



EASTCONN COOPERATIVE
376 Hartford Turnpike
Hampton, CT 06247
HRadcliffe@eastconn.org

RFP
MILK BID
2025-2026

Instructions to Bidders

The EASTCONN Cooperative will receive bids for **Milk** for the period of **August 1, 2025 through July 31, 2026** for various members throughout Connecticut until 1 PM, **May 5, 2025**. A list of committed members participating in this bid is attached.

Awarded bid is not solely based on price.

The enclosed bid instructions and specifications detail the requirements we are looking for. Please make sure you read all documents carefully, then sign and return all required forms. All bids shall be submitted on the proposal forms furnished with the bid specifications, bid on EVERY item and make sure your bid is clearly PRINTED OR TYPED. Any changes in product and/or packaging sizes MUST be noted on your bid.

Sealed bids are to be delivered or mailed to the office of the EASTCONN Cooperative, clearly marked "Milk Bid".
Faxes and/or emails will NOT be accepted.

Please note that the EASTCONN Cooperative is looking for a bid commitment of one (1) year.

SEND BID SUBMISSION VIA: US Mail/Common Carrier

TO:
EASTCONN COOPERATIVE PURCHASING
376 Hartford Turnpike
Hampton, CT 06247
Attn: Heidi Radcliffe
BY: May 5, 2025
MUST ARRIVE NO LATER THAN 1 PM

Any questions regarding this bid must be submitted in writing via email to: HRadcliffe@eastconn.org



EASTCONN COOPERATIVE

376 Hartford Turnpike
Hampton, CT 06247
860-455-1628

Sealed bids for furnishing Milk to the participants of this cooperative, will be received at the time and date stated below.

Bids will be accepted until 1 PM on May 5, 2025 at EASTCONN, 376 Hartford Turnpike Hampton, CT 06247. Place your bid in a sealed envelope, CLEARLY MARKED:

MILK BID
May 5, 2025

Any bid received after the time and date as specified will not be considered. The EASTCONN Cooperative reserves the right to accept or reject any and all bids in total or in part as they may deem to be in the best interest of the schools/towns this cooperative represents.

Bidders are urged to read all documents carefully and fill out all information requested. The specifications state the kind of products on which the EASTCONN Cooperative will accept bids on and are not meant to be restrictive.

You are required to send with your bid nutritional analysis, CN label or signed product formulation statement on all items you are bidding on. If they are not provided, the bid will not be considered for award.

The EASTCONN Cooperative reserves the right to increase or decrease the number of units to be purchased at the quoted unit price. Bidders are also advised that school systems may be added or removed at the discretion of the cooperative.



BID SPECIFICATIONS

LOCATION

1. EASTCONN Cooperative members will communicate with the winning bidder with regard to actual names and address of schools within their district if not provided. Please note that some schools have security issues and you will need to meet each schools' rules and regulations.

INTENT

1. It is the intention of these specifications to cover all labor, material, equipment and services required to complete repair work due to emergency, as well as normal wear and tear (non-emergency) of equipment furnished by the vendor.
 - a) Emergency equipment repairs, identified by the individual school district, will be completed within two (2) business days of written email notification to the responsible vendor. Any non-emergency equipment repairs, due to normal wear and tear, such as torn gaskets, broken locks, broken thermometers or damaged doors, etc., shall be completed within seven (7) business days of written email request. The vendor shall designate a specific person, their phone number and email address as the point of contact for all repair requests. An email will document and date stamp repair requests. Repairs not completed within the above time frames will be outsourced by the individual school district, communicated by the district via email to the awarded vendor, and the cost of repair deducted from the vendor's invoice upon receipt.
 - b) If it is determined that the equipment cannot be repaired or is not working, a replacement will be made within two (2) business days of written email notification to the responsible vendor, if not sooner.

AWARD OF BID

1. Bidders are advised that additional school districts/members may be added or deleted by the EASTCONN Cooperative during bid period.
2. The awarded vendor(s) shall maintain, in effect, all necessary and required insurance coverages related to their business and equipment as specified by State and/or local authorities. A certificate of insurance must be supplied, if required.
3. If awarded vendor fails to deliver milk on any given day, the vendor shall reimburse the EASTCONN Cooperative member(s) the actual amount of Federal or State subsidy lost for each day's failure.
4. The awarded vendor(s) MUST guarantee to keep the EASTCONN Cooperative's bid pricing exclusive to EASTCONN Cooperative members. The awarded vendor(s) may refer food service directors who do not appear on the EASTCONN Cooperative's participating membership list, to the EASTCONN Cooperative coordinator to become members in order to receive our exclusive pricing. Charging the EASTCONN Cooperative bid prices to non-member school districts will be in violation of this bid and the EASTCONN Cooperative will terminate their business with the vendor immediately. Also, it could further disqualify that vendor from the next bid.
5. The cooperative may consider as informal any bid not prepared and submitted in accordance with provisions hereof, and hereby reserves the right to waive any informalities or reject any bids if it is the best interest of the members to do so.



6. Nutritional Analysis MUST be submitted to the EASTCONN Cooperative Coordinator with all items that appear on this bid at the time of the bid opening and on every item ordered throughout the year. Nutritional Analysis MUST be provided at the request of any individual school district. *Examples are attached.*
 - a) Must be submitted with the bid
 - b) Must be updated every 6 months, and re-sent to the EASTCONN Cooperative Coordinator
7. EASTCONN will award the contract to the lowest responsive and responsible bidder or bid/offer most advantageous to the program with price and other factors considered. {2 CFR Part 200.320©(2)(iv) or (d)(4)/7 CFR 3016.36(d)(2)}

This proposal shall become part of any contract signed with the awarded vendor.

CONDITIONS OF BID:

1. Vendors must submit a bid on the bid proposal form for the supply and delivery of Milk, as specified for the period of August 1, 2025 through July 31, 2026.
2. Bid prices shall be firm and fluctuating. When fluctuating, milk prices should be based upon the bid due date month, (May 2025) as per the Federal Milk Market Administrator's Class 1 pricing. The bid period is August 1, 2025 through July 31, 2026 with coolers.
3. Milk produced in the State of Connecticut may be given preference in the award, according to the General Laws - Chapter 94.
4. Vendors must submit a capability statement with the bid proposal along with three (3) reference letters.
5. If bidders have questions, they are to be submitted in writing via email to: Hradcliffe@eastconn.org
No phone calls please.



QUALITY AND STANDARDS

1. All milk and the processing of milk shall be in complete conformity with the laws and regulations for milk and milk products as stated by the United States Department of Agriculture and the Connecticut Department of Public Health.
2. All milk and milk products will be subject to inspection by local and state public health officials, if need be.
3. The carrying cases holding the milk cartons are to be clean at all times. The refrigerated vehicle, which is to be maintained in excellent sanitary condition, shall be subject to unannounced inspections by the school and/or Health Department.
4. Loaded full crates of product cannot exceed a weight limit of 35 lbs. each.
5. The EASTCONN Cooperative reserves the right to test samples of milk throughout the school year to determine if milk is up to specifications. If milk is found to be not up to specifications, the EASTCONN Cooperative may, at its discretion, cancel the contract. The quality of milk for all dairy products contained in this bid shall meet all bacteria standards for milk as stated in the dairy laws of the State of Connecticut.
6. Defective cartons, dirty crates or poor tasting milk due to manufacturer's defect will be replaced by the awarded vendor at no charge within 24 hours or a reduction of 25% per case value.
7. Milk must have a minimum shelf life of fourteen (14) days with the date on the container reflecting this.
8. Nutritional Analysis on all bid items must be sent with the bid, as well as on file in the vendor's office at the time of the bid opening and throughout the bid period, as well as any new item the vendor adds to their inventory during the bid period.
9. Vendor to be responsible for any products recalled from a manufacturer and to provide verification, when necessary, that the products are safe to drink and/or consume.
10. Vendor to have in place safe food handling and HACCP practice plans and provide most recent inspection(s) report(s) upon request of trucks, facilities and/or product(s).
11. Cooperative reserves the right to request and purchase new products not originally on the bid to initiate taste tests or trials. The awarded vendor shall charge the cooperative a cost plus fixed fee for the new products requested by the cooperative.

BID PERIOD

1. The award shall be for the period of one (1) year from August 1, 2025 through July 31, 2026.
2. Bid awarded by email on or before June 2, 2025.

DELIVERY AND EQUIPMENT

1. The EASTCONN Cooperative reserves the right to reject the use of any equipment by a carrier if is not in clean, sanitary condition and suitable for hauling of all goods. The successful bidder shall make delivery of milk by refrigerated truck. Deliveries are to be coordinated between the successful bidder and the EASTCONN Cooperative members. Delivery shall include placing milk cases in coolers at the direction of each school manager or official.
2. Deliveries are to be made in the building and into the coolers and locked between the hours of 7AM and 1PM, unless alternate arrangements have been coordinated with the each EASTCONN Cooperative member.
 - a) Deliveries need to be made twice a week for each member unless otherwise agreed upon by the individual member.
 - b) Once the delivery schedule is set with the member, it is not to be changed without member consent/approval.
3. If coolers are required for the sole purpose of storing milk, this will be arranged between the EASTCONN Cooperative member and selected bidder and kept in good running condition by the awarded bidder, at no charge to the individual member.
4. If coolers are required for the sole purpose of storing milk, preventative maintenance needs to be performed on the coolers at the vendor's expense. Should a cooler break or be replaced due to lack of preventative maintenance, this will be at the vendors cost.
5. The temperature of milk should never exceed 38-40 degrees during delivery.
6. On the date of delivery, the dating of each container should be a minimum of fourteen (14) days - within the expiration date code.
7. Member(s) must contact the awarded vendor prior to August 15th to ensure timely delivery of products prior to start of school.
8. Vendor MUST contact all Cooperative Food Service Directors before August 15th to decide on how they will handle milk deliveries when school is closed due to bad weather or vacation on a scheduled delivery day.
9. Credits will be given on pick-ups of milk when delivered out of code or delivered prior to a holiday, when school closings occur, as well as a delivery made when not ordered by the Food Service Director.
10. Each carrier shall furnish a certificate of insurance issued by an insurance company showing that the Boards of Education will be protected from loss or damage to the Board of Education's commodities, and injury or death of third persons or to carrier's employees. Carrier will assume full common liability for all shipments.
11. Awarded vendor may not sub-contract any part of the contract to a third party without prior written authorization by the member(s).
12. Please be aware that some schools have security issues that you will need to meet regarding your delivering of your products.



ORDERS

Each EASTCONN Cooperative member will be solely responsible for ordering their items and arranging for the delivery of these items.

1. All orders will be placed directly with awardees by telephone, fax, or online by the individual qualified purchasing official who in some cases may be the individual lunchroom manager.
2. Emergency deliveries will be delivered within two (2) business days of written email notification to the responsible vendor, if not sooner.
3. A designated representative is required for each member. A provided list is due back with the bid.

INVOICES AND STATEMENTS

1. Invoicing will be accomplished by leaving one slip at each delivery location and then submitting an itemized weekly invoice in duplicate, with a copy of each day's delivery ticket. The itemized weekly invoice must be delivered to the participating schools, no later than the end of the following week after delivery.
2. Each participating member will be solely responsible for payment of its own invoices.
3. Any item that is substituted for a bid item that is not available for whatever reason will be billed at the bid item's bid price.
4. All invoicing needs to come directly from the awarded vendor and paid only to the awarded vendor, not a sub-contractor or third party.

REPORTING

1. Quarterly reporting needs to be sent to the EASTCONN Cooperative Coordinators by the 10th of the following month. Reports need to consist of:
 - a) Itemized volume by product in descending order
 - b) Bid item numbers need to be listed on report to match bid
2. A final year-end cumulative report needs to be sent to the EASTCONN Cooperative Coordinator by the 15th of the following month ending the bid period.



CONTRACT TERMINATION

4The EASTCONN Cooperative reserves the right to cancel this bid at any time the vendor's performance is, in the opinion of the cooperative, deemed unsatisfactory. In such event, the cooperative, in writing, shall notify the vendor of such unsatisfactory performance and the vendor shall be given thirty (30) days to remedy the problem(s). If conditions do not meet the Cooperative's approval, the vendor will then be given, in writing, an additional thirty (30) days notice of termination. The cooperative members will be responsible for goods delivered and services rendered and accepted prior to the effective date of a termination.

1. Members of the cooperative may terminate the contract at any point for convenience with a 60 days' notice in writing.

NOTE:

ALL VOLUMES ON BID DOCUMENTS BASED ON THE 2024-2025 SCHOOL YEAR.

The EASTCONN Cooperative reserves the right to increase or decrease the number of units purchased at unit price quoted.

Bidders are advised that additional members may be added or deleted at the discretion of the cooperative. Our current committed membership is attached.

The considerations that will be looked at when choosing our vendor(s) for our bid are:

- a) Price - 40 points based on lowest price for highest volume items.
30 points based on overall price.
- b) Service - 10 Points based on vendor credentials (references & capability statement)
10 Points based on sales & service (i.e. Delivery changes, product shortages, recalls)
5 Points based on ordering procedures/protocol.
- c) Service Areas - 5 Points based on ability to deliver to all member locations.



EVALUATION CRITERIA FOR MILK BID

Solicitations evaluated based on price (both Market Basket & overall), service area, and service.

VENDOR: _____

<u>Criteria</u>	<u>Points Given</u>	<u>Total Points</u>
Price		
Lowest price for highest volume items		40
Based on overall price		30
Service Area		5
Service		
Vendor Credentials		10
Sales & Service		10
Ordering Procedures/Protocol		5
TOTAL		100 Available Total Points



EASTCONN COOPERATIVE

National School Lunch Act (NSLA) and School Breakfast Programs

“BUY AMERICAN”

The Vendor must supply to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. for use in meals served in the SFA’s Child Nutrition Programs in compliance with the Buy American Provision under 7 CFR § 210.21(d)(2) and 7 CFR § 250.

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 made by the Vendor must be submitted in writing to a designated official, a minimum of 3 day(s) in advance of delivery. A request made by the SFA must be submitted in writing to a designated official a minimum of 3 day(s) in advance of delivery. The request must include:

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



Written Code of Conduct

EASTCONN Cooperative

Regulations: 2 CFR Part 200.318, formerly 7 CFR Part 3016.36(b)(3) and EASTCONN's Cooperative local purchasing requirements.

Procedures: The EASTCONN Cooperative seeks to conduct all procurement procedures:

- a) non-compliance with stated regulations; and
- b) to prohibit conflicts of interest and actions of employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal, state, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity. Based on the severity of the infraction, the penalties could include a written reprimand to their personnel file, a suspension with or without pay, or termination.

For questions and concerns regarding procurement solicitations, contract evaluations, and award, contact:

Heidi Radcliffe, Cooperative Coordinator

HRadcliffe@eastconn.org

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation list;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.



Equal Employment Opportunity

Executive Order 11246 — Equal Employment Opportunity

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I — Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II – Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A – Duties of the Secretary of Labor

SEC. 201.

The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B – Contractors’ Agreements

SEC. 202.

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

SEC. 203.

- a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
- c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

- d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2104, 79 FR 42971]

SEC. 204

- a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order.
- b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.
- c. Section 202 of this Order shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this Order.
- d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this Order: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this Order.”
[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 – 77144]

Subpart C – Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205.

The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.
[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]



SEC. 206.

- a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.
- b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207.

The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208.

- a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.
- b. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D – Sanctions and Penalties

SEC. 209.

In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.



3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.
4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.
5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.
6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210.

Whenever the Secretary of Labor decides under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 211.

If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212.

When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]



Subpart E – Certificates of Merit

SEC. 213.

The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214.

Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215.

The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III – Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301.

Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302.

- a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.
- c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303.

- a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.
- b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.
- c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304.

Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.



Part IV – Miscellaneous

SEC. 401.

The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402.

The Secretary of Labor shall provide administrative support for the execution of the program known as the “Plans for Progress.”

SEC. 403.

- a) Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President’s Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.
- b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President’s Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p. 264]

SEC. 404.

The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405.

This Order shall become effective thirty days after the date of this Order.



EASTCONN COOPERATIVE

**MILK BID
2025-2026**

COVER SHEET

BID OF

ADDRESS

CITY

STATE

ZIP

CONTACT PERSON

PHONE NUMBER

EMAIL

For furnishing and delivering Milk to the members participating in the EASTCONN Cooperative. If a bidder bids on any items, the bidder will be responsible for delivering that item, at the bid cost, in accordance with the attached specifications, which were submitted with this bid and upon which the bid as made. Bid Period August 1, 2025 through July 31, 2026.

BY SIGNING THIS BID, THE BIDDER UNDERSTANDS AND AGREES TO ALL OF THE ATTACHED TERMS, CONDITIONS AND SPECIFICATIONS.

PRINT OR TYPE FIRM'S FULL NAME

SIGNATURE

DATE



EASTCONN COOPERATIVE

MILK BID
2025 - 2026

VENDOR QUESTIONS

1. Do you require a minimum drop size? If so please explain: _____

2. How would you handle smaller school systems that cannot meet your minimum?

3. Does your company have a minimum delivery requirement? Y ☐ N ☐
 - If yes, what is the minimum amount? \$ _____
4. Do you offer electronic ordering? Y ☐ N ☐
 - If yes, what is your window time frame for electronic ordering? _____
5. Please provide contact information for departments: _____
6. Please provide a designated representative contact information for each member/area.

7. Who is the nutritional information contact person at your company?

Nutritional Analysis contact person

Phone/Email



CERTIFICATION REGARDING LOBBYING

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

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

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with 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 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 sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Organization Name

Address

Name of Submitting Official

Title of Submitting Official

Signature

Date



Disclosure of Lobbying Activities
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ___ Prime ___ Sub awardee Tier _____, if Known: Name _____ Street 1 _____ Street 2 _____ City _____ State _____ Zip Code _____ Congressional District, if known: _____		
5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime: Name _____ Street 1 _____ Street 2 _____ City _____ State _____ Zip Code _____ Congressional District, if known: _____		
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): Prefix _____ Last Name _____ First Name _____ Middle Initial _____ Company Name _____ Street 1 _____ Street 2 _____ City _____ State _____ Zip _____		
10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): Prefix _____ Last Name _____ First Name _____ Middle Initial _____ Company Name _____ Street 1 _____ Street 2 _____ City _____ State _____ Zip _____		
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.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)



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

EASTCONN COOPERATIVE

Debarment and Suspension Certification

Instructions for Certification

- a. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings defined in 2 CFR 180 Subpart I.
- e. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties List on www.SAM.gov.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.



EASTCONN COOPERATIVE
STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION

**Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion – Lower-Tier Covered Transactions**

School food authorities (SFAs) are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at 2 CFR 200.212. SFAs must meet this requirement by implementing any one of the procedures below.

1. Check the Excluded Parties List on the System for Award Management Web site (www.SAM.gov).
2. A certification that the entity is neither, excluded nor disqualified. Since a Federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own.
3. Include a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant.

In addition, all sub-grantee and contractors must obtain a DUNS Number. All Federal Government awards are required to have a DUNS number. The DUNS number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance. There is no charge for a DUNS number. To obtain a DUNS number, contact Dun and Bradstreet at 1-866-705-5711 or visit the D&B DUNS Web site (www.dnb.com/duns-number.html).

The certification required by the regulations implementing Executive Order 12549, Debarment and Suspension (2 CFR 200.212 Suspension and Debarment). These regulations defined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (78 FR 78590), December 26, 2013.

Before completing certification, read instructions on above page

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

Organization Name	PR/Award Number or Project Name
Name and Title of Authorized Representative	Signature Date



DELIVERY ACKNOWLEDGEMENT FORM

By signing below you hereby acknowledge and agree to:

- a) Service all delivery locations
- b) Meet their delivery frequency requirements

Printed Name of Submitting Official

Signature of Submitting Official

Company Name

Date

Check List

Please make sure that you have filled out, signed, and attached the following required items along with ALL 29 pages of the bid.

- ☐ Evaluation Criteria – (Page 9)
- ☐ Cover Sheet – (Page 21)
- ☐ Vendor Questions – (Page 22)
- ☐ Certification Regarding Lobbying – (Page 23)
- ☐ Disclosure of Lobbying Activities – (Page 24)
- ☐ Certification Regarding Debarment – (Page 27)
- ☐ Delivery Acknowledgement Form - (Page 29)
- ☐ Check List – (Page 29)
- ☐ Product List
- ☐ 3 Reference Letters
- ☐ Capability Statement
- ☐ W-9
- ☐ Certificate of Insurance