

**REQUEST FOR PROPOSAL (RFP)
FOR PRIME VENDORS**

**Proposal Reference (PR) number: 080919
Date of request: 8-9-19**

Completed proposal must be submitted no later than 9-6-19 by 12:00 P.M.

Proposal issued by:

**SFA Name: Chatom Union School District
Street: 7201 Clayton Rd.
City/State/Zip Code: Turlock CA, 95380**

**Contact Person: Genevieve Lucas
Contact Person Title: Food Service Director
Contact Person Phone Number: 209-664-8502
Contact Person Email: glucas@chatom.k12.ca.us**

**PLEASE READ SOLICITATION CAREFULLY!
(Cover Page)**

REQUEST FOR PROPOSAL (RFP) FOR PRIME VENDORS

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SECTION 1: PROCEDURAL AND SUBMISSION REQUIREMENTS

Description: Chatom Union School District herein referred to as “School Food Authority” or “SFA” requests proposals in response to this solicitation for the services of a Prime Vendor. “Prime Vendor” also known as a distributor or a commercial food purveyor, who purchases, receives and/or stores commercial food products, related food service goods, and handling of USDA Foods such as brown box and finished end products. The Prime Vendor in turn, sells, delivers, and bills the SFA for the goods and/or services provided. A “Proposer” is a Prime Vendor responding to the RFP with a proposal.

This solicitation is issued with the intent to procure products and related services of a Prime Vendor in accordance with applicable state and federal law governing the federally funded Child Nutrition Programs which collectively refers to the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the Summer Food Service Program for Children (SFSP), The Afterschool Meal Supplement Program (AMS), and the Child and Adult Care Food Program (CACFP) for the SFA.

The SFA intends to target 80 percent or more of its purchases through one Proposer acting as a Prime Vendor which will agree to provide all products and services specified in this RFP with the exception of products listed below.

The following products are primarily excluded from purchase from the awarded contract:

- 1) Milk

The SFA will select a winning proposal based on conditions and requirements contained herein to award the contract for the school year (SY) 2019-20, beginning on 9-11-19 and ending 6-30-20. This awarded contract will have the option for two (2) - one (1) year contract renewals.

Proposal Deadline: 9-6-19 by 12:00 P.M.

Proposals will be accepted up to, and no proposal may be withdrawn after, the due date and time for submission. Time is Central Standard Time as indicated on the designated clock at the SFA. Proposals that arrive after the required time will not be considered. It is the responsibility of the Proposer to ensure that the proposal arrives at the required location by the required time. Submitted proposal shall remain valid for thirty (30) days from the proposal deadline.

If SFA determines that there is a discrepancy in or omission from this solicitation prior to the proposal deadline, an addendum will be issued to all proposers that have submitted proposals and proposers that have requested a copy of the solicitation.

Communications Inquiries: All communication regarding this solicitation document should be directed to:

SFA Contact Person: Genevieve Lucas
Contact Person Title: Food Service Director
Contact Person Phone Number: 209-664-8502
Contact Person Email: glucas@chatom.k12.cs.us
Secondary Contact Person: Gabby Aguiniga
Secondary Contact Person Phone Number: 209-664-8505 ext. 1
Secondary Contact Person Title: Confidential Secretary

Email: Email is the preferred form of communication.

Note: SFA's email system has a very restrictive security system. SFA will send a "confirmation of receipt" to email senders for all email received as a result of this solicitation. If a confirmation of receipt to your email has not been received within two (2) business days (responses will be posted on a later date), contact the SFA's Contact Person identified in this section of solicitation.

Deliver proposals to the following location:

SFA Name: Chatom Union School District
Street: 7201 Clayton Rd.
City/State/Zip Code: Turlock, CA 95380

Submission of Proposals: Proposers will need to sign and complete all sections of this solicitation. Proposers may mail Proposals to the address above by the due date and time as stated in the solicitation. It is the Proposer's responsibility to assure that its Proposal is received by the deadline, no exceptions. Electronic submissions may be sent to glucas@chatom.k12.ca.us. Regardless of submission method, it is the responsibility of the Proposer to confirm and ensure the Proposal was received by Proposal deadline.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS RFP TO BE CONSIDERED RESPONSIVE AND ELIGIBLE FOR A CONSIDERATION FOR AWARDED CONTRACT. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

Proposers which submit incomplete proposals with missing information will be ineligible for evaluation and selection for an awarded contract. Below is a list of documents which must be completed and submitted with your proposal to be considered responsive.

Attachment B PRIME VENDOR PRICING FORM
Attachment C PROPOSER CONTACT INFORMATION

- Attachment D INDEPENDENT PRICE DETERMINATION CERTIFICATE
Attachment E SUSPENSION AND DEBARMENT CERTIFICATION
Attachment F LOBBYING CERTIFICATION
Attachment G DISCLOSURE OF LOBBYING ACTIVITIES

Calendar of Events: The required dates and times by which actions must be completed and, where applicable, locations are listed in the calendar of events. If the SFA determines it is necessary to change a date, time, or location, it will issue an addendum to this solicitation. Times are CST time at the designated location.

Calendar of Events	
Action	Date/Time and Location if applicable
Release of solicitation	8-9-19
Last date to submit written questions	8-23-19
Release of responses to written questions in the form of an addendum. Addendum will be sent to those Prime Vendors that requested a copy of the solicitation.	8-30-19
Due date for proposals and location	9-6-19 by 12:00 P.M. CST SFA Name: Chatom Union School District SFA Address: Street: 7201 Clayton rd. City/State/Zip Code: Turlock, CA 95380 Contact Person: Genevieve Lucas Contact Person Title: Food Service Director Contact Person Phone Number: 209-664-8502 Contact Person Email: glucas@chatom.k12.ca.us
Review for conformance of mandatory requirements	9-7-19
Proposal evaluation period	9-7-19 through 9-9-19
Notice of intent to award	9-10-19
Awarded contract approval	Board meeting following the Notice of Intent to Award
Award of Prime Vendor agreement	9-10-19
Prime Vendor start date	9-11-19

Product List: Product list is attached hereto as “PRIME VENDOR PRICING FORM”. Proposers are required to submit pricing for all products listed. Proposers will need to complete, sign, and return this “PRIME VENDOR PRICING FORM” along with the “PROPOSER CONTACT INFORMATION” along with all other required documents to be considered a responsive proposal.

SECTION 2: SCOPE AND PURPOSE

Scope: The purpose of this solicitation is to solicit proposals and award a contract to a Prime Vendor for products and services described herein.

Amendments and Modifications: The SFA reserves the right to modify the awarded contract by mutual agreement between the SFA and selected Prime Vendor, so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by issuance of a written authorized amendment by the SFA.

Prime Vendor Agreement: Selected Prime Vendor will need to sign the awarded contract upon notification by SFA. This awarded contract will represent the contractual requirements listed in the RFP, attachments to the RFP, amendments to the RFP, and selected Prime Vendor proposal. Failure to execute the awarded contract will disqualify winning Proposer and the next most responsible, responsive Proposer with the next highest scoring points will be selected.

Agreement Period: The initial awarded contract period shall be 9-11-19 to 6-30-20. Both parties to the awarded contract will agree to enter into this awarded contract for a one-year period with the option to renew the agreement for up to two (2) additional one-year periods by mutual agreement of the SFA and selected Prime Vendor. Renewal shall be based on customer satisfaction with products, service, and price.

Fair and Open Competition: This solicitation is intended to promote fair and open competition. If the language, specifications, terms, and conditions or any combination thereof restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested Proposer to notify Genevieve Lucas, in writing, at 7201 Clayton Rd., Turlock, CA 95380 or via email at glucas@chatom.k12.ca.us, so as to be received within five (5) business days after the date the solicitation is issued by the SFA. The solicitation may or may not be changed, but a review of such notification will be made prior to the award of contract.

Delivery: Products will be delivered to the SFA at the following address at or before scheduled time listed below.

Locations: Chatom Elementary School Cafeteria 7221 Clayton Rd. Turlock, CA 95380
Mt. View Middle School 10001 Crows Landing Rd. Crows Landing, CA 95313

All deliveries must be completed before 10:00 A.M. unless other arrangements are agreed to by the SFA.

SECTION 3: PROPOSER QUALIFICATIONS AND RESPONSIBILITY

Requirements:

1. The SFA is looking for a Prime Vendor to provide the products and services listed in the RFP.
2. If Proposer is unable to provide products or services to the SFA, Proposer must succinctly define what can and cannot be provided including the reason. The SFA will determine if the request is accepted. If the request is denied, the proposal may be rejected.
3. In case of default by selected Prime Vendor, the SFA, after due notice, may procure the necessary supplies from other sources and may hold selected Prime Vendor responsible for any excess cost, including costs related to procurement (e.g., cost of labor and supplies).
4. Continuous instances of product unavailability may result in termination of the contract and removal of Proposer from the vendor list at the sole discretion of the SFA.
5. Proposer will provide names and contact information for at least one (1) but no more than three (3) references of school district customers of similar size.

Compliance Requirements: Proposers will need to comply with applicable requirements set forth in federal and state regulations including policy and instructions issued by the U.S. Department of Agriculture (USDA) and California Department of Education (CDE). The applicable regulations are 7 CFR 210 (National School Lunch Program), 7 CFR 215 (Special Milk Program), 7 CFR 220 (School Breakfast Program), 7 CFR 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk), 7 CFR 250 (Food Distribution Program), 7 CFR 225 (Summer Food Service Program for Children), and 2 CFR 200 (super circular).

Discussions/Negotiations: By submission of a proposal, Proposer agrees that during the period following issuance of the proposal and prior to notification of intent and/or award of the contract, Proposer will not discuss this procurement with any party except Superintendent Cherise Olvera or Food Service Director Genevieve Lucas Chief Business Official Kelly Machado, or Confidential Secretary Gabby Aguiniga. The SFA reserves the right to reject any and all proposals and to cancel this solicitation if it is in the best

interest of the SFA. The SFA shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of Proposer's response to this solicitation.

The SFA reserves the right, at any time after opening and prior to award, to request from any Proposer clarification, address technical questions, make site visits, review past performance or to seek or provide other information regarding Proposer's proposal. This process may be used for such purposes as providing an opportunity for Proposer to clarify the proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of Proposer. The SFA will not consider information received if the information materially alters the content of the proposal or alters the type of goods and services Proposer is proposing to the SFA. An individual authorized to legally bind Proposer shall sign responses to any request for clarification.

The SFA reserves the right to contact provided references and other references to assist in proposal evaluation, to verify information contained in the proposal, and to discuss Proposer's qualifications including capabilities and performance under other contracts.

Issuance of this RFP in no way constitutes a commitment by the SFA to award any contract or agreement. This RFP is designed to provide Proposer with the information necessary to prepare a competitive proposal. It is not intended to be comprehensive and each Proposer is responsible for determining all factors necessary for submission of a comprehensive proposal. An RFP may be rejected for various reasons, including but not limited to any one of the following reasons:

1. Proposer fails to deliver the proposal by the due date and time.
2. Proposer fails to respond to the SFA's request for information, documents, or references within the time specified.
3. Proposer's response limits the rights of the SFA.
4. Proposer's response materially changes a product or service requirement.
5. Proposer fails to include information necessary to substantiate that it will be able to meet a product or service requirement. A response of "will comply" is not sufficient. Responses must indicate present capability; representations of future developments will not satisfy the requirement.
6. Proposer provides misleading or inaccurate responses.
7. Proposer initiates unauthorized contact regarding the RFP with the SFA or employees/agents of the SFA.
8. Proposer presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
9. Proposer fails to include any signature, certification, authorization, stipulation, disclosure, guarantee or other item requested in this RFP.

SECTION 4: ADMINISTRATIVE INFORMATION

Estimations: SFA has to the best of its ability, provided estimates to Proposer for products and related services it intends on ordering. The total purchasing estimates are based on usage from the previous year with the exception of quantities which have been projected higher due to concern about availability of USDA Foods and/or new meal pattern requirements. The SFA will not guarantee any minimum utilization or compensation to be paid to a Proposer.

Competitive Pricing: The pricing is for the SY. Proposer must complete the "PRIME VENDOR PRICING FORM". Proposers are encouraged to submit the most competitive pricing possible because SFA will be soliciting multiple proposals from proposers to achieve the lowest possible costs for the specifications and requirements outlined in this solicitation. If for any reason this solicitation has limited

Proposer's ability to provide a competitive proposal then contact the SFA as directed in the cover letter to explain.

Pricing: All products will be priced as Proposer's cost plus a fixed handling charge. Pricing submitted for all products will be net price, F.O.B. destination, in-house at the Chatom Elementary Cafeteria located at 7221 Clayton Rd. Turlock, CA 95380. The evaluated prices will be price per unit, not price per case. The unit price offered should contain four points (.0000) beyond the decimal. The extended price shall be rounded to the nearest whole cent (5 or greater shall be rounded up and 4.9 or less shall be rounded down).

Case Price: Basis for case price (cost) are current prices. If product was not purchased on this date, a manufacturer's price sheet signed by an authorized manufacturer's representative or official manufacturer confirmation letter may be used prior to the proposal opening. Prices must be entered on the "PRIME VENDOR PRICING FORM". The SFA may request copies of invoices, price sheets, or confirmation letter prior to award of contract.

- a. Prices quoted shall be the NET PRICE that Proposer will pay.
- b. Cost should be locked with packers/manufacture for the greatest extent of time to avoid price increases for contract duration. This date should be recorded in Good Thru Date column on "PRIME VENDOR PRICING FORM"
- c. Prices shall be based on delivery to Proposer's warehouse. Freight rates shall normally be in carload or truckload quantities of straight or mixed products, except for very small volume products, which may be drop shipped. Freight arranged by Proposer will not exceed the rates established by nationally recognized common carriers.
- d. Official manufacturer confirmation letter must be maintained on file with the selected Prime Vendor for audit purposes.
- e. Allowances intended for the end user, such as, promotion allowances, billbacks, or other purchasing incentives MUST accrue to the benefit of the SFA. Evidence of such discounts or allowances will be available for audit upon request. A Proposer's invoice costs shall reflect proposal and/or promotion allowances, e.g., one free with 10, or proposal allowances, the benefits of which shall accrue to the SFA. Self-funded allowances will be expected to be on-going. Record all allowances, source of allowances, and Allowance Good Thru Dates on "PRIME VENDOR PRICING FORM".
- f. Allowances, intended for the selected Prime Vendor, such as, payment arrangements or marketing dollars, shall accrue to the benefit of selected Prime Vendor.
- g. Individual product rebates may either be filed by the SFA or selected Prime Vendor, but will be paid only to the SFA. The selected Prime Vendor will provide the tracking report, if requested.
- h. Submit, with the proposal, a list of all products which:
 - i. are firm for the entire SY, calendar year, or specified period of time.
 - ii. Proposer cannot provide for SY.
 - iii. are special order include lead time.
 - iv. are purchased by Inner Company billing and/or Group Buying billing which are not normally in stock at the warehouse which services the SFA. If there is a price increase due to Inner Company or Group Buying billing, the increased price must be supported with a market bulletin(s) from an independent source; such documentation shall be maintained on file with selected Prime Vendor for audit purposes.
 - v. are Proposer processed products, such as cut up fruit/vegetables. The price of the product charged must be based on an independent market bulletin. The selected Prime Vendor shall keep the market bulletin which served as the basis for the cost and the calculation for this proposal on file for audit purposes.

When a product unit is stated as case, decimals should be carried two (.00) places. For units as pound, decimals should be carried three (.000) places. For items in a unit of each or partial case, decimals should be carried four (.0000) places. To determine a proposed unit which is less than a case, take the

case cost to four places beyond the decimal (.0000). Divide case cost by the number of units in a case and round to the nearest whole cent (\$.00).

Allowable Costs (discount, rebate, and other applicable credit): In accordance with applicable federal regulations, for all cost reimbursable contracts awarded by the SFA:

1. In the event a cost reimbursable contract is entered into by the SFA, only allowable costs will be paid from the nonprofit school food service account to the selected Prime Vendor; net of all discounts, rebates, and other applicable credits accruing to or received by the selected Prime Vendor or any assignee under the awarded contract.
2. The selected Prime Vendor must separately identify each cost submitted for payment to the SFA:
 - a) the amount of that cost that is allowable (i.e., can be paid from the nonprofit school food service account) and the amount that is unallowable (i.e., cannot be paid from the nonprofit food service account); or
 - b) the selected Prime Vendor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records management process have been established that maintain the visibility and transparency of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.
3. The selected Prime Vendor's determination of its allowable costs must be made in compliance with the applicable federal, state, and local regulations.
4. The selected Prime Vendor must identify the amount of each discount, rebate, and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in case of other applicable credits, the nature of the credit. The SFA may permit the selected Prime Vendor to report this information on a less frequent basis than monthly, but no less frequent than annually. The selected Prime Vendor must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract which are not reported prior to conclusion of the contract.
5. The selected Prime Vendor must maintain documentation of costs and discounts, rebates, and other applicable credits and must furnish such documentation upon request to the SFA, the CDE, or USDA.
6. No expenditure may be made from the nonprofit school food service account that permits or results in the selected Prime Vendor receiving payments in excess of the selected Prime Vendor's actual, net allowable costs.

Compliance with 7 CFR § 210.21 Cost Reimbursable Contracts: selected Prime Vendor must be able to comply with 7 CFR § 210.21 Procurement. (f) Cost reimbursable contracts, which states the following:

(1) *Required provisions.* The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by

the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii) (A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

SECTION 5: PRODUCT REQUIREMENTS

General Requirements: All products shall conform to the minimum requirements of federal and state regulations. These requirements include, but are not limited to cleanliness, safety, weights, fill of containers, drained weights, and contamination.

1. All food products proposed by Proposer and supplied by selected Prime Vendor will comply with standards of identity, quality, and fill and drained weights as described in relevant federal and state regulations.
2. All foods, especially temperature controlled foods, will be handled according the latest with federal and state food codes that govern the products.
3. With respect to any products which are misrepresented, the supplier whose name and address appears on the package is the responsible party. Selected Prime Vendor is expected to take immediate action to correct any situation in which product integrity is violated.
4. In the case of quality disputes, the manufacturer may be required to provide an independent or third party laboratory analysis to justify the grade.
5. Random sampling and testing of products will be performed by the SFA. Should any product fail to meet specification, quality, or condition as awarded, the SFA will require the selected Prime

Vendor to remove any such products from all SFA locations, provide full credit for the total value of removed product, and reimburse the SFA for any cost.

6. If product origin is not listed on the case or broken cases, selected Prime Vendor will be required to provide country of origin when the SFA requests the information.

Nutrition Standards in the National School Lunch and School Breakfast Programs: All products shall conform to NSLP, SBP, and other federal and state regulated nutritional programs (including new meal patterns) in which the SFA participates. Selected Prime Vendor will need to work with the SFA to achieve compliance with changes to program standards as they relate to products and services provided by the selected Prime Vendor to the SFA.

Product Data Sheets: The SFA requires Product Data Sheets for all food products that do not have a Standards of Identity. Product Data Sheets must be compiled into a book or in an electronic medium and given to the SFA by selected Prime Vendor within seven (7) days of the award. The SFA will choose the appropriate medium and may choose to receive both the paper and electronic form. **Failure to provide required Product Data Sheets or approve equivalent may be grounds for termination of the contract.**

Material Safety Data Sheets (MSDS): The SFA requires MSDS for all chemicals. As required by the SFA, MSDS must be compiled by selected Prime Vendor into a book at the SFA's location or in an electronic medium by August 10th of each SY. The SFA will choose the appropriate medium and may choose to receive both the paper and electronic form. **Failure to provide MSDS may be grounds for termination of the contract.**

Ordering Procedures:

- The SFA prefers to order via email with an option of on-line ordering.
- Orders will be placed via email on Tuesdays for Friday delivery
- Ordering shall be in full-case quantities whenever possible. Broken case orders will be kept to the minimum.
- Sales to any individuals (non-SFA) using the awarded contract are strictly prohibited.
- Sales to SFA's sponsored groups using the awarded contract may be authorized only by the SFA.

Substitutions: All substitution requires the prior approval of the SFA. If selected Prime Vendor is temporarily out of stock of a particular product, an equal or superior product at an equal or lower price may be delivered as long as prior approval has been received.

SECTION 6: STANDARD TERMS AND CONDITIONS

Terms and Conditions: Selected Prime Vendor must be fully acquainted with terms and conditions relating to the scope and restrictions involved in the execution of the work as described in the solicitation. Failure or omission of selected Prime Vendor to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this solicitation.

Reservation of Rights: The SFA expressly reserves the following:

1. The right to reject all proposals.
2. The right to reject any part of the proposal not meeting the specifications set forth herein.
3. The right to waive any irregularities and technicalities and, at its sole discretion, may request a clarification or other information to evaluate any or all proposals.
4. The right to re-award the solicitation to another Proposer in the event the Proposer to whom a

contract is awarded defaults in executing the formal agreement.

5. The right to accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary issue a new solicitation or take other action as the SFA deems appropriate in the best interests of the SFA.

Proposer has the right to withdraw its proposal if SFA changes the type of award as described herein.

Payment Method: Payment will be made directly to a selected Prime Vendor within 30 days of invoice.

Invoicing: The selected Prime Vendor must provide a duplicate delivery invoice at each delivery showing the quantity of products delivered. This invoice must be signed and dated by the food service manager receiving the products at each delivery.

Taxes: Price quoted shall not include state and federal taxes from which the SFA is exempt. The necessary exemption certificate will be furnished by the SFA upon the Proposer's request.

Recordkeeping: Any and all documents, books, records, invoices, and/or quotations of SFA's purchases shall be made available, upon demand, in an easily accessible manner for a period of at least three (3) years from the end of the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the SFA, state, and federal representatives and auditors in accordance with federal regulations. Selected Prime Vendor must ensure any such records held by a subcontractor are likewise subject to these provisions.

Access to Records: Access shall be granted by selected Prime Vendor to the SFA, State Agency, USDA, Comptroller General of the United States, or any other duly authorized entity or any of their duly authorized representatives to any books, documents, papers, and records of selected Prime Vendor, which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions. The SFA may conduct audits to validate costs and compliance with agreement terms and conditions.

Buy American: The SFA by participating in the federal school meal programs is required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity produced in the U.S. and a food product processed in the U.S. substantially (at least 51 percent) using agricultural commodities which are produced in the U.S. (7CFR210.21, 220.16). **Selected Prime Vendor shall notify SFA in advance of delivery of any product not compliant with this requirement.**

Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded: Proposer certifies (See attachment: "SUSPENSION AND DEBARMENT CERTIFICATION") neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Selected Prime Vendor should consult Executive Orders 12549 and 12689. For additional information, selected Prime Vendor should check <https://www.epls.gov/>, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties which are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefit.

Lobbying: Proposer must certify (See attachment: "LOBBYING CERTIFICATION" and attachment "DISCLOSURE OF LOBBYING ACTIVITIES") no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect

to the awarding of a federal contract, or in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

State and Federally Required Contractual Provisions: Selected Prime Vendor must have obtained, and will continue to maintain during the entire term of the awarded contract, all permits, approvals or licenses necessary for lawful performance of its obligations under the awarded contract. In addition, selected Prime Vendor is responsible to abide by all applicable federal and state laws and policies of the CDE, as applicable, when providing services under the awarded contract, including but not limited to:

1. **Equal Employment Opportunity** – Selected Prime Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
2. **Labor and Civil Rights Laws** – Selected Prime Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with selected Prime Vendor's performance of work under the awarded contract, selected Prime Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Selected Prime Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
3. **Duty to Protect** – Selected Prime Vendor shall not knowingly send any employee, agent or subcontractor personnel who is a registered sex offender or who has been convicted of sexual abuse to SFA's location, building, or SFA's property when students are attending school or a school related activity. Selected Prime Vendor shall make periodic criminal history records inquiries as authorized by State of Wisconsin enactment of the Sex Offender Registration and Community Notification Law.
4. **Tobacco** – Selected Prime Vendor shall comply with all prohibitions on tobacco use in SFA facilities and grounds pursuant to applicable federal, state, and local laws or policies.
5. **Unauthorized Workers** – The employment of unauthorized workers by selected Prime Vendor is considered a violation of federal and state law. If selected Prime Vendor knowingly employs unauthorized workers, such a violation shall be cause for termination of the awarded contract.

Insurance: Selected Prime Vendor shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance, Workers Compensation Insurance, Employer's Liability Insurance, and Automobile Liability Insurance. Selected Prime Vendor shall have a policy endorsement covering personal property of others. Should any required insurance be cancelled before the expiration date, the issuing company will mail 30-days written notice to the SFA. Selected Prime Vendor shall provide a statement of certificates of insurance from issuing company or their authorized agent upon request by the District. Selected Prime Vendor shall meet the statutory requirements of the State of California for worker's compensation coverage and employer's liability insurance.

Property Damage Liability: Selected Prime Vendor shall maintain insurance covering all owned, non-owned, and hired vehicles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence.

Comprehensive General Liability: Selected Prime Vendor shall maintain Comprehensive General Liability insurance that shall protect selected Prime Vendor and SFA from claims of bodily injury or property damage which arise from performance under the awarded contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate.

Food Laws: Selected Prime Vendor shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. SFA may inspect selected Prime Vendor's facilities and vehicles. Selected Prime Vendor must have documented their company's compliance with Good Agricultural Practices (GAPs), Standard Operating Procedures (SOPs), Sanitary Standard Operating Procedures (SSOPs), and Good Management Practices (GMPs) for farm and field operations, packing facilities, cold storage operations, produce shippers, and their distribution facilities, if appropriate.

Food Recall: Selected Prime Vendor shall be expected to voluntarily comply with all federal, state and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Proposer shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA site(s) in an expedient, effective, and efficient manner. Selected Prime Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

Biosecurity: Proposer must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration, and under the USDA, Food Safety and Inspection Service.

SECTION 7: EVALUATION OF PROPOSALS

Evaluation: Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. The SFA evaluation team will review the proposals using the evaluation criteria found in this solicitation. In addition, the evaluation team will check references.

The SFA will evaluate each proposal independent of other proposals. As part of the evaluation process, the SFA may request samples, for example NEW products and any substitutions the bidder wishes to be considered as a preapproved equal.

1. Samples requested will be a full or partial case.
2. Samples may be unboxed and unlabeled when requested for testing.
3. Samples will be provided at no charge to the SFA.

Product samples required for testing purposes will be requested by the Food Service Director, Genevieve Lucas. Product samples are to be delivered to the specified party(s) within 10 (ten) business days of the request to Chatom Elementary School Cafeteria 7221 Clayton Rd. Turlock, CA 95380.

Criteria	Maximum Score
<i>Mandatory Requirements</i>	
Completed and signed Attachment B: PRIME VENDOR PRICING FORM	Mandatory
Completed Attachment C: PROPOSER CONTACT INFORMATION and PROPOSER REFERENCE LIST	Mandatory
Completed and signed Attachment D: INDEPENDENT PRICE DETERMINATION CERTIFICATE	Mandatory
Completed and signed Attachment E: SUSPENSION AND DEBARMENT CERTIFICATION	Mandatory
Completed and signed Attachment F: LOBBYING CERTIFICATION, and if applicable Attachment G: DISCLOSURE OF LOBBYING ACTIVITIES	Mandatory
Qualified Product	Mandatory
Packaging and Product Identification	Mandatory
Emergency Product Substitutions and Out of Stock Items	Mandatory
Non-Delivery Penalty	Mandatory
Delivery Conditions	Mandatory
<i>Technical Evaluation Criteria</i>	
Account representation	5 points
References	5 points
Other considerations, offers, programs and services beneficial to the District	5 points
Delivery schedule	10 points
Extent to which services meet the District's needs	10 points
Qualifications and experience	10 points
Product availability	10 points
<i>Pricing Evaluation Criteria</i>	
Total Extended Costs (including handling charges)	45 points
Total Possible Score	100 points

SECTION 8: AWARD AND POST AWARD INFORMATION

Award: Contract will be awarded to the most responsive and responsible Proposer scoring the greatest number or points based on criteria described in this solicitation.

Proposal Protest Procedures: If any Proposer who submitted a proposal has an objection to the award of the contract to the apparent Proposer with the lowest costs, the objecting Proposer shall furnish that protest, in writing, to the SFA within two (2) business days of the date of the Proposer notification of an awarded contract. The protest shall describe in detail the basis for the protest, and shall request a determination under this section. If a protest is filed in a timely fashion, the SFA will review the basis for the protest and relevant facts under such terms and conditions, as the SFA considers proper. Upon completion of the review, the SFA shall submit its findings and recommendations to the SFA's board members who shall then review the matter under such terms and conditions, as deemed proper. Upon receipt of authority to act from the SFA's board members, the SFA will notify those Proposers involved of its decision. The decision shall be final and binding on the objecting Proposer.

Type of Contract: A fixed price (including all handling charges) per product will be awarded as a result of this solicitation.

Method of Award: Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. The SFA evaluation committee will review the proposals using the evaluation criteria set forth in this solicitation.

Contract Maintenance: The SFA will communicate with selected Prime Vendor, if necessary, to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, and other Prime Vendor issues.

Reporting: Usage/Velocity reports are to be provided to the SFA within one week of the request.

Mutual Agreement Termination: With mutual agreement of both parties to the awarded 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.

Non-Performance of Contract and Termination: Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

- a) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
- b) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

SFA PROFILE

Attachment A

Chatom Union School District

SFA Billing Address: 7201 Clayton Rd. Turlock, Ca 95380

Contact Person for Ordering: Genevieve Lucas

Contact Person for Billing questions: Maira Cota

SFA Name	Chatom Union School District	
Address	7201 Clayton Rd. Turlock, Ca 95380	
Telephone	209-664-8502	
Contact Name	Genevieve Lucas	
Site Type	Central Kitchen – Dry, refrigerated, frozen storage	
Estimated Annual Purchases under Proposal Contract	\$150,000.00	
Delivery Address	7221 Clayton Rd. Turlock Turlock, CA95380	10001 Crows Landing Rd. Crows Landing, CA 95313
Delivery Type	In-house, in the door	
Delivery Frequency	Once a week	
Enrollment	648	
Average Breakfast	350	
Average Lunch	600	
Average Snack	60	
Supper Program	130	
Summer Program	95	
Delivery Days	Friday Deliveries	
Delivery Times	5:00 am – 10:00 am	
USDA Foods Usage Profile		
USDA Foods Type	Estimated Annual Cases	
Dry	400	
Frozen/Refrigerated	650	

SCHOOL CALENDAR/HOLIDAY SCHEDULE**SCHOOL VACATIONS & HOLIDAYS**

Independence Day	July 4
Labor Day	Sept. 2
Veterans Day	Nov. 11
Thanksgiving	Nov. 25-29
Winter Break	Dec 23 - Jan 6

Martin Luther King, Jr. Day	Jan. 20
Presidents' Holidays	Feb. 13-17
Spring Break	April 10-17
Memorial Day	May 25

MINIMUM DAYS

<i>First Day of School</i>	<i>Aug. 12</i>
Professional Learning	Every Wed.
Day Before Thanksgiving Break	Nov. 22
Day Before Winter Break	Dec. 20
Day Before Spring Break	April 9
Mt. View Graduation	May 28
<i>Last Day of School</i>	<i>May 29</i>

PRIME VENDOR PRICING FORM

PROPOSERS, complete, sign, and return this PRIME VENDOR PRICING FORM along with the "PROPOSER CONTACT INFORMATION" Attachment C to:

SFA Name: Chatom Union School District
Street: 7201 Clayton Rd.
City/State/Zip Code: Turlock, CA 95380

Completed proposal must be submitted no later than: 9-6-19 by 12:00 P.M.

Proposer's failure to execute/sign proposal prior to submittal may render proposal non-responsive.

Attachment B

Organization Name (print): _____
Name and Title of Authorized Representative (print): _____
Address _____ City: _____ State _____ ZIP _____

I certify by my signature below that the PRICES quoted in this proposal are correct and that the proposal conforms to all specifications and requirements outlined in the solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company's proposal documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Proposer and the SFA.

The undersigned hereby offers to provide products as specified in this proposal for the period starting _____ and ending _____.

I understand that the SFA reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of thirty (30) days from the time of opening of the proposal.

Signature (of authorized representative): _____

Date: _____

Print Name: _____

Title: _____

NOTE: *Accepting a Proposer's proposal does not constitute award of the contract*

ATTACHMENT C

PROPOSER CONTACT INFORMATION

Proposer Name: _____
Contact Person for Orders: _____
Office Phone: _____
Cell Phone: _____
Fax: _____
E-mail: _____

Emergency Contact Person for After/Before Hours _____
Office Phone: _____
Cell Phone: _____
Fax: _____
E-mail: _____

Contact Person: Product Information (ingredient listings and nutrient analysis)

Office Phone: _____
Cell Phone: _____
Fax: _____
E-mail: _____

Contact Person: Billing Questions, Credits, Damaged or Incorrect Products

Office Phone: _____
Cell Phone: _____
Fax: _____
E-mail: _____

PROPOSER REFERENCE LIST

Reference One – Company Name: _____
Contact Person: _____
Office Phone: _____
E-mail: _____

Reference Two – Company Name: _____
Contact Person: _____
Office Phone: _____
E-mail: _____

Signature of School Food Authority's
Authorized Representative

Title

Date

NOTE: Accepting a Proposer's proposal does not constitute award of the contract.

ATTACHMENT E

SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Lower-Tier Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §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 USDA agency with which this transaction originated.

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are 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.

Organization Name

Proposal Reference/Award Number or Project Name

Name(s) and Titles of Authorized Representative(s)

Signatures:

Date:

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification 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 whom 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*, *bid/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 he or she 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.

Reference Three -- Company Name: _____
Contact Person: _____
Office Phone: _____
E-mail: _____

ATTACHMENT D

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the School Food Authority (SFA) and the Prime Vendor (Proposer) shall execute this Independent Price Determination Certificate.

Name of Prime Vendor

Chatom Union School District
Name of School Food Authority

A. By submission of this offer, the Proposer certifies, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Proposer and will not knowingly be disclosed by the Proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Proposer for the purpose of restricting competition.
3. No attempt has been made or will be made by the Proposer to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the Proposer certifies that:

1. He or she is the person in the Proposer's organization responsible in the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
2. He or she is not the person in other Proposer's organization responsible in the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Prime Vendor's
Authorized Representative

Title

Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred above.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that 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 principles. Each participant may, but is not required to, check the Non-procurement 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 are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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.

LOBBYING CERTIFICATION**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 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 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/Address of Organization

Name/Title of Submitting Official

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES
 STANDARD FORM -LLL
 APPROVED BY OMB
 COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT
 TO 31 U.S.C. 1352
 (SEE NEXT PAGE FOR PUBLIC DISCLOSURE)

1. Type of Federal Action <input type="checkbox"/> A. Contract <input type="checkbox"/> B. Grant <input type="checkbox"/> C. Cooperative Agreement <input type="checkbox"/> D. Loan <input type="checkbox"/> E. Loan Guarantee <input type="checkbox"/> F. Loan Insurance	2. Status of Federal Action <input type="checkbox"/> A. Bid/Offer/Application <input type="checkbox"/> B. Initial Award <input type="checkbox"/> C. Post award	3. Report Type <input type="checkbox"/> A. Initial Filing <input type="checkbox"/> B. Material Change For Material Change Only: Year: _____ Quarter: _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> 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 Entity: (if individual, last name, first name, MI)	10. b. Individual Performing Services: (including address if different from No. 10 a) (Last name, first name, MI)	
11. Amount of Payment: (check all that apply) \$ _____ Actual <input type="checkbox"/> Planned <input type="checkbox"/>	13. Type of Payment: (check all that apply) <input type="checkbox"/> A. Retainer <input type="checkbox"/> B. One-Time Fee <input type="checkbox"/> C. Commission <input type="checkbox"/> D. Contingency Fee <input type="checkbox"/> E. Deferred <input type="checkbox"/> F. Other: (specify) _____	
12. Form of Payment: (check all that apply) <input type="checkbox"/> A. Cash Nature _____ <input type="checkbox"/> B. In-kind (specify) Value _____		
14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11. (Attach Continuation Sheets if necessary)		
15. Continuation Sheets Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be		
Signature: _____ Print Name: _____ Title: _____ Telephone Number: _____ Date: _____		

available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.	
Federal Use Only	Authorized for Local Reproduction

ATTACHMENT G (CONTINUED)

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

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 in 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 a Continuation Sheet for additional information if the space on the form is inadequate. 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 (OMB) 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 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 first 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 know. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying Number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., *RFP-DE-90-001*.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
10.
 - a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
 - b. Enter the full name of the individual performing services, and include full address if different from 10a. 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 (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are enclosed.
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 instructions, searching 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 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.

Chatom Union School District - Child Nutrition Dept.

Street Address: 7201 Clayton Rd.

P: 209-664-8502

Email: glucas@chatom.k12.ca.us

Turlock, CA 95380

F: 209-664-8508

Director: Genevieve Lucas

Nutrition label MUST be included for ALL items.

A statement showing compliance with the Buy American Provision MUST be included for ALL items.

CN Label, CN equivalency and/or Product Formulation Statement (PFS) MUST be included where applicable.

As required by FDA, Allergen Statement MUST be included for top 8 allergens: milk, eggs, peanuts, tree nuts, fish, shellfish, soy, wheat.

PRIME VENDOR PRICING FORM

BIDDER'S COMPANY NAME:

Bid # 0809 Direct Ship Food and Kitchen Supply Products

Item #	Item Description & Specification	Unit	Est. Usage	Unit Cost	Total Cost	You must list the pack size, brand and stock # in the space below if bidding a product different from the specification listed. If you are bidding the item as specified you must indicate "As specified".
<i>Example</i>	<i>Cereal, Cinnamon Toasters Bowlpack 96/1oz Malt-O-Meal #03915</i>	<i>Cs.</i>	<i>2071</i>	<i>16.21</i>	<i>\$ 33,570.91</i>	<i>As specified</i>
COMMODITY NET PRICING						
1	Beef Sausage and Cheese Breakfast Sandwich 144ct, IW Donn Lee # QSC2258 or approved equal. Commodity net pricing.	Cs.	65			
2	2-Pack Mini Cheeseburger 72 ct, IW, Don Lee # QCB655 or approved equal. Commodity net pricing.	Cs.	65			
3	Cheeseburger Sliders on WG Buns, IW 4.2 oz, 75 ct cs, Integrated Food Service #C47220 or approved equal. Commodity pricing	Cs.	67			
4	Charbroiled mesquite beef patty 192ct, bulk, Don Lee # CQN252603 or approved equal. Commodity net pricing.	Cs.	60			
5	Mandarin Orange Chicken Jr., 6/5lb chicken 6/36oz sauce 43.50 lb case, Yang's 5th Taste code # 8-52724-1555-5 or approved equal. Commodity net pricing.	Cs.	45			
6	Sweet and Sour Chicken, 6/5lb chicken 6/36oz sauce 43.50 lb case, Yang's 5th Taste code # 8-52724-1555-1-7 or approved equal. Commodity net pricing.	Cs.	45			
7	BBQ Chicken Teriyaki, 6/5lb chicken 6/32oz sauce 42 lb case, Yang's 5th Taste code # 8-52724-1555-4-8 or approved equal. Commodity net pricing	Cs.	45			
8	4" Round Galaxy Cheese Pizza, IW, Tony's/Schwan's code # 78364 or approved equal. Commodity net pricing	Cs.	64			
9	16" Primo WG Par-Baked Crust Four Cheese Pizza, 72 servings per case, Big Daddy's or approved equal. Commodity net pricing	Cs.	80			
10	51% Wg Sausage and Country Gravy Breakfast Pizza, 1MMA, 1.5 oz eq grain, WGR, 128 servings per cs, Tony's/Schwan's code # 78352 or approved equal. Commodity net pricing.	Cs.	75			
11	51% WG Bacon Scramble Breakfast Pizza, 1MMA, 1.5 oz eq grain, WGR, 128 servings per cs, Tony's/Schwan's code # 78353 or approved equal. Commodity net pricing.	Cs.	75			
12	WG Breaded Golden Crispy Patties, 3.54 oz ea, 148 ct cs, Tyson code # 70304-928 or approved equal.	Cs.	82			
13	WG Chicken Breast Patties, 137 ct cs, Foster Farms code # 91692 or approved equal. Commodity net pricing.	Cs.	84			
14	WG Breaded Chicken Nuggets, 66oz, 137 serv per cs, Tyson code # 2155-923 or approved equal. Commodity net pricing.	Cs.	35			
15	WG Breaded Chicken Nuggets, 113 serv per cs, Foster Farms code # 91690 or approved equal. Commodity net pricing.	Cs.	40			
16	Beef Sausage Breakfast Sandwich on a WG Hawaiian Bun IW, Integrated Food Service # C99018, 100 ct cs or approved equal. Commodity net pricing	Cs.	40			
17	Commercial Pricing					
18	Beef Sausage and Cheese Breakfast Sandwich 144ct, IW Donn Lee # QSC2258 or approved equal.	Cs.	65			
19	2-Pack Mini Cheeseburger 72 ct, IW, Don Lee # QCB655 or approved equal.	Cs.	65			

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20	Cheeseburger Sliders on WG Buns, 1W 4.2 oz, 75 ct cs, Integrated Food Service #470220 or approved equal.	Cs.	67			
21	Charbroiled mesquite beef patty 192ct, bulk, Don Lee # CQN252603 or approved equal.	Cs.	60			
22	Mandarin Orange Chicken Jr., 6/5lb chicken 6/36oz sauce 43.50 lb case, Yang's 5th Taste code # 8-52724-1555-5 or approved equal.	Cs.	45			
23	Sweet and Sour Chicken, 6/5lb chicken 6/36oz sauce 43.50 lb case, Yang's 5th Taste code # 8-52724-1555-7 or approved equal.	Cs.	30			
24	BBQ Chicken Teriyaki, 6/5lb chicken 6/32oz sauce 42 lb case, Yang's 5th Taste code # 8-52724-15554-8 or approved equal.	Cs.	28			
25	4" Round Galaxy Cheese Pizza, 1W, Tony's/Schwan's code # 78364 or approved equal.	Cs.	64			
26	16" Primo WG Par-Baked Crust Four Cheese Pizza, 72 servings per case, Big Daddy's or approved equal.	Cs.	80			
27	51% Wg Sausage and Country Gravy Breakfast Pizza, 1MMA, 1.5 oz eq grain, WGR, 128 servings per cs, Tony's/Schwan's code # 78352 or approved equal.	Cs.	75			
28	51% WG Bacon Scramble Breakfast Pizza, 1MMA, 1.5 oz eq grain, WGR, 128 servings per cs, Tony's/Schwan's code # 78353 or approved equal.	Cs.	75			
29	WG Breaded Golden Crispy Patties, 3.54 oz ea, 148 ct cs, Tyson code # 70304-928 or approved equal.	Cs.	82			
30	WG Chicken Breast Patties, 137 ct cs, Foster Farms code # 91692 or approved equal.	Cs.	84			
31	WG Breaded Chicken Nuggets, .66oz, 137 serv per cs, Tyson code # 2155-923 or approved equal.	Cs.	35			
32	WG Breaded Chicken Nuggets, 113 serv per cs, Foster Farms code # 91690 or approved equal.	Cs.	40			
33	WG Blueberry Muffin Top, 3.2 oz, 60 ct cs, Buena Vist item # 63135 or approved equal.	Cs.	75			
34	WG Double Chocolate Chip Muffin Top, 3.2 oz, 60 ct cs, Buena Vist item # 63185 or approved equal.	Cs.	75			
35	WG English Muffin Egg and Cheese, 1W 3oz, 96 ct cs, Bake Crafters item # 6604 or approved equal.	Cs.	80			
36	WG Maple Pancake Wraps, bulk, 56 ct cs, 1MMA, 1 oz eq grains, WGR, Foster Farms code #1932187 or approved equal.	Cs.	136			
37	Mini Cinnis, 1W, 72 ct cs, Pillsbury code # 133686000 or approved equal.	Cs.	80			
38	2 oz eq grain, WGR, 1W mini maple panckes, 72 ct cs, De Wafelbakkers code #625 or approved equal.	Cs.	80			
39	WG Breakfast Bar, 1W, 72 ct cs, Sky Blue code #HWB5172 or approved equal.	Cs.	100			
40	Ultra Baked Cinnamon Bun, 1W, 72 cs ct, WGR, 2oz eq grain, Super Bakery SBI code # 6070, UPC item # 091464607003 or approved equal	Cs.	100			
41	100% Orange Juice, 70/4oz paper carton, Suncup code # 030100 or approved equal.	Cs.	532			
42	100% Natural Fruit Punch, 70/4oz paper carton, Suncup code#050800 or approved equal.	Cs.	380			
43	Beef Sausage Breakfast Sandwich on a WG Hawaiian Bun 1W, Integrated Food Service # 990018, 100 ct cs or approved equal.	Cs.	85			
44	Grilled Cheese Sandwich, 1W 2WGr/2MMA ea., 54 cs ct, Rose & Shore code # GCW454WC or approved equal.	Cs.	70			
45	Pepperoni Stuffed Sandwich, 2WGR/2MMA ea, 48 ct cs, Beacon Street Café#093137 or approved equal.	Cs.	80			
46	Fully cooked Silva Linguica, 10-20 lb case, or approved equal	Cs.	60			

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47	Fully cooked beef crumbles, 4/10lb cs	Cs.	65			
48	Fine ground beef, raw, 1/40lb cs	Cs.	40			
49	DelReal, fully cooked pork carnitas, 4/5lb, #3926336 or approved equal	Cs.	100			
50	Advance Pierre Pork Rib patty pre-cooked, 100/2.5oz, #2525624 or approved equal	Cs.	25			
51	Block&Barrel pork, ham , diced 1/2", fully cooked, 100/2.5oz, #5807741 or approved equal	Cs.	45			
52	Pork roast leg, frozen, raw, 32-40lbs cs	Cs.	75			
53	Corndog, chicken, WG, sysco classice #1932171, 72/4oz, or approved equal	Cs.	110			
54	Turkey frank, 8x1 6in, CN, 6/5lb, Sysco classic #4609723 or approved equal	Cs.	110			
55	Fully cooked chicken fajita strips, 30lb,	Cs.	35			
56	Fully cooked diced chicken, 1/2in, 40 lb	Cs.	50			
57	Fully cooked, breaded, chicken, 8pc, 8/8pc cs	Cs.	80			
58	Turkey roast, raw, 32/48 lb cs	Cs.	60			
59	Sliced, oven roasted turkey breast, 4/2.5lb, Block & Barrel or approved equal	Cs.	60			
60	Hamburger bun, WG, 12/8ct, Ovenfresh # 1344296 or approved equal	Cs.	240			
61	Shannon Hoagie roll, 2grain, 108ct, #1628415 or approved equal	Cs.	80			
62	Shannon Mini Hoagie Roll, 108 ct, #58-800 or 8965725 or approved equal	Cs.	80			
63	Gais hot dog bun, WG 6", 12/8ct, #4784714 or approved equal	Cs.	60			
64	Sysco Classic, WG parkerhoue roll, 16/12ct, #5971708 or approved equal	Cs.	50			
65	Bakecrafters Texas Toast Garlic Bread, 120/1.31oz, #7838026 or approved equal	Cs.	50			
66	Sysco Classic Honey Wheat Round TopLoaf Bread, 12/24oz, #9843897 or approved equal	Cs.	45			
67	Keebler graham crackers, 2ct, 1w, 200ct cs, #5278718 or approved equal	Cs.	40			
68	MJM Sports Bites Graham Cracker, 150/1oz, #6982748 or approved equal	Cs.	40			
69	MJM Choc Graham, Bear, 300/1oz, #7180144 or approved equal	Cs.	15			
70	Spaghetti noodles, whole grain, 2/10lb	Cs.	20			
71	Spaghetti noodles, 2/10lb	Cs.	20			
72	Casa Sol Jumbo Taco Shells, 200/6.5, #9292657 or approved equal	Cs.	80			
73	6" Corn tortillas, WG, bulk, min 144 ct	Cs.	40			

Item #	Item Description & Specification	Unit	Est. Usage	Unit Cost	Total Cost	You must list the pack size, brand and stock # in the space below if bidding a product different from the specification listed. If you are bidding the item as specified you must indicate "As specified".
74	6-8" flour tortillas, WG, bulk, min 144 ct	Cs.	40			
75	WG Brown rice, 1/25lb	Cs.	30			
76	White rice, 1/25lb	Cs.	30			
77	Malt O Meal Honey Nut Scooters bowl pack, 48/2oz, #2252783 or approved equal	Cs.	75			
78	Malt O Meal Honey Graham Squares bowl pack, 48/2oz, #5342207 or approved equal	Cs.	150			
79	Betty Crocker snack bar chocolate chip oatmeal, 144/1.24oz, #0970196 or approved equal	Cs.	40			
80	Kellogg Rice Crispy Bar, 80/1.41oz, WG, #2880189 or approved equal	Cs.	70			
81	Tostitos tortilla chip, reduced fat, rounds, IW, 104/.875oz, #19246977 or approved equal	Cs.	75			
82	Casa Sol Bulk tortilla chips, corn, yellow, round, 1/12lb #4084364 or approved equal	Cs.	90			
83	Quaker Kid's Mix Snack Mix, 104/.875oz, or approved equal	Cs.	50			
84	Smuckers peanut butter and grape jelly, uncrustable, 72/2.6oz, CN, #2223456,	Cs.	100			
85	Posada Chicken Taquitos, 140/1.74oz, CN, #3386273 or approved equal	Cs.	50			
86	DelReal, Green chili and cheese tamale, 12/4ct, #3490598 or approved equal	Cs.	45			
87	Del Real, Chicken Tamale, 12/4ct, #3822424 or approved equal	Cs.	45			
88	Whole fruit juice bar, cherry, 100/2oz, #7183326 or approved equal	Cs.	25			
89	frozen, chocolate chip cookie puck, bake and serve, 1oz	Cs.	30			
90	Ready to eat, heat and serve, macaroni & cheese, deliver frozen, 4 pans per case	Cs.	50			
91	Traditional Seasoned Salt, 4.5 oz, Sysco Imp or approved equal	Cs.	5			
92	Mrs. Dash, 6.75 oz or approved equal	Cs.	8			
93	Las Palmas, Diced green chilis, 12/27oz	Cs.	20			
94	Lawrys Taco Seasoning, 6/9oz, or approved equal	Cs.	12			
95	IW, chocolate brownie, WG	ea	3000serv			
96	WG, bulk, cinnamon roll, bake and serve, 1oz	ea	1000serv			
97	Pillsbury stuffed cheese, garlic pull-apart, 72/4.06oz, IW, #3913322 or approved equal	Cs.	40			
98	Unsweetened applesauce, 6/#10 cans, Sysco Classic #4062030 or approved equal	Cs.	110			
99	Fruit mix, diced, 6/#10 cans, Sysco Classic #2182352 or approved equal	Cs.	100			
100	Dole 4oz mixed fruit cup, 36/4oz, #4714663 or approved equal	Cs.	100			

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101	Casa Sol vegetarian refried beans, 6/#10 can, #5882311 or approved equal	Cs.	80			
102	Fancy green beans, low sodium, 6/#10 cans	Cs.	30			
103	Ranch beans, 6/#10 cans	Cs.	80			
104	Bush Pinto Beans, low sodium, 6/#10 cans, #0079584 or approved equal	Cs.	75			
105	CasaSol Hominy, white, 6/#10 cans, #3435823 or approved equal	Cs.	36			
106	Sysco Imp. Tomato Sauce, 6/#10 cans, #4030284 or approved equal	Cs.	30			
107	Diced tomatoes, 6/#10 cans	Cs.	15			
108	Corn whole kernel, 6/#10 cans	Cs.	45			
109	Frozen, ready to heat, corn on the cobb, min. 1/4 cup vegetable per serving	ea	4500serv			
110	Frozen, ready to heat, oriental blend vegetables	Cs.	60			
111	Frozen, ready to heat, broccoli cuts	Cs.	60			
112	Diced cling peaches, diced, light, 6/#10 cans	Cs.	75			
113	Diced pears, diced, light, 6/#10 cans	Cs.	75			
114	Spaghetti sauce, 6/#10 cans, Sysco Imp #4587515 or approved equal	Cs.	60			
115	Potato pearl excel, sysco cls #3327848 or approved equal	Cs.	30			
116	Potato tater barrel, 6/5lb, sysco imp #1027267 or approved equal	Cs.	80			
117	Simplot, seasoned, crunchy, 8 cut potatoes, #10071179 or approved equal	Cs.	100			
118	Chocolate pudding, 6/#10 cans, sysco cls #4011037 or approved equal	Cs.	30			
119	Olive, ripe, sliced, 6/#10 cans, sysco cls #1286319 or approved equal	Cs.	10			
120	Cityfair sliced pickles, 1/5gal, #5728052 or approved equal	Cs.	10			
121	Las Palmas Green enchilada sauce, 6/#10 cans, #4134698 or approved equal	Cs.	30			
122	Las Palmas red enchilada sauce, 6/#10 cans, #4554416 or approved equal	Cs.	10			
123	Realfresh nacho cheese sauce, 6/#10 cans, #0217487 or approved equal	Cs.	75			
124	Sweet Baby Rays BBQ sauce, 4/1gal, #3369338 or approved equal	Cs.	15			
125	Sysco imp pan coating spray, 6/14oz, #4003232 or approved equal	Cs.	10			
126	Knorr soup base, caldo de pollo bullion, 4/7.9lb, #6179055 or approved equal	Cs.	15			
127	BakersClassic light brown sugar, 1/25lb, #1854694 or approved equal	Cs.	3			

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128	Granulated cane sugar, extra fine, 1/25lb, Sysco Cls #5087572 or approved equal	Cs.	9			
129	Olive/Canola Oil 90/10, 6/1gal, Arezzio #5655618 or approved equal	Cs.	10			
130	Americana light ranch dressing, IW, 200/12gr, #2348003 or approved equal	Cs.	100			
131	Sysco Cls Ketchup PKT, IW, 1000/9gm, #4029500 or approved equal	Cs.	40			
132	Lemon juice packet, 500/4gm, House recipe #4460804 or approved equal	Cs.	40			
133	Tajin low sodium IW packet, single serve, or approved equal	ea	40,000serv			
134	Tajin, low sodium, bulk, or approved equal	ea	40,000serv			
135	Mayonnaise pkt., IW, 500/9gm, Sysco Rel #50202346 or approved equal	Cs.	10			
136	Mustard pkt, IW, 1000/4gm, Sysco Rel #5912837 or approved equal	Cs.	5			
137	BBQ sauce pkt, IW, 200/12gm, Americana #7748718 or approved equal	Cs.	40			
138	Casa Sol, IW, Salsa pkt, or approved equal	servings	10000			
139	Tapitio pkt, IW, or approved equal	servings	25000			
140	Iodized salt, granulated, 1/25lb, Sysco Cls#4540373 or approved equal	Cs.	3			
141	Celery Salt, 6/30oz, IMP/MCC#5228465 or approved equal	Cs.	1			
142	Ground Cinnamon, 6/15oz, IMP/MCC#5228606 or approved equal	Cs.	1			
143	Ground dry mustard, 6/1lb, IMP/MCC#5229026 or approved equal	Cs.	1			
144	Onion powder, 6/20oz, IMP/MCC#5229125 or approved equal	Cs.	1			
145	Ground oregano, 6/13oz, IMP/MCC#5229158 or approved equal	Cs.	2			
146	Ground Cumin, 6/14oz, Sysco Cls#5239553 or approved equal	Cs.	2			
147	Ground Cumin, 3/4.5lb, Sysco Cls#5239561 or approved equal	Cs.	2			
148	Oregano leaf, 3/1.5lb, IMP/MCC#5264320 or approved equal	Cs.	2			
149	Granulated garlic, 1/30lb, Arezzio #8010472 or approved equal	Cs.	3			
150	Crushed red pepper, 6/13oz, IMP/MCC#9806423 or approved equal	Cs.	1			
151	White distilled viegar, 4/1gal, Sysco Cls#4113049 or approved equal	Cs.	15			
152	Honey roasted sunflower seeds, 1 MMA ea, IW, 150/1oz, Dakgour#5970569 or approved equal	Cs.	50			
153	Lime Jello, bulk, just add water, or approved equal	ea	3000 serv			
154	Bottled Water, 35/16.9oz, Niagra#3239521 or approved equal	Cs.	160			

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155	Lemon Juice, bulk, 4/1gal, Packer#5016902 or approved equal	Cs.	2			
156	Ketchup, bulk, low sodium, 6#10 cans	Cs.	10			
157	Mayonnaise, bulk, 4/1gal	Cs.	5			
158	Light ranch dressing, 4/1gal	Cs.	5			
159	Franks Hot Sauce, bulk, 4/1gal, or approved equal	Cs.	15			
160	Dried cilantro, aprox. 14oz cont.	Cs.	50			
161	All purpose flour, 1/50lb, Sysco CIs #8378111 or approved equal	Cs.	5			
162	All purpose flour, 1/25lb, Sysco CIs#8379251	Cs.	1			
163	Ruffles, Sour cream and cheddar, 64/1.12oz, or approved equal	Cs.	40			
164	Munchies -104/.875oz UPC #36308 or approved equal	Cs.	100			
165	Nacho Cheese Doritos - 72/1oz 1.5 OEG UPC #31748 or approved equal	Cs.	60			
166	Cool Ranch Doritos - 72/1 oz 1.5 OEG UPC#36096 or approved equal	Cs.	60			
167	Doritos Flamas - 72/1oz 1.5OEG UPC#62829 or approved equal	Cs.	100			
168	Crunchy Flamin Hot Cheetos - 104/.875oz 1.25 OEG UPC #62984	Cs.	100			
169	Funions 104/.75 oz 1 OEG UPC # 66689 or approved equal	Cs.	130			
170	Quaker Chocolate Chip Granola Bar 125/1.41oz 1OEG UPC#56587 or approved equal	Cs.	40			
171	IZZE Sparkling juice/water, Pomegranate, 24/8.4oz UPC#1508 or approved equal	Cs.	40			
172	IZZE Sparkling juice/water, Apple, 24/8.4oz UPC#01507 or approved equal	Cs.	40			
173	Butter, 30 lb, 1 lb blocks	Cs.	12			
174	0% transfat margarine, 1/30#, 1lb blocks	Cs.	6			
175	Arezzio mozzarella string cheese, 1 oz, 1MMA, IW, 168 ct. cs. #0353237 or approved equal	Cs.	150			
176	Casa Sol shredded monterrey jack cheese, 4/5lb., #2826509 or approved equal	Cs.	18			
177	Block & Barrel Sliced american cheese, 4/5lb, #6697890 or approved equal	Cs.	25			
178	Casa Sol shredded yellow cheddar, 4/5lb. Or approved equal	Cs.	30			
179	WhiFarm sour cream, 2/5lb, #0284861 or approved equal	Cs.	75			
180	Yoplait yogurt rasberry trix, 4oz, 1 MMA, #5076627 or approved equal	Cs.	50			
181	CoolDaz vanilla ice cream sandwich, 4/2dz, #7010652 or approved equal	Cs.	25			

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182	Eggs, frozen, pasturized, 4S servings per 5lb, 4/5lb cs	Cs.	30			
183	WG Cheddar goldfish, IW 1oz eq, 300 cs ct, Pepperidge Farms UPC# 0-14100-18105-7 or approved equal.	Cs.				
184	Funyuns, Onion flavored rings, 1 oz eq WG, 104 ct cs, case upc# 000-29400-66689-3 or approved equal.	Cs.				
185	Raisin, dried lemon raisel 1.5oz, 200 ct cs, code # 2086029 or approved equal. Commercial pricing	Cs.	50			
186	Raisin, dried splash raisel 1.5oz, 200ct cs, code # 4064826 or approved equal. Commercial ricing	Cs.	50			
187	Raisin, seedless, dark, 144/1.5, Sysco Imp #3386581 or approved equal	Cs.	80			
188	Ready to eat leaf lettuce, hamburger size	Cs.	36			
189	Fresh, ready to eat, broccoli florets	bag	75			
190	10# grape tomatoes	Cs.	36			
191	Iceburger salad mix, 4/5lb, ready to eat	Cs.	110			
192	Romaine blend salad mix, 20 lb cs, ready to eat	Cs.	110			
193	20 lb, bulk cucumber	Cs.	60			
194	5#, diced, ready to eat yellow onion	bag	50			
195	2.5 lb, ready to eat, baagged, fresh cilantro	bag	75			
196	3 oz jar, dried cilantro,	jar	50			
197	32 oz, minced, fresh garlic jar	jar	100			
198	5lb, sliced, ready to eat tomatoes	cryo	10			
199	4", ready to eat jicama sticks	bag	50			
200	1/2c size, fresh nectarines	Cs.	50			
201	1/4c to 1/2c size fresh tangerines	Cs.	50			
202	1/2c size, fresh red delicious apples	Cs.	100			
203	1/2c size, fresh granny smith apples	Cs.	50			
204	1/2c size, fresh gala apples	Cs.	50			
205	1/2c, IW, fresh green or red appple slices	Cs.	25			
206	1/2c size, fresh, green to yellow bananas	Cs.	75			
207	1/4c - 1/2c size, fresh plums	Cs.	50			
208	1/4c-1/2c size, fresh kiwi	Cs.	50			

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209	Ready to eat shredded lettuce, fresh, 4/5lb	Cs.	35			
210	Ready to eat 3 bean salad, 4/1gal	Cs.	35			
211	Sliced jalapen rings, 6/#10 cans	Cs.	30			
212	Yang's 5th Taste, heat and serve, chow mein, or approved equal	Cs.	40			
213	Light weight, brown, hairnet, nylon, 10/144ct, Sysco Cls #2099341 or approved equal	Cs.	15			
214	Gloves, laytex free, nitrile, size med, 10/100 ct, #2306753 or approved equal	Cs.	20			
215	Gloves, laytex, Size med, 10/100ct, Sysco Cls #5478477 or approved equal	Cs.	20			
216	Gloves, laytex free, nitrile, size large, 10/100 ct or approved equal	Cs.	10			
217	Gloves, laytex, Size large, 10/100ct, Sysco Cls #5478477 or approved equal	Cs.	10			
218	Med. Poly gloves, 1/100ct, #GDPE-MD or approved equal	Cs.	25			
219	High density sandwich bags, 1/2000ct, 6.5in X 7in, Sysco#4022307 or approved equal	Cs.	6			
220	Low density, reclosable, gallon size bag, 1/250ct, Sysco#7863634 or approved equal	Cs.	10			
221	#6 brown paper bag, 1/500ct, Sysco#1594060 or approved equal	Cs.	10			
222	Bag, poly liner, insert, 250/34X25, Hangard#5397310 or approved equal	Cs.	5			
223	Grease proof paper hot dog bag, 2/1000ct, Mcnairn#5887827 or approved equal	Cs.	5			
224	Grease resistant paper sandwich bag, 2000/#19, Mcnairn#94279007 or approved equal	Cs.	5			
225	Foam squat container, 12oz, round, 500/12doz, Sysco Rel#3291218 or approved equal	Cs.	10			
226	Foam squat container, 8oz, 20/50ct, Sysco #3291143 or approved equal	Cs.	25			
227	Natural Interfold napkin, 6.5in X 9in, 24/250ct, #4528461 or approved equal	Cs.	50			
228	Med. Weight, med. Length, 1000ct, white, plastic sporks	Cs.	120			
229	Spork, napkin, straw, cutlery kit, 1000ct, packer#1933148 or approved equal	Cs.	10			
230	16x24 pan liner, 1/1000 ct, Sysco#6787774 or approved equal	Cs.	7			
231	Almn foil, heavy weight, 500ft, 1/18" with cutter, Sysco Cls#6937767 or approved equal	Cs.	8			
232	Disposable, poly aprons, aprox 500ct	Cs.	3			
233	1.6 mil, black, trash liner, 40x60, 100/40-45g, Sysco Cls #5482575 or approved equal	Cs.	144			
234	Green scour pad, 6x9 antimicro, 1/20ct, Sysco#1376805 or approved equal	Cs.	5			
235	Tray, foam, 5compartment, white 8x10, 4/125ct, Sysco Cls#0430294 or approved equal	Cs.	300			

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236	Liquid bleach, 6/128oz, Sysco Cls#04030294 or approved equal	Cs.	2			
237	Chlorine test strip, 1/100ct, EcoLab #4592689 or approved equal	Cs.	4			
238	Machine, liquid disp, sanitizer, 1/2.5gal, Keystone#7640010 or approved equal	Cs.	8			
239	Sanitizer tablet, quat, 6/100ct, Steram#8826986 or approved equal	Cs.	6			
240	Dishwasher detergent, machine, liquid disp, 1/2.5gal, keystone#7670118 or approved equal	Cs.	8			
241	Rinse aid low temp, machine, liquid disp 1/2.5gal, Keystone#7681305 or approved equal	Cs.	8			
242	2000ft pvc film roll, 1/18" with cutter, Sysco Cls #0496034 or approved equal	Cs.	10			

CHATOM UNION SCHOOL DISTRICT
FOOD SERVICES
BUY AMERICAN PROCEDURE & REQUIREMENTS

The Food Services Department is responsible for the procurement of goods and services including food products to provide healthy and nutritious meals to over 600 students.

Food Services Staff including the Food Services Director, Nutritionist, and Buyer are required to adhere to The Buy American Provision: Section 1.04(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998.

Each formal and informal solicitation for food products are required to include the following Buy American Provision language. In addition, Food Service staff will adhere to the guidelines listed below during the duration of the established vendor contract.

THE BUY AMERICAN PROVISION (Required in all formal and informal solicitations)

As a sponsor of the School Nutrition Programs, the District will consider only applicable products which comply with the requirements of the "Buy American" Act.

The Buy American Provision: Section 1.04(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires that schools and institutions participating in the School Nutrition Programs in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for the use in meals served under the programs.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requires school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA 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 as provided in 7 CFR Part 210.21(d).

"Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

It is the District's intent to strictly adhere to this policy.

Any Bidder intending to provide products produced or grown in a foreign country must include such information on their bid submission. Failure to include such information the bid submission may result in product rejection at the vendor's expense.

Chatom Union School District encourages products specification submitted for bid to be only 100% domestically grown and processed products.

Chatom Union School District will monitor contractor performance as required in 2 CFR Part 200.318(b), formerly in 7 CFR Part 3016.36(b)(2), to ensure that contractor(s) perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. This will be accomplished by ensuring the product label designates the United States, or its territories, as the country of origin.

The District requires contractor(s) to provide country of origin on all products and invoices submitted for payment.

Contractor(s) are required to list the country of origin for products in all bid documentation submitted along with receipts and invoices.

The District may impose penalties, including contract termination, if contractor(s)

Are not able to comply with the Buy American provision.

Exceptions to the Buy American Provision should be used as a last resort; however,

An alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to the Food Service Director a minimum of 10 days in advance of delivery.

The request must include the:

a.) Alternative substitute (s) that are domestic and meet the required specifications:

1. Price of the domestic food alternative substitute; and
2. Availability of the domestic alternative substitute in relation to the quantity ordered.

b.) Reason for exception: limited/lack of availability or price (include price):

1. Price of the domestic food product; and
2. Price of the non-domestic product that meets the required specification of the domestic product.

The contractor(s) are required to examine product packaging as the Nutrition Labeling and Education Act of 1990 mandates that the country of origin for both domestic and imported food products be identified on the product labels to ensure compliance with the Buy American Provision.

The District requires that suppliers certify the percentage of U.S. content in products supplied to us on the Bid Pricing Sheet.

If you are unable or unwilling to make such certification, we will not purchase from you.