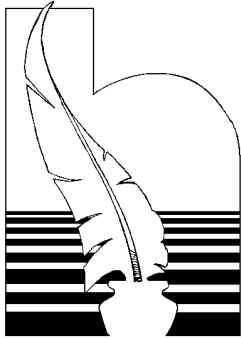


**HESPERIA UNIFIED SCHOOL DISTRICT**  
**Request for Proposal No.18-122**  
**Distribution of Processed USDA Foods and Commercial Food Products**



**HESPERIA UNIFIED SCHOOL DISTRICT**  
**15576 MAIN ST, HESPERIA, CA, 92345**  
**(760) 244-4411**

**WWW.HESPERIAUSD.ORG**

<b>PUBLICATION DATES</b>	<b>MAY 22, 2018</b>	
	<b>MAY 29, 2018</b>	
<b>DEADLINE FOR QUESTIONS/CLARIFICATION ON RFP</b>	<b>MAY 31, 2018</b>	<b>2:00 P.M.</b>
<b>REPOSENSE TO QUESTION/CLARIFACATION ON RFP</b>	<b>JUNE 1, 2018</b>	<b>2:00 P.M.</b>
<b>Bid Opening</b>	<b>JUNE 5, 2018</b>	<b>2:00 P.M.</b>
<b>Expected Board Approval</b>	<b>JUNE 18, 2018</b>	<b>6:00 P.M.</b>

<p><b>HESPERIA UNIFIED SCHOOL DISTRICT</b></p> <p><b>Request for Proposal No. 18-122</b></p> <p><b>Distribution of Processed USDA Foods and Commercial Food Products</b></p>
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RFP #18-122, DISTRIBUTION OF PROCESSED USDA FOODS AND COMMERCIAL FOOD PRODUCTS	This Legal Notice is to be published on the following dates:
Victor Valley Daily Press	First Publication: MAY 22, 2018 Second Publication: MAY 29, 2018

**NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that the Board of Education for the HESPERIA UNIFIED SCHOOL DISTRICT, PURCHASING DEPARTMENT, will receive Request for Proposal Number 18-122 for the procurement of the following:

**Distribution of Processed USDA Foods Products and Commercial Food Products**

Sealed bids must be delivered no later than **JUNE 5, 2018 AT 2:00 P.M.** to: HESPERIA UNIFIED SCHOOL DISTRICT, 15576 MAIN ST, HESPERIA, CA 92345, Attn.: Kevin Garcia, Assistant Director of Purchasing & Facilities.

Companies interested in proposing should request appropriate documents from Kevin Garcia at the address listed above, email at [kevin.garcia@hesperiausd.org](mailto:kevin.garcia@hesperiausd.org), or posted online to view or download at [www.hespriausd.org](http://www.hespriausd.org) by selecting the quick link RFQ, RFP AND BIDS. For assistance accessing documents contact Kevin Garcia, Assistant Director of Purchasing & Facilities. The HESPERIA UNIFIED SCHOOL DISTRICT is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service. All proposals are due at the HESPERIA UNIFIED SCHOOL DISTRICT, PURCHASING DEPARTMENT by the posted or advertised closing date and time. It is the vendor’s responsibility to ensure that their proposal is delivered to the location listed.

**Please submit ONE (1) ORIGINAL AND TWO (2) COPIES of the Bid.**

All bidders will be responsible for obtaining any addendums or revisions to the RFP. Questions or comments regarding this RFP must be put in writing and received by the HESPERIA UNIFIED SCHOOL DISTRICT no later than MAY 31, 2018 AT 2:00 P.M. Questions are to be e-mailed to [kevin.garcia@hesperiausd.org](mailto:kevin.garcia@hesperiausd.org). The HESPERIA UNIFIED SCHOOL DISTRICT shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than as instructed above.

Proposals will be opened in public on JUNE 5, 2018, at the HESPERIA UNIFIED SCHOOL DISTRICT, PURCHASING DEPARTMENT, 15576 MAIN ST, HESPERIA, CA, 92345.

The District’s Board of Education reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

**HESPERIA UNIFIED SCHOOL DISTRICT**  
**Request for Proposal No. 18-122**  
**Distribution of Processed USDA Foods and Commercial Food Products**

<b>Proposal Submission Deadline</b>	<b>JUNE 5, 2018</b>	<b>2:00 P.M.</b>
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**Request for Proposal Signature Page**

This Request for Proposal (RFP) is for the pricing of distribution of end products using USDA Foods as made available by USDA to the State of California and the Super Cooperative and for commercial food products (grocery and frozen).

Please bid your lowest prices for the services on the attached Proposal Worksheet. Before bidding, please read the **Introduction, Instructions and Conditions, and Sample Provisioning Contract** and other documents to thoroughly understand the RFP.

Submit all bids in a sealed envelope showing the Company Name, Bid Number, and Due Date and Time on the outside. You are encouraged to follow the Bidder Checklist to assist with ensuring a complete bid package.

Sealed bids must be delivered no later than **JUNE 5, 2018 AT 2:00 P.M.** to: HESPERIA UNIFIED SCHOOL DISTRICT, 15576 MAIN ST, HESPERIA, CA, 92345, Attn: Kevin Garcia, Assistant Director of Purchasing & Facilities. Bids must reach the HESPERIA UNIFIED SCHOOL DISTRICT, at the address listed above by the time and date listed above.

Companies interested in proposing should request appropriate documents from Kevin Garcia, Assistant Director of Purchasing & Facilities at the address listed above, or posted online at [www.hesperiausd.org](http://www.hesperiausd.org). Kevin Garcia may be reached at [kevin.garcia@hesperiausd.org](mailto:kevin.garcia@hesperiausd.org). Proposal documents can be viewed and downloaded at [www.hesperiausd.org](http://www.hesperiausd.org). If you need assistance accessing the documents please contact Kevin Garcia, Assistant Director of Purchasing & Facilities. The HESPERIA UNIFIED SCHOOL DISTRICT is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service. All proposals are due in the HESPERIA UNIFIED SCHOOL DISTRICT, PURCHASING DEPARTMENT by the posted or advertised closing date and time. It is the vendor's responsibility to ensure that their proposal is delivered to the HESPERIA UNIFIED SCHOOL DISTRICT, PURCHASING DEPARTMENT.

All bidders will be responsible for obtaining any addendums or revisions to the RFP. Questions or comments regarding this RFP must be put in writing and received by the HESPERIA UNIFIED SCHOOL DISTRICT no later than MAY 31, 2018 AT 2:00 P.M. Questions are to be e-mailed to [kevin.garcia@hesperiausd.org](mailto:kevin.garcia@hesperiausd.org). The HESPERIA UNIFIED SCHOOL DISTRICT shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than as instructed above.

Proposals will be opened in public on JUNE 5, 2018 AT 2:00 P.M. AT THE HESPERIA UNIFIED SCHOOL DISTRICT, PURCHASING DEPARTMENT.

The District's Board of Education reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

If further clarification is needed, email [kevin.garcia@hesperiusd.org](mailto:kevin.garcia@hesperiusd.org).

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor.	
Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Email Address	
Complete Mailing Address	
City, State, Zip	
Phone Number	
Date	

**HESPERIA UNIFIED SCHOOL DISTRICT**  
**Request for Proposal No. 18-122**  
**Distribution of Processed USDA Foods and Commercial Food Products**

**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 bid 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 Proposal.***

Check ✓	Page(s)	
		Request for Proposal Signature Page <i>Return completed hard copy with original signature.</i>
		Questionnaire <i>Return completed hard copy with original signature.</i>
		References <i>Return completed hard copy.</i>
		Non-Collusion Declaration <i>Return completed hard copy with original signature.</i>
		Suspension and Debarment Certification <i>Return completed hard copy with original signature.</i>
		Certification Regarding Lobbying <i>Return completed hard copy with original signature.</i>
		Disclosure of Lobbying Activities <i>Return completed hard copy with original signature.</i>
		Iran Contracting Act Certification <i>Return completed hard copy with original signature.</i>
	Separate Excel document	Proposal Worksheet <i>Return completed Excel spreadsheet in Excel format on data storage device.</i>
		Addendum <i>Return any addendum released, following instructions on each document.</i>
		Data Storage Device <i>Return completed Proposal Worksheet in Excel format on data storage device; data storage device will not be returned to bidder.</i>

**HESPERIA UNIFIED SCHOOL DISTRICT**  
**Request for Proposal No. 18-122**  
**Distribution of Processed USDA Foods and Commercial Food Products**

**Introduction**

The HESPERIA UNIFIED SCHOOL DISTRICT will consider Proposals from responsive and responsible vendors interested in providing distribution services for processed USDA Foods end products and commercial food products (grocery and frozen) for the period of JULY 1, 2018 THROUGH JUNE 30, 2019. The HESPERIA UNIFIED SCHOOL 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 Proposal.

**INSTRUCTIONS AND CONDITIONS**

**1. QUESTIONS & ADDENDUMS:** All bidders will be responsible for obtaining any addendums or revisions to the RFP. Questions or comments regarding this RFP must be put in writing and received by the HESPERIA UNIFIED SCHOOL DISTRICT no later than MAY 31, 2018 AT 2:00 P.M. Questions are to be e-mailed to Kevin Garcia, Assistant Director of Purchasing & Facilities, [kevin.garcia@hesperiausd.org](mailto:kevin.garcia@hesperiausd.org) . The HESPERIA UNIFIED SCHOOL DISTRICT shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than as instructed above. ***Questions and clarifications received in writing, provided in the above specified manner, will be published with responses in an Addendum released by JUNE 1, 2018 AT 2:00 P.M., Addendums will be available on the HESPERIA UNIFIED SCHOOL DISTRICT website.***

**2. PREPARATION OF PROPOSALS:** All pages of the Proposal must be completed and submitted in ink or typewritten. Unit price for all line items must be shown where required on the *Proposal Worksheet (yellow highlighted columns)*. Prices should be stated in units specified herein. All forms must be thoroughly completed and signed by the prospective vendor. A Bidder Checklist is included (page 6) to assist bidders in returning a complete bid package. Attachment A: Proposal Worksheet must be returned in Excel format on a data storage device with Proposal documents.

**3. BID SIGNATURES:** All proposals must show the company name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled. All signatures must be in original ink.

**4. ERRORS AND CORRECTIONS:** No erasures are permitted. Mistakes may be crossed out and corrections made adjacent and initialed in ink by person signing the bid. Verify your bids before submission as they cannot be corrected after being opened or withdrawn until after the specified time period has elapsed.

**5. MODIFICATIONS:** Changes or additions to the bid forms, alternate bids, or any other modifications of the bid forms is not allowed.

**6. REFERENCES:** Three (3) customers for whom similar services were provided within the past three (3) years must be provided.

**7. ACCEPTANCE OF PROPOSALS:** The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within ninety (90) days after opening of same unless otherwise stipulated.

Unsolicited items, services, or incentives offered as part of the bid response will not be evaluated or considered in the award process.

**8. SUPER CO-OP APPROVED DISTRIBUTOR MEMORANDUM OF UNDERSTANDING:** HESPERIA UNIFIED SCHOOL DISTRICT is a Member District of the Super Co-Op, A California USDA Foods Cooperative. Successful vendors under this Proposal 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 vendor 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.

Vendor 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. Vendor 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.

**9. WARRANTY of QUALITY:** The vendor, manufacturer, or his assigned agent shall guarantee the food products against all defects.

(a) Cases and packaging shall be constructed to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement at no cost to the District.

(b) All product delivered shall be delivered in fresh form, with adequate shelf life, no less than two (2) weeks from the expiration date.

(c) The District reserves the right to discontinue service of any or all portion of any contract resulting from this bid 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 standards, and to hold the contractor in default.

**10. DELIVERY REQUIREMENTS:** Deliveries shall be required at the following locations, times, and frequencies. Upon award of bid, Provisioner shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. Any late deliveries outside of the specified delivery time and/or any delivery date requested, shall be subject to a penalty fee of \$200.00 per occurrence.

Delivery Location(s) (School/location name,	Contact Person & Phone number	Number of Deliveries	Delivery Times	Special Information
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street address, city, zip)		Required per Week		
Hesperia USD Warehouse, 17575 Eucalyptus St, Hesperia, CA, 92345	David Carochi, Cyndi Eastwood, Christina Chang, (760) 948-1051	2	6:00 am- 12:00 p.m.	Deliveries should be on Monday and Thursday
Canyon Ridge High School, 12850 Muscatel St, Hesperia, CA, 92345	Sanita Cortina, (760) 244-6530 Ext 5256	1	6:00 am- 12:00 p.m.	Currently has Thursday Delivery
Hesperia High School, 9898 Maple Ave, Hesperia, CA 92345	Heather Davis (760) 244-9898 Ext 3975	1	7:00 am- 12:00 p.m.	Currently has Friday Delivery
Mojave High School, 16633 Lemon Ave, Hesperia, CA, 92345	Pennie Taylor (760) 948-3999 Ext 5178	1	6:00 am- 10:00 a.m.	Currently has Wednesday Delivery, Thursday delivery is an option
Oak Hills High School, 7625 Cataba Rd, Oak Hills, CA, 92344	Kathleen Lucas (760) 244-2283 Ext 4619	1	5:30 am- 10:30 p.m.	Currently has Thursday & Friday Delivery, Thursday only is an option
Sultana High School, 17311 Sultana St, Hesperia, CA, 92345	Rebecca King (760) 947-6777 Ext 4870 or 4269	1	7:00 am- 11:00 a.m.	Currently has Friday Delivery
Cedar Middle School, 13565 Cedar St, Hesperia, CA, 92345	Stacia Ortega (760) 244-6093 Ext 3312	1	8:00 am- 12:00 p.m.	Currently has Friday Delivery
Hesperia Junior High School, 10275 Cypress Ave, Hesperia, CA, 92345	Eloisa Parra (760) 244-9386 Ext 3182	1	7:00 am- 12:00 p.m.	Currently has Friday Delivery
Ranchero Middle School, 17607 Ranchero Rd, Hesperia, CA , 92345	Phyllis Bales (760) 948-0175 Ext 3420	1	6:00 am- 11:00 a.m.	Currently has Friday Delivery

**12. CONTACT INFORMATION:** Please utilize the following contact information for the purposed of administration of this Proposal and resulting Contract.

HESPERIA UNIFIED SCHOOL

DISTRICT  
15576 MAIN ST, HESPERIA, CA,  
92345  
DAVID CAROCHI  
david.carochi@hesperiausd.org  
(760) 948-1051  
Hesperia USD Nutrition  
Services  
11176 G Ave, Hesperia, CA,  
92345  
[billie.hanson@hesperiausd.org](mailto:billie.hanson@hesperiausd.org)  
(760) 948-1051

**13. 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).

(a) Processed USDA Foods End Products and Commercial Equivalents: Vendors 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](http://www.super-coop.org) by selecting "RFP 2018-19." Documents may also be requested via email from HESPERIA UNIFIED SCHOOL DISTRICT at [kevin.garcia@hesperiausd.org](mailto:kevin.garcia@hesperiausd.org).

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. Any markup exceeding 3% for the distribution of products will need to be approved and negotiated with the DISTRICT prior to renewal of the existing contract. Any increase will need to be presented to the DISTRICT 60 days prior to the contract expiration date.

Quote a per case delivered cost for all items listed on the Proposal Worksheet. Provide prices for the items only as specified on the Proposal Worksheet. Equal products may be offered that meet the same specifications as those listed. Samples for equal product shall be provided at the request of the DISTRICT, at no cost to the DISTRICT and equal products must be approved by the DISTRICT prior to distribution.

(b) Commercial Food Products – Frozen and Groceries: Additional commercial food products – frozen and groceries should be quoted as specified on the Proposal Worksheet. The non-contracted items shall be priced per case and per case delivered. Quote a per case and delivered cost for all non-contracted items added to the Bid.

(c) Additional Items: Additional items may be added to this Proposal, not to exceed 10% of the value of the award. The District shall contact the successful vendor for pricing on additional items to be added to the Proposal award at any time during the bid period.

**14. AWARD OF PROPOSAL:** The award of this bid will be made to a single responsive and responsible bidder who meets the terms and conditions of the bid. Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by a review committee. “Minimum qualifications” shall mean: complete proposals meeting all RFP instructions and conditions, received by the due date and time.

Following the receipt of Proposals, bidders shall be ranked based on the following criteria:

<u>Evaluation Criteria</u>	<u>Maximum Points</u>
Experience, Competence, Responsive	20
Customer References	10
Responsibility and Business Sustainability	10
Food Safety - HACCP Plan and Plant Security	10
Price	50
Total Points Possible	100

Each Proposal will be evaluated based on criteria and priorities defined by the District, with specific attention to those features, functional and technical aspects noted for each section. The District’s evaluation panel will award the contract based on the prospective vendor submission that best meets the needs of the District with regard to the RFP specifications contained herein. Presentations/Interviews (if needed) may be requested by the evaluation panel. Vendors are advised that award may be made without interviews or further discussion.

If presentations/interviews are needed, bidders will receive notification to interview with evaluation panel.

A bidder must be able to deliver the items within the required delivery date in order to be declared responsive to this bid. The District reserves the right to make no award at all, reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

Unsolicited services or incentives offered as part of the Proposal response will NOT be evaluated or considered in the award process.

**15. PROPOSAL WITHDRAWAL:** Bid proposals may be withdrawn by the bidder prior to the time fixed for opening of the bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the consent of the District or bidders recourse to California Public Contract Code Sections 5100 et. seq.

**16. PAYMENT:** Prompt payment may be requested after actual delivery of goods to the required destination as outlined in the conditions. In addition, successful bidder(s) are expected to pay manufacturers for goods in a timely fashion.

**17. FOB:** All pricing shall be quoted **FOB District location(s) as specified in this document or attachment thereof.** All freight charges must be included in the bid price. Any minimum delivery amounts must be listed with the bid price.

**18. HOLD HARMLESS:** The vendor shall save, defend, hold harmless and indemnify the District and its members against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor. Refer also to the Sample Provisioning Contract.

**19. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS or USDA FOOD PRODUCTS:** The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid 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 bid 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.

**21. FAILURE TO FULFILL CONTRACT:** When vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, 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 District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Education 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 Board or Education, if requested. Failure to fulfill contract may result in bidder disqualification in subsequent year(s) due to non-responsible practices.

**22. SOLICITATION PROTEST PROCEDURES:** A bidder may protest the bidding process for the RFP only by filing a written protest with the District's Director of Purchasing, Facilities, and Warehouse, Virginia Gutierrez, in accordance with the procedures set forth in this section. The District will not consider any verbal protests (e.g., by telephone) or any protests sent by electronic mail. In order for a protest to be valid and considered by the District, the protest must: (a) be filed not later than seventy-two (72) hours prior to the scheduled board meeting; (b) clearly identify the bidder on whose behalf the protest is being filed, together with the name, address and telephone number of the person representing the bidder for purposes of the protest; (c) clearly identify the specific bidding process, RFP or award of the Contract being protested; (d) clearly identify and describe in detail the specific basis or bases for

the protest and all facts relevant thereto and in support thereof; (e) clearly identify all references to the specific portions of all documents relevant to the protest; (f) clearly identify and describe in detail all arguments in support of the protest, including, without limitation, any citations to all legal authorities; and (g) be submitted with all documentation that is relevant to and supports the basis or bases underlying the protest. If a protest filed by a Bidder does not comply with each and every one of the foregoing requirements, the District may reject the protest as invalid. If a Bidder files a valid protest, the District shall review the protest and all relevant information and documents and will provide written decision to the protesting bidder. In response to a protest, the Governing Board may decline to award a contract, may award a contract to a bidder other than as previously intended, or may award a contract to a bidder as previously intended despite the protest. Such action by the Governing Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

**23. CONTRACT:** The Provisioning Contract provided as provided in Exhibit A (Page 20) shall be completed with the respective successful bidder, following the award of the Proposal.

**24. TERM OF CONTRACT:** Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year beginning on JULY 1, 2018 through JUNE 30, 2019. Pursuant to California Education Code, Sections 17596 and 81644, this bid may be extended (by mutual consent expressed in writing) for up to two (2) additional one (1) year increments (total potential bid life of three (3) years from Board of Education award).

**25. NON-COLLUSION DECLARATION:** Each bidder submitting a proposal 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 a proposal as non-responsive.

**26. “BUY AMERICAN” PROVISION:** 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 School Food Authorities to purchase domestically grown and processed foods, to the maximum extent practicable. Pursuant to 7 CFR Part 210.21(d), the term “domestic commodity or product” means:

- (a) An agricultural commodity that is produced in the United States; and
- (b) A food product that is processed in the United States substantially (51% or more) using agricultural commodities that are produced in the United States.

It is therefore required that bidders responding to this Request for Proposals indicate whether products offered on this proposal meet the definition of “domestic commodity or product” as stated immediately above. Indication shall be made on the Proposal Worksheet (Excel Spreadsheet) as part of the response to this proposal:

The successful bidder shall provide documented proof of compliance with this provision at the request of the District.

### **Federal Nondiscrimination 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, audiotope, 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:

mail: 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; or  
email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider.

### **ETHICS IN BIDDING**

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The District expects the Bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one Bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Contractor to secure a lower proposal from another Bidder on that RFP (bid shopping). Subcontractors or suppliers should not request information from the Contractor regarding any sub-bid in order to submit a lower proposal on that RFP (bid peddling). The District will consider any Bidder found to be engaging in such practices to be a non-responsible Bidder and may reject its bid on that ground.



Company Name:	
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6. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last 2 years? If so, please explain.
  
7. Has your firm defaulted or been replaced at the will of a district during the school year within the last 2 years? If so, explain.
  
8. What is your company's average "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution?
  
9. What is the lead time you require for orders that ensures a 95% fill rate?
  
10. Do you have an on-line order system? Please explain.
  
11. How will emergency deliveries (deliveries not on a scheduled date) be handled?
  
12. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on?



Company Name:	
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13. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports?

14. Describe your USDA Foods tracking and reporting abilities in detail.

15. What Value Pass Through methods do you utilize for processed USDA Foods?

- Rebate
- Fee for Service
- Modified Fee for Service
- Net Off Invoice
  
- Other-please list: \_\_\_\_\_

16. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas?

17. Briefly describe your food safety - HACCP plan and provisions for plant/delivery security.

18. Do you offer a percentage discount for early payment? If yes, please state terms for discount.

Company Name:	
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19. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability?

20. Will combination refrigerated/freezer trucks be used to deliver frozen and refrigerated items at the same time? Check: Yes \_\_\_\_ or No \_\_\_\_

21. Attachment A: Proposal Worksheet. On the Excel spreadsheet provided, indicate the delivered cost per case for all items listed.

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor.	
Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Date	

**HESPERIA UNIFIED SCHOOL DISTRICT**  
**Request for Proposal No. 18-122**  
**Distribution of Processed USDA Foods and Commercial Food Products**

**REFERENCES**

Please submit three (3) current school district references requiring weekly deliveries to at least   4   locations.

Reference #1

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #2

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #3

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

**HESPERIA UNIFIED SCHOOL DISTRICT**  
**Request for Proposal No. 18-122**  
**Distribution of Processed USDA Foods and Commercial Food Products**

**EXHIBIT A**

**PROVISIONING CONTRACT**

**THIS PROVISIONING CONTRACT** (this “Contract”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2018, by and between \_\_\_\_\_ (“Provisioner”), and the **HESPERIA UNIFIED SCHOOL DISTRICT** (the “District”).

**RECITALS**

- A. The HESPERIA UNIFIED SCHOOL DISTRICT (the “District”) has solicited proposals for the distribution of processed USDA Foods end products and commercial food products via Request for Proposal Number 18-122 (the “RFP”), whereby the District agrees to purchase specified products for the Districts’ use from the successful bidder.
- B. “Provisioner” is the successful bidder under such request for proposal, and the District and Provisioner hereby desire to set forth their agreement with respect to the sale to the District, and the purchase from Provisioner, of Products on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provisioner and the District hereby agree as follows:

**1. Provision of Products.** Provisioner shall provide to the District, from time to time as ordered by the District or their successor or assign (the “District Contact Person”) in accordance with the procedure described in Section 2 below, Products as described in the **Request for Proposals** information attached hereto.

**2. Delivery of Products.** The District Contact Person shall order Products from time to time by delivery to Provisioner of a Purchase Order. Provisioner shall deliver Products of the type, kind and quantity ordered in any such Purchase Order F.O.B. to District location(s) specified. The Distributor hereby agrees that the minimum delivery time required for the delivery of any Products is   0   days, and the Distributor shall not deliver any Purchase Order requiring delivery of Products within less than   0   days after the delivery of such Purchase Order to Provisioner.

**3. Price.** The price shall be per case or unit. The Provisioner shall provide pricing based on case packaging, catalog, price list, or any other commonly recognized methodology that is standard in the specific industry. The per case/unit delivery fee per this contract shall be as follows on the attached Price Worksheet.

The provisions of this contract shall in no way prohibit the District from making incidental purchases from another supplier for the same services listed herein.

Provisioner shall enter into 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. Provisioner agrees to fulfill all terms 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.

Provisioner agrees to report sales of USDA Foods end products on behalf of the manufacturer 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. Value Pass Through method and amounts shall be clearly indicated on all invoices for USDA Foods end product sales.

**4. Term of Contract.** Minimum contract term is one (1) year starting July 1, 2018. Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of the District and vendor for an additional two (2) one year periods in accordance with provisions contained in the California Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

**5. Insurance.** Provisioner shall carry and maintain during the entire term of this Contract the following insurance coverage:

(a) Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The policy(ies) so secured and maintained shall include, among other things, coverage for contractual or assumed liability, products liability, and owned, hired and non-owned automobiles insurance and shall be maintained with so self-insured retention;

Workers' Compensation Insurance in such amounts as may be required by law; and

Such other insurance as is customarily maintained by large-scale processors and distributors of food products of the type, quality and grade provided for under this Contract.

(b) Provisioner shall furnish to the District certificates of insurance, signed by an authorized representative of the insurance carrier no later than thirty (30) days after the District board's approval of the Contract or prior to the first delivery of food products hereunder, whichever occurs first, which certificates shall be endorsed as follows:

“This policy shall not be suspended, cancelled, reduced in coverage or required limits of liability or amounts of insurance or non-renewed until notice has been mailed to the District. Date of suspension, cancellation, reduction or non-renewal may not be less than thirty (30) days after the date of mailing such notice. The

insurance afforded by this policy is primary and any other insurance carried by the District with respect to the matters covered by such policy shall be excess and non-contributing.”

(c) The certificates of insurance and insurance policies required under this Contract shall name the District indemnities named in the Request for Proposals as additional insured. Facsimile or reproduced signatures are not acceptable. If complete and proper insurance certificates as required hereunder are not delivered to the District within the time period provided in subsection (b) above, the District may declare the Contract unexecuted and void. The District reserves the right to require complete certified copies of the required insurance policies.

(d) The insurance companies providing the insurance required under this Contract shall be subject to the District’s prior written approval, which shall not be unreasonably withheld.

(e) If Provisioner fails to purchase and maintain any insurance required under this Section 5, the District may, but shall not be obligated to, upon five (5) days’ written notice to Provisioner, purchase such insurance on behalf of Provisioner and shall be entitled to be reimbursed by Provisioner promptly thereafter or deduct the amount of such premiums from amounts otherwise due to Provisioner hereunder. Any amounts expended by the District hereunder shall bear interest from the date expended until repaid to the District at the rate of ten percent (10%) per annum.

**6. Indemnification.** Provisioner shall hold harmless, indemnify and defend (with counsel acceptable to the District) the District, their board, directors, employees, agents and consultants from and against any and all obligations, liabilities, claims, losses, damages, costs and expenses (including attorneys’ fees and costs) arising from or in connection with (a) any defects in the food products, (b) Provisioner conduct or negligent, willful or improper procedures in connection with the discharge of its responsibilities and obligations hereunder (including, without limitation, the processing of food products) or any other negligent behavior or willful misconduct of Provisioner, or (c) any breach or default by Provisioner under this Contract. The terms and provisions of this Section 6 shall survive the expiration or earlier termination of this Contract.

**7. Default Remedies.** The delivery of defective products, or the breach of any other term or provision of this Contract by Provisioner, shall constitute a “**Default**” of Provisioner hereunder. Provisioner shall have seven (7) days after delivery of notice of any Default from the District to cure any such Default, other than a Default relating to the delivery of defective products. No cure period shall be provided Provisioner with respect to any Default relating to the delivery of defective products. If Provisioner fails to cure the Default within the aforementioned cure period (or the Default relates to the delivery of defective products for which no cure period applies), the District may, without prejudice to any other right or remedy of the District, elect to terminate this Contract by delivery of a written termination notice to Provisioner. Immediately upon the delivery of such termination notice, this Contract shall be terminated and all rights and obligations of the parties hereunder, except those that expressly survive the termination of this Contract, shall terminate and be of no further force or effect. In addition to the right to terminate the Contract pursuant in the preceding sentence, the District may pursue any other right or

remedy that may be available to it at law or in equity, which may include an action for damages measured by all additional costs and expenses incurred by the District to procure food products from other sources for the remaining term of this Contract (including, without limitation, the difference between the price charged by such other sources for the food products and the price that would have been charged for the same or similar food products hereunder).

**8. Provisions Required by Law.** Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract 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 this Contract shall forthwith be physically amended to make such insertion or correction.

**9. Due Authorization.** This Contract is duly authorized, executed and delivered by Provisioner, is the legal, valid and binding obligation of Provisioner enforceable against Provisioner in accordance with its terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally), and does not and will not violate any provisions of any agreement to which Provisioner is a party or may become a party or to which is it subject or may become subject. Each individual and entity executing this Contract hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Contract to the terms and provisions hereof.

**10. Assignment.** Provisioner shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Contract (or any part hereof) without the prior written consent of the District, which may be granted or withheld in the District's sole and absolute discretion.

**11. Notices.** All notices, requests, demands, consents, instructions or other communications hereunder shall be in writing (which shall include telex, telegram or telecopy) and shall be deemed to have been duly given or made upon transmittal thereof by telex, answer back received, if transmitted on a business day, otherwise on the first business day after transmittal, or on the date of confirmed dispatch if sent by telecopy on a business day, otherwise on the first business day thereafter, or upon the delivery thereof to the telegraph office if sent by telegraph on a business day, otherwise on the first business day thereafter, or three (3) business days after deposit in the mail if sent by certified mail, postage prepaid, return receipt requested, or on the next business day if sent by overnight personal delivery, in each case addressed to the party to which such notice is requested or permitted to be given or made hereunder, at the addresses and facsimile numbers set forth underneath such party's signature line to this Contract, or at such other address and/or facsimile number of which such party shall have notified in writing the party giving such notice. For purpose of this Contract, the term "business day" shall mean a day other than a Saturday, Sunday or any day on which the District is authorized or required by law to be closed.

**12. Attorneys' Fees.** In the event of any dispute between the District and Provisioner pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover

from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section 12 shall survive the expiration or earlier termination of this Contract.

**13. Waiver.** No action or failure to act by the District or any District representative shall constitute a waiver of a right or duty afforded them under this Contract, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach there under, except as may be specifically agreed in writing.

**14. Entire Agreement: Amendments.** This Contract and all documents comprising the RFP constitute the entire and integrated agreement between the parties hereto with respect to the matters set forth therein and supersede all prior negotiations, representations or agreements, either written or oral. The documents comprising the RFP are hereby incorporated into this Contract and made a part hereof. The Contract may be amended or modified only by a writing executed by both parties hereto.

**IN WITNESS WHEREOF**, this Contract has been duly executed by the above-named parties, on the day and year first above written.

**DISTRICT:**

**PROVISIONER:**

(HESPERIA UNIFIED SCHOOL DISTRICT)

(Insert Provisioner Name)

By: \_\_\_\_\_  
Its (Title): \_\_\_\_\_

By: \_\_\_\_\_  
Its (Title): \_\_\_\_\_

**Address:**

**Address:**

Phone No.:  
FAX No.:

Phone No.:  
FAX No.:

**Authorized Officers  
Or Agents  
(CORPORATE SEAL if required)**



# Attachment A: Proposal Worksheet

This document is a separate Excel worksheet posted online to view or download at [www.hesperiausd.org](http://www.hesperiausd.org), under the quick link tab named RFQ, RFP AND BIDS. The Excel worksheet will be referenced under the RFP # 18-122, Distribution of Processed USDA Foods Products and Commercial Food Products.

Return completed document in Excel format on data storage device; data storage device will not be returned.

**NONCOLLUSION DECLARATION TO BE  
EXECUTED BY BIDDER AND SUBMITTED WITH BID**  
California Public Contract Code 7106

The undersigned declares:

I am \_\_\_\_\_ (insert name)  
the \_\_\_\_\_  
(insert proper title such as "sole owner," "partner," "president," "secretary")  
of \_\_\_\_\_  
(insert name of bidder or company).

The party making the foregoing bid/proposal submitted herewith to the HESPERIA UNIFIED SCHOOL DISTRICT declares:

That all statements of fact in such bid/proposal are true;

That such bid/proposal was not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;

That the bid is genuine and not collusive or sham;

That the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a false or sham bid, or that anyone shall refrain from bidding;

That 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;

That the bidder has not, directly or indirectly, submitted his or her 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 of the laws of the State of California that the above information is correct.

Signature:	Date:
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**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).

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

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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.

## 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:

**Disclosure of Lobbying Activities**

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

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

## 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 followup 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.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

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

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

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

**OPTION #1 - CERTIFICATION**

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

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

**OPTION #2 - EXEMPTION**

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

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

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