

**LITTLE LAKE CITY SCHOOL DISTRICT**

**REQUEST FOR BID**

**GROCERY AND DRY FOOD PRODUCTS  
RFB# 17/18-001**

**Proposals Due By: Friday, April 28, 2017 – 2:00 P.M.**



**\*Submit Proposals To:**

Little Lake City School District  
Purchasing Department  
10515 S. Pioneer Blvd.  
Santa Fe Springs, CA 90670

**\*Proposals must be in a sealed envelope bearing the words “SEALED PROPOSAL–GROCERY AND DRY FOOD PRODUCTS RFB# 17/18-001” on the outside of the envelope\***

**NOTICE INVITING SEALED BIDS TO THE  
LITTLE LAKE CITY SCHOOL DISTRICT**

**REQUEST FOR BID**

**PROJECT NAME:** GROCERY AND DRY FOOD PRODUCTS  
**PROJECT NUMBER:** 17/18-001

**BIDS MUST BE RECEIVED BY:** April 28, 2017 – 2:00 P.M.

**BIDS TO BE OPENED AT OR AFTER:** May 1, 2017 10:00AM  
**PLACE OF BID RECEIPT:** LITTLE LAKE CITY SCHOOL DISTRICT  
10515 S. Pioneer Boulevard  
Santa Fe Springs, CA 90670  
Attn: Jorge Vargas

**NOTICE IS HEREBY GIVEN** that the Little Lake City School District (LLCSD or the District), County of Los Angeles, California, will receive up to, but not later than the time set forth above, sealed contract bids for the award of a contract for the above-named project. All bid proposals shall be made on the proposal forms furnished by LLCSD and placed, together with the accompanying documents and security, in a sealed package addressed to the LLCSD Purchasing Department at the above address, with the project name typed or clearly printed on the lower left corner of the package. All bid proposals must comply with the requirements contained in this Notice and in the specifications and other contract documents. All bids in apparent compliance with such requirements shall be opened and publicly read aloud at the above-stated time at the place of bid receipt identified above.

**DESCRIPTION OF PRODUCTS: Grocery and Dry Food Items**

The District reserves the right to reject any and all bids, to make multiple or “split” awards (if applicable), and to waive any irregularities in any proposal.

**RIGHT OF REJECTION OR WAIVER:** LLCSD reserves the right to reject any or all bids or any parts thereof, and to waive any irregularities or informalities in any bid or in the bidding, and to make awards in all or part in the best interests of LLCSD.

**WITHDRAWAL OF BID:** No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

Bid Documents are available at the District’s website at <http://www.llcsd.net/currentbids>.

No telephone or facsimile machine will be available to bidders on the District premises at any time.

It is each bidder’s sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

Publication: *Whittier Daily News* March 28, 2017 & April 4, 2017 AD#

**LITTLE LAKE CITY SCHOOL DISTRICT**

**GROCERY AND DRY FOOD PRODUCTS**

**Bid No. 17/18-001**

**Bidder's 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 bid requirement which may not be mentioned specifically in the checklist. Original documents are required. Fax or email documents will not be accepted under any circumstances.

All of the listed items must be returned to constitute a complete bid package.

Check <input type="checkbox"/>	Item to Return	Page(s)/Attachment(s)
	Bid Form	Pages 18-19
	Non-Collusion Affidavit	Page 20
	Disclosure/Certification Regarding Lobbying	Pages 21-23
	Certification Regarding Debarment, Suspension, Ineligibility	Pages 24
	References	Page 27
	Product Formulation Statements or CN Labels as Applicable, Specs, Nutritional Information, Ingredient Lists of Products Offered on the Bid	Attachment #1
	Evidence of Operational HACCP Program, Recent Health Department Inspection	
	Proof of Insurance	

## **INSTRUCTIONS TO BIDDER**

1. **BID FORMS.** Proposals under these specifications shall be submitted on the blank forms furnished herewith at the time and place stated in the Notice Inviting Bids. Each bidder shall review and comply with all bidding instructions and requirements. All blanks in the Bid Form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals.
2. **BID OPENING AND BID RESULTS.** Bids shall be opened publicly in the District's Business Services Department. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available upon written request within a reasonable time after the bid opening. Bid results will be emailed, faxed or mailed to interested parties upon request.
3. **BID SUBMITTAL DEADLINE.** The Bid Submittal Deadline is as indicated in the Notice Inviting Bids. Sealed Bids must arrive at Little Lake City School District Purchasing Department, 10515 S. Pioneer Boulevard, Santa Fe Springs, CA 90670, up to, but not later than the specified date and time. All bids must be signed by the bidder in permanent ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number (if applicable), and the name of the Project for which the bid is submitted. The Owner reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
4. **BID WITHDRAWAL.** Bidder or bidders' authorized representatives may withdraw bids only by written request received by the District before the Bid Submittal Deadline. After that time, Bidders may not withdraw their bids for a period of sixty (60) days from the Bid Submittal Deadline. At no time may the successful bidder(s) withdraw his bid. Verify your bids before submission as they cannot be withdrawn or corrected after being opened, or after the specified time period has elapsed.
5. **INFORMED BIDDERS.** Before submitting bids, bidders must fully inform themselves of the terms, conditions, requirements and specifications of the food product to be furnished. Failure to do so will be at bidders own risk and they cannot secure relief on the plea of error.
6. **LATE BIDS.** Bids not received by the Bid Submittal Deadline are late. Late bids will not be accepted and will be returned to bidders unopened.
7. **PRICES, NOTATIONS, AND MISTAKES.** Bidder agrees that the prices quoted are fixed for the contract period. Prices are to be quoted FOB Destination, Santa Fe Springs, CA. Pricing should include all fees except California Sales Tax. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. The District will not be held responsible for any errors or omissions on the part of the Bidder in the preparation of the Proposal. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.
8. **NO SURPRISES.** Bidder will implement no changes to prices, or interpretations of contract terms, without the express, advance concurrence and written consent of the District.
9. **QUESTIONS, INTERPRETATION, OR CORRECTION OF QUOTE DOCUMENTS.** Bidders shall notify the District promptly of any error, omission, or inconsistency that may be discovered during examination of the Bid Documents. Requests for interpretation, correction, or clarification shall be made

in writing to Jorge Vargas, Little Lake City School District, 10515 S. Pioneer Boulevard, Santa Fe Springs, CA 90670 or [jvargas@llcsd.net](mailto:jvargas@llcsd.net). ***Questions regarding this bid must be submitted in writing and shall arrive no later than April 18, 2017.*** Any questions received after the deadline will not be addressed. Any interpretation or correction of the RFB documents will only be made by Addendum duly issued and available at the District's website at <http://www.llcsd.net/currentbids>. Bidder's company name, address, phone and fax number, and contact person along with the bid number and name must be included with the submission.

10. **CLARIFICATION, CORRECTIONS OR CHANGES TO SPECIFICATIONS.** All clarifications, corrections, or changes to the Bid Documents will be made by written Addendum *only* which will be posted on the District's website at <http://www.llcsd.net/currentbids>. Bidders are responsible for periodically reviewing the District's website and incorporating all addenda into their bid packages. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the Agreement documents. All Addenda must be acknowledged in the bid response, unless otherwise directed by an Addendum.

11. **TERMS OF THE OFFER.** Little Lake City School District's acceptance of bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the Little Lake City School District. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

12. **NONDISCRIMINATION.** Bidder shall abide by the current provisions, and later revisions, of the United States Civil Rights Act of 1964, which prohibits discrimination against any service recipient on the basis of race, national origin or ancestry, age, religion, sex, marital status, political affiliation, or physical or mental condition. Bidders shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), pertaining to the prohibition of discrimination against qualified handicapped persons under any program or activity, which receives or benefits from federal financial assistance.

13. **NON-COLLUSION DECLARATION.** A Non-Collusion Declaration must be completed and submitted on the preprinted form furnished herewith. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a bidder, or has quoted prices of product to a bidder, is not hereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

14. **AWARD OF BID.** Award of this bid shall be made to the lowest priced responsible bidder that is fully responsive to all the terms and conditions, including meeting item specifications as set forth in these documents. The District also reserves the right to make multiple awards, sole awards or no award at all and further reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid. This award will be based on the product bid. At the District's sole discretion, award of this bid may be made by individual line item or groups of line items to the lowest price responsible bidder for the designated item or group of items. A bidder **must** deliver the items within the specified delivery time and demonstrate, to the District's satisfaction, that it has the capacity to delivery any and all products in any quantity at the specified delivery time in order to be declared responsive to this bid.

The District reserves the right to request any documents in order to determine if the bidder is responsible and fully responsive to this solicitation.

15. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS. The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the 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 bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

16. BID SIGNATURES. All bids must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Any signature required on bid documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign the documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth together with two signatures from among the Chairman of the Board, President or Vice- President and one from among the Secretary, Chief Financial Officer or Treasurer. Alternatively, the signature of 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. Where indicated, in the event that 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 and should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the joint venture or partnership. If the bidder is an individual, his/her signature shall be placed on such documents. Obligations assumed by such signature must be fulfilled.

17. PATENTS, COPYRIGHTS, ETC. The bidder shall hold the Little Lake City School District, its officers, agents, servants and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this bid.

18. NO MINIMUM/MAXIMUM QUANTITIES, ORDER CHARGES OR LIMITATIONS UPON NUMBER OF ORDERS. The District does not guarantee that orders will be placed in any particular quantities nor shall the District be required to limit its orders to any specific brand, model or quantity. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract at the prices bid, or no orders at all, shall be allowed to the District. This is an indefinite-quantity bid. Bidders shall not set price based on any perceived or suggested minimum or maximum order quantity. Unlimited orders within the term of the Contract shall be allowed to the District at prices quoted in the bid.

19. AWARD OF CONTRACT. The District reserves the right to make its selection based upon its best judgment as to which bidder substantially complies with the specifications and which bid is the most economical and/or best suited for the District. Each bidder may be awarded a contract for one item or a specific group of items. The District will award a Contract to a bidder or bidders that best meet the District's needs and requirements, and that the District determines, in its sole discretion, are in the best interests of the District. No Contract shall be valid unless the District's Governing Board approves a Purchase Order or another agreement form pursuant to this Bid as set forth in the Education Code.

20. ERASURES, INCONSISTENT OR ILLEGIBLE BIDS. The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the Bid. In the event of inconsistency between words and figures in the Bid price, words shall control figures. In the event that the Owner determines that any Bid is unintelligible, inconsistent or ambiguous, the Owner may reject such Bid as not being responsive to the invitation to Bid.

21. MODIFICATIONS. Changes in or additions to the Bid form, recapitulations of the work proposal upon, alternative bids, or any other modification of the Bid form that is not specifically called for in the Bid Documents may result in the Owner's rejection of the Bid as not being responsive to the invitation to proposal. Bids may be withdrawn, and resubmitted before the bid submission deadline. Withdrawal or Modifications to bids must be made in writing and delivered to Jorge Vargas, Buyer, prior to bid submission deadline. Withdrawal or modification offered in any other manner will not be considered. It is the Bidder's sole responsibility to ensure that its Bid is received prior to the RFP deadline.

22. ADDENDA TO THE DOCUMENTS. The Owner reserves the right to issue such addenda to the documents, as it may desire at any time prior to the time fixed for receiving Bids. Any addenda issued for this Bid will be published and available at <http://www.llcsd.net/currentbids>. It is the responsibility of each bidder to verify that all Addenda have been received and incorporated into the bidder's Bid. The number and date of each addendum shall be listed on the bidder's Bid in the space provided.

23. BID PROTEST PROCEDURE. Any bidder may file a bid protest. The protest shall be filed in writing with the District's Director of Fiscal Services, Khrystyne Pimentel, not more than ten (10) calendar days after the date of the bid opening. An e-mail address shall be provided and, by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

a. 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 fifteen (15) days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The Decision on the Bid Protest will be copied to all parties involved in the protest.

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

c. 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.

## **TERMS AND CONDITIONS**

1. BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean bidder has agreed to all the bid specifications, terms and conditions set forth in the pages of this solicitation.

2. FAILURE TO FULFILL CONTRACT. When any bidder shall fail to deliver any article or service or shall deliver any article or service which does not conform to the District's specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said bidder, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the Little Lake City School District. Any failure for furnishing such articles or services by reason of the failure of the bidder, as above stated, shall be a liability against such bidder. The Little Lake City School District reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Little Lake City School District, if requested. The successful bidder shall notify the District immediately in writing as soon as it discovers or determines that it will not be able to meet any article or service requested by the District or any article or service required to be provided by the terms of its Contract.

In the event the District terminates any order in whole or in part, for bidder default reasons outlined above, it may procure supplies or services similar to those so terminated from other sources, and the Vendor shall be liable to the District for any excess in costs for such similar supplies or services.

3. COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other laws relative thereto and the bidder shall be solely liable for any harm, damages, or fines arising from its failure to comply with all applicable laws.

4. FORCE MAJEURE. If execution of this purchase order shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Bidder, the Bidder shall notify the Little Lake City School District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God or war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

5. FORMATION OF CONTRACT. Upon selection of the winning Bidder(s), the District shall provide a written contract to the selected Bidder(s) which shall incorporate the terms of these Bid Documents, including the Notice Inviting Bids, Instructions to Bidders, Requirements, Terms and Conditions, Bid Specifications, Successful Bidder(s) signed Bid Form, and Bid Form Price Sheet to establish the terms and conditions of the food products to be provided.

6. LAWS GOVERNING. This purchase order shall be in accordance with the laws of the State of California. The parties stipulate that this purchase order was entered into in the County of Los Angeles, in the State of California. The parties further stipulate that the County of Los



Angeles, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

7. NOMENCLATURES. The terms Successful Bidder, supplier, Vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the Little Lake City School District enters into a Purchase Order as a result of this solicitation.

8. REJECTION OF BIDS. The Little Lake City School District reserves the right to reject any bids, all bids, or any part of a bid. The District may reject bids for a specific item or group of items but maintain bids for the remaining items.

9. SAFETY. All articles delivered under this purchase order must conform to the Safety Orders of the State of California, Division of Industrial Safety and all applicable federal laws. The awarding bidder shall be solely liable for any harm, damages, or fines arising from its failure to comply with all applicable laws.

10. SELL OR ASSIGN. The Successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under this Contract without the specific written consent of the Little Lake City School District.

11. SEVERABILITY. If any provisions, or portions of any provisions, of this purchase order are held invalid, illegal, or unenforceable, they shall be severed from the purchase order and the remaining provisions shall be valid and enforceable.

12. TAXES, FEDERAL EXCISE. The Little Lake City School District is exempt from Federal Excise Tax.

13. SALES TAXES. California Sales and Use Taxes should not be included or shown separately on the Bid Form. The District will add the tax to any orders placed as a result of this bid.

14. WAIVER OF INFORMALITIES. The Little Lake City School District reserves the right to waive any irregularity in any bid received.

15. AUTHORIZED DISTRIBUTOR. Successful Bidder must be an authorized distributor for the product he offers, or with his bid he must submit documentation from an authorized distributor that he has purchased the specified product from that distributor and that the distributor will honor all of the manufacturer's warranties throughout the term of the contract.

16. BRAND NAMES. Bidders are required to provide products that match the Manufacturers names, trade names, brand names, product code and catalog numbers used in the specifications and/or the Bid Form Price Sheet unless the bidder can provide an equal product in accordance with Section 17.

17. SUBSTITUTIONS AND SAMPLES. Certain specifications are set forth herein for the purpose of establishing standards, and are not intended to preclude any vendor from bidding

who can substantially meet these specifications. Vendors may propose products equal to those specified herein, but each deviation from the specification must be clearly identified as such. At a minimum, descriptive technical literature fully describing the claimed “or equal” product must be attached to the bid. Suitability and valuation of “equals” rest in the sole discretion of the Board of Education or their designees. When samples are requested, they must be furnished at no charge to the District. If a bidder does not indicate that he is proposing an item other than that which is specified, it is understood that he is furnishing the item as specified. Shipment of unauthorized substitutions will be returned at the Vendor’s expense. Whenever in these specifications, any product is indicated or specified by the proprietary name or patent or by the name of a manufacturer, such specifications shall be deemed to be used for the purposes of facilitating description of the items desired, and shall be deemed to be followed by the words “or equal.”

18. WARRANTY OF QUALITY AND FOOD SAFETY. Products must meet Federal, State, County and City regulations for production, handling, processing, marketing and labeling. The Vendor must ensure safe temperatures of food products are maintained in storage and during delivery. Food items must be of the most recent pack date. Products received that are of inferior quality or are near or past the best if used by date or expiration date will be returned to the Vendor at no charge to the District. The Vendor will make arrangements to replace the returned item with an acceptable quality product in a timely manner. The Vendor must be able to provide documentation of their HACCP procedures, recent inspection reports, procedures for food safety and sanitation, and procedures for holds and recalls. The District reserves the right to end the agreement for food quality and safety.

Where applicable, all merchandise must be warranted to be in compliance with California energy, conservation, environmental, education and products liability standards.

19. COMPLIANCE WITH OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the Little Lake City School District harmless for any failure to so conform.

20. REQUIRED DELIVERY DATES. Actual delivery of food products shall be coordinated with the District or contractor designated by the District but shall not exceed the lead time specified in the Bid Specifications, unless otherwise specified in writing by the District in the Purchase Order. The District, as a matter of bid non-responsiveness, may reject all bids (regardless of price) that indicate an inability to deliver the product within the specified time. Upon award or bid, supplier shall keep sufficient stock of products and service material to insure prompt delivery and service schedules. All quantities indicated or suggested in the bid documents are estimates only and shall not be construed as a commitment to purchase a certain number of items or any items at all. There shall be no minimum quantities for the District to place orders for needed items. The District does not guarantee orders in any amount nor shall the District be required to limit its orders to any amount. If the bidder can only provide a limited number of any item, it must indicate the number in its bid. The District may reject any bid that limits the number of items to be provided by Vendor.

21. F.O.B. DESTINATION. All prices shall be quoted F.O.B. Destination, Santa Fe Springs, CA.

22. LINE ITEM BIDDING. At the District's sole discretion, awards may be made on a unit and/or group of item basis and the District reserves the right to accept or reject any line items within any bid or make an award to a combination of line items, to be established by the District. If a bidder does not submit a bid for a specific line item, it may write on the line "no bid" and provide bids for all other items. Failure to enter a price on any line item shall not invalidate others bid amounts on other line items.

23. HOLD HARMLESS. Successful Bidder agrees to indemnify, defend, and hold harmless the Little Lake City School District, its governing body, officers, employees, agents, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of the Successful Bidder's acts, errors, omissions related to the provision of the products specified under the Contract except for liability resulting from the sole or active negligence of the District, its officers, employees, or agents. The Successful Bidder, 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, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof. The amount and type of insurance coverage requirements set forth herein, or lack thereof, will in no way be construed as limiting the scope of indemnity in this paragraph.

24. BRAND NAME AND PRODUCT CODE. On the Bid Form Price Sheet, Bidder must state the brand name and product code of each item proposed, if not bidding as specified.

25. SAMPLES. The Little Lake City School District reserves the right to request samples to be furnished prior to formal bid award. Samples shall be provided at no charge unless bidder indicates on his bid the exact charge for samples and the District accepts the charge in writing. The Little Lake City School District reserves the right to consume samples for testing purposes. The Little Lake City School District may retain samples until delivery and acceptance of contracted items. Bidders shall remove unused samples at their expense within (30) days of request, if so desired.

26. INSURANCE. Prior to commencing the work, Vendor will be required, at his sole cost and expense and, during all periods as required by the Contract, shall maintain in effect, the following policies of insurance:

a) General Liability Insurance – A policy of commercial general liability insurance, written on an "occurrence" basis, providing coverage with not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage and must include a separate endorsement naming the District, the Governing Board of District and each member thereof, and the District's other officers, agents, employees and volunteers, individually and collectively, as additional insureds.

b) Vehicle Liability Insurance – A policy of business vehicle liability insurance, written on an “occurrence” basis with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage. The Vehicle Liability policy shall include coverage for owned, hired and non-owned automobiles.

c) Workers’ Compensation Insurance – Workers’ compensation insurance as required by State Law and employers liability insurance with coverage in an amount not less than \$1,000,000.

Vendor shall maintain the insurance policies required pursuant to the Contract in effect at least until the date is one year following final payment to Vendor pursuant to the Contract. The insurance policies required pursuant to the Contract shall be issued by one or more insurers licensed to do business in the state and having an A.M. Best company rating of not less than “A-” and a financial size category of “IX”.

27. WORKERS COMPENSATION. Labor Code Section 3700 states that every employer except the State shall secure the payment of workers compensation for their employees. This provision must be adhered to and Workers Compensation Certificate must be filed with the LLCSD Business Services Department prior to commencement of the Contract. In accordance with the provisions of California Labor Code Section 3700, Vendor shall secure the payment of compensation to his/her employees. Vendor shall sign and file with the District the following certificate before performing any work under this Contract: "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 according to the provisions of the code, and I will comply with such provisions before starting the work of this Contract." The Workers Compensation Certificate shall be deemed a part of the Contract.

28. FINGERPRINTING. If applicable, Successful Bidder shall comply with all provisions of either Education Code Section 45125.1 or 45125.2. Pursuant to Education Code 45125.1, Successful Bidder shall conduct criminal background checks of all employees of bidder assigned to the District, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils, by utilizing the certification set forth in the bid documents. As part of such certification, Successful Bidder must provide the District with a list of all employees providing services pursuant to the Agreement, and designate which sites such employees will be assigned. In performing the services set forth in the Agreement, Successful Bidder shall not utilize any employees who are not included on the above-referenced list. At District’s sole discretion, District may make a finding, as authorized under Education Code Section 45125.1, that Successful Bidder’s employees will have only “limited contact” with pupils. Successful Bidder’s failure to comply with these laws shall be considered a material breach of this Contract upon where the Contract may be terminated, at District’s sole discretion, without further compensation to bidder.

Pursuant to Section 45125.2 Successful Bidder shall ensure the safety of pupils by the installation of a physical barrier at the worksite and by continual supervision and monitoring of all these employees by an employee of Successful Bidder whom the Department of Justice has ascertained has not been convicted of a serious or violent felony, as defined in Education Code Section 45125.5 (c).

29. SPECIFICATIONS. For all food products specified or indicated herein, Vendor shall provide all labor, materials, equipment, and services necessary to provide complete and proper Item(s). Incidental material not indicated in the Specifications, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Item(s) described, or be necessary in good practice to provide the Item(s), shall be furnished as though itemized here in every detail. Any omission of detailed specifications stated herein that would render the Item(s) from use as specified will not relieve the Successful Bidder from responsibility. In all instances, food product shall be delivered in strict accordance with each manufacturer's most recent published recommendations and specifications.

30. DELIVERY. Vendor must make delivery product and supplies as a result of this solicitation on or before the date set forth in the District's Purchase Order or approved Contract form. There shall not be a minimum quantity requirement in order for the District to place orders for needed items. Delivery charges, fuel surcharges, cost of transportation, handling and/or inspection on deliveries, or offers for delivery, or any additional cost associated with delivery will not be acceptable or paid by the District. Products are to be delivered by the Vendor using the Vendor's own equipment. Appropriate delivery vehicles are to be used that are refrigerated, maintained in a sanitary condition for food delivery, with company signage visible on the outside of the vehicle. Packages and crates shall be so constructed as to insure safe and sanitary transportation to point of delivery. Due care shall be exercised by the Vendor in packing, handling and shipping to assure arrival of the goods at its final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing goods not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the Vendor. The delivery person shall place the products ordered in the assigned location at the District warehouse, checked in with a District warehouse staff member. Orders will be placed and deliveries to be made on a mutually agreed upon schedule between the District and the Vendor. Deliveries will be accepted by the District between 6:30 a.m. and 2:00 p.m., Monday through Friday, excluding holidays. Special delivery specifications will be communicated as needed to accommodate holidays and other school and district closures.

31. INSPECTION. All products delivered to the District shall be in good condition at the time of delivery and are subject to inspection and rejection by the District. District may return at the Vendor's expense any products which fail to meet the conditions of the bid or fail to perform properly. Such products shall be considered as rejected and promptly replaced by Vendor. No payment shall be required until replacement is complete. Any merchandise damaged in shipment may be refused by the District and may be returned at the Vendor's expense. Company shall trace any merchandise lost in shipment. Vendor has no more than seven (7) days to remedy defective or damaged product or services that do not meet the requirements outlined in this bid.

32. INDEPENDENT CONTRACTOR. The Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which the Vendor performs the services required of the Vendor by the terms of the Contract. The Vendor shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating the employment or agency relationship between the District and the Vendor. Terms in the Contract referring to direction from the District shall be construed as providing for direction as to the policy and the result of the Vendor's work only and not as to the means by which such result is obtained.

33. INVOICES AND PAYMENTS. Unless otherwise specified, the Successful Bidder shall render one monthly invoice for products delivered or services performed under the Purchase Order. Invoices shall be submitted immediately in a form acceptable to District under the same firm name as shown on the Purchase Order. At a minimum, the invoice should include a summary of charges, broken-out by District location as applicable. Vendor shall list separately any applicable taxes payable by the District and shall certify on the invoices that the Federal Excise tax is not included in the prices listed thereon. The District shall make payment for food products, supplies or services furnished under the Purchase Order within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District's representative.

34. TERMINATION. Notwithstanding any other provision set forth herein the Contract, the District may, at any time, with or without cause or reason, terminate the Contract. Upon such termination, District shall compensate Vendor for products and/or services satisfactorily rendered to the date of termination. Written notice by the District shall be sufficient to stop further performance of delivery of products and/or services. Notice shall be deemed given when received by Vendor or no later than five (5) days of mailing, whichever is sooner.

35. DRUG-FREE WORKPLACE CERTIFICATION. Pursuant to Government Code Section 8350, et seq., Vendor will be required to execute a Drug-Free Workplace Certification. Vendor will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Contract or suspension of payment thereunder. Therefore, all worksites shall be kept drug and alcohol free at all times.

36. PROHIBITION AGAINST TOBACCO USE AND CONSUMING ALCOHOLIC BEVERAGES. Vendor hereby agrees, under the Contract, 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, on District-owned or leased buildings, on District property and in District vehicles. Therefore, all work sites shall be kept tobacco free and smoke-free at all times. In addition, no alcoholic beverages shall be consumed on or brought to any site or building owned by the District.

37. SUSPENSION AND DEBARMENT CERTIFICATION. The Vendor will be required to complete the Suspension and Debarment Certification U.S. Department of Agriculture form enclosed. Review the attached Debarment Instruction for Certification and Certification and Disclosure Statements.

38. BUY AMERICAN CLAUSE. The Agency participates in the National School lunch Program and other federally funded meal programs and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7CFR Part 210.21(d). Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Any non-domestically grown ingredients must be disclosed at the time of proposal and will be considered by the Agency at the time of opening of Proposals.

39. EVIDENCE OF RESPONSIBILITY. The District requires three (3) references for whom similar products were provided during the previous year. Please submit this with the bid packet.
40. NUTRITION. The Vendor must be able to provide the District with product specification sheets, CN labels, product formulation statements, nutrition labels and ingredient lists for items as applicable.
41. CONTRACT EXCLUSIVE. 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.
42. ANTI-DISCRIMINATION. 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, religious creed, disability, age, political beliefs, 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. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form.

## **REQUIREMENTS**

1. PRIMARY SPECIFICATIONS. The intent of this bid is to allow the district a procurement method to purchase required Grocery and Dry Food Products detailed in the Bid Form Price Sheet, as needed.

Award, if made by the District will be by action of the Governing Board and to the lowest responsive and responsible bidder per manufacturer line as set forth on the Bid Form Price Sheet. In order to be deemed fully responsive, successful bidder must meet exact specifications for each line item of the bid. Award may be made to a single bidder or to multiple bidders, at the sole discretion of the District. District, at its sole discretion, may award multiple contracts to multiple bidders for specific line items or groups of line items. Bidders certify that they will be able to provide any one item separately or any items if the District selects its bid only for a select group of line items. Bidders must be either manufacturers or factory authorized distributors for brands they are quoting, and must be able to show proof of same, if required by the District.

Upon request, successful bidders should supply a complete, current line of price and product literature for each award. It will be the responsibility of each bidder to provide the District with updates in pricing, product literature and delivery information as they become available from the manufacturers.

2. ANCILLARY REQUIREMENTS. Grocery and Dry Food Products will be ordered as needed, at the District's discretion. Nothing in the District's bid documents or subsequent Agreement(s) shall be construed as requiring the District to purchase any products from any bidder. The District, at its sole discretion, shall have the option of issuing as many orders as it deems necessary throughout the course of the Agreement, as discussed in more detail below.

Bidders shall thoroughly examine and be familiar with the specifications. The failure or omission of any bidder to receive or examine any bid documents, forms, instruments, addendum or other document there existing shall in no way relieve any bidder from obligations with respect to this bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

3. PRICING - TERM OF CONTRACT. Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual written consent of District and bidder for no more than an additional two (2) one year periods in accordance with provisions contained in the Education Code sections 17596 and 81644. Price increases may be negotiated subject to existing local market conditions but may never exceed ten percent (10%) in any contract year. However, in no event shall the prices set forth in the bid be raised without written approval by the District. In the event of a general price decrease, the winning bidder shall notify the District in writing and pass the decrease proportionate to the general price decrease to the District. The District reserves the right to revoke specific bid awards unless the decrease is passed on to the District.



## **BID SPECIFICATIONS**

The intent of this bid is to secure formal pricing for a specified list of Grocery and Dry Food Product including a discount rate for items in the awarded bidder(s) current and future price lists or catalogs, if said bid is renewed past the original expiration date subject to the following specifications:

- Delivery shall be made to the District's warehouse at no additional cost to the District.
- All Grocery and Dry Food Product must be delivered to the District's satisfaction no later than fourteen (14) days after receipt of District issued food order, unless otherwise directed by the District in writing.
- Bidder will provide Full Service which shall include delivery of Grocery and Dry Food Product during normal business hours and working conditions. This Full Service will be completed as per the District's time schedule, which will be provided to the bidder at the time of order. Bidder certifies that it can provide all products and associated services within 14 days of the District's food order and shall notify the District in writing as soon as it discovers that it cannot meet a specific District order or provide any of the products within the 14 day period.
- Bidder shall be a manufacturer or authorized distributor of said Grocery and Dry Food Product and shall be responsible for any and all warranty issue resolution.
- Any defective product that has been solely determined by the District to be unacceptable for any reason shall be replaced by the bidder within 7 days of notification from the District. Bidder shall be responsible and solely liable for any harm or damage resulting from defective products.
- Bidder shall execute a Contract spelling out all applicable terms, including all applicable terms set forth in the bid documents or all applicable terms shall be set forth in the District's Purchase Order pursuant to this Bid.
- Bidder shall use due care to ensure all ordered products are delivered according to the District's request and as noted in Sections 30 and 31 of the Terms and Conditions. Bidder shall be solely liable for any damages, harm, or costs arising out of bidder's failure to properly deliver any item provided to the District.
- The price or "Cost" of a product or item is determined by multiplying the bidder's "Unit Price" with the specified quantity.
- Bidder's Unit Price must be all inclusive of all costs, overhead, and profit and must contain all appropriate contingencies and markups such as bidder's costs for delivery, social security contribution, general insurances, workman's compensation insurance, state unemployment insurance, federal unemployment insurance, labor factor adjustments, transportation, incidental tools and equipment, taxes, any markups for overhead, profit, etc., and any other contingencies in connection therewith. There shall be no allowance for any additional costs beyond the prices quoted in the Vendor's bid.
- Delivery or performance shall be made only as authorized by orders issued in

accordance with the District's written request. Bidder shall furnish to the District, when and if ordered, the supplies specified in the bid documents.

- There is no limit on the number of orders that may be issued.
- Any order issued during the effective period of this Contract and not completed within that period shall be completed by bidder within the time specified in the Notice to Proceed with no additional cost to the District.
- The Unit Prices provided by bidder are to remain unchanged throughout the first year of the contract.

**BID FORM**

**Little Lake City School District**

DATE: \_\_\_\_\_

BID OPENING DATE AND TIME: 10:00A.M. on the 1st day of May, 2017

The undersigned, having become familiarized with all Bid Documents including, but not limited to, the Notice Inviting Bids, Instructions to Bidder, Requirements, Terms and Conditions, and Bid Specifications, all addenda and the local conditions affecting performance and the cost of performance, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, everything required to be performed and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment and all applicable taxes, utility and transportation services necessary to perform and complete in good workmanlike manner everything required to be performed in accordance with all applicable laws, codes, regulations, ordinances and any other legal requirements in connection with:

**NOTE:** The LLCSD 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 LLCSD 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:**

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 for PC) in a sealed envelope showing the bid number, opening date, and opening time. All Bids must reach the Purchasing Services Office at the address listed by the time and date shown above.

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.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

(Manual signature - unsigned bids will be rejected)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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.

**NON-COLLUSION DECLARATION**

**Little Lake City School District**

**Bid No. 17/18-001**

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_  
[Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from 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].

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

<b>1. Type of Federal Action:</b> a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	<b>2. Status of Federal Action:</b> a. Bid/offer/application b. Initial award c. Post-award	<b>3. Report Type:</b> a. Initial filing b. Material change  <b>FOR MATERIAL CHANGE ONLY:</b>  Year: _____ Quarter: _____
<b>3. Name and Address of Reporting Entity:</b>   Prime                      Subawardee Tier _____, if known  Congressional District, if known:	<b>• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:	
<b>• Federal Department/Agency:</b>	<b>• Federal Program Name/Description:</b>  CFDA Number, if applicable:	
<b>• Federal Action Number, if known:</b>	<b>• Award Amount, if known:</b> \$	
<b>• a. Name and Address of Lobbying Entity</b> <b>(if individual, last name, first name, MI):</b>	<b>10. b. Individuals Performing Services (including address if different from No. 10a)</b> <b>(last name, first name, MI):</b>	
(attach Continuation Sheet(s) if necessary)		

<p>• <b>Amount of Payment (check all that apply):</b>          \$ _____ actual planned</p>	<p>• <b>Type of Payment (check all that apply):</b>  <b>Retainer</b>  <b>One-time fee</b>  <b>Commission</b>  <b>Contingent fee</b>  <b>Deferred</b>  <b>Other; specify:</b> _____</p>
<p>• <b>Form of Payment (check all that apply):</b>  <b>Cash</b>  <b>In-kind; specify:</b>  <b>Nature</b> _____  <b>Value</b> _____</p>	
<p>• <b>Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:</b></p> <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p><b>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</b></p>	
<p><b>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Telephone No:</b> ( _____ ) _____ <b>Date:</b> _____</p>
<p><b>Federal Use Only:</b></p>	<p><b>Authorized for local reproduction Standard Form - LLL</b></p>

## 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.

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

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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:
Name of School Food Authority:		Agreement Number:

G:SNP:LOBBYING CERT





## 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.

**Little Lake City School District**

**Bid No. 17/18-001**

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

1. Name of the School District/Company\_\_\_\_\_

Contact Person/Title:\_\_\_\_\_

Phone Number:\_\_\_\_\_

Email Address: \_\_\_\_\_

Frequency of Delivery:\_\_\_\_\_

2. Name of the School District/Company\_\_\_\_\_

Contact Person/Title:\_\_\_\_\_

Phone Number:\_\_\_\_\_

Email Address: \_\_\_\_\_

Frequency of Delivery:\_\_\_\_\_

3. Name of the School District/Company\_\_\_\_\_

Contact Person/Title:\_\_\_\_\_

Phone Number:\_\_\_\_\_

Email Address: \_\_\_\_\_

Frequency of Delivery:\_\_\_\_\_