



TULARE CITY SCHOOL DISTRICT
600 N CHERRY ST
TULARE , CA 93274

EQUIPMENT BID
Nutrition Services
2019-2020

NOTICE TO BIDDERS

Notice is hereby given that the Board of Education for the Tulare City School District will receive sealed bids at 600 N. Cherry, Tulare, CA 93274, **up to 1:00 P.M., Friday, April 12, 2019**, for the **Nutrition Services - Refrigeration Equipment Bid**, for the 2019-2020 School Year.

Bid 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 bids, 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

PUBLICATION DATES:
Tulare Advance-Register/Visalia Times Delta
Date 1 – **March 7, 2019**
Date 2 – **March 14, 2019**



TULARE CITY SCHOOL DISTRICT
600 N. CHERRY ST.
TULARE , CA 93274

INVITATION TO BID
EQUIPMENT
Nutrition Services
2019-2020

To Whom It May Concern:

Please consider this letter an invitation to bid for Nutrition Services Equipment for the Tulare City School District 2019-2020 school year. Bid prices are to reflect the prices that will be in effect July 1, 2019.

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

Documents for Nutrition Services Equipment 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, Equipment Proposal Form, copy of Notice to Bidders, of which the legal notice appears in the Tulare Advance-Register and Visalia Times Delta. Also included are 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. Questions and/or Clarifications need to be submitted in writing to bids@tcsdk8.org by 4:00pm on Friday March 22, 2019. Responses to question will be posted on www.tcsdk8.org by 6:00 P.M. on Monday March 26, 2019. Sealed bids will be received **up to 1:00 P.M., Friday, April 12, 2019** when they will be opened and prepared for consideration at a meeting of the Board of Trustees scheduled to be held Tuesday May 14, 2019. Please indicate the Equipment Bid 2019-2020 School Year on the outside of the envelope submitted.

Thank you for your interest in bidding the needs of Tulare City School District. If you have any questions, please contact the Business Department at 559-685-7206

Sincerely,

Sandra Cory
Administrative Assistant – Business Department



TULARE CITY SCHOOL DISTRICT
600 N. CHERRY ST.
TULARE, CA 93274

EQUIPMENT BID
Nutrition Services
2019-2020

General Bid Instructions and Conditions

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

TIME AND PLACE OF BID OPENING

Bids will be opened Tulare City School District, Business Office, 600 N Cherry Tulare CA 92374. All bids must be received by **April 12, 2019 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

PREPARATION OF BIDS

- A. Questions or Clarifications must be submitted in writing to bids@tcsdk8.org by March 22, 2019 at 4:00 P.M. Responses will be posted on www.tcsdk8.org website bid page by 6:00 P.M. on March 26, 2019.
- B. 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.
- C. All information shall be typewritten or entered in ink. Mistakes may be crossed out and correcting inserted before submission of your bid. Correcting must be initialed in ink by the person signing the bid.
- D. Corrections and/or modifications received after the closing time specified will not be accepted.
- E. 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.
- F. 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.
- G. Any bids received after the closing date will be returned unopened to the bidder.
- H. Submit bid only in a sealed envelope with the bid title and closing date on the outside of the envelope.
- I. Bid prices shall remain open and valid subject to acceptance for sixty (60) days after bid closing date.

- J. Bid separate prices on each individual item in School District's unit of measure
- K. Bid prices are considered accurate and cannot be withdrawn after the bid is opened.
- L. Upon submission of bid documents, all such documents shall become the property of the Tulare City School District.
- M. 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.
- N. Prices will be considered as net if no cash discount is shown.
- O. 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.)

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 supply 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.

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. These factors are not necessarily listed in order of priority:

- A. Price
- B. Bidder's previous record of performance and service
- C. Ability
- D. Quality and conformance to specifications

Tulare City School District shall be the sole judge in making this determination.

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.

INVOICING

All invoices are to be mailed to Tulare City School District, Attn: Accounts Payable, 600 N Cherry St, Tulare, CA 93274 or emailed to accountspayable@tcsdk8.org Reference shall be made to the purchase order number.

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.

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 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.

PRICES

During the period under 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.

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.

SPECIAL CONDITIONS

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

- A. Prices shall be firm for the contract until delivery and installation is complete unless otherwise stated by the bidder.



TULARE CITY SCHOOL DISTRICT
600 N. CHERRY ST.
TULARE , CA 93274

EQUIPMENT BID
Nutrition Services
2019-2020

Contract Terms and Conditions

TIME AND PLACE OF BID OPENING

Bids will be opened Tulare City School District, Business Office, 600 N Cherry Tulare CA 92374. All bids must be received by **April 12, 2019 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 Equipment Proposal Form 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

The District reserves the right to award the bid to one (1) or more vendors, whichever is in the best interest of the District. Additional 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.

TIE BID

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

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-hours notice for reason of unsatisfactory product or service. FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.

BUY AMERICAN CLAUSE

Tulare City School District participates in the National School Lunch Program and other federally funded meal programs and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Exceptions to the Buy American provision should be used as the last resort; however, an alternative or exception may be approved upon request. Any non-domestically grown ingredients must be disclosed at the time of proposal and will be considered by the Agency at the time of the opening of bids.

PAYMENT

Payment will be made within 30 working days after actual delivery of goods to the required destination as outlined in the Contract.

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

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.

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

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.**

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
600 N CHERRY
TULARE, CA 93274

DRUG-FREE WORKPLACE CERTIFICATION EQUIPMENT BID Nutrition Services

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
 - 4) 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.

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

**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: _____

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 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 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).

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.
 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 Rae Vant, School Nutrition Programs Specialist, by phone at 916-445-6775 or 800-952-5609 or by e-mail at rvant@cde.ca.gov.

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 ON REVERSE)

- (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.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

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 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.

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

OR

Name of Food Service Management or Food Service Consulting Company:		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

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: _____
3. Name and Address of Reporting Entity: <p style="text-align: center;">Prime Subawardee Tier _____, if known</p> Congressional District, if known:		• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
• Federal Department/Agency:	• Federal Program Name/Description: CFDA Number, if applicable:	
• Federal Action Number, if known:	• Award Amount, if known: \$	
• a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
• Amount of Payment (check all that apply): \$ _____ actual planned	• Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred	

<ul style="list-style-type: none"> • Form of Payment (check all that apply): Cash In-kind; specify: Nature _____ Value _____ 	Other; specify: _____
<ul style="list-style-type: none"> • Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
15. Continuation Sheet(s) SF-LLL-A attached: Yes No	
<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be 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.</p>	Signature: _____ Print Name: _____ Title: _____ Telephone No: (_____) _____ Date: _____
Federal Use Only:	Authorized for local reproduction Standard Form - LLL

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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections 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 follow-up 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 No. 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 (No. 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 No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 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 No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, 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, D.C. 20503



TULARE CITY SCHOOL DISTRICT
600 N CHERRY
TULARE , CA 93274

EQUIPMENT BID Nutrition Services References

Bid submission deadline is **April 12, 2019** at 1:00PM (local time)

Please submit three current references requiring daily Equipment deliveries, preferably school district references.

Name of School District/Company: _____

Contact Person/Title: _____

Telephone Number: _____

E-mail Address: _____

Frequency of Deliveries: _____

Name of School District/Company: _____

Contact Person/Title: _____

Telephone Number: _____

E-mail Address: _____

Frequency of Deliveries: _____

Name of School District/Company: _____

Contact Person/Title: _____

Telephone Number: _____

E-mail Address: _____

Frequency of Deliveries: _____

Company Name: _____

Address: _____

Phone: _____ E-Mail Address: _____

Submitted By/Title: _____

Signature: _____

Date: _____

Include this completed page in your bid.