

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

**CAFCO PARTICIPATION AGREEMENT**

The \_\_\_\_\_ School District 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, 2023 through June 30, 2024.

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**  
**COLLABORATIVE PURCHASING PROGRAM**

**REQUEST FOR BIDS #223-009**

**for**

**CAFCO ICE CREAM**

**for the period commencing July 1, 2023 through and including June 30, 2024**

Issued on February 27, 2023

**Pre-Bid Conference:**

There will be no pre-bid conference for this bid.

**Bid Submittal Deadline**

Wednesday, April 5, 2023 at 12:00 PM (noon) EST

**Bid Opening Date, time, and location:**

Wednesday, April 5, 2023 at 2:00 PM EST

Virtual Bid Opening via Zoom at the following address

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MTk3MDA3YzltZDA3Mi00OWNkLTkxYTEtODE2N2RIOTNkM2Ni%40thread.v2/0?context=%7b%22id%22%3a%22ee520851-ca57-409a-9002-ee3f8df1a639%22%2c%22Oid%22%3a%22d76984a3-3804-4afb-8071-f65dd9409293%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTk3MDA3YzltZDA3Mi00OWNkLTkxYTEtODE2N2RIOTNkM2Ni%40thread.v2/0?context=%7b%22id%22%3a%22ee520851-ca57-409a-9002-ee3f8df1a639%22%2c%22Oid%22%3a%22d76984a3-3804-4afb-8071-f65dd9409293%22%7d)

## **SECTION I. INVITATION**

The Lancaster-Lebanon Intermediate Unit 13 ("IU13") invites qualified vendors to submit bids for CAFCO School District Ice Cream Requirements for a 12-month period, according to the specifications contained in this Bid #223-009.

Bid documents can be obtained from Emily Laws, Collaborative Services Program Assistant. See the Bid Table of Contents for further contact information.

Modifications, additions, or changes to the terms and conditions of this Request for Bids 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.

[END OF SECTION]

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	B.	Non-Collusion Affidavit
	C.	Addendum Acknowledgement Form
	D.	Minority Business Enterprise Type
	E.	Piggyback Acceptance Agreement
	F.	Bid Region Acceptance Agreement
	G.	CAFCO Ice Cream Requirements Pricing Sheet for SY 2023-24
	H.	Initial District Delivery Timeline

If missing any of the above sections or attachments, contact:

Emily Laws

Collaborative Services Program Assistant

Lancaster-Lebanon Intermediate Unit 13

1020 New Holland Avenue,

Lancaster, PA 17601

(717) 947-1736-phone

emily\_laws@iu13.org

[END OF SECTION]

### **SECTION III: BACKGROUND AND PURPOSE**

IU13 is an educational service agency that provides products and services to both educational and public entities across Pennsylvania. CAFCO is a collaborative food procurement effort of schools from various counties in central Pennsylvania. CAFCO participant schools are listed in Section VII. IU13 facilitates and awards annual bids for the CAFCO participant's food requirements. CAFCO and IU13 intend to award an Ice Cream requirements bid for the 2023-24 school year. One vendor per geographical bid region (county) will be awarded. This bid will commence on July 1, 2023 and end on June 30, 2024. IU13 is interested in obtaining bids for the requirements contained within these specifications.

[END OF SECTION]

## **SECTION IV: BID CONTACTS AND RESPONSE INFORMATION**

### **Bid Questions and Registration:**

Emily Laws, Collaborative Services Program Assistant  
Lancaster-Lebanon Intermediate Unit 13  
1020 New Holland Avenue  
Lancaster, PA 17601  
(717) 947-1736-phone  
[emily\\_laws@iu13.org](mailto:emily_laws@iu13.org)

### **Submission of Bids:**

Sealed bids, including all required proposal and response documentation, shall be submitted both in hard copy and electronically in PDF format (using furnished spreadsheets and word documents) via a supplied flash drive, which is to be included with the hard copy documentation. All bids will be accepted on, or before, 12:00 PM, EST noon, **Wednesday, April 5, 2023**. All bids will be publicly opened at 2:00 PM EST on **Wednesday, April 5, 2023**. Any bid received after 12:00 PM, noon EST, **Wednesday, April 5, 2023** will be rejected. **Only bids submitted in hard copy and electronically via a flash drive will be considered.**

Bidders, by their submission of a bid, agree to conduct legally binding transactions by electronic means, within the meaning of the "Electronic Transactions Act," 73 P.S. 2260.101 et seq. ("ETA"). Electronic documents and records and electronic signatures shall be the equivalent of written documents and records and written signatures, pursuant to ETA. Neither IU13 nor any of the participants make any representation or warranty concerning the reliability or security of any communication links, networks, or any data or information transmitted electronically, and neither IU13 nor any of the participants shall be liable or responsible, in any manner, for any failure, interruption or breach of any communication link, network, or security measure. If necessary, addenda to this Bid will be issued via email. Bidders who have registered to receive this Bid will receive all addenda. Addenda receipt(s) will be confirmed by the return of the Addendum Acknowledgement Form, which is attached as Attachment C.

### **Bid Response Documentation:**

Bidders are required to submit the following documentation as part of their bid:

- Form of Proposal
- Non-Collusion Affidavit
- Addendum Acknowledgement Form (if applicable)
- Minority Business Enterprise Type
- Piggyback Acceptance Agreement
- Bid Region Acceptance Agreement
- CAFCO Ice Cream Requirements Pricing Sheet for SY 2023-24
- Food Recall Procedures

### **Bid Timeline:**

Bid Submittal Deadline

Wednesday, April 5, 2023 at 12:00 PM (noon) EST

**Bid Opening date, time, and location:**

Wednesday, April 5, 2023 at 2:00 PM EST

Virtual Bid Opening via Zoom at the following address

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MTk3MDA3YzltZDA3Mi00OWNkLTkxYTEtODE2N2RIOTNkM2Ni%40thread.v2/0?context=%7b%22Tid%22%3a%22ee520851-ca57-409a-9002-ee3f8df1a639%22%2c%22Oid%22%3a%22d76984a3-3804-4afb-8071-f65dd9409293%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTk3MDA3YzltZDA3Mi00OWNkLTkxYTEtODE2N2RIOTNkM2Ni%40thread.v2/0?context=%7b%22Tid%22%3a%22ee520851-ca57-409a-9002-ee3f8df1a639%22%2c%22Oid%22%3a%22d76984a3-3804-4afb-8071-f65dd9409293%22%7d)

**SECTION V: GENERAL BID CONDITIONS**

- A. **Length of contract** - The contract term will commence on July 1, 2023 and continue through June 30, 2024.
- B. **Questions:** The deadline to submit questions concerning this bid will be **Friday, March 31, 2023**. After this date, no further questions will be considered
- C. **Ice Cream Bid and Item Bid Spreadsheet Instructions:**
  1. Ensure that your bid complies with all requirements specified in this Request for Bids. Attention to all clauses of these requirements is advised.
  2. Complete bid documents by printing neatly and legibly in pen or typing. Electronic documents must also be completed by typing into the appropriate spaces. Do not alter, delete or change any bid specifications or clauses in the bid documents.
  3. Indicate prices for every item you are bidding on.
  4. Any variation in your bid from the conditions and specifications as outlined in this Request for Bids must be clearly stated, with the variation from specifications noted. If requested, bidders shall supply samples for all alternates. Note that submission of a sample does not by itself demonstrate compliance with these requirements.

**SECTION VI: BID AND CONTRACT REQUIREMENTS****1. Submission of Bids**

Sealed bids, including all required proposal and response documentation, shall be submitted both in hard copy and electronically in PDF format (using furnished spreadsheets and word documents) via a supplied flash drive, which is to be included with the hard copy documentation. All bids will be accepted on, or before, 12:00 PM, EST noon, **Wednesday, April 5, 2023**. All bids will be publicly opened at 2:00 PM EST on **Wednesday, April 5, 2023**. Any bid received after 12:00 PM, noon EST, **Wednesday, April 5, 2023** will be rejected. **Only bids submitted in hard copy and electronically via a flash drive will be considered.**

**2. Preparation of Bids**

Any bid response that alters the documented specification must be indicated on a separate piece of paper and attached to the bid response packet. Bidders must provide their stock code number.

**3. Quantities**

Quantities will be determined at time of order by each participating district.

#### 4. Selection or Rejection of Bids

Each category or line item will be awarded to the lowest responsive and responsible bidder in each geographical bid region as specified on the Bid Region Acceptance Agreement. Bidder must have the capability to deliver to all school districts within the geographical bid region. IU13 reserves the right to reject any or all bids, in whole or in part, to waive technicalities whenever it is deemed to be in the best interest of IU13, and to select single items from any bid. Failure to comply with bid requirements in previous awards are grounds for bid rejection.

#### 3. 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. 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 proposal 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."

#### 5. Award - Contract



If any bid is accepted, the contract(s) shall consist of this Request for Bids, including all sections and attachments, the awarded vendor's completed proposal and response documentation, and all other completed attachments, along with any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to bid opening. In the case of differing or contradictory contract language, the language providing the greatest benefit to IU13 and its participants shall take precedence. IU13 reserves the right to accept or reject any bid in whole or in part and/or to select one or more items from any bid. The contract shall be interpreted, construed and given effect in all respects according to the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles.

## **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, 2023. 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.

## **7. Delivery Time and Location**

- a. The prices quoted shall be for deliveries to schools designated by CAFCO participants.
- b. Delivery Points: See Section VIII for a full listing of CAFCO participants billing addresses, phone numbers and contacts. Delivery points and addresses will be established by CAFCO participants.
- c. 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.
- d. 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. Deliveries shall be made between the hours of 6:30 AM and 1:30 PM, Monday through Friday.
- e. Drivers and helpers may be requested to deliver merchandise into designated storage areas at each school.
- f. 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.
- g. 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.

## **9. Items 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.***

#### **10. 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.

#### **11. Safety Data Sheets**

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.

#### **12. Termination**

The IU13 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 terminates any awarded contract(s) in accordance with this paragraph, the IU13 shall retain all rights and remedies allowed by law

#### **13. 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.

#### **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.

#### **15. 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.

#### **16. 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.

#### **17. 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 <https://beta.sam.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.

#### **18. Domestic Preferences**

As appropriate and to the extent consistent with law, the Intermediate Unit should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

'Produced in the United States' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

'Manufactured products' means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement also applies to subawards, including all contracts and purchase orders for work or products under a federal award."

#### **19. Geographical Preferences Prohibited**

Notwithstanding the domestic preferences for procurement discussed above, the Intermediate Unit must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic

preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

## **20. Never Contract with The Enemy**

For Federal grants and cooperative agreements, as defined by 2 CFR 200.1, that are expected to exceed \$50,000 and that are performed outside the United States, including U.S. territories, and that are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, the Intermediate Unit must exercise due diligence to ensure that none of the funds, including supplies and services, received under the grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. This due diligence must be completed through 2 CFR 180.300 prior to issuing a subaward or contract.

The Intermediate Unit must terminate or void in whole or in part any subaward or contract with a person or entity listed in the System for Award management (SAM) as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

## **21. Simplified Acquisition Threshold**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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.

## **22. Force Majeure**

Neither party will incur any liability to the other if its performance of any obligation under This Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God, war or terrorism, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, a national or Commonwealth of Pennsylvania emergency, disease, **plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions**, general strikes throughout the trade, work stoppages, accidents and freight embargos. and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions

and which the affected party cannot avoid even by using its best efforts. The Contractor shall orally notify IU13 within forty-eight (48) hours and notify in writing within five (5) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effects on performance, (ii) state whether performance under the Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. After receipt of such notification, IU13 may elect to cancel this Agreement, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay. 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.

**15. 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)

**16. 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

**17. 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:



➤ 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.

➤ 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.

➤ 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.

➤ 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.

**18. Standard Contract Conditions**

- a. 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.
- b. 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.
- c. State Sales and Use Tax Certificate of Exemption form will be issued upon request.
- d. 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.
- e. 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.

- f. 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.
- g. 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.
- h. 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.

**19. Equal Employment Opportunity.**

Except as otherwise provided under 41 CFR Part 60, all CAFCO 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 CAFCO 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.

**20. Price Change Reviews**

Prices are to remain firm for the specified period for each product category or item as noted on the bid specifications.

**21. Assignment**

The awarded vendor shall not assign the performance of the contract nor any portion thereof to any other person without written consent from IU13, which written consent may be withheld in IU13’s absolute discretion.

**22. 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. 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 proposal, 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.

**23. Small and Minority Businesses, Women’s 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 23.

[END OF SECTION]

## **SECTION VII: PRODUCT SPECIFICATIONS-ICE CREAM**

### **SPECIFICATION:**

1. All items must be 35 % or less total fat
2. All items must contain saturated fat of 10% or less with no trans-fat.
3. Total sugar must be = or < 35% of weight from total sugars in food.
4. First ingredient must be either a dairy product, protein, fruit or vegetable.
5. One serving must be 200 calories or less
6. Sugar cannot be listed as the first ingredient
7. Manufactured and handled in compliance with the Pennsylvania Dept. of Agriculture, Bureau of Foods and Chemistry, Division of Milk Sanitation
8. Prices must reflect lowest wholesale price
9. Submit product prices with allowance for Government Commodities usage.

### **ITEM DESCRIPTIONS:**

1. Vanilla Fudge Pushup
2. Cotton Candy Pushup
3. Chocolate Shortcake / Crunchie
4. Strawberry Shortcake / Crunchie
5. Salted Caramel / Crunchie
6. Orange Blossom / Creamsicle
7. LF School Compliant Foam Cup
8. NF School Compliant Foam Cup
9. LF School Compliant Plastic Cup
10. NF School Compliant Plastic Cup
11. LF School Compliant Twister Cone
12. NF School Compliant Twister Cone
13. LF School Compliant Cone
14. RF School Compliant Ice Cream Sandwich
15. School Compliant Fruit Bars

### **CATEGORY SPECIFIC DELIVERY REQUIREMENTS:**

1. Delivery schedules, days and times shall be mutually agreed upon between the district and vendor.
2. All ice cream must be delivered in a frozen state, in clean and 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 products are to be left outside of buildings on delivery days.

## **SECTION VIII: CAFCO AGENCY 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. Bethany Children's Home, 1863 Bethany Rd, Womelsdorf, PA 19567, (610) 589-4501
5. Boyertown Area School District, 911 Montgomery Avenue, Boyertown, PA 19512
6. Brandywine Heights Area School District, 200 W Weis St, Tipton, PA 19562, (610) 682-5181
7. Central York School District, 775 Marion Rd, York, PA 17406, (717) 846-6789
8. Children's Home of Reading, 1010 Centre Ave, Reading, PA 19601, (610) 478-8266
9. Cocalico School District, 800 South 4th Street, PO Box 800, Denver, PA 17517, (717) 336-1413
10. Columbia Borough School District, 200 North Fifth Street, Columbia, PA 17512, (717) 684-2283
11. Conestoga Valley School District, 2110 Horseshoe Road, Lancaster, PA 17601, (717) 399-1542
12. Conewago Valley School District, 130 Berlin Road, New Oxford, PA 17350
13. Conrad Weiser Area School District, 44 Big Spring Road, Robesonia, PA 19522, (610) 693-8588
14. Cornell Abraxas Group, LLC, 2950 N 7th St, Harrisburg, PA 17110, (717) 221-1200
15. Cornwall-Lebanon School District, 115 E Evergreen Road, Lebanon, PA 17042, (717) 272-2031
16. Cumberland Valley School District, 6746 Carlisle Pike, Mechanicsburg, PA 17050 (717) 697-8261
17. Dauphin County Technical School, 6001 Locust Lane, Harrisburg, PA 17109, (717) 652-3170
18. Derry Township School District, P. O. Box 898, 30 E. Granada Avenue, Hershey, PA 17033, (717) 534-2501
19. Discovery Charter School, 4700 Parkside Ave, Philadelphia, PA 19131, (215) 879-8182
20. Donegal School District, 1051 Koser Road, Mount Joy, PA 17552, (717) 653-1447
21. Dover Area School District, 101 Edgeway Drive, Dover, PA 17315, (717) 292-3671
22. Eastern Lancaster County School District, 669 East Main Street, New Holland, PA 17557, (717) 354-1500
23. Eastern Lebanon County School District, 180 Elco Drive, Myerstown, PA 17067, (717) 866-7117
24. Eastern York School District, PO Box 150, Cool Creek Rd, York, PA 17368, (717) 252-1555
25. Ephrata Area School District, 803 Oak Boulevard, Ephrata, PA 17522-1998, (717) 721-1513
26. Exeter Township School District, 200 Elm St, Reading, PA 19606, (610) 779-0700
27. Fairfield Area School District, 4840 Fairfield Rd, Fairfield, PA 17320, (717) 642-8228
28. Fleetwood Area School District, 801 North Richmond Street, Fleetwood, PA 19522
29. Gettysburg Area School District, 900 Biglerville Rd, Gettysburg, PA 17325, (717) 334-6254
30. Governor Mifflin School District, 10 S Waverly Street, Shillington, PA 19607, (610) 775-1461
31. Hamburg Area School District, 701 Windsor Street, Hamburg, PA 19526, (610) 562-2241
32. Hanover Public School District, 403 Moul Ave. Hanover, PA 17331, (717) 637-9000
33. Hempfield School District, 200 Church Street, Landisville, PA 17538, (717) 898-5560
34. Kutztown Area School District, 50 Trexler Avenue, Kutztown, PA 19530, (484) 641-5543
35. Lampeter-Strasburg School District, 1600 Book Road, PO Box 428, Lampeter, PA 17537, (717) 464-3311
36. Lancaster Career & Technical School (Mt Joy) 432 Old Market St, Mt Joy, PA 17552, (717) 653-0901
37. Lancaster Career & Technical School (Willow Street) 1730 Hans Herr Drive, Willow Street, 17584, (717) 464-7050
38. Lancaster Career & Technical School (Brownstown) P.O. Box 519, Metzler/Snyder Rd, Brownstown, PA 17508, (717) 859-5100
39. Lancaster Mennonite School District, 2176 Lincoln Highway East, Lancaster, PA 17602, (717) 299-0436
40. Logos Academy York, 250 West King Street, York, PA 17401-3877, (717) 843-3877
41. Mahanoy Area School District, 1 Golden Bear Dr, Mahanoy City, PA 17948, (570) 773-3443
42. Manheim Central School District, 261 White Oak Rd, Manheim, PA 17545, (717) 664-8569
43. Manheim Township School District, PO Box 5134, Lancaster, PA 17606-5134, (717) 569-8231

44. Muhlenberg School District, 801 Bellevue Ave, Laureldale, PA 19605, (610) 921-8000 x3524
45. Northeastern School District, 41 Harding St, Manchester, PA 17345, (717) 266-3667 x225
46. Northern York County School District, 149 S Baltimore St, Dillsburg, PA 17019, (717) 432-8691
47. Penn Manor School District, PO Box 1001, Millersville, PA 17551, (717) 872-9500
48. Pennsylvania School for the Deaf, 100 West School House Lane, Philadelphia, PA 19144-3404, (215) 951-4700
49. Pequea Valley School District, PO Box 130, Kinzers, PA 17535, (717) 768-5530
50. Pottstown School District, 230 Beech St, Pottstown, PA 19464, (610) 970-6610
51. Reading School District, 800 Washington Street, Reading, PA 19601, (484) 258-7000
52. Red Lion Area School District, 696 Delta Road, Red Lion, PA 17356, (717) 244-4518
53. School District of Lancaster, 251 South Prince Street, Lancaster, PA 17603, (717) 299-2700
54. Schuylkill Haven Area School District, 501 East Main St, Schuylkill Haven, PA 17972, (570)-385-6705
55. Schuylkill Valley School District, 929 Lakeshore Drive, Leesport, PA 19533-8631
56. Solanco School District, 585 Solanco Rd, Quarryville, PA 17566 (717) 786-8401
57. Spring Grove Area School District, 100 East College Avenue, Spring Grove, PA 17362
58. Susquehanna Township School District, 2579 Interstate Drive, Harrisburg, PA 17110, (717) 657-5100
59. Tulpehocken Area School District, 27 Rehdersburg Rd, Bethel, PA 19507, 717-933-4611
60. Twin Valley School District, 4851 N Twin Valley Rd, Elverson, PA 19520, (610) 286-8600
61. Warwick School District, 301 West Orange Street, Lititz, PA 17543, (717) 626-3734
62. West York Area School District, 1800 Bannister St, York, PA 17403, (717) 843-4653
63. Wilson School District, 2601 Grandview Blvd, West Lawn, PA 19609, (610)-670-0180
64. Wyomissing Area School Districts, 630 Evans Ave, Wyomissing, PA 19610, (610) 374-0739
65. York Academy Regional Charter School, 32 North St, York, PA 17401, (717) 801-3900
66. York County Technical School, 2179 S. Queen Street, York, PA 17402, (717) 741-0820

*[END OF SECTION]*

**ATTACHMENT A: FORM OF PROPOSAL**

To: Lancaster-Lebanon Intermediate Unit 13 (IU13)  
1020 New Holland Avenue  
Lancaster, PA 17601

We, the undersigned, herewith propose and agree to furnish to the participants any item or items at the net prices set opposite each item on the attached sheets.

This proposal is subject to all the terms of the Request for Bids, including all sections and attachments, and any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to bid opening, and we hereby agree to enter into a written contract to furnish such item(s), as may be awarded to us.

We understand that IU13 reserves the right to reject any or all proposals or any portion thereof not deemed satisfactory, or to select single items from any bids.

The form of proposal is being returned to you electronically containing our proposal. A copy was retained for our files.

The undersigned certifies to having read the Request for Bids, including all sections and attachments, and any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to bid opening and offers to furnish supplies and/or materials as specified to IU13 in exact accordance with these specifications and conditions at the prices stated on the attached forms.

Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Name / Title of authorized Bidder (Printed):  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (    ) \_\_\_\_\_ Fax: (    ) \_\_\_\_\_

Email address: \_\_\_\_\_

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

Bid Period:    July 1, 2023 through June 30, 2024

Conditions:    In strict accord with Sections I through VII and all attachments

[END OF ATTACHMENT]

## **ATTACHMENT B: NON-COLLUSION AFFIDAVIT**

Contract / Bid Number: \_\_\_\_\_

State of: \_\_\_\_\_

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ (title) of \_\_\_\_\_ (Name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price (s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the prices(s) nor the amount of this bid, and neither the approximate price (s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) \_\_\_\_\_ (Name of my firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the LANCASTER-LEBANON INTERMEDIATE UNIT 13 AND CAFCO PARTICIPANTS in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from LANCASTER-LEBANON INTERMEDIATE UNIT 13 AND CAFCO PARTICIPANTS of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_ (Name and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ (Notary Public)  
My Commission Expires \_\_\_\_\_

[END OF ATTACHMENT]

**ATTACHMENT C: ADDENDUM ACKNOWLEDGEMENT FORM**

Indicate below your confirmation of all addendums received for the above aforementioned bid. This document will become part of the bid documents and will need to be submitted with the balance of bid documentation.

We hereby confirm receipt of all addendums indicated below in response to the CAFCO 2023-24 Ice Cream Requirements Bid #223-009.

\_\_\_\_\_ ADDENDUM #1

Date\_\_\_\_\_

Signature\_\_\_\_\_

\_\_\_\_\_ ADDENDUM #2

Date\_\_\_\_\_

Signature\_\_\_\_\_

\_\_\_\_\_ ADDENDUM #3

Date\_\_\_\_\_

Signature\_\_\_\_\_

[END OF ATTACHMENT]



**ATTACHMENT D: MINORITY BUSINESS ENTERPRISES TYPE**

Indicate below if your organization is considered a minority business enterprise (MBE), as classified in Federal 2 C.F. R. 200.321. Additionally, indicate the MBE status of any suppliers or subcontractors which may be utilized in this proposal. This document will become part of the bid documents and will need to be submitted with the balance of bid documentation.

Vendor Name: \_\_\_\_\_

- ☐ Minority Owned
- ☐ Women Owned
- ☐ Small Business
- ☐ Section 8A
- ☐ Disabled Veteran
- ☐ HUB

Supplier or Subcontractor \_\_\_\_\_

- ☐ Minority Owned
- ☐ Women Owned
- ☐ Small Business
- ☐ Section 8A
- ☐ Disabled Veteran
- ☐ HUB

Supplier or Subcontractor \_\_\_\_\_

- ☐ Minority Owned
- ☐ Women Owned
- ☐ Small Business
- ☐ Section 8A
- ☐ Disabled Veteran
- ☐ HUB

Date \_\_\_\_\_

Signature \_\_\_\_\_

## **ATTACHMENT E: PIGGYBACK ACCEPTANCE CLAUSE AGREEMENT**

AUTHORIZATION FOR OTHER PUBLIC PROCUREMENT UNITS TO PURCHASE DIRECTLY FROM VENDOR  
ACCORDING TO THE TERMS OF THIS CONTRACT

***THIS FORM MUST BE RETURNED AS PART OF THE BID RESPONSE WHETHER OR NOT THE VENDOR  
AGREES TO PARTICIPATE IN THE PIGGYBACKING PROVISIONS.***

If Vendor indicates its agreement to the piggybacking arrangement, the following conditions will apply:

1. Vendor will have the option to sell services, supplies, materials, and equipment directly to any of the other public procurement units in the Commonwealth of Pennsylvania, in those counties indicated below, that submit purchase orders to the vendor per this bid, and such public procurement units shall have the option to purchase from vendor pursuant to this bid.
2. By this agreement, vendor is required to accept all or any such purchase order requests; provided, however, that vendor may impose reasonable limits on the quantities it is willing to provide to other public procurement units and additional reasonable delivery charges.
3. If vendor agrees to sell items to other public procurement units on a piggybacking arrangement, as evidenced by its acceptance below, vendor agrees that all terms and conditions of its agreement with IU13 including, but not limited to, specifications, price, and quality will apply to items sold to other public procurement units, and such terms including all guarantees and warranties will extend directly to the additional public procurement unit. Vendor acknowledges that IU13 will not be a party to any such sales agreements and will not serve as an intermediary or assume any responsibility with respect to such transactions.
4. Payment for items sold to other public procurement units will be the responsibility of such public procurement units and will be made directly to vendor. To this end, IU13, the vendor, and other public procurement units waive any obligation of those other public procurement units under the application status to make payments directly to IU13.
5. The decision of the vendor to make its product available to other public procurement units under this piggybacking arrangement shall not alter or affect its obligation of full performance to IU13 and the participants listed in Section IV: Participants of this bid.
6. Although IU13 intends, by this provision, to make the piggybacking process available to other public procurement units, subject to the vendor's acceptance as evidenced below, IU13 makes no representation as to the ability of other public procurement units to purchase directly from the vendor without separate compliance with any applicable competitive bidding statutes and vendor and all other public procurement units participating in the process assume the responsibility to determine whether such compliance is excused by this provision and any and all applicable laws or regulations.

Vendor\_\_\_\_\_

Vendor agrees to accept the piggybacking option:

\_\_\_\_\_  
(Please Sign)

Vendor does not agree to accept the piggybacking option:

\_\_\_\_\_  
(Please Sign)

Circle below all Pennsylvania Counties where Piggyback offer will apply:

- |              |              |                  |                |
|--------------|--------------|------------------|----------------|
| • Adams      | • Clinton    | • Lackawanna     | • Pike         |
| • Allegheny  | • Columbia   | • Lancaster      | • Potter       |
| • Armstrong  | • Crawford   | • Lawrence       | • Schuylkill   |
| • Beaver     | • Cumberland | • Lebanon        | • Snyder       |
| • Bedford    | • Dauphin    | • Lehigh         | • Somerset     |
| • Berks      | • Delaware   | • Luzerne        | • Sullivan     |
| • Blair      | • Elk        | • Lycoming       | • Susquehanna  |
| • Bradford   | • Erie       | • McKean         | • Tioga        |
| • Bucks      | • Fayette    | • Mercer         | • Union        |
| • Butler     | • Forest     | • Mifflin        | • Venango      |
| • Cambria    | • Franklin   | • Monroe         | • Warren       |
| • Cameron    | • Fulton     | • Montgomery     | • Washington   |
| • Carbon     | • Greene     | • Montour        | • Wayne        |
| • Centre     | • Huntingdon | • Northampton    | • Westmoreland |
| • Chester    | • Indiana    | • Northumberland | • Wyoming      |
| • Clarion    | • Jefferson  | • Perry          | • York         |
| • Clearfield | • Juniata    | • Philadelphia   | • ALL          |

**ATTACHMENT F: BID REGION ACCEPTANCE AGREEMENT**

Vendor \_\_\_\_\_

Check below the Pennsylvania Counties where vendor will agree to deliver product:

- ☐ **Adams**
- ☐ **Berks**
- ☐ **Cumberland**
- ☐ **Dauphin**
- ☐ **Forest**
- ☐ **Franklin**
- ☐ **Lancaster**
- ☐ **Lebanon**
- ☐ **Lehigh**
- ☐ **Montgomery**
- ☐ **Philadelphia**
- ☐ **Schuylkill**
- ☐ **York**
- ☐ **All**

\_\_\_\_\_  
(Authorized Vendor Signature)

**2023-24 ICE CREAM BID #223-009****ATTACHMENT G*****ALL PRICES ARE TO BE INDICATED AS PER ONE INDIVIDUAL PIECE***

ITEM	LIST PRICE	DISCOUNT	QUOTED PRICE	VENDOR ITEM #	PACK SIZE	COMMENTS
Vanilla Fudge Pushup				24682-31152	36/case	
Cotton Candy Pushup				24682-31661	48/case	
Chocolate Shortcake / Crunchie				24682-31165	36/case	
Strawberry Shortcake / Crunchie				24682-31166	36/case	
Salted Caramel / Crunchie				24682-31167	36/case	
Orange Blossom / Creamsicle				24682-31174	36/case	
LF School Compliant Foam Cup				3 flavors	24/case	
NF School Compliant Foam Cup				2 flavors	24/case	
LF School Compliant Plastic Cup				10 flavors	48/case	
NF School Compliant Plastic Cup				2 flavors	48/case	
LF School Compliant Twister Cone				4 flavors	24/case	
NF School Compliant Twister Cone				3 flavors	18/case	
LF School Compliant Cone				3 flavors	24/case	
LF School Compliant Ice Cream Sandwich				4 flavors	24/case	
School Compliant Fruit Bar				3 flavors	24/case	
Discount percentage for items not specified on bid						

## 2022-23 CAFCO Bid Schedule for the 2023-24 School Year

Fall Advisory Council Meeting (IU13)	Fall Membership 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
09/14/22	10/11/22	11/11/22	11/18/22	12/02/22	12/16/22	01/20/23	02/03/23	02/17/23	2/27/23- 3/6/23- 3/13/23	03/13/23	04/05/23	04/27/23	05/19/23	06/28/23	06/29/23

\*All membership and AC meetings scheduled to start at 8:30AM unless otherwise stated.

CONFIRMATION

LANCASTER-LEBANON IU  
1020 NEW HOLLAND AVE  
LANCASTER PA 17601-

PO#:

<u>Account</u>	<u>AD#</u>	<u>Ordered By</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
1430083	0005605854	Emily Laws	\$0.00	\$204.72	Invoice	\$0.00	\$204.72

**Ad Order Notes:**

**Sales Rep:** jharris2

**Order Taker:** jharris2

**Order Created** 02/22/2023

Product	Placement	Class	# Ins	Start Date	End Date
YOR-Idnews.com	YORW-Legals	Public Notices	3	02/27/2023	03/13/2023
YOR-LEB Daily News	YOR-Legals	Public Notices	3	02/27/2023	03/13/2023

**Text of Ad:** 02/22/2023

**BIDS WANTED**

The Lancaster-Lebanon Intermediate Unit 13 (IU13) invites sealed bids for CAFCO Food, Bakery, Teas, 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 5, 2023 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

**LNP MEDIA GROUP, Inc., P.O. Box 1328, Lancaster, PA 17608**

Account: <b>245299</b>	Ad ID: <b>4540415</b>
Client Type: <b>LT</b>	Description: <b>BIDS WANTED The Lancaster-Lebanon In</b>
Name:	Run Dates: <b>02/27/23 to 03/13/23</b>
Company: <b>LANCASTER-LEBANON IU 13</b>	Class: <b>107</b>
Address: <b>1020 NEW HOLLAND AVE</b>	Orig User: <b>VBOSTWICK</b>
<b>LANCASTER, PA 17601</b>	Lines: <b>22</b>
Telephone: <b>(717) 606-1898</b>	Agate Lines: <b>39</b>
	Inserts: <b>3</b>

Other Charges:	<b>\$15.00</b>	Gross:	<b>\$342.36</b>
Discount:	<b>\$0.00</b>		
Surcharge:	<b>\$0.00</b>	Paid Amount:	<b>- \$0.00</b>
Credits:	<b>\$0.00</b>		
Bill Depth:	<b>2.819</b>	Amount Due:	<b>\$342.36</b>

Notes: 2/27, 3/6, 3/13

**BIDS WANTED**

The Lancaster-Lebanon Intermediate Unit 13 (IU13) invites sealed bids for CAFCO Food, Bakery, Teas, 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 5, 2023 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

Confidentiality Notice: This fax is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, proprietary, confidential or otherwise protected from disclosure. If you are not the intended recipient, you may not use, copy or disclose the message of any information contained in the message. If you have received this communication in error, please notify the sender by telephone and return the fax by mail.

Fax Opt-Out Notice: As required the Telephone Consumer Protection Act of 1991, if you do not wish to receive future unsolicited fax advertisements from Lancaster Newspapers, send your opt-out request to us by email at [class@lnpnews.com](mailto:class@lnpnews.com), by fax at (717)291-8728, or by telephone at (717)291-8711. In order for your request to be effective, you must provide the fax number(s) at which you no longer wish to receive fax advertisements from us. As required by law we will comply within the shortest reasonable time established by the FCC.



**Request approval to award Ice Cream Bid #223-009 (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 2023-2024 CAFCO Ice Cream Bid is a no-requirements based bid and is awarded to one primary vendor in each geographical (county) region. The bid was opened on April 3, 2023 and reviewed by the CAFCO Advisory Team and Collaborative Services on April 27, 2023. Bids were received from only one vendor. A detailed analysis of all bids received is maintained in the IU13 Business Office.

**2023-24 CAFCO Ice Cream Bid #223-009**  
**Bid Award Recommendation - Hershey Creamery**  
*All Counties*

ITEM #	ITEM DESCRIPTION	PRODUCT ID CODE	UNIT OF MEASURE	UNIT PRICE	RECOMMENDED AWARDED VENDOR
NA	Vanilla Fudge Pushup			NO BID	
NA	Cotton Candy Pushup	24682-31661	each	\$ 0.60	Hershey Creamery
NA	Chocolate Shortcake / Crunchie	24682-31165	each	\$ 0.42	Hershey Creamery
NA	Strawberry Shortcake / Crunchie	24682-31166	each	\$ 0.42	Hershey Creamery
NA	Salted Caramel / Crunchie			NO BID	
NA	Orange Blossom / Creamsicle	24682-31174	each	\$ 0.35	Hershey Creamery
NA	LF School Compliant Foam Cup			NO BID	
NA	NF School Compliant Foam Cup	2 flavors	each	\$ 0.43	Hershey Creamery
NA	LF School Compliant Plastic Cup	10 flavors	each	\$ 0.42	Hershey Creamery
NA	NF School Compliant Plastic Cup			NO BID	
NA	LF School Compliant Twister Cone	NA	NA	\$ 0.64	
NA	NF School Compliant Twister Cone			NO BID	
NA	LF School Compliant Cone	2 flavors	each	\$ 0.64	Hershey Creamery
NA	LF School Compliant Ice Cream Sandwich	3 flavors	each	\$ 0.58	Hershey Creamery
NA	School Compliant Fruit Bar	2 flavors	each	\$ 1.30	Hershey Creamery
	Discount percentage for items not specified on bid			NO RESPONSE	

## **BUSINESS SERVICES**

### **Request approval of the following Business Services Items:**

#### **H. Award Bid #223-022, Athletic Trainer/Medical Supplies. (Reference Business Services Exhibit D)**

*(Purpose: To award the Athletic Trainer/Medical Supplies Bid under the Collaborative Services' Collaborative Purchasing Program. Collaborative Services solicits participating districts' needs; aggregates total requirements; and creates, advertises and makes a recommendation to award to the lowest responsible bidder complying with bid specifications. The bid also contains piggyback language so additional entities can participate. The Athletic Trainer/Medical Supplies Bid for 2023-2024 was opened on February 1, 2023 and reviewed by the commodity review team on February 14, 2023. There is a 1 % decrease over last year's unit prices for like items. A detailed analysis of all bids received is maintained in the IU13 Business Office.)*

#### **I. Award Bid #223-023, Custodial Supplies. (Reference Business Services Exhibit E)**

*(Purpose: To award the Custodial Supplies Bid under the Collaborative Services' Collaborative Purchasing Program. Collaborative Services solicits participating districts' needs; aggregates total requirements; and creates, advertises and makes a recommendation to award to the lowest responsible bidder complying with bid specifications. The bid also contains piggyback language so additional entities can participate. The Custodial Supplies Bid for 2023-2024 was opened on February 2, 2023 and reviewed by the commodity review team on February 24, 2023. There is a 14 % increase over last year's unit prices for like items. A detailed analysis of all bids received is maintained in the IU13 Business Office.)*

#### **J. Award Bid #223-024, Copy Paper. (Reference Business Services Exhibit F)**

*(Purpose: To award the Copy Paper Bid under the Collaborative Services' Collaborative Purchasing Program. Collaborative Services solicits participating districts' needs; aggregates total requirements; and creates, advertises and makes a recommendation to award to the lowest responsible bidder complying with bid specifications. The bid also contains piggyback language so additional entities can participate. The Copy Paper Bid for 2023-2024 was opened on March 6, 2023 and reviewed by the commodity review team on March 10, 2023. There is a 15 to 30 % decrease over last year's unit prices for like items. A detailed analysis of all bids received is maintained in the IU13 Business Office.)*

#### **K. Award Bid #223-025, Instructional Classroom Supplies. (Reference Business Services Exhibit G)**

*(Purpose: To award the Instructional Classroom Supplies Bid under the Collaborative Services' Collaborative Purchasing Program. Collaborative Services solicits*

## **BUSINESS SERVICES**

*participating districts' needs; aggregates total requirements; and creates, advertises and makes a recommendation to award to the lowest responsible bidder complying with bid specifications. The bid also contains piggyback language so additional entities can participate. The Instructional Classroom Supplies Bid for 2023-2024 was opened on March 6, 2023 and reviewed by the Commodity Review Team on March 10, 2023. There is a 20% increase over last year's unit prices for like items. A detailed analysis of all bids received is maintained in the IU13 Business Office.)*

### **L. Award Bid #223-026, Instructional Art. (Reference Business Services Exhibit H)**

*(Purpose: To award the Instructional Art Bid under the Collaborative Services' Collaborative Purchasing Program. Collaborative Services solicits participating districts' needs; aggregates total requirements; and creates, advertises and makes a recommendation to award to the lowest responsible bidder complying with bid specifications. The bid also contains piggyback language so additional entities can participate. The Instructional Art Bid for 2023-2024 was opened on March 23, 2023 and reviewed by the commodity review team on April 11, 2023. There is a 20 % increase over last year's unit prices for like items. A detailed analysis of all bids received is maintained in the IU13 Business Office.)*

### **M. Award Bid #223-027, Technology Education. (Reference Business Services Exhibit I)**

*(Purpose: To award the Technology Education Bid under the Collaborative Services' Collaborative Purchasing Program. Collaborative Services solicits participating districts' needs; aggregates total requirements; and creates, advertises and makes a recommendation to award to the lowest responsible bidder complying with bid specifications. The bid also contains piggyback language so additional entities can participate. The Technology Education Bid for 2023-2024 was opened on March 27, 2023 and reviewed by the commodity review team on April 19, 2023. There is a 13% increase over last year's unit prices for like items. A detailed analysis of all bids received is maintained in the IU13 Business Office.)*

### **N. Award Bid #223-019, Assistive Technology Catalog Discount Bid. (Reference Business Services Exhibit J)**

*(Purpose: To award the Assistive Technology Catalog Discount Bid to responsible bidders complying with bid specifications, under the Collaborative Purchasing Program. The 2023-25 Assistive Technology Catalog Discount Bids were opened on April 24, 2023 and were reviewed by Pattan – Harrisburg and IU13 Procurement. A detailed analysis of all bids received is maintained in the IU13 Business Office.)*

## **BUSINESS SERVICES**

### **O. Award Bid #223-008, Bakery Bid. (Reference Business Services Exhibit K)**

*(Purpose: To award bid 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 2023-2024 CAFCO Bakery Bid is a no-requirements based bid and is awarded to one primary vendor in each geographical (county) region. The bid was opened on April 3, 2023 and reviewed by the CAFCO Advisory Team and Collaborative Services on April 27, 2023. Bids were received from only one vendor. There were no bids received for Adams, Forest, or Franklin Counties. A detailed analysis of all bids received is maintained in the IU13 Business Office.)*

### **P. Award Bid #223-009, Ice Cream Bid. (Reference Business Services Exhibit L)**

*(Purpose: To award bid 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 2023-2024 CAFCO Ice Cream Bid is a no-requirements based bid and is awarded to one primary vendor in each geographical (county) region. The bid was opened on April 3, 2023 and reviewed by the CAFCO Advisory Team and Collaborative Services on April 27, 2023. Bids were received from only one vendor. A detailed analysis of all bids received is maintained in the IU13 Business Office.)*

### **Q. Award Bid #223-010, Tea Drinks Bid. (Reference Business Services Exhibit M)**

*(Purpose: To award bid 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 2023-2024 CAFCO Tea Drinks Bid is a no-requirements based bid and is awarded to one primary vendor per geographical (county) region. The bid was opened on April 3, 2023 and reviewed by the CAFCO Advisory Team and Collaborative Services on April 27, 2023. There were no bids received for Forest or Philadelphia Counties. A detailed analysis of all bids received is maintained in the IU13 Business Office.)*

### **R. Award Bid #223-006, Catalog Discount Bid. (Reference Business Services Exhibit N)**

*(Purpose: To award bid under the Collaborative Services' Collaborative Purchasing Program to responsible bidders complying with bid specifications. The 2023-25 Catalog Discount Bids were opened on March 30, 2023 and were reviewed by the Collaborative Services Team. A detailed analysis of all bids received is maintained in the IU13 Business Office.)*

May 23, 2023

Hershey Creamery Company  
ATTN: Chris Smith  
1200 AIP Drive  
Middletown, PA 17057

Dear Sirs,

Lancaster-Lebanon Intermediate Unit 13 (IU13) is pleased to inform you that it is IU13's intent to award the CAFCO Ice Cream Bid #223-009 to the Hershey Creamery Company, for all bid counties, **pending IU13 Board of School Directors' ratification of award at their regularly scheduled meeting on May 24, 2023.**

If awarded, the contract effective start date will be July 1, 2023 with a term of one year, expiring on June 30, 2024.

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:** CAFCO Membership

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

**Date:** August 3, 2023

**Subject:** Executive Summary – 2023-2024 SY Ice Cream Bid #223-009

The 2022-2023 CAFCO Ice Cream was opened on April 5, 2023, reviewed by IU13 Collaborative Services and the CAFCO Advisory Council on April 27, 2023, and awarded by the IU13 Board of School Directors on May 24, 2023.

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

A total of one vendor participated in this year's bid, with one (Hershey Creamery) 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:

- 2023-24 CAFCO Ice Cream Bid Summary, indicating the recommended awards.
- 2023-24 CAFCO Ice Cream Bid vendor contact information

## **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



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.