



Imperial County School Food Service Cooperative

Nutrition Services

Milk/Dairy Products

RFP No. 22-01

**Erika Allen, Director of Child Nutrition
Central Union High School District
351 Ross Avenue
El Centro, California 92243
(760) 336-4261**

Imperial County School Food Service Cooperative
Nutritional Services, Milk/Dairy Products
RFP No. 22-01

Imperial County School Food Service Cooperative
c/o Central Union High School District
351 Ross Ave.,
El Centro, CA 92243
T: 760/336-4261 * F: 760/352-2134



Bidder Information Sheet

If you downloaded this bid from our website, fax back this sheet to be added to our bidders list.

Attention: Erika Allen, Director of Child Nutrition

Fax # (760) 352-2134

Re: Nutritional Services Milk Products

Imperial County Food Service Cooperative Bids/Proposals are available on-line at <http://www.cuhsd.net/Departments/Nutrition-Services/index.html> . If you download a Bid/Proposal, you are required to fax the following information to (760) 352-2134 so that you may be added to the bidders list to receive Addenda to this bid.

Name: _____

Title: _____

Organization: _____

Street Address: _____

City: _____

State/Zip Code: _____

Work Phone: _____

Fax: _____

Email: _____

If you have any question, please email ellen@mycuhsd.org

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NOTICE TO BIDDERS
REQUEST FOR PROPOSAL/BID

The Imperial County School Food Service Cooperative c/o Central Union High School District is requesting bids from providers of dairy and milk products to provide service for the District's milk and dairy program.

Submission Deadline:

BID's must be received prior to **12:00 noon on May 28, 2021**. Bids must be submitted in a sealed envelope, marked with the title "**2021-22 Milk/Dairy Bid**", and returned to:

Central Union High School District
ATTN: Arnold Preciado
351 Ross Ave.
El Centro, CA 92243

BID's received later than the designated time and specified date will be returned to the bidder unopened. **Facsimile (FAX) copies of the proposed bids will not be accepted.**

The District reserves the right to accept or reject any or all bid proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the RFP/Bid documents may be obtained from the **Central Union High School District, 351 Ross Ave., El Centro, CA 92243**, or via website at <http://www.cuhsd.net/Departments/Nutrition-Services/index.html>. Refer any questions to: **Erika Allen, Nutrition Director**, e-mail: eallen@mycuhsd.org or Telephone: **(760) 336-4261**

Published: May 14, 2021
May 21, 2021

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GENERAL TERMS AND CONDITIONS

General - This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Document.

BID's - To receive consideration, BID's shall be made in accordance with the following instructions:

Deadline for Receipt of BID's – BID's must be received prior to **12:00 noon on May 28, 2021** after which time bids will be opened and publicly read aloud. Envelopes containing a Bid must be sealed, prominently marked with the title "**Milk/Dairy Bid**", Bid opening time/date and name of bidder, and submitted to:

Imperial County School Food Service Cooperative
c/o Central Union High School District
351 Ross Avenue
El Centro, California 92243
Attn: Erika Allen

Currently the IMPERIAL COUNTY SCHOOL FOOD SERVICE COOPERATIVE is formed by the following School Districts ("Districts"):

Calexico Unified School District
Calipatria Unified School District
Central Union High School District
El Centro Elementary School District
Heber Elementary School District
Holtville Unified School District
Imperial County Probation Department
Imperial Unified School District
McCabe Union Elementary School District
Meadows Union Elementary School District
Seeley Union Elementary School District
Westmorland Union Elementary School District

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Bids/Proposals: To receive consideration, Bids/Proposals shall be made in accordance with the following terms:

1. **THE BID** – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted.
2. **“FAX” BIDS** – Facsimile copies of bids will not be accepted for formal advertised bids.
3. **DEFINITIONS** – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.
4. **NAME AND NATURE OF BIDDER’S LEGAL ENTITY** – The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.
5. **WITHDRAWAL OF BID** – Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District’s consent or bidder’s recourse to Public Contract Code Sections 5100 et. seq.
6. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.
7. **BID NEGOTIATIONS** – A bid response to any specific item of this bid with terms such as “negotiable”, “will negotiate” or of similar intent, will be considered as non-responsive to the specific item.
8. **PRICES** – Proposers are encouraged to submit the most competitive pricing possible because the SFA will be soliciting multiple bids from bidders to achieve the lowest possible price for the specifications and requirements outlined in this solicitation.

Prices should be typed and shown as instructed on **Attachment A** of the bid form for each item, in the amount of quantity specified in the bid form. All prices quoted must be F.O.B. Imperial County, CA. All prices must be quoted in the pricing unit indicated on the bid. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder’s authorized representative.

If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District(s) for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The Districts shall be given the benefit of any lower prices

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which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Imperial County for products listed herein. Bid must indicate clearly all items subject to CRV and the CRV amount per unit.

9. **ESTIMATED USAGE-** Usage given is estimated based on each individual districts (see attachment C) use or projected use over approximately one (1) year. These quantities are not guaranteed by the cooperative but are included for information and planning purposes only. The cooperative reserves the right to purchase more or less of the units specified. The SFA will not guarantee minimum compensation to be paid to selected bidder.
10. **TAXES –** Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District(s) and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. Each District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required.
10. **PERFORMANCE GUARANTEE –** The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District’s Director of Child Nutrition. A continuous performance bond in the amount of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Director of Child Nutrition is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.
11. **BRAND NAME AND NUMBER –** The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the bid form. Should any item for which bids are requested by patented, or otherwise protected or designated by the particular name of the maker and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Director of Child Nutrition or other agent of the Cooperative to be equal in all respects to that specified. If samples are requested by the Director of Child Nutrition or authorized agent of the Cooperative for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the bid opening.
12. **SAMPLES –** Samples may be requested free of cost to the District after the bid opening. If requested, they are to be sent within seven (7) days to the Central Union High School District, 351 Ross Avenue, El Centro, California, 92243, unless otherwise specified. The District reserves

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the right to reject the bid of any bidder failing to submit samples as requested. Samples must be plainly marked with name of bidder, bid number opening. Samples of the successful bidder(s) may be retained for comparison with deliveries. Bidder(s) may pick up samples (if not destroyed by test) on notice from the Director of Child Nutrition. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Bidder(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause and date of the bid.

13. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** – The successful bidder(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the District’s sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Director of Child Nutrition, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder’s expense. If a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of such test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.
14. **DISTRICT REQUIREMENTS** – The quantity shown is the estimate of consumption for the contract period. The needs of the District(s) may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District(s) shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District(s) reserve the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.
15. **ACCEPTANCE OR REJECTION OF BIDS** – The District(s) may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District’s acceptance of one item shall be contingent upon the District’s acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.
16. **BID EXCEPTIONS** – All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may

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result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered.

17. **AWARDS** – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.
18. **EXECUTION OF CONTRACT** – Issuance of a Purchase Order shall be evidence the contractual agreement between the bidder(s) and the District(s) and the bidder’s acceptance of these Bid Instructions and Conditions.
19. **DELIVERY** – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations designated by the Districts as specified in **Attachment B** in the bid form. Actual delivery of the supplies shall be coordinated with each member agency in the Cooperative. Each item shall be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.
20. **MATERIAL SAFETY DATA SHEETS** – For all products requiring a Material Safety Data Sheet – The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.
21. **DEFAULT BY CONTRACTOR** – The District(s) shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the Districts, individually or as the Cooperative, may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District(s) from the bidder, or deducted from any funds due the bidder.
22. **INSURANCE** – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers’ Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder’s operations under the contract. Also, the bidder may be required to file proof of such insurance, naming Imperial

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County School Food Service Cooperative as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

23. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to each individual District member of the Imperial County School Food Service Cooperative. Invoices will be delivered to the appropriate District department or office upon delivery to the listed school sites in **Attachment B**. Invoices shall be submitted under the same firm name as shown on the bid. Payment terms will be net for thirty (30) days from the last day of the billing month. Specify any additional terms or incentives for prompt payment. Each agency within the Cooperative is individually responsible for payment.

No member District within the Cooperative shall be held liable for balances due by other agencies within the Cooperative. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Each individual District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

24. **“BUY AMERICAN” PROVISION** – Pursuant to California Public Contract Code Section 3410 and Title 7, Code of Federal Regulations 210.21(d), a preference to U.S. grown processed foods, produce, etc. will be provided when economically feasible, shall be made by the purchasing agency or its designee. 51 percent of the final processed end product must consist of agricultural commodities that were grown domestically.

MISCELLANEOUS PROVISIONS:

A. Assignment of Contracts – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the District.

B. Binding Effect – This Agreement shall ensure to the benefit of and shall be binding upon the Contractor and Districts and their respective successors and assigns.

C. Severability – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

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D. Amendments – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

E. Entire Agreement – This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

F. Force Majeure Clause – The parties to the contract shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, shortage, transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the government, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing. In such cases, however, satisfactory evidence thereof must be presented.

G. Hold Harmless Clause – The awarded vendor shall hold harmless and indemnify, the Imperial County School Food Service Cooperative, the School Districts (school site location list), its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or endure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

H. Prevailing Law – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

I. Governing Law and Venue – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Imperial County.

J. Permits and Licenses – The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

K. Contract Documents – The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications, the bid and its

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acceptance by the District, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

L. Outside of the Nutrition Services Department: The selected vendor is prohibited from selling or providing items to District schools outside of this contract without the written consent of the Nutrition Services Department. The Nutrition Services Department will evaluate requests based upon nutritional content to ensure compliance with United States Department of Agriculture (USDA) and California Department of Education (CDE) guidelines. Vendor shall charge the same price as agreed upon in this RFP/Bid.

M. Independent Contractor – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

This institution is an equal opportunity provider.

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O. Mutual Agreement Termination – With mutual agreement of both parties to a contract, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed upon date before the end of the contract period without penalty to either party.

P. Product Shortages – If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

The District intends to award to the responsible proposer whose proposal is most advantageous to the District’s program(s) with price and other factors considered. Proposals received will be evaluated against the evaluation criteria shown below by a review committee of the Co-op. Each proposal will be scored on a scale of 1 to 100 points.

| Criteria | Points |
|---------------------------------|---------------|
| Pricing | 30 |
| Customer Service & Satisfaction | 25 |
| Previous Performance | 25 |
| Quality of Products | 20 |
| | |
| | |
| | |
| Total Points | 100 |

1. Pricing- Proposals with the lowest cost will be assigned the highest points
2. Customer service & satisfaction- Ability of proposers to promptly respond to request for information to resolve complaints and issues, and to provide timely and accurate delivery.
3. Previous performance- Proposers previous performance to meet the needs of the District’s within the Co-Op and the manner in which they were handled.
4. Quality of products- The same quality of products as samples provided and approved by the Co-op will be expected for the entire duration of the contract.

The award will go to the responsible proposer with the highest criteria score.

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Service Level Agreement Milk/Dairy Products

Agreement: Below are the details of the service expectations from the successful bidder upon receiving the award for this bid. Successful bidder must understand and agree to the following levels of service if they are to enter into an agreement with Imperial County School Food Service Cooperative c/o the Central Union High School District. It is very important that the Bidder understands that the District's Milk/Dairy Product Bid not only includes the purchase of products, but includes service/delivery expectations that must be agreed to prior to entering into this agreement.

This is a one (1) year bid with the possibility of two (2), one (1) year extensions. This bid will be from July 1, 2021 through June 30, 2022

1. Failure to meet these specifications shall entitle the District to cancel the contract with 30-day notice.
2. All milk and milk products specified will be purchased from the successful bidder select. The District reserves the right to add or remove product as necessary due to school demand.
3. Bidder submitting a bid shall specify biodegradable milk containers, which must be acceptable to the Nutritional Services Department. Seal of container shall not make it unduly difficult to open carton by small children nor produce noticeable leakage. Should a leakage occur, vendor will replace entire crate of milk upon being notified.
4. All milk products shall be Grade "A" pasteurized quality standards, nutritional analysis must be provided immediately upon award of bid or upon request.
5. In the event deliveries are not made, which result in loss of reimbursement funds for the District's lunch program; upon satisfactory agreement between the awarded bidder and the District, the District will deduct the total lost reimbursement from the Supplier's current invoices.
6. Advanced approval by Nutritional Services Department must be obtained prior to substitutions being made. Items substituted must be priced as the same as the item the District would normally receive.
7. Quarterly the successful bidder shall submit a complete listing with usages of all product purchased by the District.

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8. All invoices and statements shall be provided individually to each member District of the Imperial County School Food Service Cooperative.
9. The Districts reserves the right to add or delete product; increase or decrease amounts; add or delete site locations.

Site Delivery

1. Milk shall be delivered a minimum of 14 working days prior to the code date indicated on the carton. Bad tasting or sour smelling milk shall be replaced immediately upon notification.
2. Milk shall be rotated by delivery person using the FIFO rotation system.
3. Milk will be stored in the school's milk coolers by the delivery person. Milk and all dairy products shall be delivered in a refrigerated truck in an approved sanitary manner. **Milk shall be delivered at 35 – 40 degrees.**
4. Delivery shall not be made so close to service time as to create concern by the school site and necessitate emergency deliveries by the Nutrition Services Department.
5. Deliveries will be accepted during Individual District operational hours only. (schedule to be provided by each District's Nutritional Services agent)
6. Most sites will require 2 day per week deliveries, while others schools will only need 1 day per week deliveries.
7. A duplicate of the signed invoice ticket shall be left at each location at the time of the delivery. Quantities, item descriptions, unit prices and extended amounts must be shown on each invoice; this shall apply to all credits. The person receiving shall sign invoices and credits.

By signing below, you agree to provide the above level service to the Imperial County Food Service Cooperative.

Company Name (Print or Type)

Authorized Company Representative Signature

Date

Print Name

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Special Conditions and Instructions

Bidder Name: _____

The Imperial County School Food Service Cooperative is requesting Bids for Milk and Dairy. The Cooperative is comprised of 12 School Districts and 45 sites with an average daily attendance of approximately 25,000 students. **This is a one (1) year bid with the possibility of two (2), one (1) year extensions.**

This will be an all or nothing award. Award will be based on items 1, 2 and 3 on the price sheet. Bidder must bid on all items to be considered responsive. Attachment C provides the estimated milk usage by District for the 2021-22 fiscal year.

1. Bid pricing is to be extended to no more than four (4) decimal points.
2. No delivery during school holidays and vacations and no delivery on Saturday or Sunday. (Upon award Nutritional Services to provide vendor with school vacation and holiday schedules)
3. All deliveries are to be to the designated storage area at each school location (list attached) during staff working hours. See school site location list.
4. Separate billing for all special school orders (classroom parties, ice cream, punch).
5. Credits for sub-standard products. (Exception – no credit to department for damaged or out-of-code products due to fault of customer, i.e., customers refrigeration failure)
6. Delivery schedule to be pre-scheduled to coincide with school needs and existing route flow for bidder’s best reduction of expenses, mileage and time.
7. Milk and milk products must be produced and processed in California and must be Grade A conforming with the Californian Agriculture Code, rBST free, no Antibiotic residue, and meet USDA federal meal program nutrient standards.
8. Do you offer prompt payment incentives? YES_____ NO_____
If yes, provide description of incentives

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9. Federal Regulation 210.10a(n)(8) allows specified access to contractors records if the contract total amounts are greater than \$10,000. Does your company agree to this?
YES _____ NO _____
10. Upon request, will you supply USDA Certificates of quality and conditions? YES _____ NO _____
11. The District reserves the right to add or remove other milk or dairy products as may be needed throughout the term of this contract. The District may add or remove sites as necessary.
12. Escalator Clause - Prices are subject to adjustment for seller's cost increase or decrease not to exceed the percentage increase or decrease applicable to like product in like quantities per established current wholesale quotations for the San Diego/Imperial County marketing area. Justification of price changes will be submitted by the seller 30 days in advance of price changes.
13. Seller must meet all local, State and Federal standards for market milk.

Any additional discounts or information: _____

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School Site Locations

| School Districts | Address | Zip |
|---|--|-------|
| Calexico Unified School District | Gilbert Venegas (760) 768-3888 ext. 3051 | |
| De Anza 9 th Grade Academy | 824 Blair Ave | 92231 |
| William Moreno Jr. High | 1202 Kloke Rd | 92231 |
| Enrique Camarena Junior High School | 800 East Rivera Ave. | 92231 |
| Jefferson Elementary School | 1120 East Seventh Street | 92231 |
| Dool Elementary School | 800 Encinas Ave. | 92231 |
| Calexico High | 1030 Encinas Ave. | 92231 |
| Rockwood Elementary School | 1000 Rockwood Ave. | 92231 |
| Cesar Chavez Elementary School | 1251 East Zapata St. | 92231 |
| Kennedy Gardens Elementary School | 2300 Rockwood Ave. | 92231 |
| Mains Elementary School | 655 Sheridan Ave. | 92231 |
| Blanche Charles Elementary School | 1201 Kloke Rd. | 92231 |
| Calipatria Unified School District | Amanda Pitones (760) 348-2180 | |
| Calipatria High School | 601 W. Main | 92233 |
| Grace Smith High School | 9 th East 4 th , Niland, Ca. | 92257 |
| Bill Young Middle School | 220 So. International | 92233 |
| Central Union High School District | Erika Allen (760) 336-4261 | |
| Central Union High School | 1001 Brighton Ave. | 92243 |
| Southwest High School | 2001 Ocotillo Dr. | 92243 |
| El Centro Elementary School District | Molly Diaz (760) 353-9617 ext. 7011 | |
| Central Kitchen | 951 Hope St. | 92243 |
| Kennedy Middle School | 900 N. 6 th St. | 92243 |
| Wilson Jr. High School | 600 S. Wilson St. | 92243 |
| De Anza Magnet School | 1530 Waterman | 92243 |
| Desert Garden School | 1900 S. 6 th Street | 92243 |
| Harding School | 950 S. 7 th Street | 92243 |
| Hedrick School | 550 S. Waterman | 92243 |
| King School | 1950 Villa | 92243 |
| Lincoln School | 200 N. 12 th Street | 92243 |
| McKinley School | 1177 N. 8 th | 92243 |
| Sunflower School | 2450 Main St. | 92243 |
| Washington School | 223 S. 1 st . Street | 92243 |
| Heber Elementary School District | Anel Navarro (760) 337-6530 ext. 2489 | |
| Heber Elementary | 1052 Heber Ave. | 92249 |
| Dogwood Elementary | 44 E. Correll Rd. | 92249 |
| Holtville Unified School District | Lucy Chabolla (760) 356-4266 | |
| Finley Elementary | 621 E. 6 th St. | 92250 |
| Holtville High School | 755 Olive Ave. | 92250 |
| Pine Elementary | 3295 Holt Rd. | 92250 |

Imperial County School Food Service Cooperative
 Nutritional Services, Milk/Dairy Products
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| | | |
|---|--|-------|
| Holtville Jr. High | 800 Beale Ave. | 92250 |
| Imperial County Probation Department | Pam Allen (442) 265-2487 | |
| Juvenile Hall | 324 Applestill Rd. | 92243 |
| Imperial Unified School District | Anita Olivos (760) 355-3212 | |
| Ben Hulse Elementary | 303 S. "D" St. | 92251 |
| Imperial High School | 515 W. 10 th St. | 92251 |
| Waggoner Elementary | 627 Joshua Tree Lane | 92251 |
| Frank Wright Middle School | 885 N. Imperial Ave. | 92251 |
| McCabe Union Elementary School District | Cindy Worthington (760) 335-5200 ext. 4304 | |
| McCabe Elementary | 701 West McCabe Rd. Gates A & D | 92243 |
| Meadows Union School District | Vanessa Diaz (760) 352-7512 ext. 2293 | |
| Meadows Elementary | 2059 Bowker Rd. | 92243 |
| Seeley Union Elementary School District | Miguel Marquez (760) 352-3571 ext. 4082 | |
| Seeley Elementary | 1812 W. Rio Vista | 92273 |
| Westmorland Union Elementary School District | Trina Hutchinson (442) 202-2389 | |
| Westmorland Elementary | 200 S. "C" St. | 92281 |
| | | |
| | | |
| | | |

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Estimated Milk Usage

| District | 1% White Milk (Loose) (Units) | 1% White Milk (Shrink Wrapped) (Units) | Fat Free Chocolate Milk (Loose) (Units) | Fat Free Chocolate Milk (Shrink Wrapped) (Units) | Fat Free White (Shrink Wrapped) (Units) | Total Estimated Units |
|----------------------|-------------------------------|--|---|--|---|-----------------------|
| Central Union HSD | 170,000 | | 300,000 | | 0 | 470,000 |
| El Centro Elementary | | 500,000 | | 900,000 | | 1,400,000 |
| Calexico Unified | | 550,000 | | 1,650,000 | 0 | 2,200,000 |
| Holtville Unified | | 140,000 | | 140,000 | 10,000 | 290,000 |
| Meadows Union | | 135,000 | | 135,000 | | 270,000 |
| Seeley Unified | | 36,000 | | 54,000 | | 90,000 |
| Calipatria Unified | 60,000 | | 200,000 | | | 260,000 |
| Westmorland Unified | | 50,000 | | 63,000 | | 113,000 |
| Imperial Unified | 150,000 | | 155,000 | | | 305,000 |
| Heber Unified | | 264,000 | | 312,000 | 50,400 | 626,400 |
| Juvenile Hall | 2,920 | | 2,920 | | | 5,840 |
| McCabe | 31,500 | 94,500 | | | | 126,000 |
| Total | 411,500 | 1,639,000 | 749,500 | 3,200,000 | 60,400 | 6,060,400 |

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Attachment A: Proposer Checklist
Imperial County School Food Service Cooperative
C/O Central Union High School District
Request for Proposal No. 22-01

This checklist is provided as a convenience to assist proposers in ensuring that a complete proposal is submitted. It is not represented as being comprehensive and compliance therewith does not relieve the proposer of responsibility of compliance with any requirements which may not be mentioned specifically in this checklist. **Original documents with original signatures are required.** Failure to comply with this requirement will constitute proposer disqualification due to non-responsiveness. Faxed or emailed documents will not be accepted under any circumstances.

All of the items listed must be returned to constitute a complete response. Please check the box and initial in the appropriate column to signify compliance.

| Check <input checked="" type="checkbox"/> | Initials | Required Document |
|---|----------|---|
| <input type="checkbox"/> | | Attachment A: Proposer Checklist (this form). All items are checked, initialed, signed, and included in the complete response package. Return completed hard copy with initials |
| <input type="checkbox"/> | | Attachment B: Milk Price Sheet |
| <input type="checkbox"/> | | Attachment C: Vendor Contact Information Return completed hard copy |
| <input type="checkbox"/> | | Attachment D: Non-Collusion Affidavit Return completed hard copy with original signature |
| <input type="checkbox"/> | | Attachment E: Suspension and Debarment Certification Return completed hard copy with original signature |
| <input type="checkbox"/> | | Attachment F: Disclosure of Lobbying Activities Return completed hard copy with original signature |
| <input type="checkbox"/> | | Attachment G: Buy American Certification Form Return completed hard copy with original signature |
| <input type="checkbox"/> | | Attachment H: Authorized Vendor Signature Form |
| | | |
| | | |
| | | |

Imperial County School Food Service Cooperative
 Nutritional Services, Milk/Dairy Products
 RFP No. 22-01

ATTACHMENT B: Milk Price Sheet

Bidder Name: _____

| Item | Estimated Annual Usage | unit | Description | Brand Stock Number | Pack Size | Unit Price | Case Price |
|------|------------------------|------|--|--------------------|-----------|------------|------------|
| 1 | | EA | 1% Homogenized Vitamin D Milk (8oz) carton (Loose) | | | | |
| 2 | | EA | 1% Homogenized Vitamin D Milk (8oz) carton (Shrink Wrapped) | | | | |
| 3 | | EA | Non-Fat Homogenized Vitamin D Chocolate Milk (8oz) carton (Loose) | | | | |
| 4 | | | Non-Fat Homogenized Vitamin D Chocolate Milk (8oz) carton (Shrink Wrapped) | | | | |
| 5 | | EA | Non- Fat Homogenized Vitamin D Milk (8 oz) carton | | | | |
| 6 | | EA | 1% Homogenized Vitamin D Milk (128 oz) Gallon | | | | |

This will be an all or nothing award. Vendor must bid on all items to be considered responsive.

Imperial County School Food Service Cooperative
Nutritional Services, Milk/Dairy Products

ATTACHMENT C: VENDOR CONTACT INFORMATION

The following information is required when submitting a response to this solicitation.

Please complete **ALL** areas.

Mark "N/A" for those which are not applicable. Type or print legibly.

LEGAL NAME OF BUSINESS: _____

DBA OR BUSINESS NAME (IF DIFFERENT) _____

ADDRESS OF BUSINESS

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PAY OR REMIT ADDRESS

LEGAL NAME OF BUSINESS: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: (____) _____

TOLL FREE NUMBER: (____) _____

FAX NUMBER: (____) _____

EMAIL: _____

BUSINESS FEDERAL IDENTIFICATION NUMBER: _____

(SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM)

ACCOUNT MANAGER: _____

TELEPHONE NUMBER: (____) _____

CELL PHONE NUMBER: (____) _____

FAX NUMBER: (____) _____

EMAIL: _____

Imperial County School Food Service Cooperative
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CUSTOMER SERVICE REPRESENTATIVE: _____

TELEPHONE NUMBER: (____) _____

CELL PHONE NUMBER: (____) _____

FAX NUMBER: (____) _____

EMAIL: _____

BILLING QUESTIONS CONTACT PERSON: _____

TELEPHONE NUMBER: (____) _____

CELL PHONE NUMBER: (____) _____

FAX NUMBER: (____) _____

EMAIL: _____

EMERGENCY CONTACT PERSON FOR BEFORE/AFTER HOURS: _____

TELEPHONE NUMBER: (____) _____

CELL PHONE NUMBER: (____) _____

FAX NUMBER: (____) _____

EMAIL: _____

Imperial County School Food Service Cooperative
Nutritional Services, Milk/Dairy Products
RFP No. 22-01

**ATTACHMENT D: NONCOLLUSION DECLARATION TO BE EXECUTED BY AND SUBMITTED
WITH BID**

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date

Name of Vendor

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

Imperial County School Food Service Cooperative
Nutritional Services, Milk/Dairy Products
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**ATTACHMENT E: 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)

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.

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.

Central Union High School District

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

Imperial County School Food Service Cooperative
Nutritional Services, Milk/Dairy Products
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DO NOT SUBMIT THIS FORM TO THE CDE. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

INSTRUCTIONS FOR CERTIFICATION (INSTRUCTIONS FOR ATTACHMENT E)

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 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

Imperial County School Food Service Cooperative
Nutritional Services, Milk/Dairy Products
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California Department of Education
PRU 12

Procurement Resources Unit
December 2019

Attachment F: Certification Regarding Lobbying

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

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

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE: _____

(Signature)

(Date)

Imperial County School Food Service Cooperative
 Nutritional Services, Milk/Dairy Products
 RFP No. 22-01

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 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 | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ | |

**Imperial County School Food Service Cooperative
Nutritional Services, Milk/Dairy Products
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| | |
|-------------------------|--|
| failure. | |
| Federal Use Only | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) |

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

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

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

Imperial County School Food Service Cooperative
Nutritional Services, Milk/Dairy Products
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10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Imperial County School Food Service Cooperative
Nutritional Services, Milk/Dairy Products
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ATTACHMENT G: BUY AMERICAN CERTIFICATION FORM

Note: Complete this form if you are a food and/or beverage supplier only.

Imperial County Food Service Cooperative C/O Central Union High School District is to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the National School Lunch Act defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. I/we

_____, certify vendor name that only domestic commodity or food/beverage products will be supplied to Imperial County Food Service Cooperative unless otherwise mutually agreed upon.

Signature

Date

(If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.)

Imperial County School Food Service Cooperative
Nutritional Services, Milk/Dairy Products
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ATTACHMENT H: Authorized Vendor Signature

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

| | | |
|------|-----------------|--------------------|
| Date | Signature/Title | Type or Print Name |
|------|-----------------|--------------------|

| | | |
|-----------------|---------|----------------|
| Name of Company | Address | City and State |
|-----------------|---------|----------------|

| | | |
|-----------|------------------|------------|
| Area Code | Telephone Number | Fax Number |
|-----------|------------------|------------|

Federal Tax Id Number