

**SAN ANGELO INDEPENDENT SCHOOL DISTRICT**

**Child Nutrition Department**

**Kim Carter, Director**

**305 Baker, San Angelo, Texas 76903-7030**

**(325) 659-3615 Fax (325) 658-4353**

**Direct Delivery Produce and High Volume Items  
Competitive Sealed Proposal #18-16**

May 1, 2017

The San Angelo Independent School District will receive Competitive Sealed Proposals for Direct Delivery Produce and High Volume Items for the 2017-18 school year. This is for the period of August 1, 2017 through July 31, 2018. This will be an all or none proposal. Awarded company must be able to provide all products and delivery services.

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 AM, May 23, 2017. Any proposal received after that time and date will be returned unopened and not considered. The District invites bidders to be present at the opening. Please mail or deliver all proposals to:

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

Please mark your envelope as follows: **COMPETITIVE SEALED PROPOSAL - Direct Delivery Produce and High Volume Items; Bid #18-16; OPEN 10:00 AM May 23, 2017.** A label has been provided for your convenience on page 3. All proposals must be submitted on the "Bid Sheet" provided.

The District reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the District

The District will not accept bids without proper signature.

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.

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 proposal envelope or sample case/envelope. Vendor's name and return address should be printed on the sealed proposal envelope or sample case/envelope.  
Do not include any samples in the proposal envelope.

**FOR SAMPLES**

<b>S A M P L E S</b>	<p>San Angelo ISD Child Nutrition Department 305 Baker Street San Angelo, TX 76903 Attn: Jason Henry, Purchasing Coordinator</p> <p><u>Bid:</u> Direct Delivery Produce and High Volume Items Competitive Sealed Proposal #18-16 <u>Samples Due:</u> May 19, 2017</p>	<b>S A M P L E S</b>
--	---	--

**FOR SEALED BIDS**

<b>S E A L E D B I D</b>	<p>San Angelo ISD Child Nutrition Department 305 Baker Street San Angelo, TX 76903 Attn: Jason Henry, Purchasing Coordinator</p> <p><u>Bid:</u> Direct Delivery Produce and High Volume Items Competitive Sealed Proposal 18-16 <u>Bid Deadline:</u> OPEN 10:00 AM, May 23, 2017</p>	<b>S E A L E D B I D</b>
--	--	--

**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**

**Direct Delivery Produce and High Volume Items**  
**Bid #18-16**  
**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 – 25 – Bid Forms
  
- Nutritional Labels and Ingredient Labels attached for ALL products bid

---

Company

---

Signature

---

Printed Name

---

Date

**Mandatory Forms For Bid Acceptance**  
**Failure To Complete, Sign & Return Will**  
**Result In Rejection Of Bid**  
**General Conditions for Direct Delivery Produce and High Volume Items**

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 form provided. Each alternate must be clearly marked and variance from specifications noted. All brand names are descriptive and does not restrict an alternate bid.
4. **RIGHT TO REMEDY** Failure to notify SAISD Child Nutrition Office 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, Assistant Director, San Angelo Independent School District.

**Additional General Conditions for Direct Delivery Produce and High Volume Items**

12. **BID PERIOD** – The contract period for this proposal will be from August 2017 through July 2018.

Proposals received after the time and date specified, regardless of cause, will not be considered. Such late proposals will be returned to the bidder upon the submission. PLEASE complete all blanks for each item number.

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

Proposals shall be submitted in a sealed envelope, plainly marked with company name, product bid, opening date and time. Proposals 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. **PRICES** – shall be net, including transportation and delivery charges fully prepaid by the vendor, F.O.B. SAISD Campuses and Warehouse. All prices must be typed or written in ink. Bids written in pencil will not be accepted.

Pricing for Item # 23.1310 Styro Tray 6 compartment and Chips shall be priced by each price.

Pricing for produce shall be a % added to the vendors original purchase price with no minimum drop per site. All produce prices will be fixed for a one week period.

14. **EVALUATION OF PROPOSALS** - It is not the policy of 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

15. **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.

16. **SPECIFICATIONS** have been developed by the District to show minimal standards as to the usage, materials, and contents based on our needs. All brand names are descriptive and does not restrict

17. **NUTRITIONAL LABELS** and Ingredient Labels must be attached on specified products where indicated on this bid.

18. **PACK** – Complete all blanks for each item number. It is very important to indicate pack as packaging may vary between companies.

19. **PACKAGING** – All items must be securely packed in uniform containers, adequately marked as to content, and must be delivered without damage or breakage. Open containers will not be accepted. No charge will be allowed for cases, boxes, etc., or for freight expense, or cartage. No empty cases or boxes will be returned to the vendor; however, such containers may be removed by the bidder at his own expense

20. **PRIVATE LABEL** – When bidding “Private Label Products” please identify the packer.

21. **MINIMUM SHIPMENT REQUIREMENTS** Quantities will be delivered in amounts requested. Alternate bids may be submitted for increases in quantities due to shipping requirements if a company so desires. Evaluations will be based on storage availability and price.
22. **Ordering** – All orders will be turned into the vendor on Friday for delivery the following Tuesday. Order form will be emailed or faxed to the winning vendor.
23. **DELIVERIES, WAREHOUSE** deliveries shall be a drop shipment, freight prepaid, F.O.B. destination, 305 Baker, San Angelo, Texas. Bid prices shall include all freight and delivery charges. Products will be delivered during the specified week and in the specified quantity as listed in the delivery schedule. Vendors shall keep the district advised of the status of orders; failure to meet delivery dates may result in removal from the approved bidders list.

Bulk materials are to be placed on pallets on the receiving platform as directed by the receiving clerk. All products **MUST BE** delivered on a 40" x 48" standard wood pallet. Pallets are exchangeable, if desired. If a supplier fails to ship on pallets, 10% will be deducted from the invoice amount to cover handling charges OR the shipment will be refused.

All warehouse deliveries must be pre-scheduled with the Child Nutrition Office. Deliveries will be accepted between the hours of 7:00 AM and 2:00 PM.

**DELIVERIES, SCHOOL** deliveries shall be a drop shipment, freight prepaid, F.O.B. to all schools. Prices shall include all freight and delivery charges. Products will be delivered during the specified time and day and in the specified quantity as listed in the weekly order. Vendors shall keep the district advised of the status of orders; failure to meet delivery dates may result in removal from the approved bidders list.

**All corrections of deliveries shall be made within 24 hours.** 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.

**All School deliveries will take place on Tuesdays between the hours of 6:30 AM and 2:00 PM. Excluding lunch service times.**

**Beginning Year delivery dates and holiday delivery dates will vary to accommodate the district.**

24. **SUPPLIERS** are expected to carry sufficient inventories to cover the needs of the District.
25. **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.

26. **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. Quantities may increase/decrease due to the receipt of Commodities.

Quantities will be delivered in amounts requested. Alternate bids may be submitted for increases in quantities due to shipping requirements if a company so desires. Evaluations will be based on storage availability and price.

27. **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.

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

28. **SAMPLES** shall be delivered or mailed by the bidder to the attention of the Purchasing Coordinator, 305 Baker, San Angelo, Texas 76903. A label has been provided for your convenience on page 3. Each sample shall be clearly tagged to show the bidder's name, address, bid title, and bid item for which the sample is proposed. Samples are to be sent at NO CHARGE. Samples must be received by **May 19, 2017**.

**All samples must arrive with Nutritional Labels and Ingredient Labels. Samples will not be considered without these documents. Samples must be FULL cases.**

Alternate bids may be considered if samples have been received by the Child Nutrition Office and time limits allow for proper brand approval.

If bidding products that are not listed as Approved, a sample is required.

If samples are received and approved after the date of this mailing, the San Angelo I.S.D. is not responsible for informing vendors that they can bid this newly approved product (even if the product is not listed on this mailing). The company sending the sample will be responsible for informing others that the product is approved and may be considered for this bid period. The San Angelo I.S.D. will award bids to approved products (even if they are not on this list).

29. **TESTING** - All products will be tested upon delivery for wholesomeness, quality, grade, texture, appearance, and flavor. The vendor will be notified by the Child Nutrition Department if any portion of the specified shipment does not meet specification for quality and/or wholesomeness.
30. **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 **June 19, 2017**. Purchase Orders will be mailed thereafter.

A summary of this bid may be found after the School Board approval on the SAISD website.  
<http://www.saisd.org/Departments/Food%20Services/bids.asp>

31. **INVOICES** shall have all items received listed. Invoices will be verified and signed by the receiving department at the warehouse and by the manager at schools.

At any point during this contract SAISD reserves the right to audit all vendors pricing.

32. **STATEMENTS** are to be mailed monthly to:

San Angelo Independent School District  
Child Nutrition Department  
305 Baker Street  
San Angelo, Texas 76903-7030

33. **BUY AMERICAN PROVISION** - San Angelo ISD has a preference for domestic end products for supplies for the use in the United States when spending federal funds. Schools and RCCIs 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.

**34. 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

---

### BIDDER PREFERENCE CERTIFICATION

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.

---

### FELONY CONVICTION NOTIFICATION

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): \_\_\_\_\_

---

### CERTIFICATION REGARDING TEXAS FAMILY CODE

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

---

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

---

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.

---

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

---

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.

---

Name/Address of Organization

---

Name/Title of Submitting Official

---

Signature

---

Date

## Vendor Certifications

---

**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**

---

**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**

---

**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**

## Vendor Certifications

---

**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**

---

**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**

---

**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**

---

**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**

## Vendor Certifications

---

**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**

---

### **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**

---

**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**

---

---

## Vendor Certifications

---

**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

---

**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 \_\_\_\_\_

---

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

Name of Business (Contractor)	Vendor ID No. or Social Security No.
-------------------------------	--------------------------------------

(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

## FORM CIQ

For vendor or other person doing business with local governmental entity

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**

---

*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 **Direct Delivery Produce and High Volume Items Bid #18-16** and verify the accuracy of all information contained in the Proposal.

Authorized Vendor Officer

---

Signature

---

Typed name

---

Date

NOTARY PUBLIC

---

Name

---

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**  
**(325) 659-3615 Fax (325) 658-4353**

**Direct Delivery Produce and High Volume Items CSP #18-16**

**This is an all or none proposal. Awarded company must be able to provide all products and delivery services.**

Reference Number	Qty	Pack	Item Description	Brand Name & Codes		Pack	Unit Price
				Brand	Product Code		
23.1310	2,700 cases	500 ct case	Tray-Styro, Disposal 6Compartment Lunch Tray,12 1/2" X 8 1/2" X 1 1/8", Black				
SAISD will order a combined total of 70 cases per week			<b>Approved:</b> Gen Pak #10600 3L <b>Not Approved:</b> Pactiv TH10601, Reyma SLT6	UPC Code		# cs per pallet	
ea.	Vendor's minimum shipment:						

**Entrée Items**

Items #	Price Each	Pack	Product Name	Product Code	Notes
25		24/2.8oz	Tornado Rancho Beef WG	86249	Combined Ave usage per week - 100 cases
26		24/2.8 oz	Tornado Swt Chick WG	86596	
27		24/2.8 oz	Tornado Sriracha WG	86122	
28		72	6" WGR Cheddar Pretzel Bosco Stick	705672-1120	Ave usage per week - 5 cases

**Breakfast Items**

Items #	Price Each	Pack	Product Name	Product Code	Notes
29		96/1 oz	Cheerios bowl, RDUC SUG, BWLPK	100-16000-3226-9	Ave usage per week - 3 cases
30		96/1 oz	Smore's Pouch	3800012586	Ave usage per week - 15 cases
31		96/1 oz	Cinnamon Toast Crunch, RDUC SUG, BWLPK	16000-29444	Ave usage per <b>Month</b> -140 cs
32		96/1 oz	Apple Jacks Pouch	3800011469	Ave usage per <b>Month</b> -75cs
33		96/1 oz	Froot Loops Pouch	3800011467	Ave usage per <b>Month</b> – 75cs
34		96/1 oz	Trix, RDUC SUG, BWLPK	31922000	
35		96/1 oz	Coco Puffs, RDUC SUG, BWLPK	31888000	
36		72/2.8 oz	Cinnamon Roll, WG, IW (Bake Crafters)	1287	Ave usage per <b>Month</b> -75cs

All items will need to meet the following specs to be considered for this proposal:

- ≤ 200 calories            0% Trans Fat
- ≤ 35% Fat                ≤ 200 mg Sodium
- ≤ 10% Sat. Fat        ≤ 35% Sugar

**Ingredient and Nutritional labels required**

<b>Chips</b>					
Snack Items #	Price Each	Pack	Product Name	Product Code	Notes
1		104/.875oz	Cheetos Fantastix Flamin' Hot	43878	SAISD will order a combined total of 80 cases per week.
2		60/.875oz	Baked Lay's, Sour Cream and Onion	33627	
3		60/.875oz	Baked Lay's - BBQ	32078	
4		60/.875oz	Baked Lay's - Original	33625	
5		72/1oz	RF Doritos - Nacho Cheese	31748	
6		72/1oz	RF Doritos - Cool Ranch	36096	
7		72/.7oz	RF Cheetos Flamin Hot Puffs	21912	
8		72/.7oz	RF Cheetos Puffs	21910	
9		100/.7oz	Heartzels Pretzels	15940	
10		104/.875 oz	Quaker Kids Snack Mix	36308	
11		72/.5oz	White Cheddar Popcorn	25566	

<b>Frozen Snacks</b>					
Snack Items #	Price Each	Pack	Product Name	Product Code	Notes
12		6/24ct	Ice Cream Bar Choc Sundae Crunch	10070640014 474	SAISD will order a combined total of 50 cases per week.
13		48/3oz	Ice Cream Bar Fudge	1027703	
14		48/3oz	Ice Cream Bar Orange Dream	1027728	
15		6/24ct	Ice Cream Bar Strawby Sundae Crunch	100706400144 67	
16		2/24ct	Ice Cream Cone, Fudge Swirl LF Vanilla	1098045	
17		6/24ct	Ice Cream, Banana Fudge Bomb Pop	1099364	
18		1/48ct	Ice Cream Cups, Chocolate, Vanilla, & Strwbry		
19		4/24ct	Ice Cream Sandwich Cool Daze	1035194	
20		60/4oz	Ice Slush Blue Raspberry Ice Dog	124107	SAISD will order a combined total of 10 cases per week.
21		60/4oz	Ice Slush Cherry Limeade Ice Dog	124104	
22		60/4oz	Ice Slush Raspberry Lemonade Ice Dog	124105	
23		60/4oz	Ice Slush Strawberry Kiwi Ice Dog	204003	
24		60/4oz	Ice Slush Watermelon Ice Dog	124106	

COMPANY \_\_\_\_\_

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

<b>Produce Delivery</b>					
Item #	Item	Description	Order Pack	Vendor Cost wk. end 4/28/17	
				Product Code	Full Case Cost & Wt.
1	Apple Red Del Xfcy Wash Fresh	Red - Fancy or Better (125ct Case)	1/125 ct		
2	Apple Green	Green - Granny Smith (125ct Case)	1/125 ct		
3	Banana Fresh Tip Green	Premium, Green tip, (100-125ct Case)	1/40 lb		
4	Broccoli Floret	3# loose pack Florets	1/3 lb		
5	Broccoli Floret Iceless	3# loose pack Florets (4/3# per Case)	4/3 lb		
6	Carrot, Whole Baby	15/2# Cello Bag	30# case		
7	Carrot, Whole Baby	2# Cello Bag	2#		
8	Celery Stick Fresh	5# Bag, 4" cut	1/5 lb		
9	Cucumber Fresh	Medium size, 2-3 medium=1lb.	20#		
10	Cucumber Fresh	Medium size, 2-3 medium=1lb.	5#		
11	Cucumber Fresh	Medium size, 2-3 medium=1lb.	50#-55#		
12	Orange Fresh	California or Texas Fancy (138ct Case)	1/138 ct		
13	Pear	Bartlett - Fancy or Better	1/138 ct		
14	Salad Mix	1/5# Iceberg, Color Separate	1/5 lb		
15	Salad Mix	4/5# Iceberg, Color Separate	4/5 lb		
16	Tomato Cherry Fresh	12 pints per case	12/1 pint		

Produce will be purchased on a net price plus mark up

Mark-up \_\_\_\_\_% (example: put 7 in space if 7% mark-up over manufactures' price)

COMPANY \_\_\_\_\_

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

**New Products (Catalog bid): Adding or Deleting Items on Bid**

**Due to Texas Public School Nutrition Policy, SAISD reserves the right to add, delete or change any item on the bid with written (e-mail) notice to the awarded vendor if the product doesn't meet the Federal or State Guidelines** Also, if at the determination of the SAISD Child Nutrition Director, that a better product benefits the SAISD Child Nutrition Department customers; then we reserve the right to provide these newer products to our customers over the duration of this contract bid period.

New products shall be added to the vendor's order guide with a written notice (e-mail); and shall be marked up from the manufactures' price at a predetermined market % stated in the blank below. Manufactures pricing shall be verified with the local food broker or the manufacture itself. The vendor is required to have a manufacturer REP send a statement of unit cost of the new product to determine the actual price charged to SAISD Child Nutrition Department.

New Products:                    Mark-up \_\_\_\_\_% (example: put 7 in space if 7% mark-up over manufactures' price)

**Bid Questionnaire**

1. Will you be able to make all delivers on Tuesdays between 6:30 AM and 2:00 PM?                     Yes                     No

Individual schools lunch serving times will be excluded from delivery times.

Preference will be given to bidders who can meet the above schedule.

If no, attach or state your delivery schedule below. Day and Time

---

---

2. Will you be able to make delivery corrections within 24 hours?                     Yes                     No

COMPANY \_\_\_\_\_

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

<b>Sample Schedule</b>	<b>Order In from Site Manager</b>	<b>Order to Vendor</b>	<b>Delivery date to site</b>	<b>Usage Dates</b>	
	<b>Thursday</b>	<b>Friday</b>	<b>Tuesday</b>	<b>Beginning</b>	<b>Ending</b>
	08/17/17	08/18/17	08/22/17	08/23/17	08/29/17
	08/24/17	08/25/17	08/29/17	08/30/17	09/05/17
	08/31/17	09/01/17	09/05/17	09/06/17	09/12/17
	09/07/17	09/08/17	09/12/17	09/13/17	09/19/17
	09/14/17	09/15/17	09/19/17	09/20/17	09/26/17
	09/21/17	09/22/17	09/26/17	09/27/17	10/03/17
	09/28/17	09/29/17	10/03/17	10/04/17	10/10/17
	10/05/17	10/06/17	10/10/17	10/11/17	10/17/17
	10/12/17	10/13/17	10/17/17	10/18/17	10/24/17
	10/19/17	10/20/17	10/24/17	10/25/17	10/31/17
	10/26/17	10/27/17	10/31/17	11/01/17	11/07/17
	11/02/17	11/03/17	11/07/17	11/08/17	11/14/17

**Sample Schedule**

#	SCHOOL Name	MANAGER (Assistant)	SCHOOL PHONE-ext. 102	Lunch	
001	Central	Cindy Gilbert	659-3400	12:00	1:37
002	Lake View	Teresa Estes	659-3500	11:38	1:38
041	C F C	Mandy Pena	659-3576	11:10	1:00
042	Glenn	Teena Adney	947-3841	11:13	1:23
043	Lee	Joan French (Donna Hubert)	947-3871	11:03	12:56
045	Lincoln	Peggy Baker	659-3550	11:05	1:05
101	Alta Loma	Mary Droll	947-3914	10:40	12:35
102	Austin	Bethany Mitchell	659-3636	10:30	12:50
103	Belaire	Paige Beatty	659-3639	10:50	12:45
122	Bonham	Leslie McBride	947-3917	10:45	1:00
105	Bowie	Cheryl Smith	947-3921	10:50	1:00
106	Bradford	Beatrice Torres (Sara Martinez)	659-3645	10:45	12:45
038	Carver	Soapes, Jeanette	659-3648	10:45	12:00
108	Crockett	Cindy Manis	947-3925	10:45	12:55
110	Fannin	Betty Lopez (Lorrie Cocoa Smith)	947-3930	10:40	12:55
111	Fort Concho	Sonne Lopez	659-3654	10:50	12:50
112	Glenmore	Sarabeth Erickson	659-3657	10:45	12:30
113	Goliad	Gina Joiner	659-3660	10:40	12:40
114	Holiman	Lynn Fine	659-3663	10:45	12:45
123	Lamar	Imelda Robledo	947-3900	10:40	1:00
115	McGill	Erica Medina	947-3934	10:50	12:15
116	Reagan	Rita Clark	659-3666	10:45	12:50
119	San Jacinto	Bernice Cardenas	659-3675	11:20	12:35
120	Santa Rita	JaeDene Bueckner	659-3672	10:40	12:30