

PLUM BOROUGH SCHOOL DISTRICT
FOOD & NUTRITION SERVICES
REQUEST FOR PROPOSAL
ICE CREAM PRODUCTS

PROPOSAL DUE – Date: June 12, 2017 Time: 3:00 pm

OBJECTIVES AND PURPOSE

The mission of School Food Service is to provide a variety of healthy school meals at affordable prices in support of the nutritional goals of students. This District participates in Child Nutrition Programs for reimbursement of meals that meet federal standards.

The purpose of this RFP is to obtain ice cream products and services as identified throughout this solicitation at a reasonable cost and by open and free competition.

CONTRACT TERM

The initial award period will begin on July 1, 2017 and end on June 30, 2018. This awarded contract may be renewed for up to one (1) additional one-year term by mutual agreement of the SFA and Selected Distributor.

METHOD OF AWARD

Bids that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. A contract will be awarded to the most responsive and responsible Bidder with the lowest total extended costs.

- A “*responsive Bidder*” will be able to meet the requirements described in this solicitation.
- A “*responsible Bidder*” is willing and capable of furnishing the goods or services described in this solicitation.

For consistency throughout this document, “Distributor” or “Bidder” means a distributor that submits a bid in response to this solicitation. Distributors will be chosen by the criteria below and within the terms of this RFP with highest scoring Bidder subsequently awarded a contract with the District.

Award criteria:

1. Pricing – 45%
2. Previous acceptability by student body – 40%
3. Ability to abide by requested delivery times and dates – 10%
4. MWBE – 5%

BID SUBMISSION

Any Bidder that fails to properly complete or return any information or certifications required by the District or federal/state law will automatically be excluded from consideration for this RFP.

Electronic submissions will not be accepted. Mail or deliver bid submission to:

District Contact Name Plum Borough School District

District Contact Address: 900 Elicker Road, Pittsburgh PA 15239

Bids will be accepted until 3:00 pm on June 12, 2017.

Inquiries regarding bids are to be directed to:

District Contact Name: Jessica Griggle

District Contact Phone: 412-798-6349

District Contact E-mail: grigglej@pbsd.k12.pa.us

Bids will be accepted up to, and no bids may be withdrawn after, the bid due date and time. Bids that arrive after the required time will not be considered. It is the responsibility of the Bidder to ensure that the bid arrives at the required location by the required time. The District shall not waive or extend this requirement for any reason. Telephone, facsimile, electronic mail, and telegraphic bids will not be accepted.

Submit one (1) original bid with original signature. Mark envelope "Food & Nutrition Services – ICE CREAM BID". The bid must include the name of the Distributor/Vendor and be signed by an officer or other employee authorized to submit the bid.

The Bidder must include, along with this RFP bid submission, the manufacturer nutritional documents for all items submitted.

An addendum will be issued to all Bidders if the District determines, prior to bid due date, that there is a discrepancy in or omission from this RFP.

COST OF PREPARING BID

Distributors are responsible for the costs of preparing and submitting the bid, samples and possible presentations. Materials submitted as part of the Distributor bid will become the property of the District unless otherwise noted.

TIMELINE

Listed below are the required dates and times by which actions must be completed. If the District determines that it is necessary to change a date or time or location it will issue an addendum to this RFP. Any time listed is Eastern Standard Time.

Action	Date/Time
RFP released and sent to at least 3 known Dairy Vendors	<i>May 17, 2017</i>
Bid due date and time	<i>June 12, 2017 at 3:00 pm</i>
Date District will award bid winner	<i>June 20, 2017</i>
Estimated first delivery	<i>Tuesday, August 29, 2017</i>

BID AWARD SELECTION

Upon completion of bid evaluations, Districts shall award and contact in writing the Bidder whose bids are most responsive to this proposal. Contract award is contingent upon criteria established in the RFP. Other Distributors/Vendors that have submitted bids will be notified when negotiations have been completed and an award has been made.

The District reserves the right to waive any irregularities or informalities in bids and will notify Bidder to submit corrections with seven (7) days of the notice of the irregularity/informality.

COMMUNICATION AND ORDERING PROCEDURES

Districts shall have the option to place orders as described here:

- Toll free phone ordering
- Internet ordering

Distributor shall designate an account representative/contact to communicate with the District. Distributor shall provide the procedure for special orders of non-stock products upon request by the District. Upon request by the District, the Distributor will provide product purchase reports with detail by dates, delivery location and summary for all locations.

SUBSTITUTIONS

The District expects that, with provided forecasting, the Distributor will fulfill all orders without shortages, outages, or substitutions. Distributor shall not sub-contract items from another vendor.

If Distributor is temporarily out of stock or short on a particular item, an equal or superior product may be delivered at an equal or lower price with prior approval by the District not less than twenty-four (24) hours prior to scheduled delivery. Substitutions at higher prices can be made only upon prior approval of the District. Substitutions should be labeled clearly as such on each invoice with the appropriate code the substitute item.

DELIVERY LOCATIONS AND PIGGYBACKING

Schools and other locations requiring deliveries are listed below with their delivery requirements. A map of any location will be supplied upon request. The delivery frequency for each location listed below will be acceptable by the Bidder. The Bidder must note below if frequencies cannot be adhered to.

The District reserves the right to add schools or other institutions it may acquire during the course of an award under this RFP with no change in terms.

SCHOOL NAME	ADDRESS	PHONE	HEAD COOK	DELIVERY FREQUENCY
Plum Sr. High School	900 Elicker Rd. Plum PA	412-798-6307	Donna Grasinger	1x/week
AE Oblock Jr. High	440 Presque Isle Dr. Plum	412-798-6398	Patty Brennen	1x/week
Pivik Elem. School	151 School Rd, Plum	412-798-6386	Terri Halasowski	1x/week
Center Elem School	201 Center-New Texas Rd, Plum	412-798-6382	TBD	1x/week
Holiday Park Elem Sch.	313 Holiday Park Dr. Plum	412-798-6376	Dolores Stuckert	1x/week
Regency Park Elem Sch.	4795 Havana Dr. Plum	412-798-6374	Kim Spencer	1x/week

DELIVERIES

Deliveries must be made before 8:00 am on the day of delivery. Deliveries are Monday-Friday. The Bidder must note on the line below if time cannot be adhered to.

The driver must unload and slot product. All shipments shall be delivered FOB: Destination – no freight allowed. Delivery shall be made only as called for unless the District has establishes an alternate process with the Bidder.

Exterior of packaging and cartons shall be free of dirt, ice, water, and milk and shall be in such conditions that they can be placed directly on the serving line

All items shall be clean, sound, wholesome, and be free from foreign material such as, but not limited to, dirt, insect parts, hair, wood, glass, or metal.

PAYMENT TERMS

The District will pay within 30-days from receipt of the weekly/monthly invoice or statement, for ordered/delivered products only.

The District is a tax exempt, non-profit organization and will provide Tax-Exempt Certificate upon request.

Credit shall be given at the time of delivery for any and all items deemed unacceptable by the District.

Discounts/terms for prompt payment will not be considered in the evaluation of bids. Quantity or other discounts earned, as outlined by the PMMB, will be calculated and granted to the District.

GRATUITIES

Bidders are expressly advised that personal gratuities are not allowed. District employees may not accept any gift, service, honorarium, stipend, or fee; or use their position for private advantage or personal, financial, or material gain. The District will investigate reported violations. Bidders, whom the District finds to have violated these provisions, may be barred from doing business with the District.

PRODUCT SPECIFICATIONS

Appendix B lists the specifications and anticipated purchase quantities.

- Where a brand is listed, provide the price and indicate if the product is a non-stock/special order.
- Where acceptable alternates to the primary brand are listed, provide data only if the item is special order or you are unable to supply the branded item listed.
- Quantities shown in column 8 of Appendix B are estimated purchases of each product during the specified RFP time period. District attempts to estimate within 10-15 percent of actual requirements. Changes in student preferences affect purchase quantities.

All ice cream product specified must meet SMART SNACK guidelines as defined by the USDA.

STANDARD TERMS AND CONDITIONS

- ATTACHMENT A: Distributor Agreement Form
- ATTACHMENT B: Distributor Product Pricing Form (includes District usage)
- ATTACHMENT C: Suspension and Debarment Certification
- ATTACHMENT D: Lobbying Certification
- ATTACHMENT E: Disclosure of Lobbying Activities
- ATTACHMENT F: Affidavit of Non-Collusion
- ATTACHMENT G: Protest Procedures

RECORDKEEPING

Books and records of District purchases shall be made available, upon request, in an easily accessible manner for a period of five (5) years from the final payment, for audit, examination, excerpts and transcriptions by District, state, and federal representatives and auditors.

INSURANCE

Distributor/Vendor shall maintain all required and proper insurance for the period during which purchases are made, including, but not limited to Comprehensive General Liability Insurance, Property Damage Insurance, Workers Compensation Insurance, and Automobile Liability Insurance.

TERMINATION FOR CONVENIENCE

The District may terminate the awarded contract prior to the expiration of the term, without cause and without penalty, upon thirty (30) days written notice to the awarded Distributor.

TERMINATION FOR CAUSE

When federal funds are expended by the District, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

- A. The District reserves the right to terminate the contract, without penalty, with awarded Bidder within sixty (60) days and negotiate with other Bidders of the same or future RFP if the awarded Bidder's product is deemed unacceptable by the student body.
- B. If in the best interest of the District, the District reserves the right to accept or reject any and all bids or portions thereof and issue a new RFP, or take other any action as District deems appropriate to secure suitable pricing and/or services, without penalty.
- C. Should the awarded Bidder fail to maintain its obligations under this RFP at any time during the course of the award period, the District reserves the right to refer to line B above and terminate the contract with the Bidder.

The Bidder has the right to withdraw its bid if the District changes the type of award as described in this RFP. The Bidder will give the District a 60-day notice prior to any stop in service in order to rectify issues or negotiate additional terms with the Bidder for continuance of service to the District.

FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the contractor or the school district.

FOOD LAWS

Distributor shall be expected to operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities, including but not necessarily restricted to, a HACCP plan. The District may inspect Selected Distributor's facilities and vehicles. Selected Distributor must have documented its company's compliance with Good Agricultural Practices (GAPs), Standard Operating Procedures (SOPs), Sanitary Standard Operating Procedures (SSOPs) and

Good Management Practices (GMPs) for farm and field operations, packing facilities, cold storage operations, produce shippers, and their distribution facilities, if appropriate. Distributor shall comply with Pennsylvania Consolidated Food Licensing Laws.

Upon request from School, Distributor shall provide:

- Letter of guarantee of compliance with food safety laws and truck temperature logs.
- Latest facility inspection forms and comments from applicable federal, state and local agencies.
- Procedures for food safety and sanitation, including procedures used for product holds or recalls.

BIOSECURITY

Distributor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, FDA and under the USDA, Food Safety, and Inspection Service. Distributor will define their biosecurity policy and procedures upon request of the District.

FOOD RECALL

Distributor shall be expected to voluntarily comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Distributor shall have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the District and assurance that unsafe products are identified and removed from District sites in an expedient, effective, and efficient manner. Selected Distributor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Distributor will define their policy and procedures for handling food recalls on a separate document to be submitted along with bid.

EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must 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."

CONTRACT VIOLATIONS – 41 U.S.C. 1908

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.

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 OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains 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.

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Contractors 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 U.S.C. 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.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.

CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

USE OF SMALL, MINORITY, AND WOMEN'S BUSINESSES (7 CFR 3019.1 (1); 225.17(D) AND 2 CFR PART 200.321.

The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If a formal RFP is issued, the school may choose to award additional points to these businesses.

Affirmative steps must include: Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's

business enterprises; Using 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 Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

BUY AMERICAN

As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d).

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to the district contact, a minimum of 5 day (s) in advance of delivery. The request must include the: a) Alternative substitute (s) that are domestic and meet the required specifications: i) Price of the domestic food alternative substitute (s); and ii) Availability of the domestic alternative substitute (s) in relation to the quantity ordered. b) Reason for exception: limited/lack of availability or price (include price); iii) Price of the domestic food product; and iv) Price of the non-domestic product that meets the required specification of the domestic product.

NON-DISCRIMINATION STATEMENT

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form.

To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

Appendix A
PLUM BOROUGH SCHOOL DISTRICT
FOOD & NUTRITION SERVICES
REQUEST FOR PROPOSAL
ICE CREAM BID

Bids will be accepted until 3:00 pm on June 12, 2017

The undersigned hereby offers to provide ice cream products as specified in this RFP for the period of **July 1, 2017 to June 30, 2018**.

I understand:

- any awarded contract may be renewed for up to one (1) additional one-year term by mutual agreement of the District and Selected Distributor.
- any Bidder that fails to properly complete or return any information or certifications required by the District or federal/state law will automatically be excluded from consideration for this RFP.
- the District reserves the right to reject any or all bids, and that this bid may not be withdrawn during a period of sixty (60) days from the time of opening of the bid.

To be completed by Bidder

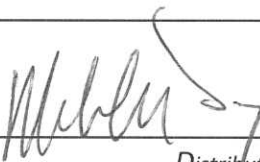
DISTRIBUTOR NAME

Hershey Ice Cream

DISTRIBUTOR ADDRESS

217 Vandale St.
Houston Pa 15342

SIGNATURE:



Distributor authorized representative only

PRINTED NAME

Mark Day

TITLE

Branch Manager

DATE

5-19-17

Appendix C

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred as required by (2 CFR 180). Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

By submitting this offer and signing this certificate, the proposer certifies the company and principals:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not, within a three-year period, preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not, within a three-year period, preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. Are not presently listed on the Federal Government Terrorism Watch List as described in Executive Order 13224.

The inability of a proposer to provide the certification required will not necessarily result in denial of participation in this covered transaction. The proposer shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the District's determination whether to enter into this transaction. However, failure of the proposer to furnish a certification or an explanation shall proposal reason for disqualification from participation in this transaction.

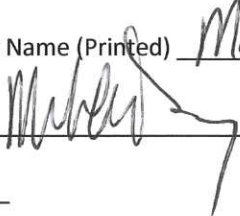
The proposer shall provide immediate written notice to the District if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

Proposer's Name Hershey Ice Cream

Proposer's Address 217 Vandale St Houston Pa 15342

Proposer's Telephone 724-746-9200

Authorized Company Official's Name (Printed) Mark Day

Signature of Company Official 

Date 5-19-17

Appendix D

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) **If any** funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than **\$100,000** for such failure.

*****THIS FORM MUST BE SIGNED AND DATED EVEN IF NO ACTIVITY*****

SIGNATURE: 

TITLE: Branch Manager

DATE: 5-19-17

Appendix E

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____, if known: <i>Hershey</i> <i>217 Vandale St</i> <i>Houston Pa 15342</i> Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u><i>Mark Day</i></u> _____ Print Name: <u><i>Mark Day</i></u> _____ Title: <u><i>Brand Manager</i></u> Telephone No.: <u><i>724-746-9200</i></u> Date: <u><i>5-19-17</i></u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Appendix F

AFFIDAVIT OF NON-COLLUSION

Bids will not be considered unless this affidavit is fully executed including the affidavit of the notary and the notarial seal.

This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antbid-Rigging Act, 73 P.S., 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

I state that I am Branch Manager (title) of Hershey Ice Cream (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 Offer.

I state that:

1. The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
2. That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation 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 an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
4. The Offer 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 Offer.
5. Hershey Ice Cream (name of 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 of 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 described in the attached appendix.
6. I state that Hershey Ice Cream (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the District in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the District of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this 24 day of MAY, 2017

Notary Public

My Commission Expires: 5-24-20

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Linda L. Mc Cullough, Notary Public
City of Washington, Washington County
My Commission Expires May 24, 2020

Appendix G

ICE CREAM CONTRACT SOLICITATION AND AWARD PROTEST PROCEDURE

Bid protest procedures: A protest shall comply with and be resolved according to federal, state and local laws which may include those regulations found in OMB Circular A-87, A-122, 2 CFR 200 and 7 CFR 210, 220, 3016, 3019 and the Pennsylvania School Code.

If any Distributor who submitted a bid has an objection to the award of the contract to the apparent Selected Distributor, the objecting Distributor shall furnish that protest, in writing using the form provided, to the SFA within seven (7) business days of the date of the Distributor notification of the awarded contract.

The written protest shall be delivered to the address of the individual listed as the District contact in this RFP.

A protest of a solicitation shall be received by the named individual before the offer due date. A protest of a proposed award or of an award shall be filed within Seven (7) days after the protestor knows or should have known the basis of the protest.

A protest shall include:

- the name, address, and telephone number of the protestor;
- the signature of the protestor or an authorized representative of the protestor;
- identification of the purchasing agency and the solicitation or contract number;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- the form of relief requested
- The protest shall describe in detail the basis for the protest, and shall request a determination under this section.

If a protest is filed in a timely fashion, the District will review the basis for the protest and relevant facts under such terms and conditions as the District considers proper.

Upon completion of the review, the District shall submit its findings and recommendations to the school board members who shall then review the matter under such terms and conditions as deemed proper. Upon receipt of authority to act from the SFA's school board members, the District will notify those Bidders involved of its decision. The decision shall be final and binding on the objecting Distributor.

The District shall, in all instances, disclose information regarding protests to State Agency.