

LITTLE LAKE CITY SCHOOL DISTRICT



FROZEN AND REFRIGERATED PRODUCTS AND SERVICES RFB No. 18-19-003

Contact:

Jorge Vargas, Buyer
Purchasing Department
Little Lake City School District
10515 S. Pioneer Blvd.
Santa Fe Springs, CA 906070
562-868-8241 Ext. 2268
jvargas@llcsd.net

Bid Deadline:

Friday, June 01, 2018, 10:00 a.m., PST

Table of Contents

1	NOTICE CALLING FOR BIDS.....	5
2	INTRODUCTION	6
3	INSTRUCTION TO BIDDERS.....	7
3.1	SCHEDULE OF EVENTS	7
3.2	PREPARATION AND DELIVERY OF BID DOCUMENTS.....	7
3.3	BID SIGNATURES.....	8
3.4	NAME AND NATURE OF BIDDER’S LEGAL ENTITY	8
3.5	MODIFICATIONS	8
3.6	ERASURES, INCONSISTENT OR ILLEGIBLE BIDS.....	8
3.7	WITHDRAWL OF BIDS	9
3.8	INTERPRETATION OF DOCUMENTS.....	9
3.9	AWARD OF CONTRACT	9
3.10	SUPER CO-OP APPROVED DISTRIBUTOR.....	10
3.11	PRICING.....	10
3.12	NUTRITIONAL REQUIREMENTS, INFORMATION AND LABELING	11
3.13	NSLP AND REGULATIONS	11
3.14	BRAND NAME.....	11
3.15	SAMPLES.....	12
3.16	NO MINIMUM OR MAXIMUM QUANTITIES, OR LIMITATIONS.....	12
3.17	FAILURE TO BID ON ANY LINE ITEM	12
3.18	AMENDMENTS OR ADDENDUMS	12
3.19	COMPETENCY OF BIDDER.....	12
3.20	BID VALIDITY.....	13
3.21	PUBLIC INFORMATION	13
3.22	BID COSTS	13
3.23	BID DOCUMENT QUESTIONS OR CLARIFICATIONS.....	13
3.24	BID PROTEST PROCEDURES	13
4	GENERAL TERMS AND CONDITIONS.....	14
4.1	TERM OF CONTRACT.....	14
4.2	PRICE ADJUSTMENTS.....	14
4.3	BILLING AND PAYMENT.....	14
4.4	INDEPENDENT CONTRACTOR.....	14

4.5	TAXES.....	15
4.6	STATE AUDIT AND INSPECTION OF RECORDS	15
4.7	TERMINATION CLAUSE	15
4.8	FAILURE TO FULLFIL CONTRACT.....	16
4.9	CANCELLATION FOR INSUFFICENT OR NON-APPROPRIATED FUNDS	16
4.10	INDEMNIFICATION.....	16
4.11	INSURANCE REQUIREMENTS.....	17
4.12	LIMITATIONS OF DISTRICT LIABILITY	19
4.13	ORDERING.....	19
4.14	FREIGHT TERMS	19
4.15	DELIVERY/FUEL SURCHARGES	19
4.16	DELIVERY SPECIFICATIONS.....	19
4.17	VEHICLE DELIVERY CONDITIONS	20
4.18	PRODUCT QULITY CONTROL	20
4.19	SUBSTITUTION AND DISCOUNTED ITEMS	21
4.20	ADDITIONAL ITEMS.....	21
4.21	VELOCITY REPORTS	22
4.22	APPLICABLE “BUY AMERICAN” PROVISION.....	22
4.23	RESTRICTIONS ON LOBBYING AND CONTACT.....	22
4.24	NON-COLLUSION DECLARATION.....	22
4.25	FEDERAL NON-DISCRIMINATION STATEMENT.....	22
4.26	NON-DISCRIMINATION	23
4.27	FINGERPRINTING	23
4.28	COMPLIANCE WITH APPLICABLE LAWS.....	23
4.29	PERMITS AND LICENCES	24
4.30	CONDUCT ON DISTRICT PREMISES	24
4.31	MERGERS, ACQUISTIONS, OR BUYOUTS.....	24
4.32	ASSINGMENT.....	24
5	BID SPECIFICATIONS.....	26
6	BID FORM	27
7	AGREEMENT.....	30
7.1	SCOPE OF PRODUCTS AND SERVICES.....	30
7.2	COMPENSATION TERMS	30
7.3	COMPONENET PARTS OF THE AGREEMENT	30

7.4	TERMINATION CLAUSE	31
7.5	HOLD-HARMLESS CLAUSE	31
7.6	INSURANCE REQUIREMENTS.....	31
7.7	PROVISIONS REQUIRED BY LAW	32
7.8	NOTICE.....	32
7.9	ADMINISTRATOR OF AGREEMENT	32
7.10	FORCE MAJEURE	32
7.11	GOVERNING LAW AND VENUE.....	33
7.12	AMENDMENTS	33
7.13	ENTIRE AGREEMENT.....	33
7.14	COUNTERPARTS	33
7.15	SEVERABILITY	33
7.16	SIGNATURE AUTHORITY.....	33
8	BIDDER CHECKLIST.....	35
9	BIDDER INFORMATION.....	36
10	REFERENCES LIST	38
11	NON-COLLUSION DECLARATION.....	39
12	SUSPENSION AND DEBARMENT CERTIFICATION	40
13	CERTIFICATION REGARDING LOBBYING	42
	OR	42
14	DISCLOSURE OF LOBBYING ACTIVITIES	43
15	ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS CERTIFIATION.....	45
16	DRUG-FREE WORKPALCE CERTIFICATION.....	46
17	BUY AMERICAN CERTIFICATION.....	47
18	IRAN CONTRACTING ACT CERTIFICATION	48
19	WORKERS COMPENSATION CERTIFICATION.....	49
20	FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION.....	50

1 NOTICE CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that Little Lake City School District of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as the District will receive up to, but no later than **Friday, June 01, 2018, 10:00 a.m., PST**, sealed bids for the award of contract for:

FROZEN AND REFRIGERATED PRODUCTS AND SERVICES RFB No. 18-19-003

Each bid shall be submitted on the forms provided in the bid documents in a sealed envelope clearly marked **FROZEN AND REFRIGERATED PRODUCTS AND SERVICES No. 18-19-003**. A copy of the Bid package may be obtained, at the Purchasing Department of said District, or request by email to: jvargas@llcsd.net. The bid documents may also be viewed and obtained in the District's purchasing website located on the following link: <https://www.llcsd.net/currentbids>.

Sealed bids must be received on or before **Friday, June 01, 2018, 10:00 a.m., PST** at the Little Lake City School District, 10515 S. Pioneer Blvd. Santa Fe Springs, CA 90670, attention: Jorge Vargas, Buyer. It is the sole responsibility of the bidder to see that its bid is received in proper time at the address noted herein. Bids will be publicly read at the time of opening and made available within 72 hours after opening.

Each bid must conform and be responsive to this invitation, Instructions to Bidders and General Terms and Conditions, and all other documents comprising the pertinent Contract Documents.

The District reserves the right to reject any or all bids, to accept or 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 its bid for a period of ninety (90) calendar days after the date set for the receipt of bids.

For more information regarding the RFB, please contact Jorge Vargas, Buyer at jvargas@llcsd.net or (562) 868-8241 Ext. 2268.

LITTLE LAKE CITY SCHOOL DISTRICT

Jorge Vargas, Buyer

Published: May 03, 2018
May 10, 2018

2 INTRODUCTION

The District is seeking bids from responsive and responsible bidders interested in providing distribution services for processed USDA Foods end products and commercial food products (frozen and refrigerated). District is a Member District of the Super Co-Op, a California USDA Foods Cooperative. Pricing for processed USDA Foods and their commercial equivalents has been solicited by the cooperative Lead Agency and should be utilized in preparation of this bid.

The award of the contract will be by action of District's Board of Education to the lowest responsible and responsive bidder. The lowest responsible and responsive bidder will be determined by the lowest total extended pricing, calculated by the District provided estimated usage quantity multiplied by the bidder's submitted unit price, as delineated in the Bid Form.

3 INSTRUCTION TO BIDDERS

3.1 SCHEDULE OF EVENTS

The District anticipates the following timeline for the process of selecting a winning bidder:

<u>Action</u>	<u>Date</u>
Release of Request for Bids	May 03, 2018
Publication of Request for Bids	May 03, 2018 May 10, 2018
Last Day to Submit Questions for Clarification received by the District on or before 3:30 pm (PST)	May 23, 2018
Final Responses/Addendum Issued by District	May 25, 2018
Deadline for Receipt of bids submitted on or before 10:00 a.m. (PST)	June 01, 2018
Expected Board Approval	June 12, 2018

These dates may be amended or changed in the District's sole discretion through the issuance of an addendum.

3.2 PREPARATION AND DELIVERY OF BID DOCUMENTS

District invites sealed bids on the forms attached to be submitted at the time and place stated in the Notice Calling for Bids. Bids shall be submitted on the prescribed Bid Forms, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict between the words and the figures, the words shall govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by the signature/initials of the bidder.

Unit price for all line items must be shown where required on the Bid Form Price Worksheet (yellow highlighted columns). Prices should be stated in units specified herein. **The Bid Form Price Worksheet must be returned in excel format on a data storage device with Bid documents.**

The bid shall be made on the Bid Form provided, and the complete bid, together with any and all additional documents as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to:

Little Lake City School District
Purchasing Department
10515 S. Pioneer Blvd.
Santa Fe Springs, CA 90670
Attn: Jorge Vargas, Buyer

All bids packages must be received by **Friday, June 01, 2018, 10:00 a.m., PST**. Bid packages must be submitted in sealed envelopes bearing on the outside the name and address of bidder and indicate Frozen and Refrigerated Products and Services RFB No. 18-19-003.

It is the bidder's sole responsibility to ensure that its bid is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time set forth in the Notice Calling for Bids for the opening of bids, the sealed bids will be opened at the District Office.

3.3 BID SIGNATURES

The Bid Form, Agreement and all required documents and certifications must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign the bid. If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of the other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. In the event the bidder is a joint venture or partnership, there shall be submitted with the bid certifications, signed by authorized officers, of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Contract resulting therefrom for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

3.4 NAME AND NATURE OF BIDDER'S LEGAL ENTITY

Bidder shall specify in the bid the name and nature of its legal entity and any fictitious name(s) under which it does any business. The bid shall be signed under the correct firm name by an authorized officer or person.

The successful bidder may be required to furnish a letter of organization listing the firm's members, officers of corporation, and those persons authorized to sign legal documents. Should a change be contemplated in the name or nature of bidder's legal entity, bidder shall immediately notify District's Purchasing Department in order to ensure proper steps be taken to have the change(s) reflected on the Agreement or purchase order.

3.5 MODIFICATIONS

Changes in or additions to the Bid Forms, recaptulations of the item(s) bid upon, alternative proposals, or any other modification of the Bid Form or other District documents in this bid which is not specifically called for in the Contract Documents may result in District's rejection of the bid as not being responsive to the Notice Calling for Bids. No oral or telephonic modification of any bid submitted will be considered.

3.6 ERASURES, INCONSISTENT OR ILLEGIBLE BIDS

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures/initials of the person or persons signing the bid. Correction of any such error shall be made prior to the bid opening only. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the District determines that any bid is unintelligible, inconsistent or ambiguous, District may reject such bid as not being responsive to the Notice Calling for Bids. Verify your bid before submission, as it

cannot be corrected after the bid opening.

3.7 WITHDRAWAL OF BIDS

Bids may be withdrawn by email, by letter or in person by a bidder or an authorized representative possessing proper identification and written proof of authority to act on behalf of the bidder. If withdrawn in person by a bidder or a representative of the bidder, the person withdrawing the bid will be required to sign a receipt for the bid. Withdrawal action of any type must be accomplished before the date and time specified for opening of bids in this Notice Calling for Bids. Any bid security for a withdrawn bid shall be returned at the time of withdrawal. No bids may be withdrawn for a period of ninety (90) days after the date set for the opening of bids.

3.8 INTERPRETATION OF DOCUMENTS

If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies, or omissions relating to the specifications, a written request for an interpretation or correction thereof may be submitted to District in writing. The bidder submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued by District, and a copy of such addendum will be provided to each prospective bidder registered under this bid.

No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral communication be binding on District.

3.9 AWARD OF CONTRACT

The District reserves the right to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards, or to waive any irregularities or informalities in any bids or in the bidding. If two identical low bids are received from responsible bidders, District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. The award of the Contract will be by action of District's Board of Education and to the lowest responsible and responsive bidder from among those bidders responding to the Notice Calling for Bids. In the event an award is made to a bidder and such bidder fails or refuses to execute the Contract and provide any required documents within ten (10) days after notification of the award of the Contract to bidder, District may award the Contract to the next lowest bidder until the lowest responsive, responsible bidder accepts or release all bidders.

It is the intention of District to award a Contract as determined to be in the best interest of District. The right is reserved to reject any or all quotations to waive any informality in bids, and to accept or reject any item thereon. Award shall be based on price as well as past service, current service availability, delivery performance, durability, and quality as contained in the specifications and verified by references.

District does NOT guarantee that all items shown on this bid will be purchased. The right is reserved to purchase additional quantities at the bid prices during the period this bid is in force. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of District.

In addition to other factors, bids will be evaluated on the basis of advantages or disadvantages to District, including, but not limited to, discounts. Award will be to the lowest responsible and responsive bidder determined by the lowest total extended pricing, calculated by the District provided estimated usage quantity multiplied by the bidder's submitted unit price, as delineated in the Bid Form.

3.10 SUPER CO-OP APPROVED DISTRIBUTOR

District is a Member District of the Super Co-Op, A California USDA Foods Cooperative. Successful bidder under this Bid must be an approved Distributor or must complete a Memorandum of Understanding (MOU) for Distribution Services for Delivery of USDA Foods End Products for Super Co-Op Member Districts in the State of California. The bidder agrees to fulfill all provisions of that MOU, including but not limited to prompt USDA Foods end product sales reporting; maintain records of inventory, sales, and delivery; clearly state Value Pass Through on delivery invoice; and hold/recall responsibilities.

Bidder agrees to report sales of USDA Foods end products on behalf of the processor on a daily basis to the manufacturer's reporting agency (i.e. ProcessorLink, K-12 Foodservice, etc.) Prompt reporting is imperative to ensure proper draw down of Member District entitlement balance. Bidder is responsible for all costs for transmitting daily sales updates. Value Pass Through method and amounts shall be clearly indicated on all invoices for USDA Foods end products.

3.11 PRICING

Pricing for distribution shall be offered in two categories: (1) Processed USDA Foods end products and commercial equivalents, and (2) additional commercial food products (frozen and groceries).

3.11.1 Processed USDA Foods End Products and Commercial Equivalents: Contractors shall utilize manufacturer pricing for USDA Foods end products from the following solicitation documents released and awarded by the Santa Clarita Valley School Food Services Agency:

RFP No. 1801 for Processed USDA Foods Products and Commercial Equivalents (Market Basket) For Super Co-Op Member Districts, released January 24, 2018, and awarded March 22, 2018. Results of RFP No. 1801 can be found at www.super-coop.org by selecting "RFP 2018-19." Documents may also be requested via email from District Contact Person at Contact Email.

For RFP No. 1801, new products and price decreases will be considered mid-year using an Amendment, published in approximately December 2018 for manufacturer pricing January 1 – June 30, 2019. Successful bidders on this Proposal should be aware of this and are responsible to locate the results of the amendment and offer such pricing to the District as part of this Proposal.

Quote a per case delivered cost for all items listed on the Bid Form Price Worksheet. Provide prices for the items only as specified on the Bid Form Price Worksheet. Equal products may be offered that meet the same specifications as those listed. Describe how you want proposers to specify and provide pricing for equal products here, any samples required for equals.

3.11.2 Commercial Food Products – Frozen and Groceries: Additional commercial food products – frozen and groceries should be quoted as specified on the Bid Form Price Worksheet. Quote a per case delivered cost for all items listed.

3.11.3 Additional Items: Additional items may be added to this Bid. The District shall contact the successful vendor for pricing on additional items to be added to the Bid award at any time during the bid period.

Prices must be stated for the unit items specified hereon. Do not include California State Sales or Use Taxes in unit prices. This tax will be added and paid for by the District, if applicable. Do not include or add Federal Excise Tax as the District is exempt.

All pricing shall be quoted FOB District location(s) as specified in the Delivery Specifications section. All freight charges must be included in the bid price. Any minimum delivery amounts must be listed with the bid price. No charge for packing, postage, express, or for any other purpose will be allowed over and above the prices bid.

Bid on each item separately. Errors in price computations do not relieve the bidder from holding price. No increase to price will be allowed sooner than 90 calendar days from the date of Bid Award.

3.12 NUTRITIONAL REQUIREMENTS, INFORMATION AND LABELING

Successful Bidder shall be required to provide a complete nutrient analysis of some products as requested by the District. The nutrient information may be obtained from an independent laboratory at Bidder's expense.

The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm) saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg) and sugar content.

All processed foods should not contain any artificial Trans Fat and no Monosodium Glutamate (MSG). The District prefers cleaner labeled products approved by the District. 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. Labels must list the presence of ingredients that contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Bidder shall notify Nutrition Services Department whenever there is a product/ingredient change in any item provided to the district. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Nutrition Services Department. All items must meet nutritional requirements of the USDA Child Nutrition Program.

3.13 NSLP AND REGULATIONS

Foods that qualify as whole grain rich for the school programs are foods that contain 100% whole grain or contain a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50% is whole grain. Whole grain rich products must contain at least 50% whole grains and the remaining grain, if any must be enriched. As provided for NSLP and SBP, grain products must be credited using the oz. equivalent method. As specified in section School Lunch and Breakfast Whole Grain Rich Ounce Equivalency (oz eq) requirements for School Meal Programs, group B.

3.14 BRAND NAME

If the bidder does not indicate a specific brand name and model, it shall be understood that the bidder is quoting the exact brand name and model called out by the bid. Should any item for which bids are requested be patented, or otherwise protected or designated by the particular name/make of the manufacturer, and the bidder desires to bid on an item of equal character and quality, the bidder may offer such substitute items by clearly indicating that such substitution is intended and specifying the brand name. Any such substitutions will be accepted only if the District determines them to be equal in all respects to that specified in the bid. If the District requests samples in order to make the determination on whether the substitution is as equal, the samples shall be submitted in accordance with Section 3.15.

3.15 SAMPLES

Any samples requested by the District shall be furnished at no cost to the District and, if requested by the District in the bid specifications, shall be submitted prior to the bid opening. The District reserves the right to reject the bid as non-responsive when any bidder fails to submit the requested samples. Samples from bidders who are awarded the contract may be retained for comparison with deliveries. Unsuccessful bidders may pick-up their samples (if the testing process has not destroyed them) upon notification from the District. If such samples are not picked up within 15 calendar days after the date of such notice, the District may dispose of samples. The bidder or its agent hereby assumes all risk of loss or damage to samples regardless of the cause.

3.16 NO MINIMUM OR MAXIMUM QUANTITIES, OR LIMITATIONS

The District does not guarantee orders in the amounts within the bid nor shall orders be limited to these specific figures. This is an indefinite-quantity bid, however the quantities listed are a good faith estimate. Bidders shall not specify minimum or maximum quantities or charges for order types, unless specifically allowed on the bid form. Unlimited orders within the term of the Contract shall be allowed to the District at prices quoted. Estimated Quantities are for the purposes of forecasting and not to be considered a promise to purchase.

The provisions of the Contract shall in no way prohibit the District from making an incidental purchase from another supplier for the same services listed herein.

3.17 FAILURE TO BID ON ANY LINE ITEM

If a bidder does not wish to bid on any item, it may state “no bid” where indicated for the specific Bid Item. For the purposes of calculating the bidder’s total bid, the District reserves the right to use the highest bid price received by the District from other bidders for the Bid Item marked “no bid”, line items left blank, without a price, or incomplete. For example, if the District receives two bids and Bidder A provides “no bid” for Chicken Strips while Bidder B provides a price of \$15 for Chicken Strips, the District will add \$15 to Bidder A’s total bid amount.

3.18 AMENDMENTS OR ADDENDUMS

Bidders are advised that District reserves the right to amend the requirements of this Notice Calling for Bid prior to the date set for opening of bids. Such revision will be done formally by publishing addendums to the District website and emailing all bidders known to have received a copy of the Invitation for Bid. If in the judgment of District the change is of such nature that additional time is required for bidders to prepare their bids, District will change the date of the bid opening and notify all bidders in writing of the new date.

Bidders must acknowledge receipt of addendums to bid where provided on the Bid Form.

3.19 COMPETENCY OF BIDDER

In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the bid. By submitting a bid, each bidder agrees that District, in determining the successful bidder and its eligibility for the award, may consider the bidder’s experience and references, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder’s performance of the work. To this end, each bid shall be supported by a statement of the bidder’s experience

as of recent date on the form entitled “Bidder Information” and “Reference List”.

3.20 BID VALIDITY

Bids are to be valid and in force for ninety (90) days after opening.

3.21 PUBLIC INFORMATION

All material received by District in response to this Notice Calling for Bids shall be made available to the public. If any part of a bidder’s materials is proprietary or confidential, the bidder must identify and so state. Any bidder information used to aid in bid selection must not be restricted from the public.

3.22 BID COSTS

District will not pay the bidder or agents for any costs incurred by the bidder in the preparation, presentation, demonstration or negotiation of this bid.

3.23 BID DOCUMENT QUESTIONS OR CLARIFICATIONS

Bidders may submit any questions regarding the bid procedure or requirements to the District at jvargas@llcsd.net on or before the time identified in the Schedule of Events. The District shall prepare an addendum to address all timely submitted questions which shall be posted on the District’s website at <https://www.llcsd.net/currentbids>. Hard copies of the District’s addenda can also be obtained by calling the District Buyer at, (562) 868-8241 Ext. 2268.

3.24 BID PROTEST PROCEDURES

Any bidder may file a bid protest. The protest shall be filed in writing with the District’s Buyer not more than five (5) business days after the date in which bids are made public. An e-mail address shall be provided by the bidder 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.

3.24.1 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 awarded the contract. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within ten (10) 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.

3.24.2 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.

4 GENERAL TERMS AND CONDITIONS

4.1 TERM OF CONTRACT

The term of this base agreement begins July 1, 2018, through June 30, 2019, and may be extended by mutual written agreement of both Parties and upon Board approval, for a total agreement term not to exceed three (3) fiscal years pursuant to California Education Code, Sections 17596 and 81644.

4.2 PRICE ADJUSTMENTS

The Contractor will be allowed to adjust prices upon presentation of suitable proof of a price increase from a supplier or processor or valid Market resource. A notice shall be sent including proof of any increase. No increase to the price will be allowed sooner than 90 calendar days from the date of Bid Award. Any change to the price will be subject to mutual agreement by both parties.

Any price adjustments (up or down) must be announced to the District by the 15th of the month preceding the month in which the change will occur. The price adjustment must be accompanied by conversion calculations showing the manner of arriving at price adjustment.

4.3 BILLING AND PAYMENT

A packing slip must be furnished at the time of delivery and shall include delivery site name, product name, quantity, unit size, and unit price. The packing slip must be signed by the District representative accepting delivery in order for statement/invoices to be paid.

If any discrepancies are identified during delivery a legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued within seven (7) calendar days.

An itemized monthly statement/invoices shall be submitted to the District containing the following as a minimum: purchase order number, delivery site, product name and description, quantity, unit of measure, and unit price and extended totals. Failure to provide the preceding information may result in delay of payment. Statements/invoices shall be submitted to the following location:

LITTLE LAKE CITY SCHOOL DISTRICT
ATTN: ACCOUNTS PAYABLE
10515 S. Pioneer Blvd.,
Santa Fe Springs, CA 90670

Statements/invoices may also be submitted electronically to the following email address: billing@llcsd.net

Payment shall be made thirty (30) days in arrears after acceptance of statement/invoice. Payment of interest for undisputed overdue payment request shall be equivalent to the legal rate set forth in CC 685.010.

4.4 INDEPENDENT CONTRACTOR

Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between District and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be

provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees.

4.5 TAXES

Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation

4.6 STATE AUDIT AND INSPECTION OF RECORDS

Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of District, the Contractor, or any subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Officer for a period of three (3) years after final payment is made under this Contract. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

4.7 TERMINATION CLAUSE

4.7.1 Without Cause by District

District may, at any time, with or without reason, terminate this Contract and compensate Contractor only for services satisfactorily rendered and supported by documentary evidence up to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, or immediately upon electronic mail submission whichever is sooner. The notice to be sent to the address of the Contractor specified. As of the effective date of the termination, the Contractor shall cease all work pursuant to this Contract and shall not be entitled to any payment for any work rendered after the date of termination. Contractor shall not be entitled to any additional compensation or payment as a result of the District's termination without cause.

4.7.2 Without Cause by Contractor

Contractor may, at any time, with or without reason, terminate this Contract upon sixty (60) day written notice to the District. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered and supported by documentary evidence reports up to the date of termination.

4.7.3 With Cause by District

District may terminate this Contract upon giving of written notice of intention to terminate for cause. Cause shall include:

- 4.7.3.1 Material violation of this Contract by the Contractor, including failure to provide timely or adequate services as required by the Contract or violation of any term, condition, or covenant provided herein; or

- 4.7.3.2 Any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 4.7.3.3 Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.
- 4.7.3.4 The District reserves the right to terminate services upon 24-hours' notice for due cause which shall include such reasons as unsatisfactory product or service. The District reserves the right to terminate service of all or any portion of any Contract resulting from this Contract for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet Contract specifications or wholesomeness standard, and to hold the Contractor in default.

FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.

The District shall hold the Contractor liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the Contractor fails to furnish or deliver any items or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the document in their entirety, the District may purchase the items herein specific elsewhere, without notice to the awarded Contractor. Additional costs accrued by the District through this purchase may be deducted from unpaid invoices or must be paid to the District by the Contractor. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

4.8 FAILURE TO FULLFIL CONTRACT

If Contractor shall fail to deliver any product or service or shall deliver any product or service which does not conform to the District's requirements, the District may, at its sole discretion, annul and set aside the Agreement entered into with said Contractor, either in whole or in part, and make and enter into a new Agreement for the same items in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such products or services by reason of the failure of the vendor, as above stated, shall be a liability against such vendor. The Board of Education reserves the right to cancel any products or services which the successful Contractor may be unable to furnish because of economic conditions, governmental regulations, or other similar causes beyond the control of the respondent provided satisfactory proof is furnished to the Board of Education or its representatives, if requested. Failure to fulfill Agreement may result in bidder disqualification in subsequent year(s) due to non-responsible practices.

4.9 CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS

The Contractor hereby agrees and acknowledges that monies utilized by the District to purchase the bid items is public money appropriated by the United States Department of Agriculture and State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this Agreement at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds and/or lack of availability of USDA Foods products.

4.10 INDEMNIFICATION

To the furthest extent permitted by California law, Contractor shall indemnify, defend, and hold free and harmless the District, its Board of Education, officers, agents, representatives, trustees, volunteers and employees ("the indemnified parties") from any and all claims, demands, causes of action, damage, suits,

actions, loss, costs, expenses, judgments, and liability of any nature whatsoever or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to personal injury, bodily injury, death, property damage, and/or attorneys' fees and costs directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, error or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified Parties. This indemnity shall include liability arising out of:

4.10.1 Workers' Compensation and Employers Liability

Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement; and

4.10.2 General Liability

Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Contractor or the District, or any person, firm or corporation employed by the Contractor or the District upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, and agents. The Contractor, at its 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 (other than professional negligence), its officers, agents or employees that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, 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; and

THE CONTRACTOR UNDERSTAND AND AGREES THAT THIS ARTICLE SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE §2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ANY ATTEMPT TO LIMIT THE CONTRACTOR'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONTRACTOR. IN NO EVENT SHALL THE CONTRACTOR'S LIABILITY BE LIMITED TO ANY AMOUNT INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF FEES RECEIVED BY THE CONTRACTOR FOR PERFORMING SERVICES RELATED TO THIS AGREEMENT.

4.11 INSURANCE REQUIREMENTS

The Contractor shall procure and maintain at all times it performs any portion of the Services, the following insurance with minimum limits equal to the amount indicated below:

Type of Coverage	Minimum Requirements
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$1,000,000 \$1,000,000
Automobile Liability Insurance , per accident for bodily injury and property damage	\$2,000,000
Workers Compensation	State of California Statutory Limits
Employers Liability, Each accident \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease	\$1,000,000

4.11.1 Commercial General Liability and Automobile Liability Insurance

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

4.11.2 Workers’ Compensation and Employers’ Liability Insurance

Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

4.11.3 Proof of Carriage of Insurance

The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

4.11.3.1 A clause stating: “SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION.”

4.11.3.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to which cancellation and reduction notice will be sent, and length of notice period.

4.11.3.3 An endorsement stating that the District and its Board of Education, agents, representatives,

employees, trustees, and officers, are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

4.11.3.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

4.11.4 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

4.12 LIMITATIONS OF DISTRICT LIABILITY

Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

4.13 ORDERING

The selected Contractor will have the ability to receive orders using an on-line ordering system, telephone or by email and will provide order confirmations within one (1) business day of receiving orders. Orders will be placed at least ten (10) business days in advance of requested delivery date. Contractors shall include detailed ordering instructions with Bid.

4.14 FREIGHT TERMS

All pricing shall be quoted FOB District location(s) as specified in the Delivery Specifications section.

4.15 DELIVERY/FUEL SURCHARGES

Absolutely no delivery/fuel surcharges will be accepted under this Agreement and the addition of such charges shall not be permitted during the period of the term of this Agreement. Unless otherwise definitely specified, the prices quoted herein do not include sales, use, or other taxes.

4.16 DELIVERY SPECIFICATIONS

The Contractor will partner with the District over the term of the Agreement resulting from to Frozen and Refrigerated products to the District's sites. Delivery to each site must be completed within the designated delivery timeframe; on the designated delivery days as indicated below. District reserves the right to designate an alternate delivery location if designated site is unable to receive deliveries for any reason. The District also reserves the right to revise delivery times as required. Contractor should indicate proposed alternative delivery days if needed. **NIGHT SHIPMENTS WILL NOT BE ACCEPTED.**

Location Name	Location Address	Preferred Delivery Day(s)	Delivery Times
District Warehouse	10515 S. Pioneer Blvd., Santa Fe Springs, CA 90670	Monday	6:00 a.m. – 11:00 a.m. 12:30 p.m. – 2:00 p.m.
Cresson Elementary	11650 Cresson St., Norwalk, CA 90650	Monday	6:30 a.m. – 10:30 a.m.
Jersey Elementary	9400 Jersey Ave., Santa Fe Springs, CA 90670	Monday	6:00 a.m. – 10:30 a.m. 1:00 p.m. – 1:30 p.m.
Lake Center Middle School	10503 S. Pioneer Blvd., Santa Fe Springs, CA 90670	Monday	6:00 a.m. – 11:00 a.m. 1:00 p.m. – 1:30 p.m.
Lakeland Elementary	11224 Bombardier Ave., Norwalk, CA 90650	Monday	6:30 a.m. – 11:00 a.m. 12:30 p.m. – 12:45 p.m.
Lakeside Middle School	11000 Kenney St., Norwalk, CA 90650	Monday	6:00 a.m. – 11:00 a.m. 1:00 p.m. – 1:30 p.m.
Lakeview Elementary	11500 Joslin St., Santa Fe Springs, CA 90670	Monday	6:00 a.m. – 11:00 a.m. 1:00 p.m. – 1:30 p.m.
Paddison Elementary	12100 Crewe St., Norwalk, CA 90650	Monday	6:00 a.m. – 11:00 a.m. 1:00 p.m. – 1:30 p.m.
Studebaker Elementary	11800 Halcourt Ave., Norwalk, CA 90650	Monday	6:00 a.m. – 10:30 a.m. 1:00 p.m. – 1:30 p.m.
William Orr Elementary	12130 S. Jersey Ave., Norwalk, CA 90650	Monday	6:00 a.m. – 11:00 a.m. 1:00 p.m. – 1:30 p.m.

4.17 VEHICLE DELIVERY CONDITIONS

All vehicles and containers used for transporting food items, must be kept clean and maintained in good repair and condition in order to protect food items from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

Vehicles must be capable of maintaining food items at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures. All perishable products must be delivered by refrigerated trucks whereby the temperature of all products is continuously held and received by the District between 32° and 38° Fahrenheit.

4.18 PRODUCT QUALITY CONTROL

In the event of product quality failure including, but not limited to, off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture, evidence of freezing, or otherwise unusable product factors, provisions must be made for pick up, exchange and issuance of appropriate credit. Additionally, products will be delivered free of infestation including, but not limited to, larvae and rodent droppings.

Cases and packages shall be constructed as to ensure safe and sanitary transportation to designated point(s) of delivery. All packaging material shall be FDA approved to meet all applicable State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

The Contractor agrees to permit inspection of the delivered items by a representative of the District's Food & Nutrition Services Department with the right of rejection of inferior merchandise. The District's decision shall be final and credits must be provided.

All perishable products must be delivered by refrigerated trucks whereby the temperature of all products is continuously held and received by the District between 32° and 38° Fahrenheit.

Contractor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the vendor's Hazard Analysis Critical Control Point (HACCP) system or Food Safety & Security Program must be submitted with its bid.

Contractor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Contractor shall ensure that all products received under this Agreement shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of Los Angeles or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

In the event of a product contamination issue, Contractor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with bid (HACCP Plan OR Food Security and Safety Program including Pest Control Policy and Recall Procedures).

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PRODUCT QUALITY CONTROL PARAMETERS WILL BE REJECTED

4.19 SUBSTITUTION AND DISCOUNTED ITEMS

Any and all products delivered during the period covered by this Agreement shall be only the exact products as requested by the District, substitutions will not be allowed without prior approval by the District. If the desired product is absolutely not available for any reason, the District shall be notified at least two days in advance and the District shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the District.

No product will be represented as being in conformance with the specification when such is not the case. District preferences have been pre-determined in accordance with taste tests and pricing evaluations. Products are on a menu based upon very specific nutritional analysis and a copy of that analysis is on file at the District.

The Contractor must provide the specified product or an acceptable substitute, as determined by the District. If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Contractor shall be required to reimburse the District for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within sixty (60) days of written request by the District.

4.20 ADDITIONAL ITEMS

During the term of this Agreement, as the need for other products arises or new products are developed, the

District reserves the right to add items to this Agreement. The price of such items shall be negotiated between the District and the Contractor using a similar mark-up percentage as all other existing/awarded products on the price request and shall be subject to the terms and conditions of this Agreement.

4.21 VELOCITY REPORTS

Contractor shall provide velocity reports to the District upon request

4.22 APPLICABLE “BUY AMERICAN” PROVISION

Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the “Buy American” provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, bidders offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this bid. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased.

By the requirements of the Richard B. Russell National School Lunch Act’s (NSLA) Buy American provision that school food authorities (SFAs) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable.

4.23 RESTRICTIONS ON LOBBYING AND CONTACT

From the period beginning with the date of the issuance of this bid and ending on the date of the award of the contract, no person, or entity submitting a response to this bid, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this bid, the evaluation or selection process and/or the award of the contract with any member of the District, Board of Education, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.

4.24 NON-COLLUSION DECLARATION

Bidders submitting a bid shall execute and deliver a non-collusion declaration in the form attached hereto. Failure to submit such non-collusion affidavit shall be grounds to reject bid as non-responsive.

4.25 FEDERAL NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may

be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) (PDF) found online at the Filing a Discrimination Complaint as a USDA Customer Web page External link opens in new window or tab. and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
Fax: 202-690-7442
Email: program.intake@usda.gov

USDA is an equal opportunity provider

4.26 NON-DISCRIMINATION

In the performance of the terms of this Agreement, Contractor agrees that it will not engage in nor permit such subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, age, marital status, or sex of such persons. Therefore, the Contractor agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment Practices Act as set forth in Government Code Sections 12900 et seq and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all subcontractors employed to do work under this contract.

4.27 FINGERPRINTING

Contractor agrees to comply with all provisions of Education Code Section 45125.1. Contractor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this Agreement 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. Contractor will provide the District with a list of all employees providing services pursuant to this Agreement. In the alternative, Contractor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during normal district hours shall be accompanied at all times by and individual who has satisfied the fingerprinting requirements of Section 45125.1.

4.28 COMPLIANCE WITH APPLICABLE LAWS

Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations (the "Applicable Rules"). Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County. Any inspection conducted by the District pursuant to this Section shall in no way be construed as relieving Contractor from

its obligation to comply with all Applicable Rules or the obligations set forth in this Agreement.

4.29 PERMITS AND LICENCES

Contractor and all Contractor's employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services listed therein. Contractor shall declare under penalty of perjury that he possesses the required licenses or permits.

4.30 CONDUCT ON DISTRICT PREMISES

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District's premises, possession or distribution of contraband, or the access to, and security of, the District's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure or directed to where such policies and procedures are maintained (including the District's website). Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other District's premises. The operation of vehicles by Contractor personnel on the District property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a District's property and involving Contractor personnel shall be reported promptly to the appropriate District personnel. Contractor covenants that at all times during the term it, and its employees, agents, and subcontractors shall comply with, and take no action that results in being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Contractor's personnel shall clearly identify themselves as the appropriate personnel and not as employees of the other District. When on the other District's premises, Contractor personnel shall wear and clearly display identification badges or tags, as approved by the District. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. The District, at its sole discretion, may require Contractor to immediately remove any personnel the District deems in violation of these requirements.

4.31 MERGERS, ACQUISITIONS, OR BUYOUTS

In the event that the successful bidder sells the company or merges with another company, current Agreement terms and conditions must remain the same as awarded. Agreements will not be renegotiated due to a merger, acquisition, or buyout.

4.32 ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof, without the previous consent in writing of District; and Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Agreement unless by and with the like consent signified in like manner. If the Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or of any of the monies to become due under the Agreement, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of District, be terminated, revoked and annulled, and District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee. No right under the Agreement, nor any right to any money to become due

hereunder, shall be asserted against District in law or equity by reason of any purported assignment of the Agreement, or any part thereof, or by reason of the purported assignment of any moneys to become due hereunder, unless authorized as set forth herein by written consent of District. Any assignment of money due or to become due under this Agreement shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said Agreement in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to deductions for liquidated damages or withholding of payments as determined by District in accordance with this Agreement.

5 BID SPECIFICATIONS

1. Each bidder shall review the frozen, refrigerated, processed commodity product list on the following pages.
2. Delivery will not be to one central location. Delivery will be noted on each purchase order under "Ship To".
3. Delivery accepted Monday. Delivery will not be accepted at night, Saturday or Sunday.
4. There are no loading docks available at school sites. Pricing must include any and all delivery charges and should include when necessary, lift gate, unassisted off-loading, and inside delivery charges.
5. No fuel surcharges will be levied during the term of this contract. There shall be no delivery minimum in dollar volume or unit counts on all orders placed and delivered to each site.
6. Items will be purchased on an as-needed basis on separate purchase orders at any time during the contract period.
7. Awarded bidder will be held responsible for following-up to ensure complete and on-time deliveries for all products.
8. The quantities listed for each type of item are District estimates only. Any resulting purchase orders may be for more or less quantity.
9. The term of this base contract is for one year beginning July 1, 2018 through June 30, 2019, and may be extended by mutual written agreement of both parties and upon Board approval, for a renewal term not to exceed a total contract term of three years.
10. Selection of the awarded Contractor will be based on the lowest responsive, responsible bidders on the most number of items listed on the Bid Form.

6 BID FORM

Pursuant to District's "Notice Calling for Bids" and the other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

FROZEN AND REFRIGERATED PRODUCTS AND SERVICES – RFB No. 18-19-003

The District reserves the right to award a contract or reject all bids and re-advertise, as appears to be in its best interests. Bidders must provide a bid for all work required by the Contract Documents. The Base Bid Amount set forth in this Bid Form being solely for the purpose of comparing bids, and final compensation under the Contract will be based upon the actual work satisfactorily completed. However, by submitting a bid, the bidder is confirming that it can and will provide all services required by the Contract Documents for the Base Bid Amount. This Base Bid Amount shall include all appurtenant expenses, taxes, royalties, and fees. The District reserves the right to increase or decrease the amount of any services set forth in the Contract Documents and to delete any item from the Contract Documents once a contract is executed.

Base Bid Amount \$ _____

BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM(S):

Number Number Number Number Number Number Number Number

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

The Bid Form Price Sheet for all items bid shall be attached to and incorporated herein this Bid Form by this reference and shall be construed as part of the Bid Form. Failure to complete and execute the Bid Form in its entirety shall render a bidder non-responsive. Failure to complete and execute the Bid Form Price Sheet in its entirety may render a bidder non-responsive.

The undersigned has verified prices proposed in the attached Bid Form Price Sheet which is attached hereto and incorporated herein this Bid Form and understands and agrees that the District is not responsible for any errors or omissions on the part of the undersigned.

The undersigned further certifies and warrants that numbers and calculations provided in the attached Bid Form Price Sheet are accurate and correct.

The bidder is familiar with Government Code Sections 12650, et seq., and Penal Code Section 72 and understands that false claims can lead to imprisonment.

Bidder shall submit a hard copy of the bid in its entirety and a copy of the Bid Form Price Sheet in the template format (Microsoft Excel) in a sealed envelope showing the bid number, opening date, and opening time. All Bids must reach the Purchasing Department at the address listed by the time and date shown above.

BID FORM PRICE WORKSHEET

To obtain an electronic copy of the **18-19-003 - Bid Form Price Worksheet**, [CLICK HERE](#)

You may also contact Jorge Vargas, Buyer at jvargas@llcsd.net and/or (562) 868-8241 Ext. 2268

Bidder shall coordinate delivery with District. Bidder shall bid all items FOB Destination, Santa Fe Springs, CA.

The undersigned has verified the prices proposed and understands and agrees that District is not responsible for any errors or omissions on the part of the undersigned.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Company Name

Address

Signed By

Date

Title

Phone Number

Email Address

If bidder is an individual, name and signature of individual must be provided, and, if doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by signatures of the corporation President or Vice President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners, joint ventures, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners, joint ventures, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors

7 AGREEMENT

THIS AGREEMENT, entered into 13th day of June, 2018 is hereby entered into between **LITTLE LAKE CITY SCHOOL DISTRICT**, hereinafter referred to as the “District”, and _____, hereinafter referred to as the “Contractor”. The District and the Contractor are sometimes referred to herein as a “Party” and collectively as the “Parties”. This Agreement is made with reference to the following facts:

WHEREAS, District has solicited bids for the distribution of Frozen and Refrigerated Products and Services via Request for Bids No. 18-19-002, hereinafter referred to as the “Project”; and

WHEREAS, Contractor is the successful bidder under such request for bids, and the District and Contractor hereby desire to set forth their Agreement with respect to the Contractor’s willingness and commitment to provide the products and services to the District on the terms hereafter set forth in this Agreement.

NOW, THEREFORE, the Parties hereto agree that the above recitals are true and correct, and further as follows:

7.1 SCOPE OF PRODUCTS AND SERVICES

The Contractor shall provide to the District from time to time as ordered by the District frozen and refrigerated products and services in strict accordance with the Request for Bid documents, identified as the Frozen and Refrigerated Products and Services – RFB No. 18-19-003 and incorporated into this Agreement.

The Contractor shall supply frozen and refrigerated products and services along with the associated products and services (the “Project Products”) in strict accordance with the Project’s Request for Bid documents for the Project, identified as the Frozen and Refrigerated Products and Services – RFB No. 18-19-003 and incorporated into this Agreement by this reference (the “RFB”). As set forth in the RFB, the Project, and this Agreement, obligates the Contractor to provide the Project Products on an as-needed, per-order basis. Thus, the District shall not be obligated to order or purchase any specific Project Products at any specific quantity unless ordered by the District pursuant to the process set forth herein.

7.2 COMPENSATION TERMS

Contractor’s payment and consideration for this Agreement shall be the payment for any and all Project Products ordered, received, and accepted by the District pursuant to the terms set forth herein. Contractor shall not receive, or be entitled to, any additional payment pursuant to this Agreement, including, but not limited to, any start-up fee, service cost, or product reserve charge. As set forth herein, this Agreement constitutes an order agreement whereby the District may, but is not required to, order specific products at the price and terms set forth in the RFB and RFB Response. Thus, the District is not obligated to make a minimum quantity of orders or pay any cost or fee except for the fees incurred pursuant to ordered Project Products.

7.3 COMPONENT PARTS OF THE AGREEMENT

The “Contract Documents” include the following:

- Notice calling for bids,

- Introduction
- Instructions for bidders
- General Terms and Conditions
- Bid Form
- Bid Specifications
- Agreement
- Bidders Information
- Reference List
- Non-collusion declaration
- Suspension and Debarment Certification
- Certification of Regarding Lobbying
- Disclosure of Lobbying Activities
- Alcoholic Beverage and Tobacco-Free Campus Certification
- Drug-Free Work Place Certification
- Buy American Certification
- Iran Contracting Certification
- Workers Compensation Certification
- Finger Printing/Criminal Background Investigation Certification
- W-9 form
- Amendments/Addendums Issued by District
- Any other documents contained in or incorporated into the Bid

The Contractor shall provide products and services in strict accordance with all of the Contract Documents.

All of these documents are complementary and what is called for by any one shall be as binding as if calling for by all.

7.4 TERMINATION CLAUSE

Contractor agrees to adhere to termination clause as set forth in the General Terms and Conditions of RFB No. 18-19-003.

7.5 HOLD-HARMLESS CLAUSE

Contractor shall provide indemnification as set forth in the General Terms and Conditions of RFB No. 18-19-003.

7.6 INSURANCE REQUIREMENTS.

Contractor shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to the District which will protect Contractor and the District from claims which may arise out of or result from the Contractor's actions or inactions relating to this Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The specific insurance coverages to be held by the Contractor pursuant to this Section are provided in Section 4.11 of the Terms and Conditions section in the RFB.

7.7 PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

7.8 NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States Mail, registered or certified mail, postage prepaid, return receipt required, or sent by an overnight delivery service, or email transmission, addressed as follows:

District

Manuel Correa
Assistant Superintendent, Business
Little Lake City School District
10515 S. Pioneer Blvd.
Santa Fe Springs, CA 90670
(562) 868-8241
mcorrea@llcsd.net

Contractor

Any notice personally given or email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following the date sent. Any notice given by United States mail shall be effective three (3) days after deposit in the United States mail. At the date of this Agreement, the addresses of the parties are set forth above.

7.9 ADMINISTRATOR OF AGREEMENT

This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a PARTY hereunder shall be addressed to:

District

Manuel Correa
Assistant Superintendent, Business
Little Lake City School District
10515 S. Pioneer Blvd.
Santa Fe Springs, CA 90670
(562) 868-8241
mcorrea@llcsd.net

Contractor

7.10 FORCE MAJEURE

The Parties to the Agreement shall be excused from performance thereunder 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, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is

satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing

7.11 GOVERNING LAW AND VENUE

This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

7.12 AMENDMENTS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing.

7.13 ENTIRE AGREEMENT

This Agreement and any exhibits attached hereto constitute the entire Agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both Parties to the Agreement. In the event an express conflict between the terms of this Agreement and the terms of the any attachments or exhibits, the terms of this Agreement will prevail.

7.14 COUNTERPARTS

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

7.15 SEVERABILITY

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

7.16 SIGNATURE AUTHORITY

Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. In accordance with Education Code section 17604, this Agreement is not valid, binding, or an enforceable obligation against the District until approved or ratified by motion of the Governing Board, duly passed and adopted.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below:

Contractors Name

Signature

Title

Print Name

Date

Signature

Title

Print Name

Date

If the Contractor is a corporation, signature of two specific corporate officers are required as further set forth. The First corporate office signature must be one of the following: 1) Chairman of the Board; 2) the President; 3) Chief Financial Officer; 4) Treasurer.

Alternatively, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company. (California Corporations Code Section 313)

LITTLE LAKE CITY SCHOOL DISTRICT

Signature

Assistant Superintendent, Business Services

Title

Manuel Correa, CPA

Print Name

Date

8 BIDDER CHECKLIST

This checklist is provided as a convenience to assist bidders in ensuring that a complete bid package is returned. It is not represented as being comprehensive and compliance therewith does not relieve the bidder of responsibility for compliance with any bidder requirement which may not be mentioned specifically in this checklist. Completed original documents are required; fax or email documents will not be accepted.

All of the listed items must be fully completed and returned to constitute a complete bid package. It is not necessary to return the checklist with the bid.

Required Document	Page(s)	Check ✓
Executed Bid Form		
Executed Agreement		
Completed Product Price List (hard copy and electronic copy)		
Bidder Information		
Completed Reference List		
Non-Collusion Declaration		
Suspension and Debarment Certification		
Certification Regarding Lobbying		
Disclose of Lobbying Activities		
Alcoholic Beverage and Tobacco-Free Campus Certification		
Drug-Free Work Place Certification		
Buy American Certification		
Iran Contracting Certification		
Workers Compensation Certification		
Finger Printing/Criminal Background Investigation Certification		

9 BIDDER INFORMATION

The bidder shall furnish the following information. Failure to comply with this requirement will render the bid informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its officers, directors, shareholders, parties or principals.

1. Firm Legal Name

2. Number of years your firm has been in business under the present ownership?

3. Has your firm been in litigation on a question relating to your performance on a contract during the past three years? If "Yes", please explain.

4. Has your firm failed to complete a contract in the last three years? If "Yes", please explain.

5. Has your firm defaulted or been replaced at the will of the client during the fiscal year within the last three years? If "Yes", please explain.

6. What is your procedure for notifying customers of shortages and/or substitutions?

7. What is your procedure for notifying customers of a product recall?

8. Is your storage facility approved by the California Department of Education Food Distribution Division to receive, store, handle, and distribute Processed USDA Foods?

9. How you describe your company's financial stability?

10. Do you now or have you ever had any direct or indirect business, financial or other connection with any individual official, employee, or consultant of District, other than fulfilling orders or contracts? If "Yes", please explain.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Company Name

Signed By

Date

Title

10 REFERENCES LIST

References: Please submit three current references, preferably school districts, that you have provided services to in the previous year.

- 1.) _____
Name of School District or Entity

Contact Name

Contact Title

Phone Number

Email Address

- 2.) _____
Name of School District/Company

Contact Name

Contact Title

Phone Number

Email Address

- 3.) _____
Name of School District/Company

Contact Name

Contact Title

Phone Number

Email Address

11 NON-COLLUSION DECLARATION
California Public Contract Code – PCC 7106

The undersigned declares:

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

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

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

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

Name of Contractor

Signature of Authorized Official

Title

12 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 FOLLOWING)

- (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

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.

13 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 Vendor:		
Printed Name and Title:	Signature:	Date:

14 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 _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: <p style="text-align: center;">Congressional District, if known:</p>	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <p style="text-align: center;">Congressional District, if known:</p>	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether 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. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or 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 item 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 (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number

15 ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS CERTIFIATION

In the interest of public health, Little Lake City School District provides an alcohol and tobacco-free environment. The bidder agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on District property and in District vehicles.

Each employee engaged in the performance of the agreement will be given a copy of this statement and, as a condition of this agreement; the undersigned agrees to abide by the terms.

I acknowledge that I am aware of the District's Alcoholic Beverage and Tobacco-Free Campus Policy and hereby certify that I will adhere to the requirements of the policy.

Name of Contractor

Date

Signature of Authorized Official

Title

16 DRUG-FREE WORKPALCE CERTFICATION

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing 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 of the contract or grant, and the Contractor 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:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. 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 (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the LITTLE LAKE CITY SCHOOL 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, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

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.

Name of Contractor

Date

Signature of Authorized Official

Title

17 BUY AMERICAN CERTIFICATION

By the requirements of the Richard B. Russell National School Lunch Act’s (NSLA) Buy American provision that school food authorities (SFAs) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable.

Section 12(n) of the NSLA defines “domestic commodity or product” as one that is produced and processed in the United States substantially (greater than 51%) using agricultural commodities that are produced in the United States.

There is two situations which may warrant a waiver to permit purchases of foreign food products include: 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

If Vendor offers a non-American product, Vendor must list the product below. Product is subject to review by District. If District declines a waiver, product will be awarded to lowest priced item meeting award criteria. District’s decision on approval of foreign substitutions will be final.

Product Description	Country of Origin	Domestic Price	Non-American Price	Reason for Waiver

Attach additional sheets if necessary.

Name of Contractor

Date

Signature of Authorized Official

Title

18 IRAN CONTRACTING ACT CERTIFICATION

California Public Contract Code – PCC 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</i>
<i>Name and Title (Printed)</i>	
<i>Signature of Authorized Official</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</i>
<i>Name and Title (Printed)</i>	
<i>Signature of Authorized Official</i>	
<i>Date Executed</i>	<i>Executed In</i>

19 WORKERS COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.
- For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Name of Contractor

Date

Signature of Authorized Official

Title

In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

20 FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the four boxes **must** be checked, with the corresponding certification provided.

The undersigned does hereby certify to the Governing Board of the DISTRICT as follows:

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows:

Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto

- Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is.

Name of Employee

Title

- Due to the nature of the work employees and/or subcontractor or supplier of any tier of the agreement shall not come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

The undersigned does hereby declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Name of Contractor

Date

Signature of Authorized Official

Title

