by the awarded vendor, IU13 or CAFCO participant, after notice (oral or written), may procure the necessary products from other sources and hold the awarded vendor(s) responsible for any excess cost incurred. ***In all cases mentioned above, the responsible bidder shall be responsible to notify the individual CAFCO participant 24 hours before the out-of-stock or substituted item is scheduled to be delivered to the CAFCO participant. Repeated instances of default as mentioned above may result in the removal of the awarded vendor(s) from future bidding.***

#### 4.9. STATEMENTS

If requested by the individual CAFCO participants, the awarded vendor shall submit statements for individual CAFCO participant. Each statement shall include a summary of invoices and credits for the specified period for the requesting CAFCO participant. Statements may be submitted more often than monthly, but only upon the mutual agreement of both parties. An established procedure shall be designated for any necessary credits.

#### 4.10. SAFETY DATA SHEETS

Material Safety Data Sheets required by the U.S. Department of Labor, Occupational Safety & Health Administration shall be supplied in the bid packet for all items bid, where applicable, and shall also be provided with each individual shipment of goods, when applicable.

#### 4.11. **BUY AMERICAN**

The Warren F. Goodling Child Nutrition Reauthorization Act of 1998, as may be amended, requires sponsors of the National School Lunch Program to buy domestic commodities or products for use in meals to the maximum extent possible. Specification of product origin, based on the Nutrition Labeling and Education Act of 1990, as may be amended, mandates that the country of origin for both domestic and imported food products be identified on the product label. Products bid **MUST** comply with the foregoing regulations and all applicable federal, state and local laws and regulations.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of ten (10) day(s) in advance of delivery. The request must include the following information:

1. The alternative substitute(s) that are domestic and meet the required specifications. Include both the price of the domestic food alternative substitute(s), and the availability of the domestic alternative substitute(s) in relation to the quantity ordered.
2. Reason for exception: limited/lack of availability or price. Include the price of the domestic food product, and the price of the non-domestic product that meets the required specification of the domestic product.

#### 4.12. **VENDOR QUALIFICATIONS**

Before any bid can be accepted, a bidder must be deemed qualified, in the judgment of IU13, to perform as required herein. A bid may be rejected if a bidder fails to meet any one of the following qualifications:

1. Product Line  
It must be clearly evident to IU13 that a bidder is capable of prompt delivery of all items on the list to be awarded to the bidder.
2. Bidders Evidence of Responsibility  
A bidder may be required to furnish evidence in writing that the bidder (a) maintains a permanent place of business, (b) has adequate equipment, finances and personnel to furnish satisfactory and expeditiously the items bid, and (c) is an authorized dealer which is authorized to provide all necessary services and warranties for the items bid.



3. Facilities and Equipment

Bidders must have adequate warehouses for supplying contract products. Conditions for storing chilled and frozen products must be applied, as recommended and as may be amended by the Refrigeration Research Foundation. Delivery temperatures of frozen and chilled food shall be in accordance with the Association of Food and Drug Officials (AFDOS) Code as recommended by the United States Food and Drug Administration. CAFCO participants and the IU13 shall have the right, but not the obligation, to monitor all processes and controls in accordance with, and as required by, current Hazard Analysis and Critical Control Points (HACCP) regulations.

4. Sanitation Requirements

CAFCO participants and IU13 may, but shall not be obligated to, inspect bidder facilities prior to bid award, and the awarded vendor's facilities on a routine basis. Facilities and operating practices must be in compliance with the United States Food, Drug, and Cosmetic Act, as may be amended, and all applicable federal, state and local laws and regulations.

**4.13. STANDARD CONTRACT CONDITIONS**

1. The contract shall be governed in all respects as to validity, the construction, capacity, performance, or otherwise by the laws of the Commonwealth of Pennsylvania. Exclusive venue and jurisdiction for resolution of any disputes shall be by non-jury trial in the Lancaster County, Pennsylvania, Court of Common Pleas if IU13 is a party, or in the applicable Court of Common Pleas in the county in which the CAFCO participant is located if IU13 is not a party.
2. Awarded vendors providing services under a contract herewith assure IU13 and CAFCO participants that they conform to the provisions of the Civil Rights Act of 1964, as amended.
3. State Sales and Use Tax Certificate of Exemption form will be issued upon request.
4. Deliveries under the contract must be free of excise or transportation taxes, except when such a tax is part of the bid price and participants are not exempt from such levies.
5. The awarded vendor agrees to retain all books, records and other documents relative to the contract for three (3) years after final payment. IU13, their authorized agents, and/or State auditors, and CAFCO participants, their authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
6. Product Protection Guarantees. School districts have "automatic" product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name

and address appear on the package is the responsible party. Awarded vendors are expected to take immediate action to correct any situation in which product integrity is violated.

7. The awarded vendor shall comply with all applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with awarded vendor's performance of work under the contract, awarded vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or handicap. Additionally, all applicable federal, state and local laws and regulations shall be deemed to be part of the contract and specifications, and the awarded vendor shall be responsible for compliance therewith.
8. Coupons. The awarded vendor(s) shall ensure all applicable coupons and rebate opportunities are made available to the CAFCO participants during the course of the contract term.

#### 4.14. **INSURANCE REQUIREMENTS**

Bids shall contain an Insurance Certificate providing proof to IU13 that the vendor maintains an appropriate level of insurance coverage. The successful vendor will be required to provide a supplemental certificate indicating IU13 (and the applicable CAFCO participant upon request) as additionally insured. See specific details following:

- Vendor shall maintain, at its expense, the following insurance coverage during the Term of this Agreement (and while any orders to CAFCO participants are outstanding):
- Workers' Compensation Insurance, disability benefit, and other social insurance as required by the laws of the Commonwealth of Pennsylvania or any other state in which the contractor operates; and
- Professional Liability, comprehensive general liability, automotive liability (including all owned, non-owned and hired vehicles) and property damage insurance, including suppliers, products and completed operations and contractual liability endorsements, with a combined single limit of at least \$1,000,000 each per occurrence with not more than \$1,000 per occurrence deductible or self-insurance retention.
- All such insurance policies shall name IU13 (and upon request the CAFCO participant) as an additional insured and shall require at least ten (10) days' notice to IU13 (or applicable CAFCO participant) prior to cancellation, termination or expiration. Vendor shall submit to IU13 (and CAFCO participant, if requested) insurance certificates ("Certificates") evidencing required insurance coverage and compliance prior to or upon award of the contract (or placement of an order), on the yearly anniversary date of the contract (if still in effect) and

at any other time or times upon IU13's (or a CAFCO participant's) request. If the vendor seeks a waiver of any the above insurance requirements, the reasons must be submitted in writing to IU13 and the waiver is not effective until approved in writing by IU13 (and CAFCO participant, if applicable) (which approval may be withheld in IU13's sole discretion).

**4.15. PIGGYBACK CLAUSE**

Pursuant to Section 1902 of Act 57 of 1998, as amended, 62 Pa. C.S. § 1902, known as the "Commonwealth Procurement Code," school districts (and other public procurement units) are permitted to purchase services, supplies, materials, equipment, and other personal property under the terms of a contract entered into by another awarding or sponsoring public procurement unit. This process is commonly known as "piggybacking". IU13, which is the awarding entity under this contract, is willing to make this option available to other public procurement units in addition to the participants listed below for the items and services that are the subject of this bid, provided the bidder indicates its agreement at the time it submits its bid to IU13. Piggybacking is limited to other public procurement units within the vendor's awarded geographic bid region (county). Included in this bid is a "Piggyback Clause Acceptance Agreement," a copy of which is attached. All bidders providing a response to this bid shall complete and return this agreement with their bid, indicating acceptance or rejection of this option. Piggybacking will be limited to the geographical delivery area of the awarded vendors. Additionally, piggybacking during the length of this contract shall be limited to no more than ten (10) percent of the total amount of districts participating as members of CAFCO at the beginning of the contract term.

## 5. PRODUCT SPECIFICATIONS

### ITEM DESCRIPTIONS:

1. Fat Free Milk (unflavored)
  - a. 8 oz. carton
  - b. 8 oz. bottle
2. 1% Milk (unflavored)
  - a. 8 oz. carton
  - b. 8 oz. bottle
3. Fat Free Chocolate Milk
  - a. 8 oz. carton
  - b. 8 oz. bottle
4. Fat Free Strawberry Milk
  - a. 8 oz. carton
  - b. 8 oz. bottle
5. Fat Free Vanilla Milk
  - a. 8 oz. carton
  - b. 8 oz. bottle

### CATEGORY SPECIFIC DELIVERY REQUIREMENTS:

1. Delivery schedules, days and times shall be mutually agreed upon between the CAFCO participant and vendor.
2. All items must be delivered fresh and in clean, well-wrapped packages.
3. Processors must have sanitation certificate from the local board of health.
4. Delivery receipts must be left in each school with each delivery.
5. No product are to be left outside of buildings on delivery days.

## 6. CAFCO PARTICIPANT ADDRESSES

The following are the CAFCO participants as referred to in this Request for Bids. Participation in CAFCO does not guarantee participation in this bid. The addresses below are administrative offices only. Delivery addresses are as per instructions on each individual CAFCO participant's purchase orders.

1. Allentown School District, 31 S Penn St, Allentown, PA 18105, (484) 765-4011
2. Berks Career and Technology Center, 1057 County Road, Leesport, PA 19533, (610) 374-4073
3. Bermudian Springs School District, 7335 Carlisle Pike, York Springs, PA 17372, (717) 528-4113
4. Boyertown Area School District, 911 Montgomery Avenue, Boyertown, PA 19512
5. Central York School District, 775 Marion Rd, York, PA 17406, (717) 846-6789
6. Children's Home of Reading, 1010 Centre Ave, Reading, PA 19601, (610) 478-8266
7. Cocalico School District, 800 S 4<sup>th</sup> Street, PO Box 800, Denver, PA 17517, (717) 336-1413
8. Columbia Borough School District, 200 North Fifth Street, Columbia, PA 17512, (717) 684-2283
9. Conestoga Valley School District, 2110 Horseshoe Road, Lancaster, PA 17601, (717) 399-1542
10. Conewago Valley School District, 130 Berlin Road, New Oxford, PA 17350
11. Conrad Weiser Area School District, 44 Big Spring Road, Robesonia, PA 19522, (610) 693-8588
12. Cornwall-Lebanon School District, 115 E Evergreen Road, Lebanon, PA 17042, (717) 272-2031
13. Cumberland Valley School District, 6746 Carlisle Pike, Mechanicsburg, PA 17050 (717) 697-8261
14. Dauphin County Technical School, 6001 Locust Lane, Harrisburg, PA 17109, (717) 652-3170
15. Donegal School District, 1051 Koser Road, Mount Joy, PA 17552, (717) 653-1447
16. Dover Area School District, 101 Edgeway Drive, Dover, PA 17315, (717) 292-3671
17. Eastern Lancaster County School District, 669 East Main Street, New Holland, PA 17557, (717) 354-1500
18. Eastern Lebanon County School District, 180 Elco Drive, Myerstown, PA 17067, (717) 866-7117
19. Eastern York School District, PO Box 150, Cool Creek Rd, York, PA 17368, (717) 252-1555
20. Ephrata Area School District, 803 Oak Boulevard, Ephrata, PA 17522-1998, (717) 721-1513
21. Exeter Township School District, 200 Elm St, Reading, PA 19606, (610) 779-0700
22. Fairfield Area School District, 4840 Fairfield Rd, Fairfield, PA 17320, (717) 642-8228
23. Fleetwood Area School District, 801 North Richmond Street, Fleetwood, PA 19522
24. Gettysburg Area School District, 900 Biglerville Rd, Gettysburg, PA 17325, (717) 334-6254
25. Governor Mifflin School District, 10 S Waverly Street, Shillington, PA 19607, (610) 775-1461
26. Hamburg Area School District, 701 Windsor Street, Hamburg, PA 19526, (610) 562-2241
27. Hempfield School District, 200 Church Street, Landisville, PA 17538, (717) 898-5564
28. Kutztown Area School District, 50 Trexler Avenue, Kutztown, PA 19530, (484) 641-5543
29. Lampeter-Strasburg School District, 1600 Book Road, PO Box 428, Lampeter, PA 17537, (717) 464-3311
30. Lancaster Career & Technical School (Mt Joy) 432 Old Market St, Mt Joy, PA 17552, (717) 653-0901
31. Lancaster Career & Technical School (Willow Street) 1730 Hans Herr Dr, Willow Street, PA 17584, (717) 464-7050
32. Lancaster Career & Technical School (Brownstown) PO Box 519, Metzler/Snyder Rd, Brownstown, PA 17508, (717) 859-5100
33. Lancaster Mennonite School District, 2176 Lincoln Highway East, Lancaster, PA 17602, (717) 299-0436
34. Littlestown Area School District, 162 Newark St, Littlestown, PA 17340, (717) 359-4146
35. Logos Academy York, 250 West King Street, York, PA 17401-3877, (717) 843-3877
36. Mahanoy Area School District, 1 Golden Bear Dr, Mahanoy City, PA 17948, (570) 773-3443

37. Manheim Central School District, 281 White Oak Road, Manheim, PA 17545, (717) 664-8540
38. Manheim Township School District, PO Box 5134, Lancaster, PA 17606-5134, (717) 569-8231
39. Muhlenberg School District, 801 Bellevue Ave, Laureldale, PA 19605, (610) 921-8000 x3524
40. Northeastern School District, 41 Harding St, Manchester, PA 17345, (717) 266-3667 x225
41. Northern York County School District, 149 S Baltimore St, Dillsburg, PA 17019, (717) 432-8691
42. Penn Manor School District, PO Box 1001, Millersville, PA 17551, (717) 872-9500
43. Pequea Valley School District, PO Box 130, Kinzers, PA 17535, (717) 768-5530
44. Pottstown School District, 230 Beech St, Pottstown, PA 19464, (610) 970-6610
45. Red Lion Area School District, 696 Delta Road, Red Lion, PA 17356, (717) 244-4518
46. School District of Lancaster, 251 South Prince Street, Lancaster, PA 17603, (717) 299-2700
47. Schuylkill Haven Area School District, 501 East Main St, Schuylkill Haven, PA 17972, (570)-385-6705
48. Schuylkill Valley School District, 929 Lakeshore Drive, Leesport, PA 19533-8631
49. Solanco School District, 585 Solanco Rd, Quarryville, PA 17566 (717) 786-8401
50. Spring Grove Area School District, 100 East College Avenue, Spring Grove, PA 17362
51. St Joseph's Academy of York, 2945 Kinston Rd, York, PA 17402, (717) 755-1797
52. Susquehanna Township School District, 2579 Interstate Drive, Harrisburg, PA 17110, (717) 657-5100
53. Tulpehocken Area School District, 27 Rehrersburg Rd, Bethel, PA 19507, 717-933-4611
54. Twin Valley School District, 4851 N Twin Valley Rd, Elverson, PA 19520, (610) 286-8600
55. Warwick School District, 301 West Orange Street, Lititz, PA 17543, (717) 626-3734
56. West York Area School District, 1800 Bannister St, York, PA 17403, (717) 843-4653
57. Wilson School District, 2601 Grandview Blvd, West Lawn, PA 19609, (610)-670-0180
58. Wyomissing Area School Districts, 630 Evans Ave, Wyomissing, PA 19610, (610) 374-0739
59. York Academy Regional Charter School, 32 North St, York, PA 17401, (717) 801-3900
60. York County Technical School, 2179 S. Queen Street, York, PA 17402, (717) 741-0820

[END OF SECTION]

**ATTACHMENT G: PRICE PROPOSAL***ALL PRICES ARE TO BE INDICATED AS PER EACH CARTON OR BOTTLE***DAUPHIN COUNTY**

ITEM	COMMODITY COST BASED ON PMMB PRICE EFFECTIVE 4/1/2021	DELIVERY COST	SCHOOL DISCOUNT	LIMITED SERVICES DISCOUNT	ADDITIONAL DISCOUNTS	TOTAL PRICE
Fat Free Milk (unflavored) 8 oz. carton						
Fat Free Milk (unflavored) 8 oz. bottle						
1% Milk (unflavored) 8 oz. carton						
1% Milk (unflavored) 8 oz. bottle						
Fat Free Chocolate Milk 8 oz. carton						
Fat Free Chocolate Milk 8 oz. bottle						
Fat Free Strawberry Milk 8 oz. carton						
Fat Free Strawberry Milk 8 oz. bottle						
Fat Free Vanilla Milk 8 oz. carton						
Fat Free Vanilla Milk 8 oz. bottle						
Discount percentage for items not specified on bid						

## 2020-21 CAFCO Bid Schedule for the 2021-22 School Year

Fall Advisory Council Meeting (IU13)	Fall Membership Meeting (Mass Email is replacing Meeting)	Submit Participation Agreement and New Product Proposals for bid	Advisory Council Bid Spec/New Product Review Meeting (IU13)	Rough Draft of Bid Specs sent to CAFCO Advisory Council	District New Products added to Bid	Return Solicitation of Requirements for New Products	Emily meets with AC Chair to Finalize Requirements	Advisory Council Meeting (IU13)	Bid Advertise	Vendor Pre-Bid Meeting (IU13)	Bid Opening (IU13)	Advisory Council Bid Review Meeting (IU13)	Spring Membership Meeting (IU13)	IU13 Board Approval and Award	Bid Award Published
09/17/20	10/16/20	11/13/20	11/20/20	12/04/20	12/18/20	01/15/21	02/05/21	02/19/21	3/4-3/11- 3/18	03/16/21	04/08/21	04/27/21	05/18/21	06/16/21	06/24/21



# Lebanon Daily News

PART OF THE USA TODAY NETWORK

LANCASTER-LEBANON IU 13  
1020 NEW HOLLAND AVE

LANCASTER, PA 17601

Publication Cost: \$203.72

Ad No: 0004625665

Customer No: 1430083

PO #:

# of Affidavits 1

**This is not an invoice**

## Affidavit of Publication

### Proof of Publication State of Pennsylvania

**The Lebanon Daily News** is the name of the newspapers(s) of general circulation published continuously for more than six months at its principle place of business, 718 Poplar Street, Lebanon, PA.

The printed copy of the advertisement hereto attached is a true copy, exactly as printed and published, of an advertisement printed in the regular issues of the said The Lebanon Daily News published on the following dates, viz:

**Date of Publication: 03/04/2021, 03/11/2021, 03/18/2021**

I, being first duly sworn upon oath depose and say that I am a legal clerk and employee of The Lebanon Daily News and have personal knowledge of the publication of the advertisement mentioned in the foregoing statement as to the time, place and character of publications are true, and that the affiant is not interested in the subject matter of the above mentioned advertisement.

*M. Steinhardt*

Subscribed and sworn to before on March 18, 2021:

*Nancy Heyrman*  
Notary, State of Wisconsin, County of Brown

*5.5.23*

My commission expires

NANCY HEYRMAN  
Notary Public  
State of Wisconsin

# BIDS WANTED

The Lancaster-Lebanon Intermediate Unit 13 (IU13) invites sealed bids for CAFCO Food, Bakery, Teas, Milk, and Ice Cream for participating agencies. Bid information and instructions are available from Emily Laws, Lancaster-Lebanon IU13, 1020 New Holland Ave, Lancaster, PA 17601, (717)947-1736. Bids will be received electronically up to 12:00 pm, April 8, 2021 and will be publicly opened at 2:00 pm. The IU13 reserves the right to accept or reject any or all bids and to waive any irregularities pertaining to.

Gina Brillhart  
Board Secretary



PROOF OF PUBLICATION NOTICE IN

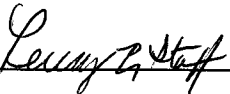
State of Pennsylvania}

} ss:

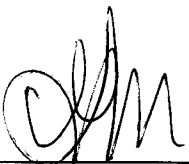
County of Lancaster}

An Affiant of the County and State aforesaid, being duly sworn, deposes and says that the LNP, a daily newspaper of general circulation published at Lancaster, County and State aforesaid, was established 1741-1847 since which date said daily newspaper has been regularly issued in said county, and that a copy of the printed notice or publication is attached hereto exactly the same as was printed and published in the regular editions and issues of said daily newspaper on the following dates: 03/04/21, 03/11/21, 03/18/21

Affiant further deposes that he/she is the Clerk duly authorized by the LNP Media Group, Inc., a corporation, publisher of said LNP, a newspaper of general circulation, to verify the foregoing statement under oath, and also declares that affiant is not interested in the subject matter of the aforesaid notice or advertisement and that all allegations in the foregoing statement as to time, place and character of publication are true.

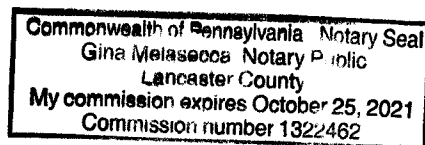
  
\_\_\_\_\_

Affiant's Signature

  
\_\_\_\_\_

MAR 18 2021

Notary Public



**BIDS WANTED**

The Lancaster-Lebanon Intermediate Unit 13 (IU13) invites sealed bids for CAFCO Food, Bakery, Teas, Milk, and Ice Cream for participating agencies. Bid information and instructions are available from Emily Laws, Lancaster-Lebanon IU13, 1020 New Holland Ave, Lancaster, PA 17601, (717)947-1736. Bids will be received electronically up to 12:00 pm, April 8, 2021, and will be publicly opened at 2:00 pm. The IU13 reserves the right to accept or reject any or all bids and to waive any irregularities pertaining to.

Gina Brillhart  
Board Secretary

**Request approval to award Bid #201-011 (Reference Section BS – Appendix A)**

Purpose: To award contract under the Collaborative Services' Collaborative Purchasing Program. Collaborative Services solicits districts' needs; develops specifications; and creates, advertises and makes a recommendation to award to the lowest responsible bidder complying with bid specifications. The 2021-22 CAFCO Milk Bid is a no-requirements based bid. The bid was opened on April 8, 2021 and reviewed by the CAFCO Advisory Team and Collaborative Services on April 27, 2021. A detailed analysis of all bids received is maintained in the IU13 Business Office.

**2021-22 CAFCO Milk Bid #201-011**  
**Bid Award Recommendation: Swiss Dairy**  
*Schuylkill County*

ITEM #	ITEM DESCRIPTION	PRODUCT ID CODE	UNIT OF MEASURE	UNIT PRICE	RECOMMENDED AWARDED VENDOR
NA	Fat Free Milk (unflavored) 8 oz. carton	NA	each	\$ 0.2288	Swiss Dairy
NA	Fat Free Milk (unflavored) 8 oz. bottle	NA	each	\$ 0.2602	Swiss Dairy
NA	1% Milk (unflavored) 8 oz. carton	NA	each	\$ 0.2359	Swiss Dairy
NA	1% Milk (unflavored) 8 oz. bottle	NA	each	\$ 0.2673	Swiss Dairy
NA	Fat Free Chocolate Milk 8 oz. carton	NA	each	\$ 0.2364	Swiss Dairy
NA	Fat Free Chocolate Milk 8 oz. bottle	NA	each	\$ 0.2678	Swiss Dairy
NA	Fat Free Strawberry Milk 8 oz. carton	NA	each	\$ 0.2364	Swiss Dairy
NA	Fat Free Strawberry Milk 8 oz. bottle	NA	each	\$ 0.2678	Swiss Dairy
NA	Fat Free Vanilla Milk 8 oz. carton	NA	each	NO BID	Swiss Dairy
NA	Fat Free Vanilla Milk 8 oz. bottle	NA	each	NO BID	Swiss Dairy
	Discount percentage for items not specified on bid:			15%	

**2021-22 CAFCO Milk Bid #201-011**  
**Bid Award Recommendation: Swiss Dairy**  
*Schuylkill County*

ITEM #	ITEM DESCRIPTION	PRODUCT ID CODE	UNIT OF MEASURE	UNIT PRICE	RECOMMENDED AWARDED VENDOR
NA	Fat Free Milk (unflavored) 8 oz. carton	NA	each	\$ 0.2288	Swiss Dairy
NA	Fat Free Milk (unflavored) 8 oz. bottle	NA	each	\$ 0.2602	Swiss Dairy
NA	1% Milk (unflavored) 8 oz. carton	NA	each	\$ 0.2359	Swiss Dairy
NA	1% Milk (unflavored) 8 oz. bottle	NA	each	\$ 0.2673	Swiss Dairy
NA	Fat Free Chocolate Milk 8 oz. carton	NA	each	\$ 0.2364	Swiss Dairy
NA	Fat Free Chocolate Milk 8 oz. bottle	NA	each	\$ 0.2678	Swiss Dairy
NA	Fat Free Strawberry Milk 8 oz. carton	NA	each	\$ 0.2364	Swiss Dairy
NA	Fat Free Strawberry Milk 8 oz. bottle	NA	each	\$ 0.2678	Swiss Dairy
NA	Fat Free Vanilla Milk 8 oz. carton	NA	each	NO BID	Swiss Dairy
NA	Fat Free Vanilla Milk 8 oz. bottle	NA	each	NO BID	Swiss Dairy
	Discount percentage for items not specified on bid:			15%	



**2021-22 CAFCO Milk Bid #201-011**  
**Bid Award Recommendation: Swiss Dairy**  
*Schuylkill County*

ITEM #	ITEM DESCRIPTION	PRODUCT ID CODE	UNIT OF MEASURE	UNIT PRICE	RECOMMENDED AWARDED VENDOR
NA	Fat Free Milk (unflavored) 8 oz. carton	NA	each	\$ 0.2288	Swiss Dairy
NA	Fat Free Milk (unflavored) 8 oz. bottle	NA	each	\$ 0.2602	Swiss Dairy
NA	1% Milk (unflavored) 8 oz. carton	NA	each	\$ 0.2359	Swiss Dairy
NA	1% Milk (unflavored) 8 oz. bottle	NA	each	\$ 0.2673	Swiss Dairy
NA	Fat Free Chocolate Milk 8 oz. carton	NA	each	\$ 0.2364	Swiss Dairy
NA	Fat Free Chocolate Milk 8 oz. bottle	NA	each	\$ 0.2678	Swiss Dairy
NA	Fat Free Strawberry Milk 8 oz. carton	NA	each	\$ 0.2364	Swiss Dairy
NA	Fat Free Strawberry Milk 8 oz. bottle	NA	each	\$ 0.2678	Swiss Dairy
NA	Fat Free Vanilla Milk 8 oz. carton	NA	each	NO BID	Swiss Dairy
NA	Fat Free Vanilla Milk 8 oz. bottle	NA	each	NO BID	Swiss Dairy
	Discount percentage for items not specified on bid:			15%	

**To:** CAFCO Membership

**From:** Steve Frey, Senior Collaborative Services Manager

**Date:** August 20, 2021

**Subject:** Executive Summary - 2021-20221 SY CAFCO Milk Bid #201-011

The 2021-2022 CAFCO Milk Bid was opened on April 8, 2021, reviewed by IU13 Collaborative Services and the CAFCO Advisory Council on April 27, 2021, and awarded by the IU13 Board of School Directors on June 16, 2021.

A total of ten-line items, representing the majority of school milk products, were specified on this year's bid.

A total of six vendors participated in this year's bid, with two (Swiss Dairy and Pocono Dairy) receiving awards.

Similar to the CAFCO regular bid, bid benchmarking data, as compared to several other major cooperative bidding programs will be attempted later in the year.

Additional information concerning the bid has already been forwarded and included the following:

- 2021-22 CAFCO Milk Bid Summary, indicating the recommended awards.
- 2021-22 CAFCO Milk Bid vendor contact information.



#### **Board Officers**

Michael R. Landis  
*President*

Nikki Rivera  
*Vice President*

Ronald Melleby  
*Treasurer*

Gina Brillhart  
*Secretary (non-voting)*

#### **Board Members**

Christian Brackbill, Jr.  
Brett Buckwalter  
Craig Chubb  
Susan Dieffenbach  
Christine Fisher  
Joseph Fullerton  
Edith Gallagher  
Idette Groff  
Melissa Herr  
Paul W. Irvin  
Charles Merris, Jr.  
Staci Murray  
Robert Okonak  
Raymond Ondrusek  
Stacie Ritter  
Geoffrey Roche  
Tim Stauffer  
Karen Sweigart  
Rebecca Young

Brian D. Barnhart, Ed.D.  
*Executive Director*

## **Lancaster-Lebanon Intermediate Unit 13 Board Actions**

**June 16, 2021**

#### **BOARD ACTION:**

- Approved \$17,210,022.66 in disbursements

#### **BUSINESS SERVICES**

Approval of the following proposed 2021-22 budgets:

- SSU 013 – Operations and Infrastructure Support Services
- SBU 015 – Statewide Initiatives

Approved transfer of funds to Lancaster-Lebanon Joint Authority for renovations at Central Education Center, Fairland, One Cumberland, and Burle Business Park

Approved Investment Program for fiscal year 2021-22

Approved Lancaster-Lebanon Public Schools insurance coverage for 2021-22

Designated the following newspapers for general circulation: *Lancaster Newspapers* and *Lebanon Daily News*

Awarded the following bids:

- Bid #201-008, CAFCO Grocery Bid
- Bid #201-009, CAFCO Bakery Bid
- Bid #201-010, CAFCO Ice Cream Bid
- Bid #201-011, CAFCO Milk Bid
- Bid #201-012, CAFCO Tea Drinks Bid
- Bid #201-013, Catalog Discount Bid

Approved Resolution committing General Fund fund balance in accordance with GASB 54 regulations

Approved Resolution authorizing signature of contracts, agreements, grants, and/or licenses with the Pennsylvania Department of Education

Approved the following contracts:

For Business Services:



May 25, 2021

Pocono Mountain Dairies  
ATTN: Thomas Callahan  
PO Box 1006  
Blakeslee, PA 18610

Dear Sirs,

Lancaster-Lebanon Intermediate Unit 13 (IU13) is pleased to inform you that it is IU13's intent to award the CAFCO Milk Bid #201-011 to Pocono Mountain Dairies for Lehigh County **pending IU13 Board of School Directors' ratification of award at their regularly scheduled meeting on June 16, 2021.**

The contract effective start date will be July 1, 2021 with a term of one year, expiring on June 30, 2022.

Congratulations on this award. IU13 and its participating agencies look forward to working with you.

Sincerely,

Steven M. Frey  
IU13 Senior Collaborative Services Manager

May 25, 2021

Swiss Premium Dairy  
ATTN: Jeffrey Stone  
2401 Walnut Street  
Lebanon, PA 17042

Dear Sirs,

Lancaster-Lebanon Intermediate Unit 13 (IU13) is pleased to inform you that it is IU13's intent to award the CAFCO Milk Bid #201-011 to Swiss Premium Dairy for the counties of Adams, Berks, Cumberland, Dauphin, Franklin, Lancaster, Lebanon, Schuylkill and York Counties, **pending IU13 Board of School Directors' ratification of award at their regularly scheduled meeting on June 16, 2021.**

The contract effective start date will be July 1, 2021 with a term of one year, expiring on June 30, 2022.

Congratulations on this award. IU13 and its participating agencies look forward to working with you.

Sincerely,



Steven M. Frey  
IU13 Senior Collaborative Services Manager

**To:** Guers Dairy

**From:** Steve Frey, Senior Collaborative Services Manager

**Date:** May 25, 2021

**Subject:** **CAFCO Milk #201-011**

Thank you for your participation and proposal that you submitted to Lancaster-Lebanon Intermediate Unit 13 (IU13) in response to the CAFCO Milk Bid # 201-011.

Although your proposal was noteworthy, it is the intent of IU13 to recommend another vendor for award at its June 16, 2021 Board of School Directors Meeting.

Once again, we appreciate your effort and wish you the best of luck in your future endeavors.

Sincerely,



IU13 Senior Collaborative Services Manager

**To:** Rutters Dairy

**From:** Steve Frey, Senior Collaborative Services Manager

**Date:** May 25, 2021

**Subject:** **CAFCO Milk Bid #201-011**

Thank you for your participation and proposal that you submitted to Lancaster-Lebanon Intermediate Unit 13 (IU13) in response to the CAFCO Milk Bid # 201-011.

Although your proposal was noteworthy, it is the intent of IU13 to recommend another vendor for award at its June 16, 2021 Board of School Directors Meeting.

Once again, we appreciate your effort and wish you the best of luck in your future endeavors.

Sincerely,



IU13 Senior Collaborative Services Manager

**To:** Clover Farms

**From:** Steve Frey, Senior Collaborative Services Manager

**Date:** May 25, 2021

**Subject:** **CAFCO Milk Bid #201-011**

Thank you for your participation and proposal that you submitted to Lancaster-Lebanon Intermediate Unit 13 (IU13) in response to the CAFCO Milk Bid # 201-011.

Although your proposal was noteworthy, it is the intent of IU13 to recommend another vendor for award at its June 16, 2021 Board of School Directors Meeting.

Once again, we appreciate your effort and wish you the best of luck in your future endeavors.

Sincerely,



IU13 Senior Collaborative Services Manager





Book	Policy Manual
Section	000 Board Procedures
Title	Board Governance Standards/Code of Conduct
Number	011
Status	Active
Adopted	June 15, 2011

### **Standards for Effective School Governance**

To promote student growth and achievement, an effective Board...

1. Advocates for a thorough and efficient system of public education by:

- a. Promoting public education as a keystone of democracy.
- b. Engaging and promoting community support by seeking input, building support networks and generating action.
- c. Allocating resources in a manner designed to facilitate student achievement consistent with Intermediate Unit goals and plans.
- d. Maintaining legislative awareness and communicating with members of local, state and federal legislative bodies.
- e. Ensuring strong management of the Intermediate Unit programs by hiring, setting goals with and evaluating the Executive Director.
- f. Employing qualified staff to meet student and program needs.

2. Models responsible governance and leadership by:

- a. Staying current with changing needs and requirements by reviewing educational literature, attending professional development opportunities prior to Board service and continuously during Board service, and preparing to make informed decisions.
- b. Interacting with school officials in member school districts and using resources provided by organizations and agencies committed to effective governance and management of Intermediate Unit programs.
- c. Leading with respect and taking full responsibility for Board activity and behavior.
- d. Adopting and acting in accordance with the PSBA Code of Conduct for Members of Pennsylvania School Boards.
- e. Engaging all community stakeholders.

- f. Complying with Board policy and all applicable local, state and federal laws and regulations.
- g. Operating as a collective Board in making decisions.
- h. Participating in Board retreats when scheduled.

3. Governs through policy by:

- a. Seeking input from stakeholders and following an established procedure for consideration.
- b. Regularly reviewing and, as necessary, revising and adopting Board policy.
- c. Delegating to the Executive Director responsibility for implementation of Board policy.
- d. Ensuring public access to adopted Board policy.
- e. Purposefully linking its actions to applicable Board policies.

4. Ensures that effective planning occurs by:

- a. Adopting and implementing a collaborative strategic planning process, including regular reviews.
- b. Setting annual goals that are aligned with the Strategic Plan.
- c. Linking Board actions to the Strategic Plan.
- d. Adopting a financial plan that considers short-term and long-term needs.
- e. Adopting professional development plans for Board and staff.
- f. Adopting a plan to ensure evaluation of student growth and achievement using relevant data.
- g. Adopting a master facilities plan conducive to teaching and learning.
- h. Adopting a plan for curriculum review and development.

5. Monitors results by:

- a. Using data appropriately to make informed decisions.
- b. Ensuring effective practices for evaluation of staff, programs, plans and services.
- c. Evaluating its own performance.
- d. Assessing student growth and achievement.
- e. Evaluating the effectiveness of the Strategic Plan.

6. Communicates with and engages the community by:

- a. Distributing relevant information about the Intermediate Unit.
- b. Providing methods of communication to the Board and appropriate staff.

- c. Seeking input through a variety of methods.
- d. Including stakeholders in all communications.

### **Code of Conduct for Board Members**

1. We, as members of the Board, representing all the residents of our member school districts, believe that:
  - a. Striving toward ideal conditions for effective Board service to our community, in a spirit of teamwork and devotion to public education, is the greatest instrument for preserving and perpetuating our representative democracy.
  - b. The future welfare of this community, commonwealth and nation depends upon the quality of education we provide in the public schools and Intermediate Units.
  - c. In order to maintain a free and strong country, our civic obligation to the community, commonwealth and nation is to maintain free and strong public schools in the United States of America, without surrendering our responsibilities to any other person, group or organization.
  - d. Boards share responsibility for ensuring a "thorough and efficient system of public education" as required by the Pennsylvania Constitution.
  - e. Our fellow residents have entrusted us with the advocacy for and stewardship of the education of the youth of the member school district communities.
  - f. The public expects that our first and greatest priority is to provide equitable educational opportunities for all youth.
2. Accordingly:
  - a. The member school districts' communities should be provided with information about the Intermediate Unit and be engaged by the Board and staff to encourage input and support for the Intermediate Unit.
  - b. Devoting time, thought and study to our duties and responsibilities as Board members is critical for rendering effective and credible service.
  - c. Board members should work together in a spirit of harmony, respect and cooperation, despite differences of opinion.
  - d. Personal decisions should be based upon all sufficient facts, we should vote our honest conviction without partisan bias, and we will abide by and uphold the majority decision of the Board.
  - e. Individuals have no legal authority outside the meetings of the Board, and should conduct their relationships with all stakeholders and media on this basis.
  - f. We will not use our positions as Board members to benefit ourselves or any individual or agency.
  - g. Boards must balance their responsibility to provide educational programs with the need to be effective stewards of public resources.
  - h. We should recognize that the primary responsibility of the Board is to adopt policies by which the Intermediate Unit is to be administered.

- i. We should respect that the Executive Director and his/her staff are responsible and accountable for the delivery of the educational programs and the conduct of Intermediate Unit operations.
- j. Communication with all stakeholders and the media should be conducted in accordance with Board policy.

## **CAFCO Food and Paper Line Item Annual Bid Procurement Procedures**

### **1. CAFCO Advisory Council Team Meeting-specification review**

- Lancaster-Lebanon Intermediate IU13 Collaborative Services (IU13) meets with the CAFCO Advisory Council in early fall to analyze the previous year's bid and start the development of the next bid.
- Agenda items include:
  - Previous bid vendor performance.
  - Previous bid product performance.
  - Previous bid miscellaneous issues.
  - Specification review for current products.
  - Specification review and research for new items which may be included on the bid.
  - Review of bid terms and conditions.
  - Bid timeline
- IU13 begins the development of a line item bid worksheet and any changes to the bid terms and conditions.

### **2. CAFCO Membership Meeting**

- The CAFCO Membership holds an annual fall meeting at which time vendor and product performance is discussed.
- At this meeting, each district receives a new participation agreement which is completed by districts planning to participate for the upcoming year.
- Each district is asked to provide a list of any new items or discontinued items to the Advisory Council.

### **3. CAFCO Advisory Council Team Meeting-additional specification review**

- IU13 and the Advisory Council meet a second time during the fall to review new product submissions, ensure initial specifications are clear, and review terms and conditions once more.
- IU13 completes a draft version of the bid worksheet and forwards it to the Advisory Council for review.

### **4. District Requirements Due**

- Before the 2015-16 bid year, districts received the bid worksheet for the purpose of inserting their annual requirements.
- After the worksheet was completed, it was sent back to IU13, where it was totaled with all other districts requirements and indicated on the final bid document.
- For the 2015-16 bid year and beyond, CAFCO has utilized annual velocity reports from the awarded vendors to satisfy bid requirement amounts.

### **5. CAFCO Advisory Council Team Meeting-additional specification review**

- IU13 and The Advisory Council meet a third time for final bid specification review, velocity report analysis and final terms and conditions.

6. **Pre-bid Conference**

- A required pre-bid conference is held for vendors planning to submit proposals. The conference agenda items include the following:
  - Bid packet terms and conditions.
  - Line item specification review.
  - Scope of work.
  - Delivery parameters.
  - Award criteria.
  - Addendums.
  - Proposal response requirements.
  - Questions and answers.

7. **Bid Advertisement**

- IU13 develops a bid advertisement to run in two local newspapers for three consecutive weeks.

8. **Bid Opening**

- IU13 facilitates a public bid opening.
- IU13 confirms and documents vendor compliance to proposal response deadlines.
- IU13 confirms and documents vendor compliance to proposal documentation.
- IU13 begins a review process to ensure vendor compliance to bid specifications.
- IU13 creates a bid worksheet used to compare proposal pricing.

9. **CAFCO Advisory Council Team Meeting-bid review**

- IU13 and the Advisory Council meet soon after the bid opening to analyze each proposal by line item and or category, and make a recommended award.

10. **Bid Award**

- IU13 prepares a final bid recommendation packet and submits it to the IU13 Board of School Directors for award at their June Board Meeting.
- Following the bid award, IU13 forwards bid results and any pertinent vendor information to each participating district.
- Each district then procures their requirements directly with the awarded vendors.



Book	Policy Manual
Section	800 Operations
Title	Conflict of Interest
Number	827
Status	Active
Adopted	June 15, 2016

### **Purpose**

This policy shall affirm standards of conduct established to ensure that Board members and employees avoid potential and actual conflicts of interest, as well as the perception of a conflict of interest.

### **Definitions**

**Business with which a person is associated** shall mean a business in which the person is a director, officer, owner, employee, or has a financial interest.

**Confidential information** shall mean information not obtainable from reviewing a public document or from making inquiry to a publicly available source of information.<sup>[1]</sup>

**Conflict or Conflict of interest** shall mean use by a Board member or Intermediate Unit employee of the authority of his/her office or employment, or any confidential information received through his/her holding public office or employment, for the private pecuniary benefit of him/herself, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated. The term does not include an action having a de minimis economic impact, or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes the Board member or Intermediate Unit employee, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated.<sup>[1]</sup>

**De minimis economic impact** shall mean an economic consequence which has an insignificant effect.<sup>[1]</sup>

**Financial interest** shall mean any financial interest in a legal entity engaged in business for profit which comprises more than five percent (5%) of the equity of the business or more than five percent (5%) of the assets of the economic interest in indebtedness.<sup>[1]</sup>

**Honorarium** shall mean payment made in recognition of published works, appearances, speeches and presentations, and which is not intended as consideration for the value of such services which are nonpublic occupational or professional in nature. The term does not include tokens presented or provided which are of de minimis economic impact.<sup>[1]</sup>

**Immediate family** shall mean a parent, parent-in-law, spouse, domestic partner, child, spouse of a child, brother, brother-in-law, sister, sister-in-law, or the domestic partner of a parent, child, brother or sister.<sup>[1]</sup>

**Business partner** shall mean a person who, along with another person, plays a significant role in owning, managing, or creating a company in which both individuals have a financial interest in the

company.

## **Delegation of Responsibility**

Each employee and Board member shall be responsible to maintain standards of conduct that avoid conflicts of interest. The Board prohibits members of the Board and Intermediate Unit employees from engaging in conduct that constitutes a conflict of interest as outlined in this policy.

## **Guidelines**

All Board members and employees shall be provided with a copy of this policy and acknowledge in writing that they have been made aware of it. Additional training shall be provided to designated individuals.

## **Disclosure of Financial Interests**

No Board member shall be allowed to take the oath of office or enter or continue upon his/her duties, nor shall s/he receive compensation from public funds, unless s/he has filed a statement of financial interests as required by law.[2]

The Intermediate Unit solicitor and designated Intermediate Unit employees shall file a statement of financial interests as required by law and regulations.[3][4]

## **Standards of Conduct**

The Intermediate Unit maintains the following standards of conduct covering conflicts of interest and governing the actions of its employees and Board members engaged in the selection, award and administration of contracts.[5]

No employee or Board member may participate in the selection, award or administration of a contract supported by a federal award if s/he has a real or apparent conflict of interest as defined above, as well as any other circumstance in which the employee, Board member, any member of his/her immediate family, his/her business partner, or an organization which employs or is about to employ any of them, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.  
[5]

The Intermediate Unit shall not enter into any contract with a Board member or employee, or his/her spouse or child, or any business in which the person or his/her spouse or child is associated valued at \$500 or more, nor in which the person or spouse or child or business with which associated is a subcontractor unless the Board has determined it is in the best interests of the Intermediate Unit to do so, and the contract has been awarded through an open and public process, including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded. In such a case, the Board member or employee shall not have any supervisory or overall responsibility for the implementation or administration of the contract.[1]

When advertised formal bidding is not required or used, an open and public process with regard to the above paragraph shall include at a minimum:

1. Public notice of the intent to contract for goods or services;
2. A reasonable amount of time for potential contractors to consider whether to offer quotes; and
3. Post-award public disclosure of who made bids, quotes, or applications and who was chosen, except that in the event of an employment application, post-award disclosure need only include who was chosen.

Any Board member or employee who in the discharge of his/her official duties would be required to vote on a matter that would result in a conflict of interest shall abstain from voting and, prior to the vote being taken, publicly announce and disclose the nature of his/her interest as a public record.[1]



For this purpose, "conflict of interest" shall mean a real, apparent, or potential interest of any kind in the matter by the Board member or his or her immediate family, business partner, or an organization which employs or is about to employ any of them. It shall not be limited to "conflict" as defined at the start of this policy.

No public official or public employee shall accept an honorarium.[1]

Board members and employees may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts, unless the gift is an unsolicited item of nominal value. Gifts of a nominal value may be accepted in accordance with Board policy. Items of a nominal value may be accepted in accordance with Board policy. Items considered to be of nominal value shall include any gift, hospitality, transportation, or lodging that may be accepted under Pennsylvania's Ethics Act, but shall be subject to reporting on a Statement of Financial Interests if the value thereof is such as to require reporting under the Ethics Act.[5][6]

### Improper Influence

No person shall offer or give to a Board member, employee or nominee or candidate for the Board, or a member of his/her immediate family or a business with which s/he is associated, anything of monetary value, including a gift, loan, political contribution, reward or promise of future employment based on the offeror's or donor's understanding that the vote, official action or judgment of the Board member, employee or nominee or candidate for the Board would be influenced thereby.[1]

No Board member, employee or nominee or candidate for the Board shall solicit or accept anything of monetary value, including a gift, loan, political contribution, reward or promise of future employment, based on any understanding of that Board member, employee or nominee or candidate that the vote, official action or judgment of the Board member, employee or nominee or candidate for the Board would be influenced thereby.[1]

### Organizational Conflicts

Organizational conflicts of interest may exist when due to the Intermediate Unit's relationship with a subsidiary, affiliated or parent organization that is a candidate for award of a contract in connection with federally funded activities, the Intermediate Unit may be unable or appear to be unable to be impartial in conducting a procurement action involving a related organization.[5]

In the event of a potential organizational conflict, the potential conflict shall be reviewed by the Executive Director or designee to determine whether it is likely that the Intermediate Unit would be unable or appear to be unable to be impartial in making the award. If such a likelihood exists, this shall not disqualify the related organization; however, the following measures shall be applied:

1. The organizational relationship shall be disclosed as part of any notices to potential contractors;
2. Any Intermediate Unit employees or officials directly involved in the activities of the related organization are excluded from the selection and award process;
3. A competitive bid, quote or other basis of valuation is considered; and
4. The Board has determined that contracting with the related organization is in the best interests of the program involved.

### Reporting

Any perceived conflict of interest that is detected or suspected by any employee or third party shall be reported to the Executive Director. If the Executive Director is the subject of the perceived conflict of interest, the employee or third party shall report the incident to the Board President.

Any perceived conflict of interest of a Board member that is detected or suspected by any employee or third party shall be reported to the Board President. If the Board President is the subject of the perceived conflict of interest, the employee or third party shall report the incident to the Executive Director, who shall report the incident to the solicitor.

No reprisals or retaliation shall occur as a result of good faith reports of conflicts of interest.

### Investigation

Investigations based on reports of perceived violations of this policy shall comply with state and federal laws and regulations. No person sharing in the potential conflict of interest being investigated shall be involved in conducting the investigation or reviewing its results.

In the event an investigation determines that a violation of this policy has occurred, the violation shall be reported to the federal awarding agency in accordance with that agency's policies.

### Disciplinary Actions

If an investigation results in a finding that the complaint is factual and constitutes a violation of this policy, the Intermediate Unit shall take prompt, corrective action to ensure that such conduct ceases and will not recur. Intermediate Unit staff shall document the corrective action taken and, when not prohibited by law, inform the complainant.

Violations of this policy may result in disciplinary action up to and including discharge, fines and possible imprisonment. Disciplinary actions shall be consistent with Board policies, procedures, applicable collective bargaining agreements and state and federal law.[7]

- Legal
1. 65 Pa. C.S.A. 1101 et seq
  2. Pol. 004
  3. 51 PA Code 15.2
  4. 65 Pa. C.S.A. 1104
  5. 2 CFR 200.318
  6. Pol. 322
  7. Pol. 317
  - Pol. 011
  - Pol. 319
  - Pol. 609
  - Pol. 702