

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

**Tulare City School District Nutrition Services
600 North Cherry St.
Tulare, Ca 93274
559-687-3188
www.nutritionservices.tcsdk8.org**

Issue Date	April 16, 2021	8:00 AM
Bidders' Conference	None	
Proposal Submission Deadline	May 21, 2021	1:00 PM
Expected Board Approval	June 22, 2021	12:00 PM

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

TABLE OF CONTENTS

	Page(s)
Notice of Request for Proposals	3
Request for Proposal Signature Page	4-5
Bidder Checklist	6
General Bid Instructions and Conditions	7-13
Contract Terms and Conditions	14-18
Federal Nondiscrimination Statement	19
Code of Conduct	20-21
Questionnaire	22-25
References	26
Attachment "A" Vendor Insurance	27
Drug-Free Workplace Certification	28-29
Non-Collusion Affidavit	30
Certification and Disclosure Statements	31-34
Suspension and Debarment Certification	35
Instructions for Suspension and Debarment Certification	36-37
Certification Regarding Lobbying	38-39
Disclosure of Lobbying Activities	40-41
Instructions for Disclosure of Lobbying Activities	42-43
Attachment A: Proposal Worksheet	Separate Excel spreadsheet

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

To: Tulare Advance Register/Visalia Times Delta Attn: Legal Notices	This Legal Notice is to be published on the following dates:
Email: Legals@visaliatimesdelta.com	First Publication: April 16, 2021 Second Publication: April 23, 2021

NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Education for the Tulare City School District will receive sealed bids at 600 N. Cherry St. Tulare, CA 93274, **up to 1:00 P.M., Friday, May 21, 2021**, for the **Distribution of Commercial and Commodity Food Products**, for the 2021-2022 School Year.

RFP forms and specifications can be viewed and downloaded by visiting the Tulare City School District website: www.tcsdk8.org, or in the Business Office located at 600 N. Cherry, Tulare, CA 93274.

The Board reserves the right to reject any or all proposals, to be the sole judge of suitability of proposals and to waive any information in bids received.

BOARD OF EDUCATION
Tulare City School District

By: Joyce Nunes
Assistant Superintendent of Business Services

Proposal Submission Deadline	Friday May 21, 2021	1:00 PM (PT)
-------------------------------------	----------------------------	---------------------

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

REQUEST FOR PROPOSAL SIGNATURE PAGE

Please consider this letter an invitation to bid for Nutrition Services Distribution of Commercial and Commodity Food Products for the Tulare City School District 2021-2022 school year. Bid prices are to reflect the prices that will be in effect July 1, 2021.

Please note that we will consider delivery of Nutrition Services Distribution of Commercial and Commodity Food Products to two locations in the General Contract Terms and Conditions of the Bid. You are invited to inspect our receiving facilities if desired, by appointment only.

All bids are to be sealed and submitted to the Tulare City School District Business Office to the Assistant Superintendent of Business Services, Joyce Nunes, 600 N. Cherry St., Tulare CA 93274.

Documents for Nutrition Services Distribution of Commercial and Commodity Food Products Bid can be viewed and downloaded by visiting the Tulare City School District website at www.tcsdk8.org. The bid documents include the General Bid Instructions and Conditions, Contract Terms and Conditions, Distribution of Commercial and Commodity Food Products Proposal Worksheet, copy of Notice to Bidders, of which the legal notice appears in the Tulare Advance-Register and Visalia Times Delta. Also included are Federal Nondiscrimination Statement, Procurement Code of Conduct, Questionnaire, References, Attachment "A" Vendor Insurance, Drug-Free Workplace Certification, Non Collusion Affidavit, Certification and Disclosure Statements, Suspension and Debarment Certification, Certification Regarding Lobbying, Disclosure of Lobbying Activities, References, and the Bidder's Checklist. These forms are to be signed and submitted with your bid proposal. Sealed bids will be received **up to 1:00 P.M., May 21, 2021** when they will be received and opened at a later date and prepared for consideration at a meeting of the Board of Trustees scheduled to be held Tuesday, June 22, 2021. Please indicate Distribution of Processed USDA Foods and Commercial Food Products Bid 2021-2022 School Year on the outside of the envelope submitted.

INQUIRES: Any and all questions or clarification for the bid documents or products listed shall be directed in writing no later than May 12, 2021 by 4:00pm to:

Joyce Nunes
Assistant Superintendent Business Services
bids@tcsdk8.org

TCSD shall post on its website at <http://www.tcsdk8.org> (under the 'Bids' section of the Business Department page) answers and clarifications to all bidders in the form of an addendum by March 26, 2021. It is the responsibility of the bidder to check the website for any addendums.

Thank you for your interest in bidding the needs of Tulare City School District.

Sincerely,
Sandra Cory
Administrative Assistant - Business Department

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor.

Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Email Address	
Complete Mailing Address	
City, State, Zip	
Phone Number	
Date	

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

BIDDER CHECKLIST

This checklist is provided as a convenience to assist bidders in ensuring that a complete bid package is returned. It is not represented as being comprehensive and compliance therewith does not relieve the bidder of responsibility for compliance with any bid requirement which may not be mentioned specifically in this checklist. Completed original documents are required; fax or email documents will not be accepted.

All of the listed items must be fully completed and returned to constitute a complete bid package.

Check ✓	Page(s)	
		Request for Proposal Signature Page <i>Return completed hard copy with original signature.</i>
		Questionnaire <i>Return completed hard copy with original signature.</i>
		References <i>Return completed hard copy.</i>
		Attachment "A" Vendor Insurance <i>Return completed copy</i>
		Drug-Free Workplace Certification <i>Return completed hard copy with original signature.</i>
		Non-Collusion Declaration <i>Return completed hard copy with original signature.</i>
		Suspension and Debarment Certification <i>Return completed hard copy with original signature.</i>
		Certification Regarding Lobbying <i>Return completed hard copy with original signature.</i>
		Disclosure of Lobbying Activities <i>Return completed hard copy with original signature.</i>
	Separate Excel document	Request for Proposal Worksheet- 4 tabs <i>Tab 1- USDA/Commodity</i> <i>Tab 2- Commercial/Grocery</i> <i>Tab 3- Bread</i> <i>Tab 4- Shelf Stable Fruit Juice</i> <i>Return completed Excel spreadsheet in Excel format on data storage device;</i> <i>data storage device will not be returned to bidder.</i>

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

GENERAL BID INSTRUCTIONS AND CONDITIONS

NOTE: Return one original copy of our bid. Please make a copy for your records.

TIME AND PLACE OF BID OPENING

Bids will be opened at Tulare City School District, Business Office, 600 N. Cherry St., Tulare, CA 92374. All bids must be received by **May 21, 2021 1:00 P.M.** Bids received after that time will not be considered.

Bids shall be addressed and delivered to:

Joyce Nunes, Assistant Superintendent of Business Services
Tulare City School District
600 N. Cherry St.
Tulare, CA 93274

PREPARATION OF BIDS

- A. All information requested from the bidder shall be entered in the appropriate space(s) on the form. Failure to do so may disqualify your offer.
- B. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your bid. Correcting must be initialed in ink by the person signing the bid.
- C. Corrections and/or modifications received after the closing time specified will not be accepted.
- D. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.
- E. Bids must be received by the closing date prior to the time specified to be considered. No fax, email, or telephone bids will be accepted.
- F. Any bids received after the closing date will be returned unopened to the bidder.
- G. Submit bid only in a sealed envelope with the bid title and closing date on the outside of the envelope.
- H. Bid prices shall remain open and valid subject to acceptance for sixty (60) days after bid closing date.
- I. Bid separate prices on each individual item in School District's unit of measure (i.e., pack, size, count, not your standard carton price)

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

- J. Bid prices are considered accurate and cannot be withdrawn after the bid is opened.
- K. Upon submission of bid documents, all such documents shall become the property of the Tulare City School District.
- L. Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor, to the receipt of the goods or services by the School District. Time of delivery may be a consideration in the award.
- M. Prices will be considered as net if no cash discount is shown.
- N. Provide any other information not specifically requested which may be considered by the Assistant Superintendent of Business. (Assistant Superintendent of Business is not obligated to consider any information not specifically requested in this bid request.
- O. All pages of the Proposal must be completed and submitted in ink or typewritten. Unit price for all line items must be shown where required on the *Proposal Worksheet (yellow highlighted columns)*. Prices should be stated in units specified herein. All forms must be thoroughly completed and signed by the prospective vendor. A Bidder Checklist is included (page 6) to assist bidders in returning a complete bid package. Attachment A: ***Proposal Worksheet must be returned in Excel format*** on a data storage device with Proposal documents.

BRAND NAMES/QUALITY

- A. Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- B. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number (or level of quality if item cannot be identified by brand and number).
- C. Equal items will not be considered if identical supple has been determined a necessity and the notation NO SUBSTITUTE has been entered.
- D. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
- E. The Assistant Superintendent of Business shall in all instances be the final judge in determining whether the items bid are acceptable to the School District, and whether the items bid are equal in quality and utility to the specified articles.

SAMPLES

- A. Samples of articles, when required, shall be furnished free of cost of any sort to the Tulare City School District and shipped to TCSD Nutrition Services Department at 601 Delwood, Tulare, CA., 93274
- B. Samples of articles selected may be retained for future comparison.

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

- C. Samples which are not destroyed or consumed by testing, or which are not retained for future comparison will be returned upon request at bidder's expense.

TAXES

Tulare City School District is exempt from payment of Federal Excise Tax. No federal tax should be included in the price. Exemption of Certificates will be furnished when applicable.

CASH DISCOUNTS

In connection with any cash discount specified in this bid, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the School District warrant.

LITERATURE

Bidders may submit literature which fully describes items of which they are bidding, no later than the closing date of this bid. Any and all literature submitted must be stamped with bidder's name and address.

GUARANTEE AGAINST DEFECTS

All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

PRICE F.O.B.

Bids are to be F.O.B. destination as stated on bid.

AWARDS

A combination of the following factors will be considered in awarding this bid on a per item selection. Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by a review committee. "Minimum qualifications" shall mean: complete proposals meeting all RFP instructions and conditions, received by the due date and time.

Following the receipt of Proposals, bidders shall be ranked based on the following criteria:

Evaluation Criteria		Maximum Points
Experience, Competence, Responsive		25
Customer References		5
Responsibility and Business Sustainability		10
Food Safety - HACCP Plan and Plant Security		10
Price		50
Total Points Possible		100

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

Each Proposal will be evaluated based on criteria and priorities defined by the Agency, with specific attention to those features, functional and technical aspects noted for each section. The Agency's evaluation panel will award the contract based on the prospective vendor submission that best meets the needs of the Agency with regard to the RFP specifications contained herein. Presentations/Interviews (if needed) may be requested by the evaluation panel. Vendors are advised the award may be made without interviews or further discussion.

If presentations/interviews are needed, bidders will receive notification to interview with the evaluation panel.

A bidder must be able to deliver the items within the required delivery date in order to be declared responsive to this bid. The Agency reserves the right to make no award at all, reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

Unsolicited services or incentives offered as part of the Proposal response will NOT be evaluated or considered in the award process.

DEFAULT BY SUCCESSFUL BIDDER

- A. Rights and remedies for default by Tulare City School District: In case of default by successful bidder, the School District may procure the article(s) or service(s) from another source and may recover the loss occasioned thereby from any unpaid balance due the successful bidder by proceeding against the successful bidder's performance bond, if any or by suit against the successful bidder. The prices paid by the School District shall be considered the prevailing market price(s) at the time such purchase(s) is made.
- B. Inspection on deliveries which do not meet specifications will be returned at the expense of the successful bidder.

INCLUSION IN THE CONTRACT

The right is reserved by the Assistant Superintendent of Business at her discretion, to include any other governmental entity in the Contract at the accepted prices.

RESPONSIBILITY FOR GOVERNMENT ENTITIES OTHER THAN THE TULARE CITY SCHOOL DISTRICT

Participation by other government entities will not impose any responsibility for payment of claims on the School District or the Assistant Superintendent of Business. Each such governmental entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the governmental entity.

CONTRACT EXCLUSIVE

The provisions of the contract shall in no way prohibit the District from making an incidental purchase from another supplier for the same services as herein listed.

PURCHASE ORDERS

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

Purchase Orders will be issued throughout the contract year to the vendor for the requirements as needed for the department or school site.

INVOICING

All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order. Reference shall be made to the purchase order number. Invoice shall be paid once a month on all deliveries made during the month.

RIGHT TO AUDIT

The Tulare City School District reserves the right to verify, by examination of the Contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

CONTRACT ASSISTANCE

Contractor shall furnish, at no cost to the District, a representative to assist School Sites and District Departments in determining their requirements. The foregoing obligations will continue beyond the term of the contract as to any act or omission that occurred during the term of the contract or any extension to the contract.

DELIVERIES

Deliveries are to be made by a common transportation carrier, by the successful bidder's own equipment, or by other means so as to effect prompt delivery. Due care shall be exercised in packing, handling and shipping to assure arrival of the material at its final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the successful bidder. Frequency of delivery will be determined by the needs of the School District and will be interspersed throughout the contract year, but will be a minimum of five (5) days per week during the regular school year. Deliveries will be accepted Monday through Friday except holidays between 5:00 A.M.-6:00 A.M. and between 6:30 A.M.-7:00 A.M. Deliveries will be made to two School District locations at the following locations:

1. Nutrition Services Central Production Kitchen 601 Delwood Tulare CA., 93274
2. Alpine Vista School 2975 E. Alpine Ave. Tulare, CA., 93274

Please note that keys are not available and no dark drops will be allowed.

QUANTITY & QUALITY OF MATERIALS OR SERVICES

The successful bidder shall furnish and deliver the quantities designated by the Assistant Superintendent of Business. Packing slips which clearly identify the merchandise and the School District purchase order number or agreement must accompany every delivery. All materials, supplies or services furnished under an agreement or purchase order resulting from the bid shall be

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

in accordance with the School District specifications. Materials or supplies, which in the opinion of the Assistant Superintendent of Business are not in accordance and conformity with such specifications, shall be rejected and promptly removed from the School District premises at the successful bidder's expense.

WARRANTY of QUALITY: The vendor, manufacturer, or his assigned agent shall guarantee the food products against all defects.

(a) Cases and packaging shall be constructed to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement at no cost to the Agency.

(b) All product delivered shall be delivered in fresh form, with adequate shelf life, no less than two (2) weeks from the expiration date.

(c) The Agency reserves the right to discontinue service of any or all portion of any contract resulting from this bid for any reason determined by the Agency to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the contractor in default.

PRICES

During the period of deliveries under an agreement or purchase orders resulting from this bid, should there be a decrease in prices on the balance of the deliveries, such decreases shall be made available to the School District for as long as the lower prices are in effect, but at no time shall the prices charged the School District exceed the prices herein quoted.

USAGE

Usage of materials will be interspersed and periodic during the contract year as such will not be subject to shipment of the total estimated requirements at any one time.

QUANTITIES

The estimated usage for each item is based on the experience of a one year period. It is not expressly implied nor guaranteed, that the quantities shown will be used in the next contract period, and as such, the right is reserved to order decreased or increased amounts for those listed, as may be required. However, it is to be understood that these figures are quite realistic and will be considered in making an award. Actual usage whether lesser or greater than estimated shall not affect the prices as bid and accepted by the School District.

TERMINATION OF CONTRACTS/PURCHASE ORDERS

The Tulare City School District reserves the right to terminate all purchase orders or contracts with due cause giving a ten (10) day written notice or may terminate without cause giving a thirty (30) day written notice. Due cause for termination of contract shall be, but not limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service. Purchase orders or contracts which extend into a subsequent fiscal year will automatically terminate if the Tulare City School District does not appropriate funds for the goods and/or services under the purchase order to contract.

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

SPECIAL CONDITIONS

Attached hereto if contrary to GENERAL CONDITIONS supersede these GENERAL CONDITIONS.

- A. Prices shall be firm for the contract period ending June 30, 2021 unless otherwise stated by the bidder.
- B. MINIMUM ORDER quantities and charges for less than minimum order quantity shall be assumed as "NONE", unless otherwise stated by the bidder.
- C. STATE PURCHASE ORDER mailing address and telephone number for ordering purposes:
601 Delwood, Tulare Ca 93274
- D. STATE REMITTANCE mailing address and telephone number for billing purposes: 601
Delwood, Tulare Ca 93274
- E. NOTE: SAMPLE SHALL BE SHIPPED TO TULARE CITY SCHOOL DISTRICT NUTRITION SERVICES 601 DELWOOD TULARE CA., 93274

SPECIAL INSTRUCTIONS

TERM - Agreement shall be awarded for a period of one (1) year (2021-2022). The district reserves the right to extend the contract for an additional two years, subject to approval by both parties. The rates shall be subject to adjustment upward or downward once each year commencing with the beginning of the second year of the contract period. Rate increases shall not exceed COLA of CPI rates (whichever is less) as determined by the State of California for the fiscal year. The successful bidder(s) must notify the district in writing of price changes forty-five (45) days prior to the contract renewal date. The district reserves the right to reject said price changes and cancel the remaining balance of contract, if in the best interest of the district. If cancelled, service will be rebid.

Year one 2021-2022
Year two 2022-2023
Year three 2023-2024

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

CONTRACT TERMS AND CONDITIONS

TIME AND PLACE OF BID OPENING

Bids will be opened at Tulare City School District, Business Office, 600 N. Cherry St. Tulare CA 92374. All bids must be received by **May 21, 2021 by 1:00 P.M.** Bids received after that time will not be considered.

Bids shall be addressed and delivered to:

Joyce Nunes, Assistant Superintendent of Business Services
Tulare City School District
600 N. Cherry St.
Tulare, CA 93274

CONTRACT DOCUMENTS

The complete contract will include the Notice Inviting Bids, General Bid Instructions and Conditions, Contract Terms and Conditions, Attachment "A" Vendor Insurance, Drug-Free Workplace Certification, Non Collusion Affidavit, Suspension and Debarment Certification Statement, Certification Regarding Lobbying, the Proposal Worksheet and its acceptance by the District, and the Purchase Order issued by the District, any of which shall be interpreted to include all provisions of the other documents as though fully set forth therein.

ERRORS AND OMISSIONS

It shall be the responsibility of the vendor to acquaint him/herself with the contract documents before submitting a bid, and the vendor shall assume full liability for any errors or omissions in their quote.

AWARD OF CONTRACT

A successful bid must deliver the items within the required delivery schedule in order to be declared responsive to this quote. Take estimated usage into consideration when preparing the bid. The District reserves the right to award the bid to one (1) or more vendors, whichever is in the best interest of the District. Evaluation criteria may be utilized in evaluating the bid award which could result in items not being awarded solely on lowest price. Examples of this would include but are not limited to delivery minimums or prior unsatisfactory business relationship.

BID PROTEST PROCEDURES

Consistent with Tulare City School District Agency Board Policy 3311 regarding Bids, bid protest will be conducted as per Administrative Regulation 3311 of the Board Policies, Regulations and Bylaws of the Board of Directors of the Tulare City School District Agency as follows: A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

TIE BID

Whenever bids are equal, preference shall be given to firms with whom the District has had satisfactory business relationships.

PERIOD OF CONTRACT

Minimum contract term is twelve (12) months. Bid prices must stay in effect for twelve (12) months after award of bid and may be extended upon mutual consent between the District and vendor thereafter upon Board approval renewed for an additional two (2) one year periods for a maximum of three (3) years, in accordance with Education Code Section 81644.

The Board of Education reserves the right to terminate the contract effective at the end of each annual period.

DISCONTINUANCE OF SERVICE

When any contractor or vendor shall fail to deliver any product or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such a manner as seems to the Governing Board to be to the best advantage of the Tulare City School District.

The Governing Board reserves the right to cancel any articles or services which the successful vendor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the vendor; provided satisfactory proof is furnished to the Governing Board, if requested.

The District may discontinue service upon 24-hour notice for reason of unsatisfactory product or service. FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.

ADDITIONAL ITEMS

The District reserves the right to add items to the contract during the contract period. Please bid a percentage mark-up over your landed cost for all other products not listed on this bid form. Proof of your landed cost will be required from time to time on any item.

ORDER CONDITIONS

There shall be no minimum delivery of dollar volume or case counts. If the desired product is absolutely not available for any reason, the district shall be notified at least one day in advance of two days in advance of the shortage and that district shall be given options of a product that is of the same or higher quality at the same unit cost. Continued shortages or substitutions will be grounds for termination of this agreement.

The District shall not be obligated to purchase or reimburse the contractor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

“BUY AMERICAN” PROVISION: Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring School Food Authorities to purchase domestically grown and

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

processed foods, to the maximum extent practicable. Pursuant to 7 CFR Part 210.21(d), the term “domestic commodity or product” means:

- (a) An agricultural commodity that is produced in the United States; and
- (b) A food product that is processed in the United States substantially (51% or more) using agricultural commodities that are produced in the United States.

It is therefore required that bidders responding to this Request for Proposals indicate whether products offered on this proposal meet the definition of “domestic commodity or product” as stated immediately above. Indication shall be made on the Proposal Worksheet (Excel Spreadsheet) as part of the response to this proposal.

The successful bidder shall provide documented proof of compliance with this provision at the request of the Agency.

DELIVERIES

All deliveries shall be made and delivered Monday through Friday except holidays to the District Warehouse on behalf of the Nutrition Services Department, no exceptions.

The District as a matter of non-responsiveness shall reject all Bids (regardless of price) that fail to indicate ability to deliver the product within the required time to the required locations. **Give careful attention to the delivery sites and requirements submitted by District included in the Delivery Schedule.**

Please note that keys are not available and no dark drops will be allowed.

The School District may discontinue service upon 24-hour notice for reason of unsatisfactory service. **FAILURE TO DELIVER IN ACCORDANCE WITH THESE SPECIFICATIONS SHALL CONSTITUTE UNSATISFACTORY SERVICE.**

DELIVERY SLIPS

Delivery slips will be furnished with each delivery, in duplicate, as follows:

- Original - signed by person receiving material and retained by Contractor
- Duplicate - shall be left at each location – District Warehouse/Nutrition Services copy

PAYMENT

Payment will be made within 30 working days after actual delivery of goods to the required destination as outlined in the **DELIVERIES** conditions and receipt of invoices acceptable to the District.

HOLD HARMLESS

The vendor shall save, defend, hold harmless and indemnify the School District and its employees against any and all liability, claim, and cost of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

SAFETY AND SECURITY

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

The Contractor shall comply with all District security regulations. Contractor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to district personnel.

INSURANCE

Contractors will add the District to their existing insurance policy and provide endorsements to match or exceed the insurance requirements in Attachment "A".

PRICE ADJUSTMENTS

Should the Contractor sell these products under the same quantity, terms and conditions, at a lower price during the period of the contract, the price shall be applicable to this District. Failure to advise the District, in writing, within ten (10) days of price reduction to another purchaser, may be cause for cancellation of the contract.

Any price increase requested must be justified and proven by submission of documentation. The District shall review and analyze all requests for price increases, based upon market conditions, and shall determine whether or not the requested price increase is justified. The decision of the District shall be final.

Fuel surcharges shall not be accepted under this contract and the addition of such charges shall not be permitted during the period of the contract.

PRODUCT RECALLS

The Contractor shall bear all costs incurred by the District resulting from product recall, including, but not limited to, any costs initially incurred for storage and transportation; pickup, transportation and storage of recalled product; and price differential for replacement product, if necessary, as determined by the district. Payment for all costs directly related to product recall shall be made within 30 days of submission of invoice by the District.

ADDITIONAL PRODUCT INFORMATION / CLARIFICATION

Any and all questions or clarification for product or bid documents shall be directed in writing no later than **May 12, 2021 by 4:00 P.M.** to:

Joyce Nunes
Assistant Superintendent Business Services
bids@tcsdk8.org

TCSD shall post on its website at <http://www.tcsdk8.org> (under the 'Bids' section of the Business Department page) answers and clarifications to all bidders in the form of an addendum by May 18, 2021. It is the responsibility of the proposer to check the website for any addendums.

NON COLLUSION AFFIDAVIT

A signed Non-Collusion Affidavit must be completed by the vendor and submitted as part of the bid. Bids received without a signed Non-Collusion Affidavit can not be considered (form is enclosed).

DEPT. OF EDUCATION-CHILD NUTRITION DIVISION FORMS

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

Per the California Department of Education, Child Nutrition and Food Distribution Division, School Nutrition Programs Unit, that attached forms (Suspension and Debarment Certification, U.S. Department of Agriculture and Certification Regarding Lobbying) must **be completed and submitted with this bid. Bids received without these forms/certifications will not be considered.**

Small and Minority Businesses, Women's Business Enterprises (2 CFR, Section 200.321)

The Tulare City School District purchasing manager will ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible by taking the following affirmative steps:

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 organizations such as the Small Business Administration and the Minority Business Development of the Department of Commerce

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

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

FEDERAL NONDISCRIMINATION 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) (PDF) found online at the [Filing a Discrimination Complaint as a USDA Customer Web page](#) External link opens in new window or tab. 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:

mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
fax: 202-690-7442; or
email: program.intake@usda.gov.

USDA is an equal opportunity provider.

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

**TULARE CITY SCHOOL DISTRICT- PROCEDURE MANUAL
CODE OF ETHICS AND CONDUCT FOR EMPLOYEES
ENGAGED IN AWARD AND ADMINISTRATION OF CONTRACTS**

The moral and ethical obligation of staff involved in district activities is of utmost importance. Accountability to such conduct in stewardship is essential to the trust placed in us by parents, children, community, and volunteers. We must hold high standards for the healthy moral, personal, physical, mental, emotional, social and educational development of the children to whom we, among others, are role models. To this goal, the following shall be adhered to as a minimum standard, with the higher ideal of the personal integrity and character of each individual.

a. Ethical Standards – Code of Conduct

Persons involved in the procurement process have an obligation to their profession, the district administration and to the general public to maintain the highest standards of ethical conduct. An obligation exists to exercise honesty, objectivity and diligence in the performance of their duties and responsibilities. Activities shall not be entered into which may be in conflict, or give the appearance of conflict, with the interests of the district or which would prejudice the ability of the office to objectively carry out its duties and responsibilities. This would include gifts, gratuities, or favors of goods or services. Confidential and proprietary information shall not be used for personal gain, nor in a manner, which would be detrimental to the interests of the district. Efforts shall be made to improve the efficiency and effectiveness of the service provided by all staff involved in district activities.

b. Conflict of Interest

The Board and designated employees shall comply with Board Bylaw 9270, Conflict of Interest, regarding: The Members of the Board of Trustees shall not engage in employment or activity which is incompatible with their duties as an officer of the district. The district's conflict of interest code shall incorporate terms of 2CCR 18730, and any Board member or designated employee shall disclose if he/she has a financial interest in a decision and withdraw from voting. In addition, Statements of Economic Interests shall be submitted by the Board and designated employees and be available for public inspection. Board members and designated employees shall not be financially interested in any contract made by the Board. Specific exceptions to financial interests are listed in the Board Policy. Board members and designated employees shall not accept honoraria (payment for speeches, articles or attendance at a public or private gathering).

Tulare City SD Board Policy

CONFLICT OF INTEREST

The district has adopted a conflict of interest policy (BB 9270). The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

"reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

Adopted: June 27, 2017
Tulare City School District
Board of Directors

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

QUESTIONNAIRE

Company Name:	
---------------	--

No proposals shall receive consideration by the Tulare City School District Nutrition Services unless they include responses to each and every question below. Prospective bidders should respond in detail to each of the following questions. Additional pages may be used as needed for thorough, yet concise, responses.

1. Is your storage facility approved by the California Department of Education Food Distribution Division to receive, store, handle, and distribute Processed USDA Foods and Commercial Food Products?
Check: Yes _____ or No _____

2. Will you be able to meet the specified delivery days, hours, and deliveries per week?
Check: Yes ___ or No ___
If NO, attach proposed delivery schedule.

3. Do you require a minimum number of cases, pounds, or value for deliveries?
Check: Yes ___ or No ___
If YES please state your minimum delivery amounts (dollar amount, case quantity, etc.)

4. What is your procedure for notifying customers of shortages and /or substitutions?

5. What is your procedure for notifying customers of a product recall?

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

Questionnaire: Page 2 of 4

Company Name:	
---------------	--

6. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last 2 years? If so, please explain.

7. Has your firm defaulted or been replaced at the will of a district during the school year within the last 2 years? If so, explain.

8. What is your company's average "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution?

9. Do you have an on-line order system? Please explain.

10. How will emergency deliveries (deliveries not on a scheduled date) be handled?

11. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on?

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

Questionnaire: Page 3 of 4

Company Name:	
---------------	--

12. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports?

13. Describe your USDA Foods tracking and reporting abilities in detail.

14. What Value Pass Through methods do you utilize for processed USDA Foods?

- Rebate
- Fee for Service
- Modified Fee for Service
- Net Off Invoice
- Other-please list: _____

15. Briefly describe your food safety - HACCP plan and provisions for plant/delivery security.

16. Do you offer a percentage discount for early payment? If yes, please state terms for discount.

17. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability?

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

Questionnaire: Page 4 of 4

Company Name:	
---------------	--

18. Will combination refrigerated/freezer trucks be used to deliver frozen and refrigerated items at the same time? Check: Yes ___ or No ___

19. Request for Proposal Worksheet. On the Excel spreadsheet provided, indicate the delivered cost per case for all items listed.

Please note that there are two tabs on the worksheet.

Tab 1 - USDA Foods

Tab 2 - Commercial

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor.	
Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Date	

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

REFERENCES

Please submit three (3) current K-12 school district references requiring multiple deliveries per week.

Reference #1

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #2

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #3

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

ATTACHMENT "A"

VENDOR INSURANCE:

Vendor must secure and maintain the following insurance with the Owner named as an additional insured which will protect the parties from claims that may arise out of or result from Vendors operations or those of any sub-vendor in carrying out the contract:

COVERAGE:

- a. Comprehensive public liability insurance for personal injury or property damage with a combined single limit of at least \$1,000,000;
- b. Worker's compensation insurance as required by the provisions of Labor Code section 3700.

POLICES:

Before an Agreement is executed by the District, the Vendor shall obtain all insurance policies required here, including the "GENERAL LIABILITY-ADDITIONAL INSURED ENDORSEMENT". Vendor shall obtain Owner's approval of insurance; and shall file policies of such insurance with Owner. Approval of the insurance shall not relieve or decrease the liability of Vendor.

Policies of insurance shall contain transcripts from the policies authenticated by proper office of the insurer, evidencing in particular those insured, the amount of the insurance and the location of and the operations to which the insurance applies. The insurance required must be written by a company licensed in California and the company must be acceptable to Owner and carry a Best's rating of no less than A: VII.

Certification that such insurance has been obtained will be required to be presented to Owner on or before the delivery is started.

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the State agency determines that

Pursuant to Government Code (GC) Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition, and
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace, and
 - 2) The person or organization's policy of maintaining a drug-free workplace, and
 - 3) The availability of drug counseling, rehabilitation and employee assistance programs, and
the penalties that may be imposed upon employees for drug abuse violations.
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of GC 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by GC 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of GC 8355 that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of GC 8350 et seq.

I acknowledge that I am aware of the provisions of GC 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

**NON COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID
(Public Contract Code § 7106)**

The undersigned declares:

I am the _____ of _____ the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All Statements contained in the bid are true. The bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purposes

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ [date], at _____ [city],
_____ [state].

Signature: _____

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

CERTIFICATION AND DISCLOSURE STATEMENTS

Following is an explanation of submittal requirements of the ***Suspension and Debarment Certification Statement*** and the ***Certification Regarding Lobbying*** by School Food Authorities (SFA) and Food Service Management/Consulting Companies.

Beginning with the 1998/99 school year, instructions to comply with procurement requirements by completion of these certifications will be included in the annual renewal of School Nutrition Programs.

The applicability of this information begins with the 1998/99 school year and is for SFAs that meet one of the following criteria:

- The SFA's estimated annual federal child nutrition reimbursement will exceed \$100,000.
- The SFA's annual contract with a vendor exceeds \$100,000.
- The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds \$100,000.

Suspension and Debarment Certification

This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed \$100,000. In these instances, the SFA must obtain a completed ***Suspension and Debarment Certification*** from either the potential vendor or existing contractor before any transactions can occur between the sponsor and the vendor or contractor (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that the vendor or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While *this certification is required for all contracts in excess of \$100,000*, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. **Do not submit the certification to the California Department of Education.**

Certification Regarding Lobbying

SFAs that receive in excess of \$100,000 in annual federal meal reimbursement **must** annually complete and **submit** this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education, Child Nutrition and Food Distribution Division.

In addition, when SFAs put out bids for goods and services or renew/extend existing contracts that exceed the \$100,000 threshold, they are required to obtain a completed ***Certification Regarding Lobbying*** from either the potential vendors and/or existing contractors before any transactions can

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Foods**

occur between the SFA and the vendor or contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted to the CDE.

Also enclosed is the **Disclosure of Lobbying Activities** form. This is required to be completed if the potential or existing contractor, using other than federal funds, has paid or will pay for lobbying activities in connection with the school nutrition program agreement (Item 2 of the ***Certification Regarding Lobbying*** statement).

Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Food Products

Applicable to Both Certification Statements

- Federal law prohibits SFAs from circumventing the \$100,000 threshold by entering into multiple contracts; each of which do not equal or exceed \$100,000, but the aggregate amount of all the contracts will equal or exceed \$100,000.
- Vendors must submit completed certifications to the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.

SFAs with Food Service Management or Consulting Contracts

SFAs utilizing food service management or consulting companies **must** include both certification statements in all Requests for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management or consulting company must annually sign and submit to the SFA both the ***Suspension and Debarment Certification*** and the ***Certification Regarding Lobbying***. If receiving more than \$100,000 in federal reimbursement, the SFA is required to sign and submit the ***Certification Regarding Lobbying*** to the CDE, CNFDD.

Summary

● ***Suspension and Debarment Certification***

1. The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000.
2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.
3. The SFA retains certification signed by contractor with executed contract and maintains it on file.

● ***Certification Regarding Lobbying***

1. SFAs receiving in excess of \$100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.
2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds. **Retain** the certifications with bid documents.

Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Food Products

3. The **Disclosure of Lobbying Activities** form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of ***Certification Regarding Lobbying.***)

If you have any questions, please contact Chelsey Cooper, School Nutrition Programs Specialist, by phone at 916-324-8794 or 800-952-5609 or by e-mail at Ccooper@cde.ca.gov

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Food Products**

**SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE**

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOLLOWING)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Tulare City School District
Name of School Food Authority

RFP – Commercial and Commodity Food Products
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Company Name

Printed Name

Title

Signature

Date

Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Food Products

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the

Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Food Products

eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Food Products**

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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 each such failure.

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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:	Agreement Number:
Address of School Food Authority:	

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Food Products**

Printed Name and Title of Submitting Official:	Signature:	Date:

OR
Vendor to complete this section:

Name of Vendor:		
Printed Name and Title:	Signature:	Date:

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Food Products**

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: ___ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application ___ b. initial award c. post-award	3. Report Type: ___ a. initial filing ___ 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: Congressional District, if known:	5. If Reporting Entity in No. 4 is 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 <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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	<input type="checkbox"/> Check here if NOTHING TO REPORT Signature: _____ Print Name: _____	

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Food Products**

disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and 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.

Title: ____

Telephone No.: _____ Date: _____

Federal Use Only

**Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)**

Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Food Products

**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; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included 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.

Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Food Products

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. If nothing to report, check the box above the certifying official signature**
12. 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

**Tulare City School District
Request for Proposal
Distribution of Commercial and Commodity Food Products**

REQUEST FOR PROPOSAL WORKSHEET

This document is a separate Excel worksheet and can be viewed and downloaded at <http://www.tcsdk8.org> (under the 'Bids' section of the Business Department page)

Return completed document in Excel format on data storage device; data storage device will not be returned.

Please note that there are nine tabs on the worksheet.

Tab - USDA Foods

Tab - Commercial

Tab - Bread

Tab - Shelf Stable Fruit Juice

Tab - Fresh Produce

Tab - Paper

Tab - Chemical

Tab- Dairy

Tab - Pizza