



# Request for Proposal

## 2024-2025 Ice Cream Vendor

**Sealed Proposals Due:  
June 3, 2024 at 9:00 am CST**

**Proposals to be marked: 2024-2025 Ice Cream Vendor**

### **Mailed or delivered to:**

Mehlville School District  
School Food & Nutrition Office  
69 Randolph Place  
St. Louis, MO 63125

**Contact Information:**

Katie Gegg, RD, SNS  
Director of School Food and Nutrition Services  
gegk@msdr9.org  
Phone: (314) 467-5250

**Date Issued:** April 15, 2024

Proposal: **Ice Cream Vendor**

The Mehlville School District R-9 (MSD) is requesting proposals for furnishing all supplies as the school district's Ice Cream Vendor. The District also included ice cream specifications on the Prime Vendor bid.

Specifications will be attached to this document.

Proposals will be received until **9:00 am on June 3, 2024**, in the office of the Director of School Food and Nutrition at 69 Randolph Place, St. Louis, Missouri 63125.

**PROPOSALS**

Proposals shall be made out on the forms which will be provided by MSD. No other type of submittal will be honored. Proposals shall be enclosed in an envelope, sealed and plainly marked "**Ice Cream Vendor 2024-2025**", and mailed or delivered to Mehlville School District, School Food and Nutrition Office, 69 Randolph Place, St. Louis, Missouri 63125. Proposals must be received no later than **9:00 am on June 3, 2024**.

No proposal can be withdrawn after the time set for the receiving of proposals and pending consideration and action upon same by the Board of Education

**REQUIRED FORMS:**

Bidders shall complete the following forms:

1. Vendor Information and Signature Form
2. Vendor Product Proposal Form
3. E-Verify
4. Debarment, Suspension and Ineligibility Certification
5. Byrd Anti-Lobbying Amendment Compliance and Certification

Proposal: **Ice Cream Vendor**

Delivery:

Direct delivery is guaranteed on all items in the specifications and proposal forms on which a proposal is submitted. Orders for shipment will be given once a week for shipment within one week. Proposal prices shall be based upon 17 delivery points. Please note, all 17 schools may not offer ice cream products.

**Deliveries will be accepted only at these locations between the hours of 7:00 A.M. & 1:00 P.M.**

Mehlville High School  
3200 Lemay Ferry Road  
St. Louis, Mo. 63125

Bierbaum Elementary  
2050 Union Road  
St. Louis, Mo. 63125

Oakville High School  
5557 Milburn Road  
St. Louis, Mo. 63129

Blades Elementary  
5140 Patterson Road  
St. Louis, Mo. 63129

Bernard Middle School  
1054 Forder Road  
St. Louis, Mo. 63125

Forder Elementary  
623 W. Ripa  
St. Louis, Mo. 63125

Buerkle Middle School  
623 Buckley Road  
St. Louis, Mo. 63125

Oakville Elementary  
2911 Yaeger Road  
St. Louis, Mo. 63129

Oakville Middle School  
5950 Telegraph Road  
St. Louis, Mo. 63129

Point Elementary  
6790 Telegraph Road  
St. Louis, Mo. 63129

Washington Middle School  
6165 Ambs Road  
St. Louis, Mo. 63128

Rogers Elementary  
700 Fine Road  
St. Louis, Mo. 63129

Beasley Elementary  
3131 Koch Road  
St. Louis, Mo. 63125

Trautwein Elementary  
5011 Ambs Road  
St. Louis, Mo. 63128

Hagemann Elementary  
6401 Hagemann Road  
St. Louis, Mo. 63128

Wohlwend Elementary  
5966 Telegraph Road  
St. Louis, Mo. 63129

MOSAIC Elementary  
3701 Will Avenue  
St. Louis, Missouri 63125

**Proposal: Ice Cream Vendor**

**GENERAL CONDITIONS**

**CONTRACT:**

The contract shall be executed on July 1, 2024 and last for the duration of one school year.

**EVALUATION:**

Price, total items proposed, product specifications, delivery and overall qualifications will be considered in the evaluation of this agreement. Below is the point value for the factors being evaluated.

Price	40 points
Total items proposed	20 points
Product specifications	20 points
Delivery	15 points
Overall qualifications	5 points

MSD reserves the right to reject any proposal if the evidence submitted by, or investigation of, such submitter fails to satisfy MSD that such submitter is properly qualified to carry out the obligations of the contract. MSD, the Board of Education or its authorized representative reserves the right to reject any or all proposals or any part thereof. Based on the proposals, the District may decide to purchase ice cream products from the prime vendor.

**COLLUSION CLAUSE:**

By submission of this proposal, each submitter and each person signing on behalf of any submitter certified, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices of this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other submitter or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the submitter prior to opening, directly or indirectly, to any other submitter or to any competitor.
3. No attempt has been made or will be made by the submitter to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

**BUY AMERICAN PROVISION:**

Successful submitters certify his/her company complies with the Buy American Provision that the food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes, substantially means over 51 percent of the processed food is from American-produced products. If the bidder is unable to certify compliance with the Buy American provision, the bidder shall state this in his/her response and provide an explanation as to why it cannot certify compliance. Substitutions with a non-domestic product must be approved in writing by the SFNS Director prior to the delivery of the product to the school.

**Proposal: Ice Cream Vendor**

**REFERENCES:**

Please provide a list of three (3) references, preferably educational institutions, for whom you have provided food and supplies for within the past two (2) years. Produce names, titles and contact numbers for each reference. The District may contact these references to discuss vendor performance.

**EQUAL EMPLOYMENT OPPORTUNITY:**

All contracts awarded having a value of more than \$10,000 shall require the successful vendor to be in compliance with Executive Order 11236, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (4 CFT Part 60.)

**ORDERING AND RECEIVING GOODS:**

MSD reserves the right to inspect delivered goods. If the goods cannot be inspected at the time of delivery, the successful submitter shall abide by the results of an inspection at a later time. The successful submitter agrees that any discrepancies will receive prompt attention and correction.

Only proposals on domestic (USA) products will be accepted. All Products will contain FDA approved ingredients. All products will conform to the federal, state and local regulations for standard of identity, fill, sanitation and wholesomeness. All graded products will conform to their respective grading standards. All food products will be fresh and show no evidence of spoilage, deterioration, foreign objects or pest infection. All products will be packed or wrapped in suitable grease and moisture proof container or wrappings. Delivery trays and storage/display racks supplied must be sanitary, free from visible dirt, grease, or corrosion, and in good repair.

**SUBSTITUTIONS:**

Successful submitters shall not make any substitutes of items for delivery. Substitutions may be allowed on those items not available from any source, and then at all equal or better quality and same price as the item for which the substitution is made. For approval of such substitutes, request must be made to the SFNS Director.

**CN & NUTRITION LABELING:**

Following proposal awards each vendor is responsible for securing and submitting labeling information for all awarded products as requested by the SFNS Director. All food products must display nutrition labeling and CN labels as mandated by the U.S.D.A.

**POOR PERFORMANCE:**

MSD also reserves the right to annul/terminate any contract if, in its opinion, there shall be a failure, at any time to perform faithfully any of its stipulations; or, in any case of any willful attempt to impose upon MSD product inferior to that which is required by contract. In the event of termination, the District shall give the vendor written notice thirty (30) days prior to termination. The District may thereafter procure products/services from other vendors.

**Proposal: Ice Cream Vendor**

**VELOCITY REPORTS:**

In order to more accurately reflect the quantities, type of materials, and dollar volume generated, the successful vendor will provide the District a velocity report when requested. This summary could be in the form of a computer printout, copies of invoices, copies of itemized monthly statements, or some other method that the vendor could devise.

**PAYMENT:**

Regulations require the District to maintain separate account records for each school in the District. To comply with these regulations, it will be necessary for each successful submitter to issue two (2) duplicate invoices for each delivery made to any school within MSD. These duplicate invoices must accompany each delivery and remain at the school for proper disposition. It is also necessary that a statement of our account be rendered and mailed to the School Food and Nutrition Service's Office, 69 Randolph Place, St. Louis, Missouri 63125. Payment will be made on a monthly basis after invoices are received and discrepancies are resolved.

**TAX EXEMPT STATUS:**

Submitters shall not include Federal Excise Tax, Transportation Tax, or Missouri Sales Tax in price quotations, as these taxes are not applicable to school district. A tax letter will be supplied upon request.

**TOBACCO FREE ENVIRONMENT:**

The Mehlville School District is a tobacco free environment. No tobacco products may be used on District grounds or in facilities.

**DEBARRED OR SUSPENDED PROVIDERS:**

The Mehlville School District will not do business with providers who have been suspended or debarred on a state or federal level. Before making purchasing decisions, district staff will verify the desired provider is in good standing.

**CONTRACT WORK HOURS AND SAFETY STANDARD ACT:**

The contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

**BYRD ANTI-LOBBYING AMENDMENT:**

Pursuant to 31 USC 1352, the contractor must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions.

Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the contractor must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR & 3018.100



## **School Food & Nutrition Services**

### **Code of Conduct**

Employees, officers, or agents of the Mehlville School District who engage in the selection, award, and administration of contracts funded by federal awards will avoid potential personal and organizational conflicts of interests and abide by established standards for acceptance of gifts or incentives in an effort to maintain a procurement environment conducive to free and open competition.

#### **Procedure:**

In accordance with the general procurement standard in Title 2, code of Federal Regulations (2 CFR), Section 200.318, each agency must develop and maintain written standards of conduct to cover potential personal and organizational conflicts of interest. Such written standards must govern the actions of agency employees, officers, or agents who engage in the selection, awards, and administration of contracts funded by federal awards.

The Mehlville School District establishes this code of conduct in accordance with federal regulations to:

- \* Prohibit employees, officers, or agents from soliciting gifts, travel packages, and other incentives from prospective contractors or their agents.
- \* Prohibit employees, officers, or agents from participation in the selection, award, and administration of any contracts supported by a federal award if the employee has a real or apparent conflict of interest.
- \* Set standards for situations when the financial interest is not substantial or a gift is an unsolicited item of nominal value and any be acceptable.
- \* Establish disciplinary actions to be taken in the event the standards are violated.

#### **Conflict of Interest:**

A conflict of interest arises when an agency's employee, officer, agent or any member of their immediate family, a partner, or an organization that employs or is about to employ any immediate family member, has a financial or other interest in – or would gain a tangible personal benefit from – a firm considered for a contract. Organizational conflicts of interest may also exist where there is a relationship with a parent, affiliate, or subsidiary organization and the organization is unable or appears to be unable to be impartial in conducting a procurement action involved with a related organization per 2 CFR, Section 200.318©(2). Potential conflict of interest must be disclosed in writing to the Mehlville School District's Board of Education immediately for reporting to the Department of Elementary and Secondary Education (DESE) as required by 2 CFR, Section 400.2(b).

## **Procurement Standards:**

Procurement transactions must be conducted in a manner that allows for full and open competition consistent with the standards stated in 2 CFR, Section 200.319. To ensure objective vendor performance and eliminate unfair competitive advantage, vendors that develop or draft specifications, requirements, statement of work, invitation for bid (IFB), or requests for proposals (RFP) must be excluded from competing for the awards per 2 CFR, Section 200.319(a).

Actions that restrict competition included, but are not limited to:

- \* Placing unreasonable requirements on firms in order for them to qualify to do business.
- \* Requiring unnecessary experience and excessive bonding.
- \* Conducting noncompetitive pricing practices between firms or between affiliated companies.
- \* Awarding noncompetitive contracts to consultants who are on retainer contracts.
- \* Allowing organizational conflicts of interest.
- \* Specifying a brand name of a product instead of allowing an equal product to be offered by describing product performance and other relevant requirements.
- \* Engaging in any arbitrary action during the procurement process such as awarding a contract – without a valid reason – to a vendor that did not rank first (or lowest in price) according to the agency’s evaluation criteria when awarding a contract.

## **Incentives:**

Incentives that may serve to induce or influence an employee engaged in the selection, award, or administration of contracts is unlawful. Examples include, but are not limited to:

- \* Extra goods or services that were solicited
- \* Gifts such as free merchandise, event tickets, gift cards
- \* Money for scholarships
- \* Cash
- \* Points that can be redeemed for merchandise

To avoid non-compliance with federal procurement regulations, including, but not limited to 2 CFR, Section 200.318, 200.319, and 400.2, and to prevent bid protest, Mehlville School District prohibits its employees, officers, or agents from accepting any incentives offered by a bidder for anyone’s personal use.

## **Consequences:**

Complaints or irregularities related to procurement of goods and services for the federally-funded food service program are reported to the Department of Elementary and Secondary Education (DESE) for investigation per 7 Code of Federal Regulations, Section 210.19(a)(4). Such reporting extends to the performance of individuals and organizations engaged in contract solicitation, award, and administration. DESE oversight may include a review of this written code of conduct and its application to appropriate parties.



Consequences for failure to comply with federal regulations are outlined in 2 CFR, Section 200.338 and 200.339. These consequences may include withholding cash payments, suspension of program funding, denial of all or part of the cost of the noncompliant activity, other remedies deemed appropriate by the state agency, and termination. Other consequences, including civil or criminal penalties, lawsuits, and bid protests, may result in public mistrust.

All members, officers, and agents of the Mehlville School District participating in procurement activities with the organization are responsible for ensuring that their behaviors comply with all applicable laws, program instructions, and guidance materials. If any employee, office, or agent of the Mehlville School District violates the above code of conduct, he or she will be disciplined accordingly. That discipline may include termination.



## **Ice Cream Vendor 2024-2025**

### **VENDOR INFORMATION AND SIGNATURE FORM**

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

**Authorized Representative:** \_\_\_\_\_

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

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

**City/State:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_



## Ice Cream Vendor 2024-2025 Vendor Product Proposal Form

**Note all products must meet the following criteria:**

- 35% of calories from fat
- 35% of weight from total sugar
- 200 calories
- 10% of calories from saturated fat
- Zero grams of trans fat

Item	Size	Approx. Usage	Bid Info
Cups, Chocolate	4 oz.	500 dozen	Brand: _____ oz. \$ _____ Per dzn \$ _____
Cups, Vanilla	4 oz	500 dozen	Brand: _____ oz. \$ _____ Per dzn \$ _____
Cups, Strawberry	4 oz.	225 dozen	Brand: _____ oz. \$ _____ Per dzn \$ _____
Fudge Bar	2.5 oz.	400 dozen	Brand: _____ oz. \$ _____ Per dzn \$ _____
Low Fat Ice Cream Sandwich	3.5 oz	500 dozen	Brand: _____ oz. \$ _____ Per dzn \$ _____
Low Fat Chocolate Shortcake Bar	3 oz.	500 dozen	Brand: _____ oz. \$ _____ Per dzn \$ _____
Low Fat Strawberry Shortcake Bar	3 oz.	400 dozen	Brand: _____ oz. \$ _____ Per dzn \$ _____
Sour Swell Cherry Sherbet Bar	2.5 oz.	525 dozen	Brand: _____ oz. \$ _____ Per dzn \$ _____
Polar Pole-Push Up, Orange, Rainbow Sherbet	2.75 oz.	550 dozen	Brand: _____ oz. \$ _____ Per dzn \$ _____

Additional items:

**FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY” AFFIDAVIT)**

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract or grant in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm by signing this affidavit and provide documentation **annually** that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) Agrees to have an authorized person execute the “Federal Work Authorization Program Affidavit” and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) Affirms it is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA) with respect to employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) Agrees to provide documentation annually of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relates to Missouri Revised Statute 285.530; and
- g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: \_\_\_\_\_ (signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_ (company name)

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public Signature

My commission expires: \_\_\_\_\_

**DEBARMENT, SUSPENSION AND INELIGIBILITY CERTIFICATION**

To provide a complete proposal a Contractor must certify that neither their organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or other with declared ineligible by a Federal agency.

**I, the undersigned officer or agent for the contractor named below, certify that neither this organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.**

Vendor's Name: \_\_\_\_\_

Authorized Officer or Agent: \_\_\_\_\_

Printed name of company official signing above: \_\_\_\_\_

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

**BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION**

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the “Byrd Anti-Lobbying Amendment.”

- (a) FAR 52.203-12, “Limitation on Payments to Influence Certain Federal Transactions” is hereby Incorporated by reference into this certification
  
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
  - (1) No 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 on his or her behalf 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 (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.
  
- (c) 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 and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_