

LA MESA-SPRING VALLEY SCHOOL DISTRICT



Formal Bid FB 22/23-004

For

BREAD

Submit To

La Mesa-Spring Valley School District
Purchasing Department - Attn: Robert Cochran
4750 Date Avenue
La Mesa, CA 91942

Event	Date
Advertising Dates	03/20/2023 and 03/27/2023
Questions due from Proposers	04/03/2023 at 2:00 PM IN WRITING
Addendum and Responses to Proposers, Posted on District website	04/10/2023 by 6:00 PM POSTED ON WEBSITE
Proposals Due	04/18/2023 by 2:00 PM
Announcement of Recommendation of Contract Award	04/25/2023 by 4:00 PM
Protest Deadline	05/2/2023 by 4:00 PM
District Board Meeting - Award of RFP	05/09/2023
Term of Contract	07/01/2023 – 06/30/2024 Option to renew for two (2) one-year periods.

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LA MESA-SPRING VALLEY SCHOOL DISTRICT

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the La Mesa-Spring Valley School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than 2:00 p.m. on April 18, 2023, sealed bids for the award of a contract for

**Bread
FB 22/23-004**

Such bids shall be received in the Business Services, Purchasing Department of the District at 4750 Date Avenue, La Mesa, CA 91942.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the Bid Form, and all other documents comprising the pertinent Contract Documents. Copies of the Contract Documents are now on file and may be obtained online at <https://www.lmsvschools.org/purchasing-services/> or at the Purchasing Department at the above address.

Interested bidders should direct questions to Robert Cochran, Director of Business Services, at Robert.Cochran@lmsvschools.org. Any addendums and answers to questions will be posted on the District website on the date specified under the Bid Schedule in the Terms and Conditions section of the bid documents.

This is a one (1) year contract beginning July 1, 2023 through June 30, 2024. Upon the mutual agreement of the District and Contractor this bid will be renewed annually for two (2) additional years.

The District reserves the right to reject any or all bids, to accept or to reject any one or more items of a bid, or to waive any irregularities or informalities in the bids or in the bidding.

No bidder may withdraw his/her bid for a period of sixty (60) days after the date set for the opening of bids.

Robert Cochran
Director of Business Services
La Mesa-Spring Valley School District
District of San Diego County, California

Publication: San Diego Union Tribune
Publication Dates: March 20, 2023 and March 27, 2023

END OF DOCUMENT

INFORMATION FOR BIDDERS

1. **Securing Documents.** Bid documents can be downloaded from the District website at <https://www.lmsvschools.org/purchasing-services/>.
2. **Submission.** Bids to receive consideration shall be made in accordance with the following instructions:
 - a. Bids shall be made upon the form therefore obtained at the office of the Director of Business Services properly executed. Bids shall be written in ink or by typewriter before submission. Bids are to be verified, as they cannot be corrected after bids are opened. The signature of all persons signing shall be in longhand. The completed form shall be without interlineations, alterations, or erasures. Alternative bids will not be considered unless requested in the specifications. No verbal, faxed or emailed modifications will be considered.
 - b. Before submitting a bid, bidders shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall insure that unit cost and total costs is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.
 - c. The use of the name of a manufacturer, or any special brand or make, in describing any item in the Contract Documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will always be given due consideration.
 - d. All items on which bids are submitted must in all cases be equal or better in quality and utility to those manufacturers or brands specified by the District.
 - e. The make or brand and grade of the article on which the bid is submitted should be stated in the bid form. When the make or brand and grade of the article are not stated, it will be understood to be the specific article named by the District.
 - f. No bid shall include California sales or use tax, or Federal excise tax.
 - g. All items on bid shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. The District will reject shipments sent C.O.D. or freight collect.
 - h. No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices quoted.
 - i. Bids shall be delivered to La Mesa-Spring Valley School District in the office of the Business Services, Purchasing Department on or before the day and hour set for the opening of bids, which bids shall be enclosed in a sealed envelope bearing the description of the bid call, the name of the bidder to see that the bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
 - j. When requested, bidders shall submit samples of each such item, on which bid is made to: La Mesa-Spring Valley School District Child Nutrition Department. Each sample submitted must be marked in such manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bidder, (3) item number. Bid and samples must not be sent in the same package.
 - k. Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will, upon request, be returned at the bidder's expense.
 - l. All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the bidder.

INFORMATION FOR BIDDERS (Continued)

3. **Addenda**. Any addenda issued by the District during the time of proposing or forming a part of the documents issued to the bidder for the preparation of the bid shall be covered in the bid and shall be made a part of the Contract. **Addenda will be posted on the District website <https://www.lmsvschools.org/purchasing-services/>**
4. **Withdrawal of Bid prior to Opening**. Any bidder may withdraw their bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids, but not after.
5. **Withdrawal of Bids after Opening**. No bid may withdraw their bid for a period of sixty (60) days after the date set for the opening thereof.
6. **Award or Rejection of Bids**. The District reserves the right to reject any or all bids, to waive any informality or irregularity in the bid or in the bid process. A contract will be awarded to the responsive and responsible bidder based on the evaluation criteria established in the documentation. Utilizing the BID process, the District reserves the right to select the vendor that best meets the needs of the District.
7. **Agreement**. The form of agreement, which the successful bidder, as contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The contract consists of the following documents: Notice to Bidders; Information for Bidders, Terms and Conditions, Specifications/Contract Scope, Bid Form, Agreement, and including all modifications and other documents thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation, and services necessary for the proper delivery and installation of all items called for in the Contract.
8. **Interpretation of Documents**. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may contact the in writing by email the Director of Business Services, La Mesa-Spring Valley School District to request an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by Addendum and/or Responses to bidders duly issued by said Director of Business Services and available on the District website at <https://www.lmsvschools.org/purchasing-services/>. The La Mesa-Spring Valley School District will not be responsible for any other explanation or interpretation of the proposed documents.
9. **Bidders Interested in More than One Bid**. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same items, unless alternate bids are called for. A person, firm, or corporation submitting a sub-bid to a bidder, or who has bid prices on materials to a bidder, is not thereby disqualified from submitting a sub-bid or quoting prices to other bidders.
10. **Assignment of Contract**. The successful bidder shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this bid form, which he may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District governing Board. Notice is hereby given that the District will not honor any assignment made by the Contractor unless the consent in writing, as indicated above, has been given.
11. **Bid Securities, Performance Bonds, Payment Bonds**. Not Required.
12. **Equal Bids**. When bids are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.
13. **Tobacco-Free District**. The District has been designated as a tobacco-free. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property.

TERMS AND CONDITIONS

1. **Applicability:** These Terms and Conditions apply, but are not limited to, all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" or "Responses") made to the La Mesa-Spring Valley School District (hereinafter referred to as "District") by all prospective suppliers (hereinafter referred to as "Bidders") in response, but not limited, to Invitations to Bid, Requests for Proposals, and Requests for Quotations (hereinafter referred to as "Solicitations").
2. **Modifications to Contract:** Any modifications, qualifications, exceptions, or changes made to the District's terms, specifications, and conditions detailed herein shall be grounds for rejection of bid. Any remarks, additions, or amendments attached (by the bidder) to the bid, which conflict with terms and conditions herein, may cause it to be deemed "non-responsive."
3. **Pricing:** All prices quoted herein shall remain firm for the first year of this contract. Prices quoted shall be based on finished product weight received, including all applicable labor, materials, shipping, and fuel charges.
4. **Contract Term and Renewal:** The term of this contract shall be for one (1) year, from the anticipated start date of July 1, 2023 through June 30, 2024. The contract shall expire on June 30, 2024 regardless of start date. By mutual agreement between the District and the successful bidder, this contract may be renewed for **two additional one-year periods** (not to exceed a total of three years). Contract renewals shall be approved in one-year increments under the same terms and conditions as the original agreement.
5. **Price Escalation:** The pricing submitted for the initial term of the contract will remain fixed until June 30, 2024. Pricing agreed to for the first and second renewals will remain fixed throughout each contract period ending June 30, 2025 and June 30, 2026, respectively. The bidder may only petition for an increase in pricing annually on the anniversary date of each renewal period, as long as price increases do not exceed the rate of inflation determined by the Consumer Price Index (C.P.I.), published by the U.S. Bureau of Labor Statistics. If the bidder requests price increases that exceed the rate of inflation determined by the CPI, the contract may not be renewed. The District reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the District. To petition for price increases or decreases or for consideration of new products, complete the district provided Bid Form and email to Jill.Whittenberg@LMSVschoools.org by June 1, 2024 or June 1, 2025 respectively.
6. **Price Decreases:** If prices decrease during the term of this contract, the successful bidder must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing. The lower prices shall remain in effect for the balance of the contract period, or for as long as the lower prices are in effect. Complete the district provided Bid Form and email to Jill.Whittenberg@LMSVschoools.org.
7. **Return of Discounts, Rebates, and Credits:** During the term of the contract, the Bidder shall ensure that all discounts, rebates, and credits received by the Bidder from its suppliers are fully disclosed to the District. The Bidder is required, by law, to provide documentation to the District of any discount, rebate, and other applicable credits, including but not limited to, price reductions due to product promotions, volume purchasing, online ordering or other electronic ordering systems, prompt payment or advance pay, or any activity that results in lowering the product cost paid by the District. All discounts, rebates, allowances, and incentives must be returned to the La Mesa-Spring Valley School District within fifteen (15) working days after receipt by the Bidder.
8. **Fuel Surcharges:** Additional fuel surcharges on invoices will not be accepted, as delivery is F.O.B. destination with any delivery costs to be included in bid pricing. Request for a waiver will not be granted, including during periods of volatility in the petroleum market.
9. **Telephone Charges:** If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for orders, complaints, adjustments, shortages, failure to deliver, etc.), the successful Bidder shall accept charges for such calls on a reverse charge basis.

TERMS AND CONDITIONS (continued)

10. **Errors and Omissions:** If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Addenda will be posted on the District website <https://www.lmsvschools.org/purchasing-services/>.
11. **Bid Form:** The Bid Form defines the requirement of items to be purchased, and must be completed and submitted with the bid. Prices must be quoted in units specified on the Bid Form. Each item must be considered separately and not in combination with other items unless otherwise specified on Bid Form by the District. Trade discounts must be deducted from price offers and only the net amount shown on bid form. In case of error, unit prices will govern and extensions will be corrected.
12. **Integrity of Bid Documents:** Bidders shall use the original Bid Forms provided in this solicitation and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form if sufficient space is not available on the original form. Any modifications or alterations to the original bid documents by the Bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations that a Bidder wishes to propose must be clearly stated in the Bidder's bid response and presented in the form of an addendum to the original bid documents.
13. **Invoicing and Billing Period:** The billing period shall begin on the first day of each month and shall end on the last day of each month. Invoices will be prepared for items delivered and accepted at contracted prices so that one priced, extended, and signed copy will be left with the shipment at the time of delivery. The bidder will retain a second copy to support the monthly statement.

The bidder will be paid in accordance with payment terms herein upon receipt of summary invoices (statement) for previous month's billing period. Deliveries for the last day of the billing period must be included on the summary invoice for that billing period. Separate summary invoices shall be rendered for each school.

All invoices shall include the following information:

- Business name, address and phone number.
- Invoice number and date.
- Designated line for La Mesa Spring Valley School District signature.
- Ship to address.
- Product description.
- Product quantity for each item ordered.
- Unit and extended price for each item on order.
- Total price of order/invoice.

14. **Monthly Statements:** Statements shall be mailed within five (5) working days after the last day of the month to facilitate payment. In addition, the vendor will provide along with the statements, a monthly recap of purchases by school to include the item description, total units purchased per item and the total cost per item purchased. Payment will be made on itemized statements with the prices stipulated herein for items delivered and accepted. Payment terms NET 30. For prompt payment, billing must be accurate in all details, and invoices must be submitted to:

La Mesa-Spring Valley School District
Attn: Child Nutrition Department / Jill Whittenberg
3838 Conrad Drive, Spring Valley, CA 91977

15. **Credit Memos:** The bidder shall agree to accept, for full credit, the return of any items received which are found to be defective in quality or defective in packaging so as to render the item unusable for its intended purpose. All products of unacceptable quality, as determined by the District, will be returned. Credits may be provided by separate credit memo or by an adjustment to the original invoice.

TERMS AND CONDITIONS (continued)

16. **Delivery Credits:** Any overages/shortages must be specifically noted. All credit invoices must be submitted within 10 days of delivery. For merchandise short on delivery, a separate credit memo shall be provided to each location at the time of delivery. Vendor shall immediately mail a copy of price and extended credit directly to:
La Mesa-Spring Valley School District
Attn: Child Nutrition Department / Jill Whittenberg
3838 Conrad Drive
Spring Valley CA 91977
17. **BID Negotiations:** A bid response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar intent, will be considered as non-responsive to that specific item.
18. **BID Warranty:** Bidders warrants to the District that all goods and services rendered shall conform to the contract requirements (including all descriptions, specifications, and attachments made a part hereof), and will be fit for use as reasonably intended by the parties. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach within 30 days.
19. **Compliance with OSHA:** Bidders agrees that all items offered must comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that bidder will indemnify and hold the District harmless for any failure to so conform.
20. **Safety Data Sheet:** For all products requiring a Safety Data Sheet, as defined under 29 CFR 1910.1200, the District requires that a Safety Data Sheet accompany all orders at the time of delivery.
21. **Food Security:** Bidders shall ensure that all food and beverage products meet local, State and Federal health and safety guidelines, and that appropriate precautionary measures are taken to ensure the purity and integrity of food products throughout the supply chain. Bidders shall take appropriate measures to safeguard the purity and integrity of their products during production, storage, and transportation, prior to the product reaching La Mesa-Spring Valley school sites.
22. **Vehicle Safety and Security:** Bidder's representatives operating vehicles on District property shall use extreme caution at all times – maximum speed is 5 mph. While onsite, Bidder shall not obstruct any passageways or other means of egress and shall not leave the site without first securing the work area and eliminating any hazardous condition resulting from the Bidder's activities.
23. **Product Substitution and Shortages:** This contract does NOT allow for product substitution without written authorization from the Director of Child Nutrition. The successful Bidder shall promptly notify the Child Nutrition Director or designee a minimum of 24 hours in advance if an item cannot be delivered within the specified delivery time. An equal or better substitute product must be made available to the District immediately for approval and subsequent distribution to school sites, at no additional charge to the District for product, freight, or redelivery to District sites. All substitutions in quality and quantity must receive prior approval from the Child Nutrition Director or designee in order to qualify for payment. If substitution is unavoidable due to market conditions, Bidder must provide equivalent item for District approval at no additional cost to the District for the product or freight. The Bidder shall designate one representative to be available by 7:00 a.m. on each delivery day, to have the authority to make decisions regarding shortages and product substitutions.
24. **Estimated Quantities:** Quantities specified herein are estimates only, based on prior year usage. They are submitted as information for the bidder. Actual purchases may vary from item to item and the District cannot guarantee that items will be purchased exactly as indicated. Purchase order quantities and issuances will be made on an as-needed basis, depending on customer participation. **There will be no minimum order requirements for any item listed on this bid.**
25. **Inspection and Testing:** The Bidder agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the Bidder's facilities. The District shall also have the right to test at its own cost the materials supplied under this contract. The District may request to review the Bidder's current Hazard Analysis Critical Control Point (HACCP) food safety system for their facility to insure optimum storage and distribution practices.

TERMS AND CONDITIONS (continued)

26. **District Inspection:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Bidder of any obligation to fulfill this contract. If any item shall be found defective at any time before final acceptance of the complete delivery, the Bidder shall immediately remedy such defect in a manner satisfactory to the District. Defective items shall be made good by the bidder, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted.
27. **Force Majeure Clause:** Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the contractor or the school district.
28. **Damage:** The successful Bidder shall promptly correct all deficiencies, defects, and/or damages in equipment or products delivered to the District in accordance with this solicitation. All corrections shall be made within 10 calendar days after such deficiencies, defects and/or damages are verbally reported to the Bidder by the Child Nutrition Department. The Bidder shall be responsible for filing, processing, and collecting all damage claims against the shipper when applicable.
29. **Liquidated Damages:** The District shall hold the successful Bidder liable and responsible for all damages which may be sustained because of his/her failure to comply with any conditions herein. If the successful bidder fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful bidder. Costs accrued by the District for a purchase resulting from a failure to perform, shall be invoiced to the successful bidder or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. In addition, a charge of \$50.00 will be assessed to cover administrative costs for processing of third party orders resulting from non-performance.
30. **Termination for Default:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, order services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.
31. **Award to Next Best Bidder:** In the event of default or non-availability of product, the District reserves the right to use the next best Bidder and their stated bid prices as needed.
32. **Termination of Contract for No Cause:** The District may terminate this Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the District.
33. **Compliance with Laws:** Seller shall, in the performance of work under District's order, fully comply with all applicable Federal, State and local laws and regulations. In the event of any conflict or ambiguity between instructions contained in this solicitation and state or federal law or regulations, the latter shall prevail.
34. **Governing Law and Venue:** In the event of litigation, the BID documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

TERMS AND CONDITIONS (continued)

35. **Buy American Provision:** (7 *CFR*, sections 210.21[d] and 220.16[d]; U.S. Department of Agriculture Policy Memorandum SP 38-2017)

Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Domestic commodities or products are defined as agricultural commodities (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed products (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains an M/MA and grain component) that are processed in the United States using substantial agricultural commodities that are produced in the United States. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

All **creditable** food products must comply with the Buy American Provision requirement in 7 *CFR*, sections 210.21(d) and 220.16(d). **Note:** The SFA is not required to adhere to the domestic requirement for foods that are not creditable food components, such as for spices, oils, or condiments.

Exceptions to the Buy American Provision will be used as a last resort and are only allowable for one of the two exceptions listed below and outlined in further detail in the USDA Policy Memorandum SP 38-2017: Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

1. The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, such as bananas or pineapples.
2. Competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product.

Vendors/distributors must document and inform the SFA of exceptions to the Buy American Provision requirement *prior* to delivery of the nondomestic commodity or product. Exceptions must be provided in writing and approved by the Child Nutrition Director prior to delivery.

The documented exception shall include the following:

- A description of the nondomestic item.
Alternative domestic commodities or products (if applicable).
- A synopsis was done by the vendor to determine cost and availability of the item.
- Documentation outlining the price of both domestic and nondomestic commodities or products or lack of availability to justify the exception.
- The dates that the:
 - Vendor informed the SFA of the nondomestic commodity or product substitution,
 - Child Nutrition Director agreed to accept this food item in advance of delivery, and
 - Commodity or product was received by the SFA.

36. **Americans with Disabilities Act:** Bidder assures the District that it complies with the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations (42 U.S.C. 12101 et seq.).

TERMS AND CONDITIONS (continued)

37. **Permits and Licenses:** The Bidder shall obtain and, at their expense, pay for any/all licenses/permits required by law for accomplishing any work required in connection with this contract.
38. **Independent Contractor Status:** The relationship between the Bidder and the District is a contractual relationship. While engaged in carrying out the terms and conditions of the Contract, the Bidder is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
39. **Non-Collusion Declaration:** Each Bidder submitting an offer shall execute and submit a non-collusion declaration in the form attached hereto. Failure to submit such non-collusion declaration shall be grounds to reject an offer as non-responsive.
40. **Drug-Free Workplace:** Bidder warrants that Bidder is knowledgeable of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.), regarding a drug-free workplace and shall abide by and implement its statutory requirements.
41. **Fingerprinting Requirements:** Education Code Section 45125.1 states that if employees of any Bidder providing school site janitorial, administrative, landscape, transportation, food-related or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony.

An exception would be if the employee(s) only has limited contact with students and will be in the presence and supervision of school district adult employees 100% of the time that students were present. If this is the case, the Bidder shall certify on the Fingerprinting Certification Form regarding requirements in lieu of fingerprinting each employee.

42. **Anti-Discrimination:** The District's policy is that Bidders conducting work under this contract will not discriminate against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Bidder agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and 1726. In addition, the Bidder agrees to require like compliance by any subcontractors employed on the work. Bidder must sign the AFFIRMATIVE ACTION POLICY which must be attached and become part of the bid.
43. **New Product Procurement after Contract Award:** The District reserves the unconditional right to add other items to the contract after the contract has been awarded to a Bidder. Prices for additional items will be negotiated. This includes new/improved products, additional flavors, or different size capacities. The awarded Bidder shall submit pricing and product specifications to the District for final approval before delivery of any such items. Prices shall be based on the same terms and conditions contained herein.
44. **Product Recall:** In the event a Bidder's product is recalled, Bidder will immediately notify the Director of Child Nutrition. Bidder will be responsible for picking up product and providing replacement, payment, or credit at the District's discretion. Replacement, payment, or credit for recalled items shall be made within 30 days of the date of notification to the District.
45. **Indemnification and Hold Harmless:** Bidder shall indemnify and hold harmless the District, its Board of Education, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to all expenses of litigation, court costs, penalties, and attorneys' fees and other fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of Bidder, its agents, servants, employees, agents, representatives, persons or entities engaged as independent Bidders by Bidder and suppliers, provided, however, that Bidder shall not be required to indemnify for the acts of intentional misconduct or negligence by the party to be indemnified.
46. **Insurance Requirements:** The Bidder, at its sole cost and expense, shall maintain and shall cause each subcontractor to maintain Public Liability and Property Damage insurance to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. Minimum Required Commercial General Liability coverage shall include both bodily

TERMS AND CONDITIONS (continued)

injury and property damage as follows.

<u>COVERAGE</u>	<u>MINIMUM LIMITS</u>
General Aggregate	\$2,000,000 (annual)
General Liability	\$1,000,000 per occurrence
Automobile Liability (Combined Single Limit)	\$1,000,000 each occurrence
Worker's Compensation	\$1,000,000

Prior to commencement of performance of this Agreement, the Bidder shall furnish to the District a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming La Mesa-Spring Valley School District as an additional insured under the Comprehensive General Liability coverage, and providing that no policies may be canceled without thirty (30) days' advance written notice to the District. Such certificate shall be delivered to District concurrent with the execution of the agreement. Failure to take out or maintain the required insurance and furnish evidence thereof may be considered default by the Bidder.

An endorsement must be issued by the successful Bidder's insurance carrier amending the Bidder's general liability policy naming the La Mesa-Spring Valley School District, Board members, and the officers, agents, employees and volunteers of the District, individually and collectively, as additional insured.

47. **Worker's Compensation:** The Bidder shall maintain and shall require all of its subcontractors to maintain Worker's Compensation insurance that meets statutory limits required by the California Labor Code. Successful Bidder must provide proof of Workers' Compensation insurance prior to the effective date of this agreement. Failure to furnish such evidence will result in the District declaring the Vendor to be non-responsive or non-responsible.
48. **Certification Regarding Suspension and Debarment, Lobbying:** Bidders who will perform more than \$100,000 in business with the District during the fiscal year must complete the Suspension and Debarment Certification, Certification Regarding Lobbying Form (and, if applicable, Disclosure of Lobbying Activities) forms, included as a part of the BID package. The District is prohibited from contracting with Bidders that are on the U.S. General Services Administration's Suspension and Debarment List. The Suspension and Debarment Certification is required to document that the Bidder or any of its key employees have not been debarred, proposed for debarment, or suspended by a Federal agency. Additionally, the District is required to obtain information from the Bidder regarding lobbying activities.
- If the debarment/suspension occurs during the term of the contract, the District will not exercise its right to renew under the contract conditions.
49. **Contract Progress Meeting:** The successful Bidder shall be required to attend contract progress meetings as requested by the District during the term of this agreement. At these meetings, the District will appraise the Bidder of how the District assesses the Bidder's performance under this agreement/contract. Additionally, the Bidder shall appraise the District of any operational problems being experienced.
50. **Pre-Award Meeting:** The apparent low responsive and responsible Bidders may be required to attend a pre-award meeting with District representatives, within five (5) calendar days of District request. The purpose of the pre-award meeting will be to discuss and evaluate the Bidder's experience in the performance of a contract of similar scope, to discuss the invoicing and credit requirements, and to assure District representatives that the Bidder possesses an understanding of the scope of the contract, including the service, insurance, and delivery requirements of the District. The decision of the District's representatives as to the ability of the Bidder to successfully service this Contract in accordance with the requirements shall be final.
51. **Delivery Conditions:** The Bidder's delivery person shall display identification as an employee of the Bidder and check in with the Child Nutrition Supervisor or designated representative upon arrival at the school site prior to unloading product into the facility. The Bidder, or their agent, is responsible for unloading the merchandise and placing it inside the building in an area designated by an authorized representative of the District. If the Bidder, or

TERMS AND CONDITIONS (continued)

their agent, is unable to unload the merchandise the order may be refused at the discretion of the District. Child Nutrition staff members shall not be required to enter Bidder's vehicles to verify any issues related to the delivery.

52. **Notification of Late Delivery:** The successful vendor shall promptly notify the Child Nutrition Director or designee a minimum of 24 hours in advance if an item cannot be delivered within the specified delivery time. The District reserves the right to purchase food at a fair market value from another source. The vendor shall pay the District the price difference between the original bid price and the price of the substituted food item(s). Late deliveries and product shortages can result in the vendor being recommended for default, as defined in the contract.
53. **Condition of Product at time of Delivery:** Vendors shall assure that refrigerated trucks are used to protect perishable products during transport and that these trucks comply with all ServSafe/Hazard Analysis Critical Control Point (HACCP) regulations. Upon delivery, all products shall be in compliance with applicable specifications and will be examined by the District's representative for cleanliness and soundness. The successful vendor must credit the District the full value of any product that is discovered to have an expired date code, is defective, or is considered to have been tampered with in any way prior to its arrival at the District's school sites. This includes any hidden damage discovered after acceptance and delivery at the District's school sites.
54. **Sanitation/Safety:** The successful vendor will warrant that all food shall be fresh, clean, wholesome upon delivery, and prepared in properly equipped facilities under modern sanitary conditions in accordance with the best commercial practice. All items shall be free from decay, discoloration, foreign matter, and shall pass through metal detection before packaging. Containers shall be clean, sound, compact, sturdy, and sealed. If the food has already been delivered the successful bidder will be required to pick up the unacceptable food and issue a credit or provide a replacement in 10 days. All products shall bear visible freshness code dates and shall meet industry standards for remaining shelf-life upon delivery to the schools.
55. **Past Performance:** A Bidder may be ruled "non-responsible" based upon Bidder's unacceptable past performance with the District which may include but is not limited to: late/non deliveries, partial deliveries, delivery of wrong materials, products, not meeting specification, providing incorrect prices, invoicing problems, default, etc.
56. **References:** Bidders must provide a minimum of three (3) customer references that are current within the last three years. These references must have received services that were similar in the scope and nature of the services being requested in this solicitation. The District may contact any or all references during the evaluation process. Bidders must complete the Bidder Profile/References form contained herein.
57. **Conflicts in the Contract Documents:** The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service shall supersede any inconsistent version of these documents.
58. **Headings and Captions:** The headings and captions used in this Contract are for convenience only. They are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.
59. **Gifts and Gratuities:** It is the policy of the District not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from Bidders, members of their staffs, or families.
60. **Bid Tabulations:** Tabulations of bids will be made available to Bidder provided a request is made in writing to the Director of Business Services.

TERMS AND CONDITIONS (continued)

61. **BID Schedule:**

Event	Date
Advertising Dates	03/20/2023 and 03/27/2023
Questions due from Proposers	04/03/2023 at 2:00 PM IN WRITING
Addendum and Responses to Proposers, Posted on District website	04/10/2023 by 6:00 PM POSTED ON WEBSITE
Proposals Due	04/18/2023 by 2:00 PM
Announcement of Recommendation of Contract Award	04/25/2023 by 4:00 PM
Protest Deadline	05/2/2023 by 4:00 PM
District Board Meeting - Award of RFP	05/09/2023
Term of Contract	07/01/2023 – 06/30/2024 Option to renew for two (2) one-year periods.

ALL questions need to be in writing and sent to Robert.Cochran@lmsvschools.org by 2:00 pm on April 18, 2023. **Any addendums and answers to questions will be posted on the District website on the date specified under Schedule in the Terms and Conditions section of the BID documents. Any addendums and Questions and Answers must be returned signed with the bid documents.**

62. **Protests by Bidders:**

A bidder may protest a bid award if he/she believes that the award is inconsistent with Board policy, the bid specifications, or is not in compliance with law. A protest must be filed in writing with the Superintendent or designee before 4 p.m. of the fifth business day following the bid opening. The bidder shall submit all documents supporting or justifying the protest. A bid applicant’s failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

Any bidder submitting a BID may file a protest of the district’s intent to award the Contract provided that each and all of the following conditions are met:

1. The protest must be submitted in writing to the district (email is not acceptable), before 4 p.m. of the fifth business day following Announcement of Recommendation of Vendor Contract Award.
2. The initial protest document must contain a complete statement of any and all bases for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the BID protest; any matters not set forth in the written BID protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.
3. The protest must refer to the specific portions of all documents which form the basis for the protest.
4. The protest must include the name, address and telephone number of the person representing the protesting party.

TERMS AND CONDITIONS (continued)

5. Any BID protest not conforming to the foregoing shall be rejected by the district as invalid. Provided that a BID protest is filed in strict conformity with the foregoing, the district's Assistant Superintendent, Business Services, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the BID protest. The Assistant Superintendent, Business Services or other individuals designated by him/her shall provide the bidder submitting the BID protest with a written statement concurring with or denying the BID protest within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.
6. The Board will render a final determination and disposition of a BID protest by taking action to adopt, modify or reject the disposition of a BID award as reflected in the written statement of the Assistant Superintendent, Business Services or his/her designee. Action by the district's Board relative to a BID award shall be final and not subject to appeal or reconsideration by the district, any employee or officer of the district or the district's Board.
7. The rendition of a written statement by the Assistant Superintendent, Business Services (or his/her designee) and action by the Board to adopt, modify or reject the disposition of the BID award reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the BID process, the district's intent to award the Contract, the district's disposition of any BID protest or the district's decision to reject all BIDs.
8. The procedure and time limits set forth are mandatory and are the BID applicant's sole and exclusive remedy in the event of BID protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the BID protest, including filing a Government Code Claim or legal proceedings.

SPECIFICATIONS/CONTRACT SCOPE

1. **General:** La Mesa-Spring Valley School District is soliciting bids from qualified vendors to provide FRESH BAKED bakery products, not frozen, and made from the best quality enriched wheat flour and other ingredients pure and of good quality. All bakery products shall be properly labeled requiring a product information sheet and wrapped to ensure proper delivery. All breads, buns, and rolls shall conform to the Food and Drug Administration Federal Agency Bakery Products Definition and Standards. All bread must be uniformly sliced.

All materials furnished must be in conformity with the specifications and will be subject to inspection and approval by the Director of Child Nutrition after delivery. The right to reject is reserved and return is at the risk and expense of the vendor if such portion of any shipment, which may be defective or fail to comply with specifications, without invalidating the remainder of the order, if rejected, it will be held for disposition at the expense and risk of the vendor.

Work to be done under this contract includes, but is not limited to; providing all labor, materials, supervision, equipment, incidentals, and related items necessary to complete the work in accordance with the specifications contained herein.

2. **Bid Form:**

- a. Submission

- i. Bidders must quote each item.
 - ii. Bidders must provide Unit Price and Extended Price for each item.
 - iii. Bidders should provide the Total Extended Cost.
 - iv. The Estimated Yearly Quantity information represents the annual APPROXIMATE USAGE. They are provided as information for the bidder. Actual purchases may vary from item to item and the District cannot guarantee that items will be purchased exactly as indicated. Purchase order quantities and issuances will be made on an as needed basis, depending on customer participation.
 - v. Bidder certifies that prices are the lowest offered any comparable customer and the District will be given the benefit of any lower prices or price decrease during the term of the contract.
 - vi. Bids stating, "will negotiate" or "to be determined" or "No Bid" or similarly vague language will be considered as non-responsive and will be subject to rejection of bid.
 - vii. Alternate bids will be rejected.

- b. Pricing

- i. Prices quoted will be for the term of the contract year.
 - ii. Bidders must quote the net pricing including applicable labor, materials, shipping and fuel charges.
 - iii. Bidders must quote for **FOB DESTINATION to individual school sites** as indicated in the bid.
 - iv. Bidder must indicate quantity breaks and price reductions, if any, of items which are drop shipped directly from manufacturers.

- c. Errors

- i. The accuracy of unit cost quotes are the sole responsibility of the bidder.
 - ii. Errors in price computations do not relieve bidder from unit cost quoted.
 - iii. Should there be any error in extension, addition, or computation, the District shall be entitled to correct such errors based on the unit prices shown, and the corrected extended price shall be considered as representing the intention of the bidder and be used as the basis for comparison of bud submissions.

3. **Method of Award:** The contract will be awarded as one lot to the lowest responsive and responsible vendor based on Total Extended Price on the Bid Form. The intent of the District is to secure one primary distributor to satisfy this contract with products that provide the "Best Value to the District." If unable to award as a complete package, the District will evaluate bids and may award a second contract.

SPECIFICATIONS/CONTRACT SCOPE (continued)

4. **Order Placement:** The District prefers to use a computerized ordering system where all orders are electronically transmitted to the vendor. The need to electronically transmit orders is important because it represents a cost and time savings and eliminates errors as well as being a currently accepted business-to-business standard.

In lieu of the electronic transmittal of orders, the Child Nutrition Department will place orders on an “as required” basis by using electronic mail or telephone. No substitutions will be allowed without written permission from the Child Nutrition Director. If substitutions are made without prior written permission, a vendor may be removed from bidder list for a period of two years. Emergency orders should be filled as soon as possible. During the term of the contract, with the full cooperation of Vendor, the District may research and implement innovative approaches to streamline the ordering system.

5. **Delivery Requirements:**
- a. The District will not accept back orders on any food service items.
 - b. All deliveries to the specified destination are to be **FOB DESTINATION only**.
 - c. The vendor must guarantee delivery of complete shipments within ten (10) days after receipt of order.
 - d. Deliveries must conform to time line requirements. Any items not received on schedule will be considered cancelled and are not to be invoiced.
 - e. All deliveries will be made between the hours of 6:00 am and 8:00 am. Failure to complete orders within this time frame may result in termination of the contract.
6. **Delivery Ticket:**
- a. An itemized bill of lading must be furnished to each delivery site at the time of delivery.
 - b. The bill of lading must state the purchase order, release number (if any), delivery date, vendor name, merchandise and quantity delivered.
7. **Delivery Schedule:** The successful bidder will be required to make deliveries to the schools listed below and conform to each school delivery time requirement. All deliveries will be FOB DESTINATION.

Vendor agrees to furnish and deliver, at all times during the period of the contract, the items and articles which may be awarded to the vendor, in such amounts and quantities within the terms of the contract, to the following eleven schools sites between the hours of 6:00 A.M and 8:00 P.M.:

a. Middle Schools receive approximately 2 deliveries per week by 6:00 A.M

School Name	Address	City	Phone #
La Mesa Arts Academy	4200 Parks Ave	La Mesa	(619) 668-5730 x2185
Parkway Middle	9009 Park Plaza Dr.	Spring Valley	(619) 668-5810 x1185
STEAM Academy @ La Presa	1001 Leland St.	Spring Valley	(619) 668-5720 x4185
Spring Valley Academy	3900 Conrad Dr.	Spring Valley	(619) 668-5750 x3185

b. Elementary Schools receive approximately 1 delivery per week before 8:00 A.M.

School Name	Address	City	Phone #
Avondale Elementary	8401 Stansbury St.	Spring Valley	(619) 668-5880 x4285
Bancroft Elementary	8805 Tyler St.	Spring Valley	(619) 668-5890 x4393
Kempton Elementary	740 Kempton St.	Spring Valley	(619) 668-5870 x4493
La Mesa Dale Elementary	4370 Parks Ave	La Mesa	(619) 668-5740 x2285
La Presa Elementary	519 La Presa St.	Spring Valley	(619) 668-5790 x4593
Loma Elementary	10355 Loma Lane	Spring Valley	(619) 668-5700 x3685
Murdock Elementary	4354 Conrad Dr.	La Mesa	(619) 668-5775 x3489
Rancho Elementary	8845 Noeline Ave.	Spring Valley	(619) 668-5885 x4685
Sweetwater Springs	10129 Austin Dr.	Spring Valley	(619) 668-5895 x3785

SPECIFICATIONS/CONTRACT SCOPE (continued)

8. **Packaging**

All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

9. **Labeling:** All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. All ingredients shall be listed by their common or usual name in descending order of predominance by weight. Labels must also include a list of any "Top 8" allergens present in the product. These include milk, eggs, fish, shellfish, tree nuts, peanuts, wheat, or soybeans.

Packages shall clearly be labeled with product name, open code dating, and weight. Cases of product must indicate pack code or expiration date. If code is encrypted, the District may request that Vendor provide key from manufacturer to decode information.

10. **Nutrition Policy:** The District requires that all food items have only the minimum amount of sodium, fat, sugar, and/or other additives that are absolutely necessary for food preservation and safety, while still providing a product with good flavor, texture, and palatability. The finished product must be a product with good flavor and texture that is palatable to students.
11. **Ingredients:** All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. The District discourages the use of the following ingredients: monosodium glutamate (MSG), high fructose corn syrup (HFCS), peanuts, peanut protein, or peanut byproducts, Trans fatty acids/partially hydrogenated oil, red dye #40, and yellow dye # 5. The District reserves the right to award or not award items that contain any of the preceding ingredients. The District may request information regarding the presence or absence of gluten, or any other ingredient, at any time.
12. **Trans Fat:** State law prohibits any food items containing artificial Trans fat unless the manufacturer's documentation or the nutrition facts label lists the Trans fat content as less than 0.5 grams per serving. A food item contains artificial Trans fat if it contains partially hydrogenated vegetable oil.
13. **Nutrition Information:** In order to accommodate the computerized menu system used by the Child Nutrition Department, the successful bidder shall be required to provide a complete nutrient analysis of products, as requested by the District. The nutrient information may be obtained from an independent laboratory report.

The following information will be required from the manufacturer: weight (gm), calories (kcal), moisture (gm), carbohydrate (gm), protein (gm), total fat (gm), saturated fat (gm), trans fats (gm), cholesterol (mg), ash (gm), sodium (mg), iron (mg), calcium (mg), Vitamin A (I.U.), Vitamin C (mg), Vitamin D (I.U.), fiber (gm), sugar (gm), thiamin (mg), riboflavin (mg), niacin (mg), Vitamin B6 (mg), and folic acid (mcg).

Vendor must submit with their bid package all nutrient documentation for each item on the Bid Form. Such documentation shall include Nutrition Facts panels, ingredients lists, CN labels (where applicable), Product Formulation Statements (where applicable), and the Nutrient Data Submission Form included in this bid.

14. **Manufacturer's Date Code:** Vendor shall notify the District if the manufacturer's code is one of the following: Sell-by or Pull-by date; Use-by date; Expiration date; Best-by date, or Pack date (state how long product is good for from pack date). The vendor must provide the District an explanation of the manufacturer's expiration date code. **Any deliveries made that do not meet these criteria will be refused.**

SPECIFICATIONS/CONTRACT SCOPE (continued)

15. **Hazard Analysis Critical Control Point (HACCP) Program:** Federal and State regulations require all suppliers to have a HACCP system in place. The District has a vigorous HACCP plan in place and will **inspect all deliveries** for correct temperatures and conditions. Any item(s) which do not fall within acceptable critical control point (CCP) limits **will not be accepted**. The successful Vendor must provide documentation prior to starting work stating that they have a HACCP program in place or documentation of manufacturing practices that follow food safety compliance.
16. **Product Formulation Statements (PFS):** Food products that are not CN-labeled but which will be used as part of the Meat/Meat Alternate and/or Grains components of the Child Nutrition meal patterns must have Product Formulation Statements (PFS) documenting the calculations used in determining the ounce equivalent contributions. Vendor must supply PFS for all awarded products that provide Meat/Meat Alternate and/or Grains contribution but do not have CN labels. The PFS must be signed and dated by a company representative. Sample Product Formulation Statements are available upon request.
17. **Notification of Product Reformulation:** If at any time during the contract period an awarded item is reformulated, packaged differently, or changed in some other way, vendor must provide District updated ingredients list, Nutrition Facts panels, CN labels (if applicable), and Product Formulation Statements (if applicable). Additionally, any time one of these documents is revised, the vendor must send revised copies to the District.

**NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the

_____ (Title)

of _____ (Name of Company)

the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this:

_____ day of _____

City of _____, State of _____

Signed: _____

Title: _____

THIS PAGE MUST BE SUBMITTED WITH YOUR BID

FINGERPRINTING CERTIFICATION FORM
Michelle Montoya School Safety Act (Ed Code Section 45125.1)

State of California)
County of _____) ss.

1. I certify that none of my employees who may come into limited contact with students has pending criminal proceeding for a felony as defined by Education Code Section 45122.1, nor has ever been convicted of a felony as defined in Section 454122.1.
2. The names of each employee who may come into limited contact with pupils are listed below.

It is our opinion that the nature of the services provided by our company to your District is outside the scope and/or intent of Education Code 45125.1.

We have, however, adopted a policy within our company that requires all employees, when on company business at school sites, to be in the presence and supervision of school district adult employees when students are present. Since our business activity only involves limited contact or no contact with students and 100 percent supervision by school adult personnel, it is unnatural and unlikely that our employees would be without school district adult supervision at any time students are present.

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

Company Name: _____
Officer
Signature: _____
Title: _____
Date: _____

THIS PAGE MUST BE SUBMITTED WITH YOUR BID

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the La Mesa-Spring Valley School District (hereinafter referred to as the "District") and

(hereinafter referred to as the "BIDDER")

This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the Bidder or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision "A," and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either: (a) made a false certification herein; or (b) violated this certification by failing to carry out the requirements of Section 8355; the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the Act.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Company Name: _____

Name (typed/printed)

Title

Signature

Date

THIS PAGE MUST BE SUBMITTED WITH YOUR BID

TOBACCO-FREE WORKPLACE CERTIFICATION

BID No.: FB 22/23-004

BID Name: Bread

Company Name: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- (i) The undersigned is a duly-authorized representative of the Company and, in that capacity, has executed this certification on behalf of the Company.
- (ii) The Company shall ensure a tobacco-free workplace by providing the following provision, in writing, to each person providing any labor or services on or at the District site, including, without limitation, any delivery personnel:

All properties and facilities operated by the La Mesa-Spring Valley School District are tobacco-free work places. It is strictly forbidden while in, on or at any District property or facility (whether owned or leased) to smoke, chew or otherwise use tobacco products. The Company shall require each person (including without limitation, any employee of the Company) found in violation of these requirements to permanently leave the District property and the Company shall not thereafter permit such person to be present, on or at the District.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

THIS PAGE MUST BE SUBMITTED WITH YOUR BID

AFFIRMATIVE ACTION FORM

“Contractor hereby certifies to the La Mesa-Spring Valley School District that I (if individual) or we (if company or corporation) do not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex as outlined in California Government Code Section 12940.”

Company Name: _____

Name (typed/printed)

Title

Signature

Date

THIS PAGE MUST BE SUBMITTED WITH YOUR BID

NUTRIENT DATA SUBMISSION FORM

Product Description:

Product Name: _____ Case Pack: _____
 Brand Name: _____ Servings per Case: _____
 Manufacturer: _____ Serving Size: _____
 Product Code: _____ Cost Per Serving: _____
 Weight Per Serving: _____

Nutritional Information per Serving: If you do not have information on a nutrient, write "M" or "missing". If this product does not contain a particular nutrient, write "0" (zero).

NUTRIENTS			NUTRIENTS		
Calories:	_____	Kcal	Trans Fat	_____	g
Total Carbohydrate:	_____	G	Cholesterol:	_____	mg
Dietary Fiber:	_____	G	Sodium:	_____	mg
Sugars:	_____	G	Iron:	_____	mg
Protein:	_____	G	Calcium:	_____	mg
Total Fat:	_____	G	Vitamin A:	_____	IU
Saturated Fat:	_____	G	Vitamin C:	_____	mg

IU = International Units

Does this product contain any of the following?	Yes	No
Monosodium Glutamate (MSG)	_____	_____
Artificial Food Coloring (such as Red #40 or Yellow #5)	_____	_____
Added animal fat (lard or tallow) or Tropical Oils (coconut, palm, palm kernel)	_____	_____
Peanuts, Peanut Oil, or Peanut Derivatives	_____	_____
Gluten Proteins (albumins, glutelins, globulins, and prolamins)	_____	_____

Contribution to School Meal Requirements per Serving:

_____ **Ounce equivalents of Meat/Meat Alternate**
 _____ **Ounce equivalents of Grain/Bread**
 _____ **½ Cup equivalents of Fruit**
 _____ **½ Cup equivalents of Vegetable**
 _____ **Fluid Milk Servings (8 fluid ounces)**

FORM MUST BE COMPLETE OR IT WILL NOT BE CONSIDERED

_____ Company Name	_____ Address
_____ Authorized By (signature)	_____ City, State, Zip Code
_____ Authorized By (typed/printed)	_____ Phone Number
_____ Date	

BIDDER PROFILE

Qualifications of Bidder: Bidder must have the capability and capacity in all respects to fully satisfy the contractual requirements as specified. Indicate your company name and the length of time you have been in business providing this type of service:

Name of Bidder: _____

Years and Months in Operation: _____

Years and Months Providing Service to School Districts: _____

BIDDER REFERENCES

Bidders shall provide a listing of at least three (3) references for which the company has provided specified goods/services of the same or greater scope offered within the last three (3) years. La Mesa-Spring Valley School District cannot be used as a reference. The District reserves the right to contact the references regarding the performance of the proposed system and the qualifications of the Bidder.

1 Agency Name:

Business Address: _____

Contact Person: _____

Telephone Number: _____

Email Address: _____

Size/Scope of Contract: _____

Dates of Service: _____

2 Agency Name:

Business Address: _____

Contact Person: _____

Telephone Number: _____

Email Address: _____

Size/Scope of Contract: _____

Dates of Service: _____

3 Agency Name:

Business Address: _____

Contact Person: _____

Telephone Number: _____

Email Address: _____

Size/Scope of Contract: _____

Dates of Service: _____

THIS PAGE MUST BE SUBMITTED WITH YOUR BID

BID FORM

Item No.	Item Description	Unit of Measure	Estimated Annual Usage	Unit Price	Extended Price
1.	100% WHOLE WHEAT BREAD – 1.5 LB	LOAF	300		
2.	THIN WHEAT BREAD – PULLMAN, 1.5 LB	LOAF	300		
3.	WHOLE GRAIN BREADSTICKS 12 PK	DOZ	2,000		
4.	100% WHEAT DINNER ROLL, 1.5 OZ	DOZ	4,000		
5.	WHITE WHOLE WHEAT DINNER ROLL, 1.5OZ	DOZ	4,000		
6.	WHITE WHOLE WHEAT STEAK ROLL 6 INCH HINGED	DOZ	1,200		
7.	WHOLE WHEAT STEAK ROLL 6 INCH HINGED	DOZ	1,000		
8.	HAMBURGER BUN, WHOLE WHEAT, 3.5 INCH	DOZ	9,000		
9.	HAMBURGER BUN, WHITE WHOLE WHEAT 4 INCH	DOZ	9,000		
10.	BUN, HOT DOG, WHOLE WHEAT 6 INCH	DOZ	1,200		
11.	BUN, HOT DOG, WHITE WHOLE WHEAT 6 INCH	DOZ	1,200		

Total Extended Cost: _____

The undersigned has read the bid and purposes an agrees to enter into a Contract to furnish the La Mesa-Spring Valley School District the required food products at the stated rates; subject to the Terms and Conditions of the Notice to Bidders, Contract Documents, Specification, Instructions set forth, and all Amendments, thereto, on file at the Purchasing Department of said District for the prices on the Bid Form.

The bid shall be signed by an officer/employee authorized to obligate the Contractor. By its signature hereunder, Bidder certifies, under penalty of perjury, that all information contained herein is true and correct.

Company Name

Authorized By (signature)

Name of Authorized Signer (typed/printed)

Title

Cell Number

Date

Address

City, State, Zip Code

Office Phone Number

Fax Number

E-Mail Address

Company Web Site

THIS PAGE MUST BE SUBMITTED WITH YOUR BID

BID SUBMISSION CHECKLIST

Complete this checklist to confirm the items in your bid. Place a check mark or “X” next to each item that you are submitting to the District. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package.

The Following Documents Are Required at the Time of Bid Submission:

<input type="checkbox"/>	Non-Collusion Declaration – Signed
<input type="checkbox"/>	Fingerprinting Certification Form – Signed
<input type="checkbox"/>	Drug-Free Workplace Certification – Signed
<input type="checkbox"/>	Tobacco-Free Workplace Certification - Signed
<input type="checkbox"/>	Affirmative Action Form - Signed
<input type="checkbox"/>	Nutrient Data Submission Forms (where applicable) – Signed
<input type="checkbox"/>	Bidder Profile and References
<input type="checkbox"/>	Bid Form – Signed
<input type="checkbox"/>	Bid Submission Checklist
<input type="checkbox"/>	Ingredient Lists, CN Labels, and Product Formulation Statements (where applicable)
<input type="checkbox"/>	Processed Food Registration Certificate
<input type="checkbox"/>	Addendum and Responses (if applicable) - Signed

The Following Submittals Are Required Upon Notice Of Award:

<input type="checkbox"/>	Agreement
<input type="checkbox"/>	Certificate of Liability Insurance
<input type="checkbox"/>	Proof of Workers' Compensation Insurance
<input type="checkbox"/>	Explanation of Code Dates
<input type="checkbox"/>	Suspension and Debarment Certification (For contracts \$25,000+)
<input type="checkbox"/>	Certification Regarding Lobbying (For contracts \$100,000+)
<input type="checkbox"/>	Disclosure of Lobbying Activities
<input type="checkbox"/>	Notification of Hazard Analysis Critical Control Point (HACCP) Compliance

Company Name: _____

THIS PAGE MUST BE SUBMITTED WITH YOUR BID

LA MESA-SPRING VALLEY SCHOOL DISTRICT AGREEMENT

THIS AGREEMENT, made this ___ day of _____ in the County of San Diego, State of California, by and between La Mesa-Spring Valley School District, hereinafter called the District, and _____, hereinafter called the "Bidder."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. TERM: The term of this Agreement shall be from the date of award, through the end of the 2021-2022 school year (June 30, 2022). All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.
2. SCOPE OF WORK: Bidder shall perform and render all goods and services as prescribed and required by the Notice to Bidders, Information for Bidder, Terms and Conditions, Specifications/Contract Scope, Bid Form, Agreement, and all documents forming a part of the BID package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.
3. HOLD HARMLESS CLAUSE: The Bidder must hold, keep, bear harmless and fully indemnify the District and all of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by the District or by any of its officers or agents, or articles to be supplied under this contract.
4. THE DISTRICT'S INSPECTOR: All items shall be subject to the District inspection. Inspection of items shall not relieve the Bidder from any obligation to fulfill this Contract. Defective items shall be made good by the Bidder, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Bidder shall forthwith remedy such defect in a manner satisfactory to the District.
5. REMOVAL OF REJECTED ITEMS: All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Bidder who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.
6. TERMINATION: This Agreement may be terminated by the District upon thirty (30) days written notice to Bidder. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.
7. CONTRACT RELATIONSHIP: While engaged in carrying out and complying with the terms and conditions of this Contract, the Bidder is an independent contractor, and is not an officer, employee, or agent of the District.
8. CONTRACT DOCUMENTS: The complete Contract consists of the following documents: The Notice to Bidder, Information for Bidder, Terms and Conditions, Specifications/Contract Scope, Bid Form, Agreement, and all documents forming a part of the BID package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.
9. INSURANCE PERMITS AND LICENSES REQUIRED OF THE BIDDER: The Bidder shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Terms and Conditions.

The Bidder and all of its employees/agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of the goods and services covered under this Contract. All operations and materials shall be in accordance with the law.

LA MESA-SPRING VALLEY SCHOOL DISTRICT

AGREEMENT

- 10. **DELAY DUE TO UNFORESEEN OBSTACLES:** The parties to this Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault of neglect of the party not performing.
- 11. **PAYMENTS:** Bidder will be paid upon receipt and acceptance of goods and services specified. For prompt payment, billing must be accurate in all details, and invoices must be submitted to the La Mesa-Spring Valley School District, Child Nutrition Department, 3838 Conrad Drive, Spring Valley, CA 91977. Attention: Jill Whittenberg
- 12. **COMPENSATION:** Bidder shall be compensated for the performance of its obligations under this Agreement as specified in the executed Contract Documents, incorporated herein by reference.
- 13. **PRICES:** All prices and percentages agreed upon by the parties hereto shall remain firm for the 12 month term of the contract. The Bidder agrees to this condition by signing this Agreement. Price adjustments, if any, will be submitted for consideration during the annual renewal process.
- 14. **ASSIGNMENT OF CONTRACT:** The Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the written consent of the District.
- 15. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified in this Agreement. Bidder, by execution of the Agreement, acknowledges Bidder has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

BIDDER

LA MESA-SPRING VALLEY SCHOOL DISTRICT

Signature

Signature

Name (typed/printed)

Jennifer Nerat

Name (typed/printed)

Title

Assistant Superintendent, Business Services

Title

:

Date

Date

Company
Name: _____

CERTIFICATION AND DISCLOSURE STATEMENTS

Following is an explanation of submittal requirements of the ***Suspension and Debarment Certification Statement*** and the ***Certification Regarding Lobbying*** by School Food Authorities (SFA) and Food Service Management/Consulting Companies.

Beginning with the 1998/99 school year, instructions to comply with procurement requirements by completion of these certifications will be included in the annual renewal of School Nutrition Programs.

The applicability of this information begins with the 1998/99 school year and is for SFAs that meet one of the following criteria:

The SFA's estimated annual federal child nutrition reimbursement will exceed \$100,000.

The SFA's annual contract with a vendor exceeds \$100,000.

The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds \$100,000.

Suspension and Debarment Certification

This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed \$100,000. In these instances, the SFA must obtain a completed ***Suspension and Debarment Certification*** from either the potential vendor or existing contractor before any transactions can occur between the sponsor and the vendor or contractor (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that the vendor or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While *this certification is required for all contracts in excess of \$100,000*, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. **Do not submit the certification to the California Department of Education.**

Certification Regarding Lobbying

SFAs that receive in excess of \$100,000 in annual federal meal reimbursement **must** annually complete and **submit** this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education, Child Nutrition and Food Distribution Division.

In addition, when SFAs put out bids for goods and services or renew/extend existing contracts that exceed the \$100,000 threshold, they are required to obtain a completed ***Certification Regarding Lobbying*** from either the potential vendors and/or existing contractors before any transactions can occur between the SFA and the vendor or contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted the CDE.

Also enclosed is the **Disclosure of Lobbying Activities** form. This is required to be completed if the potential or existing contractor, using other than federal funds, has paid or will pay for lobbying activities in connection with the school nutrition program agreement (Item 2 of the ***Certification Regarding Lobbying*** statement).

Applicable to Both Certification Statements

- Federal law prohibits SFAs from circumventing the \$100,000 threshold by entering into multiple contracts; each of which do not equal or exceed \$100,000, but the aggregate amount of all the contracts will equal or exceed \$100,000.
- Vendors must submit completed certifications to the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive, and the contract

renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.

SFAs with Food Service Management or Consulting Contracts

SFAs utilizing food service management or consulting companies **must** include both certification statements in all Requests for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management or consulting company must annually sign and submit to the SFA both the ***Suspension and Debarment Certification*** and the ***Certification Regarding Lobbying***. If receiving more than \$100,000 in federal reimbursement, the SFA is required to sign and submit the ***Certification Regarding Lobbying*** to the CDE, CNFDD.

Summary

● ***Suspension and Debarment Certification***

1. The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000.
2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.
3. The SFA retains certification signed by contractor with executed contract and maintains it on file.

● ***Certification Regarding Lobbying***

1. SFAs receiving in excess of \$100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.
2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds. **Retain** the certifications with bid documents.
3. The **Disclosure of Lobbying Activities** form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of ***Certification Regarding Lobbying***.)

If you have any questions, please contact Rae Vant, School Nutrition Programs Specialist, by phone at 916-445-6775 or 800-952-5609 or by e-mail at rvant@cde.ca.gov.

**SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE**

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

G:SNP:DEBARMENT

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted **ANNUALLY** by **any** child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and **any** potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
 Exceeding \$100,000 in Federal Funds**

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 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.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

Name of Food Service Management or Food Service Consulting Company:		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

California Department of Education School Nutrition Programs Unit
 Child Nutrition and Food Distribution Division April 1998
 Approved by OMB
 0348-0076

DISCLOSURE OF LOBBYING ACTIVITIES

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

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: _____
3. Name and Address of Reporting Entity: Prime _____ Subawardee Tier _____, if known Congressional District, if known: _____		<input type="checkbox"/> If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
<input type="checkbox"/> Federal Department/Agency: _____		<input type="checkbox"/> Federal Program Name/Description: CFDA Number, if applicable: _____
<input type="checkbox"/> Federal Action Number, if known: _____		<input type="checkbox"/> Award Amount, if known: \$ _____
<input type="checkbox"/> a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____		10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____
(attach Continuation Sheet(s) if necessary)		
<input type="checkbox"/> Amount of Payment (check all that apply): \$ _____ actual planned		<input type="checkbox"/> Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred Other; specify: _____
<input type="checkbox"/> Form of Payment (check all that apply): Cash In-kind; specify: Nature _____ Value _____		
<input type="checkbox"/> Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: <div style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No		
16. 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		Signature: _____ Print Name: _____ Title: _____ Telephone No: (_____) _____ Date: _____

of not less than \$10,000 and not more than \$100,000 for each such failure.	
Federal Use Only:	Authorized for local reproduction Standard Form – LLL

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one 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 (No. 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 No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 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 No. 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 No. 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 (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. 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.
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 instruction, 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 (0348-0076), Washington, D.C. 20503