

**SAN ANGELO INDEPENDENT SCHOOL DISTRICT**  
**Child Nutrition Department**  
**Kim Carter, Director**  
**305 Baker, San Angelo, Texas 76903-7030**  
**Phone (325) 659-3615 Fax (325) 658-4353**

**Dairy Products Competitive Sealed Proposal #18-1**

March 28, 2017

Dear Bidder:

The San Angelo Independent School District will receive sealed proposals on Dairy Products for the 2017-18 school year. The first day of school will be Monday, August 17, 2017.

All awards may be renewed for up to three additional twelve (12) month periods by written agreement between the District and the bidder.

All proposals will be received until 10:00 a.m., Friday, April 25, 2017. Any proposal received after that time and date will be returned unopened and not considered. Bidders are invited to be present at the bid opening. Please mail or deliver all bids to:

**Child Nutrition Department**  
**Attn: Jason A. Henry, Assistant Director**  
**San Angelo Independent School District**  
**305 Baker**  
**San Angelo, Texas 76903-7030**

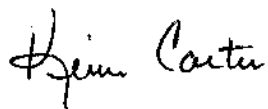
Please mark your envelope as follows: **SEALED PROPOSAL - DAIRY PRODUCTS, PROPOSAL #18-1, OPEN 10:00 A.M., April 25, 2017**. A label has been provided for your convenience on page 3. All bids must be submitted on the "Bid Sheet" provided.

The District reserves the right to reject any proposal and/or all proposals, to make awards as they may appear to be advantageous to the district and to waive all formalities in bidding.

Proposal received without proper signature will not be accepted.

Your proposal will be appreciated.

Sincerely,



Kim Carter  
Child Nutrition Director

Sincerely,



Jason Henry  
Child Nutrition Assistant Director

## Signature Page

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_ 1-800-\_\_\_\_\_

Fax \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

Bidder (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Bidder (Print Name) \_\_\_\_\_

Position with Company \_\_\_\_\_

E-mail Address of Bidder \_\_\_\_\_

Signature of Company

Official Authorizing this Bid \_\_\_\_\_

Company Official (Print Name) \_\_\_\_\_

Official Position \_\_\_\_\_

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

**THIS DOCUMENT MUST BE COMPLETED, SIGNED AND  
RETURNED IN SEALED PROPOSAL PACKAGE**



**\*\*\*\*\* IMPORTANT SUBMITTAL INFORMATION \*\*\*\*\***

Please duplicate the appropriate label and affix to the outside of your sealed bid envelope or sample case/envelope. Vendor's name and return address should be printed on the sealed bid envelope or sample case/envelope.

Do not include any samples in the sealed bid envelope.

**FOR SAMPLES**

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S**

San Angelo ISD Child Nutrition Department  
305 Baker Street  
San Angelo, TX 76903

**Attn: Jason Henry, Assistant Director**

Bid: Dairy Products CSP #18-1  
Samples Due: April 21, 2017

**\*Labels must accompany all samples.\***

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**FOR SEALED BIDS**

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San Angelo ISD Child Nutrition Department  
305 Baker Street  
San Angelo, TX 76903

**Attn: Jason Henry, Assistant Director**

Bid: Dairy Products CSP #18-1  
Bid Deadline: OPEN 10:00 AM, April 25, 2017

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**It is your responsibility to meet the submittal requirements.  
We recommend that you verify the label data with the  
title page; the latter prevails.**

**SAN ANGELO INDEPENDENT SCHOOL DISTRICT**  
**Child Nutrition Department**  
**Kim Carter, Director**  
**305 Baker, San Angelo, Texas 76903-7030**  
**Phone (325) 659-3615 Fax (325) 658-4353**

**DAIRY PRODUCTS**  
**CSP #18-1**

**Forms Checklist**

- Page 2 – Signature page
- Page 4 – Check List
- Page 10 & 16 – Vendor Acknowledgment Forms and Certifications
- Page 17 & 18 – Disclosure of Lobbying Activities – Signature box
- Page 19 – Conflict of Interest Questionnaire
- Page 20 – W-9
- Page 21 – Notarized Statement
- Page 22 – Bid Forms
- Page 23 – Delivery Schedule
- Nutritional Labels and Ingredient Labels attached for **ALL** products bid

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Company

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Signature

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Printed Name

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Date

**Mandatory Forms For Bid Acceptance**  
**Failure To Complete, Sign & Return Will**  
**Result In Rejection Of Bid**

## General Conditions for Dairy Products

1. **APPLICABILITY** – These conditions are applicable and form a part of the contract documents for each purchase order and a part of the terms of each purchase order for items included in the specifications and bid forms issued herein.
2. **PROPOSALS SHALL BE SUBMITTED ON THESE FORMS** -Failure to supply all required forms in this packet will prevent the proposal from being considered for award. Deviations to the General Conditions and/or Specifications shall be conspicuously noted in writing by the bidder and shall be included with the proposal.
3. **ALTERNATE BID** – If necessary, shall be written on a separate sheet and attached to the bid form provided. Each alternate must be clearly marked and variance from specifications noted.
4. **RIGHT TO REMEDY** – Failure to notify SAISD Child Nutrition Department of deviations in schedules or quantities will allow SAISD the option to purchase product from another source. If a company defaults on any item, the item will be awarded to the next lowest bidder meeting specifications. Any increases in prices that are incurred by SAISD to secure these products may be charged to the defaulting company that received the original bid award.
5. **VENDORS, WHO DO NOT BID**, are requested to notify the San Angelo Independent School District Child Nutrition Department in writing if they wish to receive future bids. Failure to do so may result in their being deleted from our vendor list.
6. **CONTRACTS** (except those of \$10,000 or less) awarded by School Food Authorities shall include a provision to the effect that the State agency or School Food Authority, the Department, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the program for the purpose of making audits, examination, excerpts, and transcriptions.
7. **TAX EXEMPT** – No charge will be allowed for Federal, State, or City taxes for which the Board of Education is exempt. The price bid shall be net and shall not include the amount of any such tax. Exemption certificate, if required, will be furnished on forms provided by the vendor.
8. **FAX BIDS** or EMAILED BIDS will not be accepted.
9. **FELONY CONVICTION NOTICE** must be completed and returned with this bid.
10. All Small Business and Minority Firms, Women’s Business Enterprises, and Labor Surplus Area firms are especially invited to submit Proposals.
11. **QUESTIONS** concerning this bid shall be addressed to Jason A. Henry, Child Nutrition Assistant Director, San Angelo Independent School District.

## Additional General Conditions for Dairy Products

12. **BID PERIOD** – This Proposal begins on August 1, 2017 and continues thru July 31, 2018.

All awards may be renewed for up to three additional twelve (12) month periods by written agreement between the District and the bidder.

Proposals received after the time and date specified, regardless of cause, will not be considered.

Such late bids will be returned to the bidder upon the submission of a written request.

PLEASE complete all blanks for each item number.

Proposals must be submitted in a sealed envelope, plainly marked with bidder's name, product bid, opening date and time. Bids received without proper signature will not be accepted.

The District reserves the right to waive formalities and irregularities and to accept or reject each item separate or as a whole.

13. **ESCALATION CLAUSE** – *If you are bidding with an escalation clause, please attach a letter and example explaining the method in which your escalation clause is calculated. This example shall include ALL calculations, with an example, used in establishing your prices and the market used to establish pricing. No bids will be accepted without this documentation.*

14. **PRICES** – shall be net, including transportation and delivery charges fully prepaid by the vendor, F.O.B. school site. All prices must be typed or written in ink. Proposals written in pencil will not be accepted.

15. **DELIVERY SCHEDULE AND ESTIMATED DELIVERY TIMES**– All schools will be delivered every other day with half of the schools on one day and the other on the next.

16. **EVALUATION OF BIDS** – It is not the policy of the San Angelo I.S.D. to purchase on the basis of low bids alone.

The Following criteria will be used to award the proposal based on the best value for the District

1. Purchase Price; 30 points
2. Reputation of the vendor & vendor's goods and services; 10 points
3. Quality of vendor's goods and services; 10 points
4. Extent to which the goods/services meet the District's specifications, nutritionals, and needs; 20 points
5. Vendor's past relationship with the District; 10 points
6. Long term cost to the district to acquire the goods; 10 points
7. Any other relevant factors listed in the request for proposal; 10 points

This bid will be awarded on an all or none basis.

17. **TIE BID** – In the case of a tie bid between a local company (in San Angelo) and an out-of-town company, the item will be awarded to the local company.

18. **EQUIPMENT** –

- a. Milk coolers shall be furnished at no cost by the successful bidder. Quantity of equipment will be based on site storage requirements for milk products and deliveries.
- b. A list showing school location of the company-owned coolers shall be provided to the Food Service Department.
- c. Listed below are Equipment estimates:
  - i. 4 case Cooler – 4 each
  - ii. 8 case Cooler – 8 each
  - iii. 10 case Cooler – 43 each

19. **PACKAGE TYPE** – Pouches or cartons are acceptable packs for all half pint units

20. **ORDER AND DELIVERY CONDITIONS**

- a. Orders for the items included in this bid will be placed with your delivery personnel by our individual cafeteria managers. Orders will be based on usage.
- b. All half pint units shall be delivered in refrigerated trucks and placed inside on-line coolers, refrigerators or walk-in coolers at our cafeterias on a first in, first out basis. The schools will accept delivery between 6:30 a.m. and 10:30 am. Deliveries are to be made, when needed, Monday through Friday, holidays excluded.
- c. The supplier must deliver promptly on the following school day any products omitted on the regular delivery day or to replace unacceptable products including leakers.
- d. Milk for the opening day of school will be delivered to all schools during the dates of August 11, 2017, thru August 16, 2017. A detailed schedule will be given after this proposal is awarded.
- e. All half pint units delivered will be sealed, free of leaks, in clean cases, and will be kept at a temperature below 40°F.
- f. Individual weekly statements for each location shall be sent. The statements shall reflect items delivered in that calendar week. Please send to:

San Angelo Independent School District  
Child Nutrition Department  
305 Baker  
San Angelo, Texas 76903

21. **SPECIFICATIONS** – All milk shall be U.S. Grade A fresh, approved, pasteurized, homogenized and fortified with 400 IU of Vitamin D per quart within the limits of good manufacturing practices as prescribed by Code of Federal Regulations, Title 21 for standards of identity for milk products. All low fat milk shall also be fortified with 2000 IU of Vitamin A.

The milk fat percentages specified shall be in accordance with the Texas Department of Health Milk Information Release 78-2a from the Division of Milk and Dairy Products.

All products shall be marked with the date of expiration. All milk shall have a minimum of five (5) days shelf life remaining at the time of delivery.

22. **NUTRITIONAL LABELS AND INGREDIENT LABELS** must be attached for all products submitted on this bid.

23. **SUPPLIERS** are expected to carry sufficient inventories to cover the needs of the District. Unopened product is to be credited by the vendor after any school holiday period if it no longer has an acceptable code date. Unopened product must be collected and credited prior to Christmas and summer vacation. Credit for such milk shall be designated on a separate Credit Invoice.

24. **IF A SCHOOL** must serve lunches or breakfasts without milk through the fault of the company awarded the bid, that company must provide the reimbursement for those meals at the current USDA or DHS reimbursement rate.

25. **THE SUCCESSFUL BIDDER** will furnish code information and a list showing delivery routes, days and route men's names. The agreed upon written procedures for placing and changing orders, replacement of bad products, and hot shot service will be required.

26. **NONPERFORMANCE OF CONTRACT** – The District reserves the right to cancel the entire contract with a ten (10) day notice in the event:
- any item is not delivered according to the specifications and/or bid price
  - delivery is not made within the specified time period.
  - product quality is not acceptable.

The Food Service Department reserves the right to submit random samples of products to an independent laboratory or Texas Department of Health, Division of Milk and Dairy Products to verify that our specifications have been met. The successful bidder must provide to the district on a monthly basis the results of tests on half pint milk products made by the Texas Department of Health or USDA.

27. **QUANTITIES REQUIRED** are substantially correct. The District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the bidder.
28. **QUALITY** of products will be tested for acceptability as per bid specifications. Selection will be based on testing. The decision of the Child Nutrition Department regarding the quality and acceptability will be final.

All products must be dated as to the date processed so it may be easily understood.

Out-dated items and items not meeting specifications will be refused and returned to the vendor at the vendor's expense.

29. **SAMPLES** shall be delivered or mailed by the bidder to the attention of the Jason A. Henry, Child Nutrition Assistant Director, 305 Baker, San Angelo, Texas 76903. A label has been provided for you on page 3 of this bid packet. Each sample shall be clearly tagged to show the bidder's name, address, bid title, and bid item for which the sample is proposed. The bidder shall send 10 of each flavor. Samples are to be sent at NO CHARGE.

All samples must include Nutritional Labels and Ingredient Labels. Samples will not be considered without these documents. Samples must be received by April 21, 2014.

30. **TESTING** – All products will be tested upon delivery for wholesomeness, quality, grade, texture, appearance, and flavor. The vendor will be notified by the Food Service Department if any portion of the specified shipment does not meet specification for quality and/or wholesomeness.

It will then be the responsibility of the vendor to pick up the entire shipment. The San Angelo I.S.D. reserves the right to purchase the specified product elsewhere and charge the increase in price, and cost of handling, if any, to the contractor.

31. **CONTRACTS FOR PURCHASE** will be put into effect by a purchase order(s) executed by the Child Nutrition Director after bids have been awarded. This bid will be submitted to the School Board on May 16, 2017. Purchase Orders will be mailed thereafter.

32. **BUY AMERICAN PROVISION** – Schools participating in the NSLP and SBP are required by law to use nonprofit SNP funds, to the maximum extent practicable, to buy domestic commodities or products for meals served under the NSLP and SBP. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. *substantially* using agricultural commodities that are produced in the U.S. The term “substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Therefore, when nonprofit SNP funds are used to acquire foods, schools and institutions must ensure that the items are in compliance with this requirement. Additional requirements for preference for agricultural products from Texas are



applicable to the use of nonprofit school Child Nutrition funds, in accordance with Section 44.042, Texas Education Code.

**33. EQUAL EMPLOYMENT OPPORTUNITY:**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

## VENDOR ACKNOWLEDGMENT FORM

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### BIDDER PREFERENCE CERTIFICATION

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Please answer the following questions and return them with this Bid:

Is your principal place of business in Texas? (Circle One)    Yes    No

If no, in which state is your principal place of business?

If your principal place of business is not Texas, does your state favor resident Bidders in your state by some dollar increment or percentage? (Circle one)    Yes    No

If yes, what is that dollar increment or percentage?

For information regarding this series of questions, see Article 601g of the Texas Civil Statutes.

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### FELONY CONVICTION NOTIFICATION

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State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notices as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

#### This Notice Is Not Required of a Publicly-Held Corporation

Check One:

- My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned nor operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

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### CERTIFICATION REGARDING TEXAS FAMILY CODE

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As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73<sup>rd</sup> Legislature, R.S. (1993), all bidders must complete and submit with the bid the following required affidavit:

I, the undersigned authorized bidder, do hereby acknowledge that *NO* sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of an other business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this code, a sole proprietorship, partnership, corporation, or other entity in which a sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is *NOT* eligible to bid or receive a state contract.

I, the undersigned agent for the firm named below, certify that the information concerning notifications and certifications listed above has been reviewed by me and the information furnished is true to the best of my knowledge.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## VENDOR ACKNOWLEDGMENT FORM

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### APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS

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Submissions of the 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 the \$100,000 for each such failure.

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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### COMPLIANCE CERTIFICATION TO EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS

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I, the vendor, am in compliance with all applicable standards, orders or regulation issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 12 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

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Name/Address of Organization

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Name/Title of Submitting Official

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Signature

Date

## Vendor Certifications

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**Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 31463148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule above, when federal funds are expended by SAISD during the term of an award for all contracts and sub grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the Federal Rule above, when federal funds are expended by San Angelo ISD, the vendor certifies that during the term of an award for all contracts by San Angelo ISD, resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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**Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, when federal funds are expended by San Angelo ISD, the vendor certifies that during the term of an award for all contracts by San Angelo ISD, resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in the Federal Rule above.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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## Vendor Certifications

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**Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding Agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the Federal Rule above, when federal funds are expended by San Angelo ISD, the vendor certifies that during the term of an award for all contracts by San Angelo ISD, resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in the Federal Rule above.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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**Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, when federal funds are expended by San Angelo ISD, the vendor certifies that during the term of an award for all contracts by San Angelo ISD, resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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**EMPLOYMENT VERIFICATION (FAR 22.18)** As applicable, and as a condition for the award of any Federal contract at \$150,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –**

**(2 CFR § 200.333)** When federal funds are expended by San Angelo ISD, for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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## Vendor Certifications

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**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – All Contractors that apply or bid for an award exceeding \$100,000 must file the required Lobbying Certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by San Angelo ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by San Angelo ISD, resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions: <https://www.whitehouse.gov/sites/default/files/omb/grants/sflllin.pdf>,
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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### **CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS**

#### **APPLICABLE TO GRANTS, SUB GRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS**

**IN EXCESS OF \$100,000 OF FEDERAL FUNDS** When federal funds are expended by San Angelo ISD, for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT** When federal funds are expended by San Angelo ISD, for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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## Vendor Certifications

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS** Vendor certifies that vendor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION** Proposing companies that have been certified as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. **Please attach a copy of HUB certification**

\_\_\_\_\_ I certify that my company has been certified as a Historically Underutilized Business (HUB) in the following categories: (Please check all that apply)

\_\_\_\_\_ **Minority Owned Business**

\_\_\_\_\_ **Small Business**

\_\_\_\_\_ **Women Owned Business**

\_\_\_\_\_ My Company has **NOT** been certified as a Historically Underutilized Business (HUB).

Company Name \_\_\_\_\_

Signature of Authorized Company Official \_\_\_\_\_

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Texas Department of  
Agriculture

February 2017  
H2048

**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION FOR COVERED CONTRACTS**

Name of Business (Contractor)	Vendor ID No. or Social Security No.
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- (1) The prospective contractor certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name of  
Contractor Representative

\_\_\_\_\_  
Printed/Typed Title of  
Contractor Representative



## Procurement

### Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

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

1. Identify the type of covered Federal action for which lobbying activity is and / or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1<sup>st</sup> tier. Sub awards include but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Proposal (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 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 names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. 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 box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). 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 date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



**NOTARIZED STATEMENT VALIDATING PROPOSAL CONTENTS  
NON COLLUSION STATEMENT**

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*Vendor* shall not prepare this Proposal in collusion with any other *Vendors* and the contents of this Proposal as to prices, terms or conditions may not be communicated by this organization nor by an employee or agent of this organization to any other *Vendor* or to any other persons engaged in this type of business activity prior to the official Proposal due date. However, the authorized agent or officer signing this Proposal is not and has not been, for six months, directly or indirectly concerned in any agreement to control the conditions and/ or prices of services proposed, or has not influenced any person to propose or not purpose thereon.

I have read the complete Proposal for **Dairy Products CSP #18-1** and verify the accuracy of all information contained in the Proposal.

Authorized Vendor Officer

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Signature

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Typed name

---

Date

NOTARY PUBLIC

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Name

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Date

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

COMPANY \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED, SIGNED AND  
RETURNED IN SEALED PROPOSAL PACKAGE**

**SAN ANGELO INDEPENDENT SCHOOL DISTRICT**  
**Child Nutrition Department**  
**Kim Carter, Director**  
**305 Baker, San Angelo, Texas 76903-7030**  
**Phone (325) 659-3615 Fax (325) 658-4353**

**Dairy Products Competitive Sealed Proposal #18-1**

All milk and milk products must conform to State or Federal Specifications and be pasteurized and homogenized. Each product must conform to Food and Drug Administration (FDA) Standards of Identity.

Item Number	Estimated Quantity Units	Product	Cartons w/ Equipment Furnished	
			Each Price, Fixed	Each Price, With Escalator
1	264,000	Milk, 1% Low-fat, 1/2 pint, Grade "A" Case Pack _____		
2	1,734,000	Milk, Chocolate, Non Fat, 1/2 pint, Grade "A" Case Pack _____		
3	283,000	Milk, Strawberry, Non Fat, 1/2 pint, Grade "A" Case Pack _____		
4		Milk, 1% Low-fat, Gallon, Grade "A"		
5		Milk, 1% Low-fat, 1/2 Gallon, Grade "A"		

<b>Bid Questionnaire</b>		
1. Will you be able to accommodate every other day delivery to all our schools?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Will you be able to make delivery corrections within 24 hours?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. Are you bidding with an Escalation? If yes, please submit your actual escalator clause including ALL calculations used in establishing your prices and the market used to establish pricing. <u>No bids will be accepted without this documentation.</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4. If bidding with an escalation, will your bid price stay firm through August Deliveries?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**\*\*\* Samples are due by April 21, 2014. \*\*\***

Company Representative \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND RETURNED IN SEALED PROPOSAL PACKAGE**

## Delivery Schedule

Milk Delivery Schedule			School Year Delivery Information			
Day	Date	Route	Route A Day			Estimated Delivery Time
			Delivery Order	Campus Code Name		
Thursday	First Day of School, No Deliveries					
Friday	8/18/2017	A				
Monday	8/21/2017	B	1	123	Lamar	6:00 a.m.
Tuesday	8/22/2017	A	2	122	Bonham	6:20 a.m.
Wednesday	8/23/2017	B	3	105	Bowie	6:40 a.m.
Thursday	8/24/2017	A	4	042	Glenn	7:00 a.m.
Friday	8/25/2017	B	5	108	Crockett	7:20 a.m.
Monday	8/28/2017	A	6	120	Santa Rita	7:40 a.m.
Tuesday	8/29/2017	B	7	001	Central	8:00 a.m.
Wednesday	8/30/2017	A	8	102	Austin	8:20 a.m.
Thursday	8/31/2017	B	9	043	Lee	8:40 a.m.
Friday	9/1/2017	A	10	115	McGill	9:00 a.m.
Monday	9/4/2017	Holiday No Deliveries	11	101	Alta Loma	9:20 a.m.
Tuesday	9/5/2017	B	12	110	Fannin	9:40 a.m.
Wednesday	9/6/2017	A				
Thursday	9/7/2017	B	Route B Day			Estimated Delivery Time
			Delivery Order	Campus Code Name		
Friday	9/8/2017	A				
Monday	9/11/2017	B				
Tuesday	9/12/2017	A	1	113	Goliad	6:00 a.m.
Wednesday	9/13/2017	B	2	045	Lincoln	6:20 a.m.
Thursday	9/14/2017	A	3	002	Lake View	6:40 a.m.
Friday	9/15/2017	B	4	106	Bradford	7:00 a.m.
Monday	9/18/2017	A	5	114	Holiman	7:20 a.m.
Tuesday	9/19/2017	B	6	119	San Jacinto	7:40 a.m.
Wednesday	9/20/2017	A	7	103	Belaire	8:00 a.m.
Thursday	9/21/2017	B	8	112	Glenmore	8:20 a.m.
Friday	9/22/2017	A	9	111	Fort Concho	8:40 a.m.
Monday	9/25/2017	B	10	041	C F C	9:00 a.m.
Tuesday	9/26/2017	A	11	116	Reagan	9:20 a.m.
Wednesday	9/27/2017	B	12	038	Carver	9:40 a.m.
Thursday	9/28/2017	A				