



**Turlock Unified School District**



**Invitation For Bid**

**“IFB”**

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**Milk and Fresh Juice (2022/2)**

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Contact:

Jennifer Lew-Vang, RD  
Director of Child Nutrition  
1901 Auto Mall Drive  
Turlock, CA. 95380  
(209) 667-9048  
Jlewvang@turlock.k12.ca.us

## **Invitation For Bid**

### **“IFB”**

Turlock Unified School District  
Child Nutrition Department  
1901 Auto Mall Drive  
Turlock, CA. 95380  
(209) 667-9048

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Turlock Unified School District  
Child Nutrition Department  
1901 Auto Mall Drive  
Turlock, CA. 95380  
(209) 667-9048

### Bidders Registration Form

Turlock Unified School District Bids and Proposals are available online at the Child Nutrition website:

<http://cnd.turlock.k12.ca.us/>

Please email the following information to the Director of Child Nutrition so you may be added to our bidders list and be notified of any addenda to the solicitation.

[Jlewvang@turlock.k12.ca.us](mailto:Jlewvang@turlock.k12.ca.us)

Name:
Title:
Organization:
Street Address:
City:
State/Province:
Zip/Postal Code:
Work Phone:
Cell Phone:
Fax Phone:
Email:

**Turlock Unified School District**  
Child Nutrition Department  
1901 Auto Mall Drive  
Turlock, CA. 95380  
(209) 667-9048

**Notice to Bidders**

Notice is hereby given that the Turlock Unified School District "TUSD" will receive sealed bids for the following information: (Bids will be received and opened in the order listed below).

2nd      Milk and Fresh Juice                      2022/2

Sealed bids must be received and delivered prior to the date, time, and location listed below:

Bid Due Date:      Thursday, June 2, 2022  
Bid Time:              2:00 pm PST  
Location:              TUSD Child Nutrition Department  
                                 1901 Auto Mall Drive  
                                 Turlock, CA. 95380

At said time, the bids will be opened and read aloud. Bids must be sealed and shall be properly labeled on the outside of the envelope with the following information:

Bid Number:

Bid Title:

Name of Bidder:

**Faxed bids will not be accepted**

Copies of the bid documents may be downloaded on our website <http://cnd.turlock.k12.ca.us/>

Refer questions to Jennifer Lew-Vang via email at (prior to May 28, 2022 at 2:00 pm PST)

- [Jlewang@turlock.k12.ca.us](mailto:Jlewang@turlock.k12.ca.us)

Only questions received by email will be responded to.

Bid Number: 2022/2  
Bid Title: Milk/Juice  
Bid Due Date: Thursday, June 2, 2022 @ 2:00 pm PST  
Contract Duration: July 1, 2022 through June 30, 2023

### **General Conditions, Instructions, and Specifications**

1. Please quote your current prices F.O.B. Turlock "TUSD" 1901 Auto Mall Drive prices quoted shall not include California sales or use tax.
2. Bids must be sealed and delivered to the Turlock Unified School District Child Nutrition Office; 1901 Auto Mall Drive, Turlock CA 95380 on or before the time and date specified in the Notice to Bidders. Bids will be opened and read aloud in the Child Nutrition Director's office. **NOTE: Facsimile (FAX) bids will not be accepted.**
3. A copy of the Invitation For Bid (IFB) form is enclosed. Each bid shall be submitted on the form furnished by the Turlock Unified School District. The bid, together with all documents required to be submitted therewith, shall be placed in a sealed envelope inscribed thereon "Sealed Bid". A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate" or of similar intent, will be considered as non-responsive.
4. All bids must bear the firm name and be signed by responsible officer or employee. Obligations assumed by such signature must be fulfilled. Please include the name and nature of your legal entity and any fictitious name(s) under which the bidder does business. A "Non-Collusion Declaration" must be completed and signed by the party making the bid. Also a "Suspension and Debarment Certification" must be completed and signed by the party making the bid.
5. Corrections may be made but must be initialed in ink by the person signing the bid form. No oral or telegraphic modification will be considered. Bids cannot be changed after they have been opened. Bids submitted may be withdrawn by telegraphic or written request; however, the request must be received prior to the designated time of the bid opening.
6. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
7. The Turlock Unified School District reserves the right to reject any or all of the items listed. Quality and adaptability to the purpose for which the materials and/or services are intended will be considered in making the award and the price quoted will not be the only determining factor. It is the intention of the Board of Education to award orders on the basis of quality, price and performance.
8. The successful bidder agrees to indemnify, defend and save harmless the Turlock Unified School District, its governing board, related divisions and entities, officers, agents and employees from and against any and all claims, demands, losses, defense costs or liability of any kind or nature which the District, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or sub-contractor's performance under the terms of the contract award, excepting only liability arising out of the sole negligence of the District.
9. The bid, its acceptance by said School District, and the issuance of a School District purchase order shall constitute the total contract by and between the said School District and successful bidder(s). There will be no understandings, agreements, representations express or implied, not specified in the purchase order. Any changes that may occur after the execution of the purchase order(s) must be in writing.

**General Conditions, Instructions, and Specifications (cont.)**

10. The Turlock Unified School District is exempt from all Federal Excise Taxes. Federal exemption certificates will be furnished when requested.
11. The contract shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the contract bond if any, and Turlock Unified School District.
12. Unless otherwise specified, the contract shall render invoices in triplicate and must include the firm name as shown on the contract, the District purchase order number, date, price, quantity and item(s). Failure to reflect the purchase order number will negate the invoice until the contractor provides a correct invoice. The invoice must include separately any taxes payable and certify that Federal Excise is not included in the prices listed thereon.
13. Manufacturer's name, brand name and numbers, when given in the Invitation for Bid are for reference. Unless otherwise stated, bids on equal items will be considered. However; any item bid must in all cases be equal in quality and utility and clearly described.
14. Brand, make and catalog number must be indicated for each item bid. State "as specified" or show alternate brand and number if applicable. Any alternate that does not meet specifications will not be accepted. Descriptive catalogs or brochures must be submitted on all alternates. It shall be the bidder's responsibility to prove to the satisfaction of the Turlock Unified School District that any alternates offered are equal to the specified materials. The Turlock Unified School District shall be the sole judges in determining whether the alternate material offered are equal to the specified material.
15. Samples shall be furnished free of cost to the District and when requested by the District, the samples shall be submitted to the Director of Child Nutrition; 1901 Auto Mall Drive, Turlock CA 95380. Samples must be plainly marked with name of bidder, bid number and date of bid. Samples of successful bidder(s) may be retained for comparison with delivered products. Other bidder(s) may pick up samples (if not destroyed by test) on notice from Director of Child Nutrition. Turlock Unified School District reserves the right to reject the bid of any bidder failing to submit samples as requested.
16. All material furnished shall be subject to inspection for compliance with specifications. Any material which does not meet specifications shall be returned at the bidder's expense. Any cost incurred for inspection shall be borne by the vendor if the item does not meet specifications.
17. The committed to delivery or completion date must be stated clearly on the bid form and will be an important factor in the evaluation of bid.
18. Prices are maximum for the period of agreement. A formal letter in writing must be submitted with a 30 day notice for any items which bidder may feel necessary to increase during the period of this agreement **with a letter from the manufacturer stating an increase in the product cost to you.** In the event of a price decline, or should the bidder at any time during the life of the agreement sell the same materials or services under similar conditions to the State of California or any county, municipality or legal district of the State of California at prices below those stated herein, such lower prices are to be immediately extended to the Turlock Unified School District.

**General Conditions, Instructions, and Specifications (cont.)**

19. Unless the bidder specified otherwise in his bid, or the Invitation for Bid gives notice of any all-or-none award, the School District may accept any item or group of items of any bid.
20. The District reserves the right to negotiate, to delete, or add additional items and/or delivery sites to the contract within the provisions of the Education Code of the State of California.
21. The District reserves the right to have a representative present at the Vendor's plant (or original manufacturing plant) at time of processing any item that was awarded. The successful bidder shall furnish and deliver the quantities designated by the district purchase order. All materials, supplies or services furnished under the purchase order shall be in accordance with the District specifications. **THE QUANTITY FIGURES SHOWN ARE BASED ON A BI-ANNUAL OR ANNUAL CONSUMPTION AND ARE APPROXIMAT ES ONLY.** The School District shall in no way be bound by them. Quantities will vary pending donations of U.S.D.A. and State Surplus Commodities. Materials or supplies which, in the opinion of the Director of Child Nutrition, are not in accordance and conformity with the specifications shall be rejected and promptly removed from the District premises at the supplier's expense; and immediately replaced by the supplier at his expense, with replacement materials/supplies conforming to the specifications.
  - a. Should the vendor fail, neglect, or refuse to do so, the School District shall there upon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such item and to deduct from any monies due or that may thereafter become due to the vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the School District. Cost of inspection or deliveries or offers for delivery which do not meet specifications, will be to the account of the vendor. The rights and remedies of the School District provided above shall be exclusive and are in addition to any other right and remedies provided by law or under the contract.
22. Delivery - Time and manner of delivery are essential functions in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs of freight and packing for delivery to locations in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents.
  - a. All items purchased for delivery by truck or freight lines shall be palletized. The preferred pallet size for FROZEN product should be 48" long by 40" wide by 48" high. All shipments shall be accompanied by a packing slip, and the District purchase order number shall appear on all cases and packages. All food orders must be completely filled at the time of delivery. All delivery schedules will be handled through the Child Nutrition Office by appointment by calling (209) 667-9048.
  - b. NOTE: If the item or quantity cannot be delivered, the Director of Child Nutrition or designee must be notified immediately. **NO SUBSTITUTIONS OR BACK ORDERS.**
  - c. All deliveries shall be by appointment and will be made from **6:00 am to 12:00 pm.**
23. Bids are subject to acceptance at any time within sixty (60) days after opening.

**General Conditions, Instructions, and Specifications (cont.)**

24. Terms shown on the Invitation for Bid form will not be considered in making the award if the terms offered are less than thirty (30) days.
25. The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District's Director of Purchasing and/or the Director of Child Nutrition. A continuous performance bond in the amount of 100% of the total amount award executed by a surety satisfactory to the District and filed with the Director of Purchasing and/or Child Nutrition is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of purchase order award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid. Successful bidder(s) will be notified at the time of the award if a Bond is necessary. **NOT REQUIRED.**
26. All products offered shall be in conformance with the "Buy American Act".
27. The successful supplier(s) will be required to provide insurance coverage in accordance with Section II - Insurance Requirements for Contractors.
28. The United States Department of Agriculture shall henceforth be referred to as the U.S.D.A. The California State Department of Agriculture shall be henceforth referred to as the C.S.D.A.
  - a. Inspection Certificate: U.S.D.A./C.S.D.A certificates covering each of the items delivered must be presented with the shipment when requested.
  - b. Where an item notes that it will be accepted frozen, U.S.D.A. requires that it be fresh when they inspect it then frozen. U.S.D.A. will issue an official preliminary certificate, identified as such, to cover all factors and details of the chilled product prior to freezing. An official final certificate shall also be issued. Copies of the final certificate shall also be issued. Copies of the final certificates are to be made available upon demand by the District of the Contractor.
  - c. U.S.D.A. /C.S.D.A. Grade stamp must appear on all applicable items.
  - d. All materials shall be shipped in a chilled or frozen state as specified and required for the individual items. Chilled products must be in excellent condition at the time of delivery. Frozen products must be delivered in a solidly frozen state and show no evidence of defrosting, refreezing or freezer-burn contamination or mishandling.
  - e. Acceptance of material by the U.S.D.A. or C.S.D.A is conditional and should later testing show the material does not meet specifications, the material will be rejected, and must be replaced immediately. The expense of such tests shall be borne by the vendor in the event the product does not meet specifications.
29. This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement, Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
30. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law



**Turlock Unified School District**  
Child Nutrition Department  
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**General Conditions, Instructions, and Specifications (cont.)**

31. In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court with jurisdiction over Stanislaus County.
32. This Agreement may be terminated by either party upon giving of thirty (30) days written notice to the other with cause.

## **Insurance Requirements for Contractors**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractor's bid.

### **1. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- a. Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
- b. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1"any Auto" and endorsement CA 0025.
- c. Workers Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

### **2. Minimum Limits of Insurance**

Contract shall maintain limits no less than:

- a. Product Liability: \$2,000,000 minimum coverage per occurrence.
- b. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- c. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- d. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

### **3. Deductibles and Self Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the School District. At the option of the School District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the School District, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **Insurance Requirements for Contractors (cont.)**

#### **4. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

- a. **General Liability and Automobile Liability Coverages**
  - o The School District, its officials, employees and volunteers shall be covered as insured as to respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the School District, its officials, employees or volunteers.
  - o The Contractors' insurance coverage shall be primary insurance as respects to the School District, its officials, employees and volunteers. Any insurance or self-insurance maintained by the School District, its officials, employees or volunteers shall be excess of the Contractors' insurance and shall not contribute with it.
  - o Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the School District, its officials, employees or volunteers.
  - o Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. **Workers' Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the school District, its officials, employees and volunteers for losses arising from work performed by the Contractor for the School District.
- c. **All Coverages**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the School District.

#### **5. Acceptability of Insurers:**

Insurance is to be placed with insurers with a Bests' rating of not less than A: XIII.

**Insurance Requirements for Contractors (cont.)**

**6. Verification of Coverage:**

Contractor shall furnish the School District with certificate of insurance and additional insured endorsement affecting coverage as required by this clause. The certificate and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate and additional insured endorsement are to be on forms provided by the Insurer and are to be received and approved by the School District before work commences. The School District reserves the right to require complete, certified copies of all required insurance policies, at any time.

**7. Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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**Bid Instructions**

1. The specifications attached to these instructions to bidders establish a standard of quality desired by the District. Any bidder may submit his quotation on any article which substantially compiles with these specifications as to quality and workmanship. The District reserves the right to make its selections of materials purchased, based on its best judgment as to which articles substantially comply with the District requirements.
2. All bids shall be submitted in a sealed envelope and delivered to the Turlock Unified School District, Child Nutrition Department Office. Bids will be opened and read aloud at the time and date specified. **NO FAXED BIDS WILL BE ACCEPTED.**
3. The bidder shall not assign or transfer any or all of its rights, burdens, duties or obligations without written consent by the District.
4. All prices shall be typed or written in ink. Taxes shall not be included in the unit price. Bids cannot be withdrawn or corrected after the bids are opened by the District. The District will not be responsible for errors or omissions on the part of the bidders in making up their bids.
5. The bidder agrees to deliver prepaid, by the date specified on the bid form, all items on which bids are accepted, to the address which will be indicated on any purchase order generated as a result of this bidding action. **All costs of delivery, freight or packing are to be borne by the bidder.** The District will consider delivery complete only when all items which are considered a part of any unit of material are delivered in full. The District reserves the right to cancel orders not received by the guaranteed delivery date given on the bid form.
6. Quote on each item separately. Prices must be stated in units specified hereon. The District may award a contract on any individual item or combination of items, whichever is in the best interest of the District.
7. Bidder shall state the brand name and part number.
8. The successful bidder(s) shall be furnished a purchase order and contract with the Turlock Unified School District's billing instructions.
9. The successful bidder(s) shall furnish and deliver the quantities designated by the District Purchase order.
10. Packing slips clearly identifying the merchandise, listing the District Purchase order number must accompany every delivery.
11. The vendor shall hold the District, et al, harmless from any liability of any nature or kind for any article or appliance furnished or used under this bid.
12. The contract(s) will be awarded to the lowest responsible bidder(s) in accordance with these bid instructions and the conditions for the materials and/or supplies specified on the related bid forms providing there has been no issues in past year(s) regarding quality of product and service, price or performance. The Board of Trustees reserves the right to reject any or all bids received, and to make the award which is in the best interest of the Turlock Unified School District.

The Turlock Unified School District reserves the right to be sole judge of the merit and suitability of items bid.

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**Sample of Product Data Form**

To be completed by Vendor: **(One product per form or provide product specification sheet)**

Product Name:	Company:
Code Number:	Address:
Brought by:	Address:
Date:	Phone Number:

**Product Description (Attach Specifications Sheet):**

Size of Serving/Item:	Size of Case:	
Weight of Serving/Item:	Cost Per Serving:	
Serving per Case:		
Companies currently Stocking the Product:		
Is product a special-order Item:	Yes	No
If so, What is the lead time required:		

**Nutritional Analysis (Attach Documentation)**

Is this product included in the national Nutrient Database for Child Nutrition Program? Yes    No  
 If not, nutrition information obtained from (circle one):

Lab Analysis                     
  Computer Analysis                     
  Other

The Following nutrition information is for \_\_\_\_\_ (portion size, including weight) on basis of (check one) \_\_\_\_\_  
 \_\_\_\_\_ “as purchased” “as served”

Calories:	Fat:	Vitamin A:	Iron:
Protein:	Sat Fat:	Vitamin C:	Sodium:
Carbs:	Cholesterol	Trans Fat:	Calcium:
Fiber:	Water:		

Moisture Change (+/-) \_\_\_\_\_ % (of product weight lost or gained during preparation)

Fat Changer (+/-) \_\_\_\_\_ % (of product weight lost or gained during preparation)

Information for additional nutrients not listed above: \_\_\_\_\_

Preparation instructions (include all details): \_\_\_\_\_

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**Invitation For Bid Signature Page**

Delivery: Guaranteed completion will be in accordance with delivery schedules as established by the Turlock Unified School District's Director of Child Nutrition.

Contract Duration: The duration of this contractual period will be from **July 1, 2022 through June 30, 2023.**

The undersigned hereby purposes and agrees to deliver the goods or services in accordance with the terms, conditions, specifications, and prices set forth herein.

Name of Firm:

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Signature (Unsigned bids will be rejected):

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Type or Print Name and Title:

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Address:

---

Phone Number:

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Payment Term:

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**Non-Collusion Declaration**

Note: This document must be executed and submitted with the bid.

**Milk and Fresh Juice (2022/2)**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



**Suspension and Debarment Certification**

U.S. Department of Agriculture

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

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

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Name of School Food Authority

Agreement Number

Potential Vending or Existing Contractor (Lower Tier Participant):

---

Printed Name

Title

Signature

Date

### **Instructions for Certification**

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

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(209) 667-9048

**Piggyback Clause**

Turlock Unified School District hereby authorized other agencies (including public, private and charter school districts) to purchase food, equipment and/or services under Bid Number \_\_\_\_\_ and subsequent contract using the same terms and conditions, if it is determined to be in their best interest.

Should such a transaction occur, the vendor agrees to pay Turlock Unified School District a reasonable 2% administration fee as allowed and provided for in Public Contract Code 20118 and 20652.

Under the terms and conditions of this contract, the vendor may pass on the 2% and/or any other financial arrangements involving said transactions.

Acceptance or rejection of this clause will not affect the outcome of the Bid.

By signing below, Vendor agrees to allow other agencies (including public, private and charter school districts) to purchase food, equipment and/or services using the same terms and conditions of Bid Number \_\_\_\_\_ and subsequent contract.

\_\_\_\_\_  
Yes

\_\_\_\_\_  
No

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b></p> <p>a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance</p>	<p><b>2. Type of Federal Action:</b></p> <p>a. Bid/offer/application b. Initial award c. Post-award</p>	<p><b>3. Report Type:</b></p> <p>a. Initial filing b. Material change</p> <p><b>For Material Change Only:</b> Year _____ Quarter _____ Date of last report _____</p>
<p><b>4. Name and Address of reporting Entity:</b></p> <p>___ Prime                      ___ Subawardee Tier _____, if known:</p> <p align="center"><i>Congressional District, if known:</i></p>	<p><b>5. If reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b></p> <p align="center"><i>Congressional District, if known:</i></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p align="center"><i>CFDA Number, if applicable:</i></p>	
<p><b>2. Federal Action Number, if known:</b></p>	<p><b>3. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>4. A) Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i></p>	<p><b>B) Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI)</i></p>	
<p><b>5.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Prime Subawardee Federal Use Only: Date: Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____</p> <p>Date: _____</p>	
<p>Federal Use Only:</p>		<p align="right">Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>

Bid Number: 2022/2  
 Bid Title: Milk/Juice  
 Bid Due Date: Thursday, June 2, 2022 @ 2:00 pm PST  
 Contract Duration: July 1, 2022 through June 30, 2023

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a 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 subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, sub grants 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 organization all 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 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 5.
10. A) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
B) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

**Bid Specifications/Special Conditions/Scope of Work**

1. **ALL PRODUCTS OFFERED SHALL BE IN CONFORMANCE WITH THE BUY AMERICAN ACT**
2. **New State legislation requires districts to comply with nutrition standards. Specifically, schools receiving State meal reimbursement must insure that the following standards are met for foods served through the meal program.**
  - Do not contain artificial trans-fat. A food item contains artificial trans-fat if it contains vegetable shortening, margarine , or any kind of hydrogenated or partially hydrogenated vegetable oil, unless the manufacturer's documentation or the label requires on the food, purchased to applicable federal and state laws, lists the trans-fat content as less than 0.5 gram per serving.
  - Have not been deep fried, par fried, or flash fried in an unpermitted oil or fat as part of the manufacturing process. Prohibited oils and fats included, but are not limited to, palm, coconut, palm kernel, lard, or those typically solid at room temperature and known to negatively impact cardiovascular health. Permitted oils include, but are not limited to, canola, safflower, sunflower, corn, olive, soybean, peanut, or a blend of these oils, or those typically liquid at room temperature and known for their positive cardiovascular benefit.
3. The quantity figures shown are based on a contract duration and are **approximates only**. The School District shall in no way be bound by them. Quantities will vary pending donations of U.S.D.A. and State Surplus
4. Manufacture's specification sheets giving meat/meat alternate, grains/breads and fruit/vegetable contribution toward the child nutrition meal pattern must be submitted with bid where indicated. Failure to supply these sheets with the bid will negate the bid.
5. Vendors must deliver quantities to the following locations:

Child Nutrition Education Center	1901 Auto Mall Dr. Turlock, CA. 95380
Turlock High School	1600 E. Canal Ave. Turlock, CA. 95380
Pitman High School	2525 W. Christophersen Pkwy. Turlock, CA. 95382
Roselawn High School	350 N. Kilroy, Turlock, CA. 95380
eCademy Charter	1100 Cahill St. Turlock, CA. 95380
Turlock Junior High School	3951 N. Walnut Rd. Turlock, CA. 95382
Dutcher Middle School	1441 Colorado Ave. Turlock, CA. 95380
Brown Elementary School	1400 Georgetown Ave. Turlock, CA. 95382
Crowell Elementary School	118 North Ave. Turlock, CA. 95380
Cunningham Elementary School	324 W. Linwood Ave. Turlock, CA. 95380
Earl Elementary School	4091 N. Olive Ave. Turlock, CA. 95382
Julien Elementary School	1924 E. Canal Dr. Turlock, CA. 95380
Medeiros Elementary School	651 W. Springer Dr. Turlock, CA. 95382
Osborn Elementary School	201 N. Soderquist Rd. Turlock, CA. 95380
Walnut Elementary School	4219 N. Walnut Ave. Turlock, CA. 95382
Wakefield Elementary School	400 S. Ave. Turlock, CA. 95382
Keyes Elementary School	4400 Maud Ave. Keyes, CA. 95328
Hart-Ransom Union School District	3930 Shoemake Ave. Modesto, CA. 95358

**Turlock Unified District School**  
Child Nutrition Department  
Invitation For Bid Form

6. In accordance with Section 39644 of the Education Code of the State of California, the successful bidder shall be awarded a contract effective July 1, 2022 and run through June 30, 2023. The District may, according to the State of California Education Code, option to extend the contract beyond the original contract period in one (1) year increments for up to two (2) years for a total of three (3) years. The rates shall be subject to adjustment once each year commencing with the beginning of the second year in the contract period. The successful bidder must notify the District in writing of price changes sixty (60) days prior to the contract anniversary date. The District may require justification for price increase. The District reserves the right to reject said price changes and cancel the remaining balance of the contract if in the best interest of the District.
7. **NO SUBSTITUTIONS ONCE BID IS AWARDED UNLESS VENDOR HAS PRIOR APPROVAL FROM THE DIRECTOR OF CHILD NUTRITION.**
8. **ABSOLUTELY NO BACK ORDERS**
9. **Other special instructions specific to each individual Bid Number & Title:**
  - a. It is the intent of the district to award this bid, in total. However, the district reserves the right to exclude individual items from the award of bid.
  - b. The bid will be awarded to lowest qualified bidder based on price and service.
  - c. Seal of container shall not make it unduly difficult to open carton by small children nor produce noticeable leakage. Should a leakage occur, vendor will replace entire crate of milk upon being notified.
  - d. In the event deliveries are not made, which results in loss of reimbursement funds for the District's lunch program; upon satisfactory agreement between the awarded bidder and the District, the District will deduct the total lost reimbursement from the Supplier's current invoices.
  - e. Milk shall be delivered a minimum of 12 working days prior to the code date indicated on the carton. Bad tasting or sour smelling milk shall be replaced immediately upon notification
  - f. Milk will be delivered in a clean plastic carrying case
  - g. Milk shall be delivered unwrapped with no plastic.
  - h. Milk and all dairy products shall be delivered in a refrigerated truck in an approved sanitary manner. Milk shall be delivered between 35-40 degrees
  - i. Empty milk crates are to be picked up at the time of the next delivery
  - j. All out of date products are to be picked up and credit issued as needed
  - k. Milk will be stored in the school's milk coolers by the delivery person.
  - l. Delivery shall not be made so close to service time as to create concern by the school site and necessitate emergency deliveries by Child Nutrition Department.
  - m. Most sites will require 2 or 3 day per week deliveries, the successful bidder will need to accommodate the sites to provide sufficient product for meal service.
  - n. A duplicate of the signed invoice ticket shall be left at each location at the time of the delivery. An itemized monthly statement showing each delivery location must be sent to the Child Nutrition Department. Quantities, item descriptions, unit prices and extended amounts must be shown on each invoice; this shall apply to all credits. The person receiving shall sign invoices and credits.

Bid Number: 2022/2

Bid Title: Milk/Juice

Bid Due Date: Thursday, June 2, 2022 @ 2:00 pm PST

Contract Duration: July 1, 2022 through June 30, 2023

Turlock Unified School District

Child Nutrition Education Center

**Request for Bid Quotes**

Bid Group: Milk From: 7/1/2022 To: 6/30/2023  
 Opening On: 6/2/2022 02:00:00 PM

Note: If quoting an "equal," at the time the bid is submitted, you must provide samples with brand name, number of portions per box, weight per box, total weight of one portion and manufacturer's specification sheets giving the nutritional analysis.

Item Description	Delivery Notes	Quantity Notes	Price per Case
MILK, ALMOND VANILLA ORGANIC PACIFIC			\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> SYSCO	12/32 OZ	2102253	
<input type="checkbox"/>			

MILK, CHOC FAT FREE			\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> CRYSTAL DAIRY	50/8 OZ	50 ct	
<input type="checkbox"/>			

MILK, LACTAID NON-FAT W/CALCIUM HPT			\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> CRYSTAL DAIRY	20/8 oz	50232 20 ct	
<input type="checkbox"/> CRYSTAL DAIRY	12/8 oz	50232 12 ct	
<input type="checkbox"/>			

MILK, LOWFAT WHITE			\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> CRYSTAL DAIRY	50/8 OZ	50 ct	
<input type="checkbox"/>			

MILK, LOWFAT WHITE 1/2 gallon			\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>
<input type="checkbox"/> CRYSTAL DAIRY	9/64 OZ	9 ct	
<input type="checkbox"/>			

MILK, LOWFAT WHITE Quart			\$
<b>Choose 1 Brand</b>	<b>Case / Unit Description</b>	<b>Product Code</b>	<b>CN Label</b>



Item Description	Delivery Notes	Quantity Notes	Price per Case
<input type="checkbox"/> CRYSTAL DAIRY	16/32 OZ	16 ct	
<input type="checkbox"/>			

MILK, NON FAT WHITE (SKIM)			\$	
Choose 1	Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/>	CRYSTAL DAIRY	50/8 OZ	50 ct	
<input type="checkbox"/>				

MILK, NON FAT WHITE (SKIM) 1/2 gallon			\$	
Choose 1	Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/>	CRYSTAL DAIRY	9/64 OZ	9 ct	
<input type="checkbox"/>				

MILK, NON FAT WHITE (SKIM) Quart			\$	
Choose 1	Brand	Case / Unit Description	Product Code	CN Label
<input type="checkbox"/>	CRYSTAL DAIRY	16/32 OZ	16 ct	
<input type="checkbox"/>				

Name of Vendor:

Signature of Authorized Representative

\_\_\_\_\_

Name of Authorized Representative

Date