



NOTICE TO BIDDERS

Frozen, Refrigerated, Dry Non-Commodity Food Distribution

Request for Proposal-RFP CUSD 2024-2025

Calaveras Unified School District Food Service Department is requesting pricing for the 2024 - 2025 school year

Pricing can be submitted to the address or email below and **needs to be submitted by 3:00 pm May 31st, 2024**

The District will not be responsible for late deliveries by U.S. mail or any other means.

Submit RFP documents by e-mail, postal mail or Google Docs to
Judy Mossa, Food Service Supervisor
E-mail jmossa@calaveras.k12.ca.us
Postal Mail: P.O. Box 788, San Andreas, Ca
95249

Proposals will be received at the above stated time and place; however, no commitment will be made at that time until all proposals are evaluated for pricing, specifications and other pertinent information.

Calaveras Unified School District (herein referred to as the SFA) reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the SFA. Following the review and analysis of all responsive proposals, the SFA will make a **decision no later than June 6th, 2024**. **Notifications for accepted pricing will be sent via email on June 7th and accepted pricing will be posted online at calaverasusd.com website on June 9th.**

Dated: 4/10/2024

Published: 4/10/2024

Calaveras Unified School
District CUSD Food Service

REQUEST FOR PROPOSAL
Frozen, Refrigerated and Dry
Non-Commodity
Food Distribution
Cover Page



CONTACT INFORMATION

CUSD RFP #2025-01

By: Judy Mossa
Calaveras Unified School District
Food Service

ADDRESS ALL PROPOSALS TO:

Judy Mossa
Food Service Supervisor
Email: jmossa@calaveras.k12.ca.us
Postal Mail: P.O. Box 788
San Andreas, CA 95249
Phone: 209-754-2122

Request for Proposal Table of Contents

Introduction/Purpose of Solicitation	3
Basic Information about CUSD and the Food Service Department	3
Contract Terms	3
Delivery Requirements	3
Brand Name and Equivalent	3
Whole Grain	4
Trans Fat	4
Age and Condition of Items	4
Prices	4
Taxes	4
IRS Requirements	4
Protests	4
Invoices and Payments	4-5
Authorized Purchase Agents	5
Gratuities, Favors, and Gifts	5
Recall Plan	5
Safety Data Sheets and HAACP Plan	5
Buy American Provision	5-6
China Prohibition Certification	6
General Instructions for Respondents	7-8
Evaluation of Proposals	8
Attachments Checklist and List of Attachments	9
Signature Page (Attachment A)	10
Minimum Qualifications (Attachment B)	11
Respondent Questionnaire (Attachment C)	12
Respondent References (Attachment D)	13
Certification Regarding Lobbying (Attachment E)	14
Disclosure of Lobbying Activities & Instructions for Completion of SF-LL (Attachments F & G)	15-17
Debarment, Suspension, and Other Responsibilities Matters (Attachment H)	18
Non-Collusion Declaration (Attachment I)	19
Pricing List (Attachment J)	Separate Excel Spreadsheet

Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a Food/Supply Distributor (hereinafter referred to as the respondent).

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in the National School Lunch Program and School Breakfast Program to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program.

Basic Information about CUSD and the Food Service Department

Calaveras Unified Food Services Department strives to provide healthy and cost-efficient meals that meet or exceed the USDA standards. Calaveras Unified serves approximately 157,000 breakfast and 307,000 lunches per year with average enrollment of 2,700. Our regular school year operates mid-July to beginning of June.

Contract Term

Contract term is one (1) year, effective July 1, 2024 through June 30, 2025. Contract may be extended upon mutual consent of District and vendor for one (1) additional year, up to three (3) consecutive years in accordance with provisions contained in the Education Code, Sections 17596 (K-12). This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the vendor, in writing, thirty (30) days prior to the expiration of the contract, in accordance with provisions contained in the Education Code, Sections 17596 (K-12).

Delivery Requirements (4 Locations)

Calaveras High School, 350 High School Street, San Andreas, Ca 95249
 Toyon Middle School, 3412 Double Springs Road, Valley Springs, Ca 95252
 Valley Springs Elementary, 240 Pine Street, Valley Springs, Ca 95252
 Warehouse located at 501 Gold Strike Road, Bd. F, San Andreas, Ca 95249

One to Two Deliveries Weekly

Preferred Days: Monday-Thursday

Deliveries Accepted: 6:00 AM- 12:30 PM

- Please note that during breakfast and lunch times all sites - except the warehouse - will experience difficulty accepting deliveries as they are located on school campuses.
- No temporary substitution of products will be allowed without permission from the Supervisor of Food Services or Assistant to the Supervisor of Food Services.
- All products shall conform to provisions set forth in Federal, State, County, and City laws for their production, handling, processing, marketing, and labeling. In the event of off-flavor damage, or items found to be unsatisfactory for consumption, the Contractor shall replace items promptly or issue credit to the District at the Districts discretion.

Brand Name and Equivalent

Where a brand names are identified on the spreadsheet pricing request, such reference is not intended to be restrictive. Brand names listed are based on previous consumption, nutrition information and taste preference. If bidding on a product different from the brand listed the manufacturer code and case count must be listed. Nutrition information must also be furnished upon request.

Whole Grain

For grades K-12, at least 80 percent of all grains offered weekly in NSLP and SBP must be whole grain-rich. The remaining 20 percent or less of grains, if any, must be enriched. A whole grain-rich product contains 50 percent or more whole grains by weight, with any remaining grains being enriched.

Trans-Fat

Any item containing trans-fat will not be accepted.

Age and Condition of Items

Stock shall be fresh, sound, prepared in properly equipped plants under modern sanitary conditions in accordance with the best commercial practice, and free from decay, discoloration or foreign matter. Containers must be sound, clean, sturdy and sealed. Opened or damaged packages will not be accepted. Packages must have uniform identifying labels placed on the container. Brand, manufacturer code, and count must be clearly identified on master cases and boxes within master cases. All products must have a visible freshness date/code.

Prices

Quoted prices must include all delivery charges and surtaxes. No extra charges will be allowed. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid except by written approval and acceptance by the District and confirmed a minimum of 30 days in advance. If pricing changes, the vendor needs to give the District a thirty (30) day written notice.

Taxes

The District shall not be responsible for any taxes or surcharges of any kind with the exception of sales tax or use tax where applicable. Applicable taxes shall be added by the vendor to the invoices(s), and shall not be included in the bid.

IRS Requirements

The District shall view the legal position of the bidder as an "independent contractor" and that all persons employed to furnish services are employees of the bidder and not of the District. a) The District shall not be liable for any of the contractor's acts or omissions performed under the contract to which the bidder is party. b) The bidder will complete IRS form W-9 providing tax payer identification number and also indicate whether bidder is a corporation, sole-proprietor, partnership, individual, etc. This form must be on file with the District within sixty (60) days from the date of the contract start date.

Protests

If the bidder protests the award of a contract, he/she should contact the District by contacting Judy Mossa at jmossa@calaveras.k12.ca.us The District will respond within thirty (30) days.

Invoices and Payments

The vendor shall provide an itemized invoice upon the delivery and acceptance of items. The

SFA will pay the amount listed on the invoice total. The District shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due thirty (30) days from the date the items are received and accepted by the District, or thirty (30) days from the date a correct invoice is received in the above office, whichever is later.

Authorized Purchase Agents

The Supervisor of Food Services, Food Service Office Manager and delivery site Food Service Managers are the only authorized purchase agents for the District.

Gratuities, Favors, and Gifts

(Per Calaveras USD Regulation 3230) Federal Grant Funds No Governing Board member, district employee, or district representative shall participate in the selection, award, or administration of a contract supported by federal funds if he/she has a real or apparent conflict of interest, such as when he/she or a member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of them has a financial interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Recall Plan

To ensure the safety to our students, vendor must communicate all product recall information in a timely manner and plan pick up of recalled product and reimbursement if necessary. Provide information on your company's policy for handling recalled product.

Safety Data Sheets and HAACP Plan

Safety Data Sheet or HAACP plan must be provided upon request.

Buy American Provision – Code of Federal Regulations (7 CFR 210.21)

The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. "Domestic Commodity or Product" is defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic

commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

1. Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.
2. Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple or competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
3. ALL products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify the SFA when products are purchased as non-domestic.
4. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the SFA.
5. Any non-domestic product delivered to the SFA, without the prior, written approval of the Food Service Supervisor, will be rejected.

There are two exceptions to the Buy American Provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 7 days in advance of delivery.

The request must include the:

1. Alternative substitute (s) that are domestic and meet the required specifications:
 - a. Price of the domestic food alternative substitute (s); and
 - b. Availability of the domestic alternative substitute (s) in relation to the quantity ordered
2. Reason for exception: limited/lack of availability or price (include price):
 - a. Price of the domestic food product; and
 - b. Price of the non-domestic product that meets the required specification of the domestic product

China Prohibition Certification

The Consolidated Appropriations Act of 2021 (Public Law 116–260), Division A, Section 764 (signed into law on December 27, 2020), prohibits all Child Nutrition Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People’s Republic of China.

Supplier may use following language to provide the District with China Prohibition Certification: “We certify that (insert product name) did not use federal funds to procure raw or processed poultry products that are imported into the United States from the People’s Republic of China. Furthermore, items bid on in this proposal do not contain raw or processed poultry products that are imported into the United States from the People’s Republic of China.”

General Instructions for Respondents

1. Prepare proposals simply and economically. Provide a straightforward concise description of the Respondent's capability to satisfy the SFA's requirements.
2. Submit proposals for the performance of all the services described within this RFP.
3. The SFA may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind.
4. Respondents are responsible for the costs of developing proposals, and shall not charge the SFA for any preparation costs.
5. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.
6. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on lindenusd.com website. The SFA will notify Respondents so they can obtain any addenda from the SFA's website, or request it by e-mail, postal mail, or fax.
7. The SFA reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, the SFA is not required to award a contract.
8. The SFA will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Respondent has submitted more than one proposal for work contemplated herein will cause the SFA to reject all proposals submitted by the Respondent. If there is reason to believe that collusion exists among the Respondents, the SFA will not consider any of the participants of such collusion in this or future solicitations.
9. The SFA will not consider a joint proposal submitted by two or more entities.
10. Additional charges for regular or express delivery, drayage, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be included (and separately identified) in the proposal.
11. All proposals shall include the completed forms provided as attachments to this RFP.
12. The SFA shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The SFA will not consider late proposals under any circumstances.
13. Respondents are responsible for examining the entire RFP package, seeking clarification for any item or requirement that may not be clear to them, and checking all responses in their proposal for accuracy before submitting it.
14. Respondents may submit their questions regarding the information presented in this RFP to Judy Mossa in writing by postal mail at P.O. Box 788, San Andreas CA 95249 or e-mail at jmossa@calaveras.k12.ca.us no later than **May 19, 2024 at 2:00 pm**. The SFA will answer all questions received by the deadline in writing or via email. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA employees directly to ask questions. All questions and answers will be posted on the calaverasusd.com (Food Service page) website.
15. The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms

stated in the RFP that would have resulted in different proposals from all respondents. A material change will require the SFA to rebid the contract.

16. Respondents shall submit one paper copy and one copy in digital format (e.g. google drive, flash drive, etc.).
17. The paper copy must contain the original signature of the individual(s) authorized to bind the Respondent contractually and be labeled "Master Copy."
18. The Respondent must ensure the digital copy is complete and inclusive of all materials contained in the paper copy, including any required signatures. If there is an inconsistency between the paper and digital copies, the paper copy will take precedence.
19. The sealed proposal envelopes must be marked legibly with the SFA's RFP description and title, and the SFA name and address.

Evaluation of Proposals

- Proposals will be opened on or after the date and time specified in the. During the evaluation process, the SFA may ask Respondents to clarify information in the proposals, but Respondents may not change their proposals.
- An error in the proposal may cause the SFA to reject that proposal; however, the SFA may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the SFA will consider the conformance of the proposal to the format and content required by the RFP and that the Respondent's intent is clearly established based on review of the whole proposal. Based on that established intent, the SFA may choose to correct errors such as obvious grammatical or punctuation errors and arithmetic errors. The Master Copy of the proposal shall have priority over additional proposal copies.

The SFA will open proposals to determine if they contain all the required information in accordance with this RFP. The SFA will evaluate qualifying proposals using the following criteria:

CRITERIA	MAXIMUM POINTS
Administrative Requirements: did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	2
Proposal Requirements and Checklist as well as the Minimum Qualifications, Respondent Questionnaire and Customer Service references filled out fully. Do these documents demonstrate capability as well as ability to achieve the needs of the SFA.	2
Product Specifications meet Request For Pricing Attachments	2
Per Serving Cost of Goods/Frozen, Refrigerated and Dry	4
Total Points	10

The SFA will score and rank selected proposals by assigning a score between zero and the maximum score to each proposal criterion. The SFA will recommend awarding the contract to the most responsive and responsible Respondent with the highest total proposal score.

Attachment Checklist and Attachments

Proposal Requirements and Attachment Checklist

Respondent Company Name

The following items must be filled in completely with appropriate signatures and submitted with your RFP. Failure to submit any of the required materials will be non-responsive to the bid requirements and may be grounds for disqualification.

Complete this checklist to confirm that the items listed below have been included in your proposal. Place a checkmark or "x" next to each item submitted to the SFA. For your proposal to be considered, all required attachments must be returned, including this checklist. Submit one copy of your proposal in a sealed package.

- _____ Signature Page (Attachment A)
- _____ Minimum Qualifications (Attachment B)
- _____ Respondent Questionnaire (Attachment C)
- _____ Respondent References (Attachment D)
- _____ Certifications Regarding Lobbying (Attachment E)
- _____ Disclosure of Lobbying Activities and Instructions (Attachment F &G)
- _____ Debarment, Suspension, and Other Responsibility Matters (Attachment H)
- _____ Non-Collusion Declaration (Attachment I)
- _____ Fee Proposal (Attachment J) *Excel Spreadsheet

Attachment B

Minimum Qualifications

A Respondent must meet all of the following minimum qualifications to the SFA’s satisfaction to be given further consideration. Failure to satisfy any of the minimum qualifications may result in the immediate rejection of the proposal.

As of July 1, 2024, both the Respondent’s company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least 3 years of experience with food service programs.
Yes_____ No _____

2. The Respondent has the resources and ability to provide food for 464,000 meals per fiscal year.
Yes_____ No _____

3. The Respondent has knowledge and experience with the School Breakfast Program and National School Lunch Program.
Yes_____ No _____

4. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.
Yes_____ No _____

5. The Respondent is licensed to do business in the state of California.
Yes_____ No _____

Attachment C

Respondent Questionnaire

Please complete this questionnaire and submit with your proposal. Attach additional sheets if needed.

This questionnaire will help us with evaluating your proposal.

1. Will you be able to meet the specified delivery days and hours? If not, attach proposed alternative delivery schedule.
2. What is the lead time you require for orders that ensures a 99.5% fill rate? Can District(s) order on-line?
3. How will emergency deliveries (deliveries not on a scheduled date) be handled?
4. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on?
5. What is your procedure for notifying the customer of shortages and/or substitutes?
6. What is your company's "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution?
7. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports?
8. What is the current make up of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration and freezer units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
9. How does your company assist school district(s) if a freezer goes down and the district(s) ask for assistance?
10. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas?
11. What is your procedure to bring in new products for District(s)?
12. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability?
13. Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 18 months? If so, explain.

Attachment D

Respondent References

Please Submit 3 References from current school district or customers.

Reference #1

School District/Customer	
Contact Person & Title	
Telephone Number	
Email Address	

Reference #2

School District/Customer	
Contact Person & Title	
Telephone Number	
Email Address	

Reference #3

School District/Customer	
Contact Person & Title	
Telephone Number	
Email Address	

Attachment E

Certification Regarding Lobbying

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

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

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

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE: _____

(Signature)

(Date)

Attachment F
Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See instructions for public burden disclosure)

<p>1. Type of Federal Action:</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>U. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier ____, if Known: Congressional District, if known:</p>		<p>U. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime: Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, <i>if known</i>:</p>	<p>9. Award Amount, <i>if known</i>:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI)</i>:</p>	<p>U. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI)</i>:</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone #: _____</p> <p>Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

Attachment G

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. 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 1st 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; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

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

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

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

Attachment H

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

- A. The participant or respondent certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, 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.

- B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Participant or Respondent Company Name Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s) Date

Attachment I

NONCOLLUSIOIN DECLARATION

REQUEST FOR PROPOSAL

FROZEN, REFRIGERATED AND DRY NON-COMMODITY FOOD DISTRIBUTION

Request for Proposal-RFP CUSD 2024-2025

Calaveras Unified School District

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____ [city], _____[state].