

Murrieta Valley Unified School District

Nutrition Services Department

41870 McAlby Court

Murrieta, CA 92562

(951) 696-1600

jlancaster@murrieta.k12.ca.us

All RFPs shall be on forms provided. RFPs received after the specified time will not be accepted and shall be returned to the company, unopened.

RELEASE DATE: May 1, 2017

PUBLICATION DATES: May 1, 2017 & May 8, 2017

RFP DUE: May 19, 2017 **TIME:** 10:00 a.m.

RFP AWARD: May 26, 2017 *Pending Board Approval

RECAP OF RFP: Recap of RFPs available after May 30, 2017

REQUEST FOR PRICING (RFP)
RFP #052017-FRESH DAIRY ITEMS

I. GENERAL CONDITIONS AND INSTRUCTIONS:

RFP for furnishing fresh and processed dairy items, from July 1, 2017 through June 30, 2018.

Attached you will find a table with a synopsis of the DISTRICTS fresh dairy business, a map of the delivery sites and school calendar for each of the DISTRICTS schools. We will provide the Vendor awarded the RFP delivery sites; manager’s name, telephone number, email and fax number.

- A. The DISTRICTS reserves the right to purchase more or less of the units specified.
- B. Proposals: RFPs shall be written in ink or by typewriter. Send to Murrieta Valley Unified School District, Jill Lancaster, Director, Nutrition Services, 41870 McAlby Court, Murrieta, CA 92562. Proposals are to be verified before submission, as they cannot be corrected after RFPs are opened. The signatures of all persons signing shall be in longhand. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. For information about RFP procedures, contact Jill Lancaster at MVUSD Nutrition Services.
- C. Addenda or Bulletins: Any addenda or bulletins issued by the DISTRICT during the time of RFP processing to the Vendor for the preparation of this RFP shall be covered in the RFP and shall be made part of the contract.

- D. Withdrawal of RFPs Prior to due date: Any Vendor may withdraw his RFP, either personally or by a written request, at any time prior to the scheduled due date.
- E. Withdrawal of RFPs after due date: A Vendor may not withdraw his RFP for a period of sixty (60) days after the due date.
- F. Interpretation of Documents: If any person contemplating submitting a RFP for the proposed contract is in doubt as to the true nature of any part of the RFP documents or finds discrepancies, in or omissions from, he/she may submit to the MVUSD, Nutrition Services Director, Jill Lancaster, a written request for an interpretation or correction hereof. Any interpretation or addendum duly issued by said Nutrition Services Director and a copy of such addendum will be posted on www.murrietaschoolnutrition.com, select the bids tab on the lower left corner of the homepage. The DISTRICT will not be responsible for any other explanation or interpretation of the RFP documents.
- G. Award or Rejection of RFPs: The award of the contract, if made by the DISTRICT, will be to the lowest responsive and responsible Vendor. This RFP will be awarded to one Vendor. Product formulation, student acceptability of product and dependable service will be factors in the determination of this award. It must be clearly evident that a Vendor is capable of promptly delivering all items on the RFP list. A Vendor's past delivery and performance practices relating to any previous and existing contracts will be examined. Vendors who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible Vendor. The DISTRICT shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the DISTRICT. The DISTRICT reserves the right in its absolute discretion to accept RFPs, or any part of RFPs, as deemed necessary for the best interest of the Nutrition Services Department. The DISTRICT may take into account the performance of the Vendor with respect to any recent contract(s) with the DISTRICT and other school districts. The Governing Board of the DISTRICT, reserves the right to reject any one or all RFPs, to waive any informalities in the RFPs or in the process, to judge the merit and qualifications of the materials, equipment, and services offered, and to accept whatever RFP is deemed to be the lowest responsible RFP MEETING ALL THE CRITERIA SPECIFIED IN THE RFP. All Vendors will be notified in writing of the award.

H. PRODUCT FORMULATION REQUIREMENTS

Required Documents for each product must be available upon request:

1. Product Formulation Statements
2. Nutrition Facts Panel. Required nutritional information: weight of product, total calories, total fat, saturated fat, trans-fat, cholesterol, protein, carbohydrates, calcium, iron, fiber, vitamin A, vitamin C, sodium.

II. TERM OF AGREEMENT:

The term of this agreement will be from July 1, 2017 through June 30, 2018.

III. CONTRACT RENEWALS:

If mutually agreeable, the DISTRICTS reserve the right to renew the contract for a period of two (2) successive years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the DISTRICT. Such renewal will be made by notifying the Vendor in writing, thirty (30) days prior to the expiration of the contract.

IV. PRICING:

- A. Pricing for items listed is to be firm for the period of July 1, 2017 through June 30, 2018.
- B. All proposals must be quoted delivered to the designated sties. No additional freight, labor or fuel surcharges will be permitted or allowed.
- C. Prices must be listed for as indicated on Table 1
- D. Escalation/De-escalation: In the event of severe market changes, a price escalation may be requested to the DISTRICTS no later than ten (10) days prior to the price change. All prices will remain firm for 30 days, after which milk can increase or decrease in accord with changes in Class I raw milk prices based on pricing that is set by the California Department of Food and Agriculture on the 12th of each month. Bidders will provide documentation as to the changes in Class I raw milk prices, and how they will affect the monthly pricing for specific products identified on this bid. Any request for escalation in price shall be in writing, and include written proof of cost increases or other justification supporting the request for the escalation. Justification must be based on documents approved by the DISTRICT. The DISTRICT reserves the right to cancel any contract if price escalation is unacceptable, and to solicit other Vendors for any part or portion of the RFP.

V. QUANTITIES:

The quantities listed herein are estimates only. The DISTRICT reserve the right to purchase reasonably more or less than the quantities stated.

VI. PREPARATION OF RFP:

- A. The RFP must be signed in the name of the company and be in longhand of the person authorized to sign the RFP.
- B. Prices must be in ink or typewritten. No pencil figures permitted.
- C. Erasures or Alterations: All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the RFP. Any change of the printed portion of the RFP form itself constitutes alteration and is cause for immediate rejection of the RFP.

VII. SANITATION PRODUCT QUALITY:

All products shall be produced and handled in accordance with the best sanitary practices. Employees, equipment, and manufacturing plant shall meet state and county health department requirements to assure clean, sound, and sanitary products. A copy of the Vendor's Food Safety Plan (HACCP Plan) and Health inspection reports are required. Third party inspection of facility is recommended.

Food Products shall be prepared on Vendor's premises under such controlled temperatures and conditions as are required by state and local statutes and regulations. The DISTRICT shall have the right to inspect Vendor's premises without prior notice, it being agreed that the Vendor's full compliance with all legal requirements is of the essence of this Agreement and that the Vendor's failure to abide by such legal requirements shall result in the termination of the Agreement. Moreover, the Vendor agrees to immediately inform the DISTRICT in writing of the result so any inspection of its premises and food preparation locations by governmental inspectors or others which resulted in other than an "A" rating and of any claim by any party that food products of any nature provided by the Vendor resulted in sickness, death or other injury to the claiming party.

VIII. PRODUCT QUALITY

The Vendor agrees to present Food Products purchased by the DISTRICT in an appealing and appropriate manner. Vendor shall be responsible for quality control with respect to the Food Product to assure consistent quality of Food Products served to individual consumers. In connection therewith, the Vendor shall comply with the regulations established in Section 113700 *et seq.* of the California Health and Safety Code. Cold food must be delivered at 41° degrees or less upon delivery. The DISTRICT shall have the right to reject any or all food products furnished to the DISTRICT which in its opinion do not meet standards of quality and/or proper temperature.

If it becomes necessary during the term of this contract to test any food product for ingredient content, wholesomeness, food borne bacteria, contamination or other cause, the Vendor will be responsible for any cost incurred by the DISTRICT for this. The cost will be deducted from the balance in accounts payable due to the Vendor

IX. CODING:

The date of production must be clearly stamped on each case or unit.

X. PACK:

If a pack is other than stated on the proposal, Vendor shall specify pack.

XI. BOVINE GROWTH HORMONE (BGH):

Vendor is to certify in writing that Bovine Growth Hormone is or is not administered to herds that supply milk to dairy. An additional charge for BGH-Free milk will not be paid by the DISTRICT. If there is added cost to the Vendor that expense must be included in the base price submitted.

XII. DELIVERY:

- A. Successful Vendor agrees to make deliveries, as requested by DISTRICTS Nutrition Services.
- B. Vendor agrees to furnish and deliver at all times during the period of the contract, upon request of the Director of Nutrition Services or his/her designee, the items which may be awarded to the Vendor, in such amounts and quantities as ordered and within the specified delivery schedule.
- C. All products are to be delivered in refrigerated trucks and placed in a refrigerator, milk box or freezer.
- D. The maximum speed limit for any vehicle on school campuses is 10 MPH. The Vendor will ensure that all employees are informed of this limit before entering a school campus. Employees of the Vendor who are found to exceed this limit may be banned from school property.
- E. Damaged containers will not be accepted. Unclean crates will not be accepted. Milk crates will be stacked no higher than five crates high in a walk-in refrigerator.
- F. Credit will be required on unused products delivered with less than seven (7) days to expiration.
- G. A legible delivery receipt signed by the Nutrition Services personnel must accompany each delivery.

XIII. NUTRITIONAL REQUIREMENTS:

- A. DISTRICT requires cow's milk. All milk to be Grade A pasteurized, 1% unflavored and nonfat flavored with at least 25% of the daily value for calcium, vitamin A and D added. There must be no more than 28 grams of total sugar per 8 fluid ounces. All products should be furnished in accordance with State, County and City ordinances
- B. All juices are to be 100% juice and pasteurized.

XIV. PRODUCT SAMPLES

- A. Product samples requested by the DISTRICT will be provided at no cost to the DISTRICT. Samples must be the exact item that the Vendor proposes to furnish and in the same packaging in which they will be delivered if the Vendor is awarded the contract. Samples will be used in testing and will not be returned.
- B. Samples will be taste tested for freshness and quality. Poor quality samples will be considered as a failure to meet RFP specifications (including production formulation).
- C. Failure to submit samples on the date and time requested will invalidate the RFP.

- D. DISTRICT will request product samples from Vendors whose products meet all required specifications.

XV. ACCOUNTING:

Invoices shall be furnished in duplicate and include delivery site, product name, quantity, unit size, and unit price. One copy is to be kept by the distributor.

- A. The original invoice must be signed by the individual receiving the merchandise and is to be left for the cafeteria manager. An invoice signed by the cafeteria manager or designee is required in order for the invoice to be processed for payment.
- B. Statements for all goods purchased within a calendar month shall be on an individual school basis.
- C. Statements shall be submitted no later than the fifth day following the close of each calendar month.
- D. Statements shall be addressed to DISTRICTS Nutrition Services Department.
- E. The DISTRICT will pay for goods on a monthly basis. The DISTRICT agrees to pay all such monthly summary invoices (less any credits to which it may be entitled) within fifteen (15) calendar days of receipt of each monthly statement provided. Should the payment date fall on an official holiday observed by the State of California or on a weekend, the payment shall be due on the next business day after such holiday or weekend.
- F. Discounts, Rebates & Credits: Contractor must identify the amount of each discount, rebate and other applicable credit on invoices. Contractor's will identify the method by which they will report discounts, rebates and credits. Contractor's must maintain documentation of costs, discounts, credits and rebates and make those available to Nutrition Services upon request.

XVI. WEIGHTED FACTORS:

- A. The Vendor must have been in the dairy business or provided delivery of dairy products to schools for not less than one (3) years prior with satisfactory quality and service.
- B. The Vendor must have refrigerated truck(s) and must be able to provide delivery to all DISTRICT locations assigned at a time convenient to the DISTRICT, as noted in the RFP package. This is to include special deliveries when required.
- C. Vendors past performance will be evaluated and could subject an RFP to be rejected.
- D. All nutritional requirements must be met in order to be considered for the award.

- E. A Vendor that is awarded a portion of the DISTRICT's business for the first time will be on trial during the first year. The awarding of any additional business or the continuation of the trial arrangement will depend upon the evaluation of the first years' service.

XVII. TERMINATION:

- A. Failure on the part of the successful Vendor to meet contract requirements shall be cause for cancellation. Either party may cancel contract upon a thirty (30) days written notice to the other party.
- B. The DISTRICT reserves the right to terminate the contract at any time for due cause which shall include such reasons as unsatisfactory service, unsatisfactory product; or to extend the contract with present dairy company(s) upon annual review of weighted factors, performance of service and/or provision of quality product.
- C. The DISTRICT shall hold the successful Vendor liable and responsible for all damages which may be sustained because of failure to comply with any conditions herein. If the successful Vendor 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 Vendor. Additional costs accrued by DISTRICT through this purchase may be deducted from unpaid invoices or must be paid to DISTRICT by the successful Vendor.

XVIII. DISTRICT INSPECTION:

All items shall be subject to inspection. Inspection of the items shall not relieve the successful Vendor from any obligation to fulfill the contract. Defective items shall be made good by the successful Vendor, and unsuitable items may be rejected, notwithstanding that such defective items may 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 successful Vendor shall immediately remedy such defect in a manner satisfactory to the DISTRICT.

XIX. PRICING DISCREPENCY:

Should successful Vendor overcharge DISTRICT for any item, successful Vendor agrees to immediately reimburse DISTRICT the full amount of the overcharge

XX. COOPERATIVE PURCHASING/OTHER AGENCY CLAUSE:

For the term of this agreement and any mutually agreed extension pursuant to this request for pricing, and at the option of the successful Vendor, the DISTRICT specifies that all public school districts in Riverside, Orange, Los Angeles, San Bernardino and San Diego counties may purchase the identical item(s) at the same or lower price and upon the same terms and conditions (hereinafter referred to as "piggyback") pursuant to Public Contract Code Sections 20118 and 20652. The DISTRICT waives it's right to require such other entities to draw their warrants in favor of the DISTRICT and authorizes each DISTRICT/agency to make payment to the successful Vendor.

Please initial here if you allow piggy backing_____.

XXI. EQUAL EMPLOYMENT OPPORTUNITY:

In connection with the execution of the contract, successful Vendor shall not discriminate against any employee or application for employment because of race, religion, color, sex or national origin. The Vendor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

XXII. PUBLIC LIABILITY, INDEMNIFICATION AND PROPERTY INSURANCE:

Successful Vendor shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves 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. The minimum amounts of such insurance shall be as hereinafter set forth. Successful Vendor will be required to furnish certificates of insurance prior to start of work.

- A. Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not less than \$1,000,000/\$1,000,000 aggregate.
- B. Property Damage Liability Insurance including auto (both owned and non-owned): Not less than \$1,000,000 aggregate.
- C. Insurance Certificate must name Murrieta Valley Unified School District, Temecula Valley Unified School District, Lake Elsinore Unified School District and Menifee Union School District as additional insured.
- D. Certificate to be submitted by successful proposer to each DISTRICT prior to start of deliveries.

XXIII. HOLD-HARMLESS CLAUSE:

To the fullest extent permitted by law, the successful Vendor agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

- A. Any and all claims under Worker's Compensation Acts and other employee benefit acts with respect to successful Vendor's employees or successful Vendor's sub-Vendor's employees arising out of successful Vendor's work under this RFP; and
- B. Any loss, injury to, or death, or persons, or damage to property caused by any act, neglect, default or omission of the successful Vendor, or any person, firm or corporation employed by the successful Vendor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the successful Vendor's work under this RFP,

including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

- C. The successful Vendor, at the Vendor's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

XXIV. ASSIGNMENT OF CONTRACT:

The successful Vendor shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this RFP form, any rights accruing there under, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of DISTRICT's Governing Board. Notice is hereby given that the DISTRICT will not honor any assignment made by the successful Vendor unless the consent in writing, as indicated above, has been given.

XXV. FINGERPRINTING:

Successful Vendor agrees to comply with all provisions of Education Code Section 45125.1. Successful Vendor will conduct a criminal background check of all employees, agents, and representatives assigned to DISTRICT that will enter the campuses and other DISTRICT facilities for purposes of providing services covered by this RFP during normal DISTRICT hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified, will have contact with pupils. Successful Vendor will provide the DISTRICT with a list of all employees providing services pursuant to this RFP. (See Appendix A)

XXVI. BUY AMERICAN PROVISION:

Per Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336), Section 12(n) to the NSLA (42 USC 1760(n)). Schools must purchase to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Brand and processor information must be identified on case labels and specification sheets. DISTRICT reserves the right to cancel any contract and/or solicit other vendors for any part or portion of the RFP that does not meet the Buy American Provision.

XXVII. BID PROTEST PROCEDURES:

Bid Protest Procedure. Any bidder may file a bid protest. The protest shall be filed in writing with the Owner's Director of Nutrition Services not less than three (3) working days after the date of the bid opening. An e-mail address shall be provided and, by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and

Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to provide the product. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The Decision on the Bid Protest will be copied to all parties involved in the protest.

Finality. The decision concerning the Bid controversy will be final and not subject to any further Appeals.

Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

REQUEST FOR PRICING

Dairy Products

In compliance with the request for RFPs, the undersigned, acting for the firm named, hereby proposes and agrees, if this proposal or part of this proposal is accepted, to furnish the items at the prices opposite each item, within the period indicated, and in accordance with general conditions, and specifications set forth in these documents.

FIRM NAME: _____

BY: _____
Print or Type Name Manual Signature

TITLE: _____

ADDRESS: _____

TELEPHONE: _____ DATE _____

EMAIL: _____ FAX: _____

INSPECTION COMPANY: _____

ADDITIONAL CONDITIONS OR EXPLANATIONS: _____

Criteria for Vendor Selection

Step 1: Vendor is determined to responsive and responsible.

Responsive and Responsible Criteria

RFP submission is complete	30 pts.
Ability to provide all items listed in RFP	20 pts.
Acceptable Questionnaire Responses	10 pts.
Acceptable Inspection Report & HACCP Plan	10 pts.
Past Performance	10 pts.
Product Formulations meet criteria listed in section XIII.	10 pts.
Student Acceptability of product	5 pts.
References	5 pts.
Vendor must achieve 95 pts. to be considered responsive and responsible.	

Step 2: Lowest overall price will be determined.

Lowest bid will be determined by multiplying line item prices by the total estimated annual usage for all DISTRICTS combined. Pack size will be adjusted as necessary. Please provide pricing for items with no usage as well. Any line items with non-responses and/or usage will be considered individually among vendors who did respond.

Step 3: Award will be given to the lowest responsive and responsible vendor.

TIMELINE for Submittals and Responses

5/1/2017 & 5/8/2017 are the dates that the RFP process will be advertised in local papers and sent out to prospective vendors.

5/19/2017 at 10:00 am -is the cutoff date and time of receiving RFP's

5/19/2017 is the date that the RFP will be non-publicly opened

5/26/2017 is the date that the selection will be made

VENDOR QUESTIONNAIRE

Dairy Products

Please complete this qualifying criteria questionnaire and submit with your proposal.

1. Will you be able to meet specified delivery hours? Yes_____No_____
2. How many deliveries per week can you provide? _____
3. Will there be a minimum case or dollar value required per stop? If so, what is the minimum or minimum dollar value? \$_____
4. Explain your recycling program.
5. What system do you have to provide monthly summary documents?
6. How many days lead time do you require for an order? _____
7. How many delivery trucks do you have? _____
8. How many trucks have lift gates? _____
9. What is your procedure for notifying the customer of shortages and/or substitutions?
10. What procedures do you have in place to fill emergency orders?
11. How many years has company been in the food service business? _____

SCHOOL DISTRICT REFERENCES

Dairy Products

Firm Title _____ **Signature** _____

List a minimum of three (3) references for contracts you have completed in the last three (3) years that are of similar scope and complexity:

District Name _____

Address _____

Contact Name _____

Telephone _____

District Name _____

Address _____

Contact Name _____

Telephone _____

District Name _____

Address _____

Contact Name _____

Telephone _____

**VENDORS
MUST PROVIDE
THE LATEST
HEALTH DEPARTMENT
REPORT
OF YOUR FACILITIES
AND HACCP PLAN**

(See Section VII. Sanitation Product Quality)

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

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.

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ___ day of _____, _____

(Name of Organization)
(Title of Person Signing)
(Signature)

ACKNOWLEDGEMENT

STATE OF _____)

) ss

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

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 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:

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: <div style="display: flex; justify-content: space-around;"> Prime Subawardee </div> Tier _____, if known Congressional District, if known:	• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
• Federal Department/Agency:	• Federal Program Name/Description: CFDA Number, if applicable:	
• Federal Action Number, if known:	• Award Amount, if known: \$	
• 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)		
• Amount of Payment (check all that apply): \$ _____ actual planned	• Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee	

<ul style="list-style-type: none"> • Form of Payment (check all that apply): Cash _____ In-kind; specify: _____ Nature _____ Value _____ 	<p>Deferred</p> <p>Other; specify: _____</p>
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• **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:**

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

<p>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 of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: (_____) _____ Date: _____</p>
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Federal Use Only:	Authorized for local reproduction Standard Form - LLL
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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 (0348-0046), Washington, D.C. 20503

DRUG-FREE WORKPLACE CERTIFICATION

By signing this certification, the prospective contractor or recipient hereby certifies under penalty of perjury under the laws of the State of California that the contractor or recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq) and will provide a drug free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).

- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - 1. the dangers of drug abuse in the workplace;
 - 2. the person's or organization's policy of maintaining a drug-free workplace;
 - 3. any available counseling, rehabilitation, and employee assistance programs; and
 - 4. penalties that may be imposed upon employees for drug abuse violations.

- C. Provide, as required by Government Code Section 8355(c), that every employee who works with the proposed program/activity:
 - 1. will receive a copy of the company's drug-free policy statement; and
 - 2. will agree to abide by the terms of the company's drug-free workplace policies.

Failure to comply with these requirements may result in suspension of payments under the subgrant/contract or termination of the subgrant/contract, or cancellation of the purchase order, or all that may apply. In addition, the contractor or grantee may be ineligible for award of future subgrant/contracts or purchase orders if it is determined that any of the following has occurred: (1) the false certification, or (2) failing to carry out the requirements of the certification as noted above.

Organization

Name & Title of Authorized Representative

Signature

Date

IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	

Printed Name and Title of Person Signing

Date Executed

Documents Check Off Sheet

- ___ Cooperative Purchasing/Other Agency Clause initialed if allowing piggy backing pg. 7
- ___ Request For Pricing Vendor Information Sheet pg. 11
- ___ Vendor Questionnaire pg. 13
- ___ School District References pg. 14
- ___ Health Department Report
- ___ HACCP Plan
- ___ Suspension and Debarment Certification pg. 16-17
- ___ Non-Collusion Affidavit pg. 18
- ___ Certification Regarding Lobbying pg. 19.
- ___ Disclosure of Lobbying Activities pg. 20-21
- ___ Drug-Free Workplace Certification pg. 23
- ___ Iran Contracting Act pg. 24-25
- ___ Certification by Contractor Criminal Records Check Appendix A pg. 4-5
- ___ Pricing Spreadsheet