

PINCO- ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

44809 Beech Ave., Lancaster, California 93534-3208
(661) 575-1052, FAX (661) 575-1056

INVITATION FOR BIDS DISTRIBUTION SERVICES PINCO #12/20-21

On behalf of the Partners in Nutrition Cooperative, (PINCO), the Antelope Valley Union High School District (District) will accept bids for Distribution Services from the PINCO Warehouse to the PINCO School Districts.

This bid consists of: General Bid Instructions and Conditions
Bidding Requirements; Insurance Requirements
Bid Distribution Specifications with Attachments A and B
Bid Form and Signature Page
Agreement between District & Contractor
Assurance of Compliance with Civil Rights and Americans with Disabilities Act
Non-Collusion Affidavit Language
No Smoking Policy
Notice to all Contractors & Subcontractors- DOJ#AB1610 & AB1612
Certification and Disclosure Statements – Mgmt. Bulletin #98-113

The Antelope Valley Union High School District reserves the right to make the Distributor selection in the best interest of the school district and the Partners in Nutrition Cooperative.

Bids are to be submitted to the Food Service Department no later than **1:00 P.M., Friday, May 8, 2020. For the bid to be considered valid you are required to have all of the following information noted on the envelope as directed: bid must be submitted in a sealed envelope with the bidder's name & address, bid number and name of the bid listed.** If not presented in person, the above envelope with all the above information must be sent in a separate envelope, sealed, within. No bid will be accepted after the noted day and time and will be returned unopened to the bidder. If there are any questions regarding this solicitation, please email Joe Cook at jcook@avhsd.org.

Antelope Valley Union High School District / PINCO
Attention: Joe Cook
44809 Beech Ave
Lancaster, CA 93534-3208

Sincerely,

Joe Cook
PINCO President

GENERAL BID INSTRUCTIONS AND CONDITIONS

The following bid instructions and conditions shall prevail as applicable to the product(s) for which bids are being solicited.

- 1.0 PREPARATION OF BID FORM: The Antelope Valley Union High School District, hereinafter called District on behalf of the Partners in Nutrition Cooperative, hereinafter called PINCO invites bids on the form attached to be submitted at such time and place as is stated in the Call for Bids. Bids must be submitted in ink or typewritten. All blanks in the bid form must be appropriately filled in, and all prices must be stated in figures. Bids must be submitted to the PINCO President in a sealed envelope with bidder's name and address, bid #, and reference what the bid is for on the outside of the sealed envelope no later than the time and date specified. If not presented in person, the above envelope with all the above information must be sent in a separate envelope, sealed, within. Any bid received after the scheduled opening time for receipt of bids will be returned to the bidder unopened. Bids shall remain open and valid and subject to acceptance for ninety days after the opening date unless otherwise stipulated.
- 2.0 MANDATORY TOUR: There will be a mandatory Pre-Bid Tour Tuesday, April 28, 2020 commencing promptly at 1:00 p.m. at the Partners in Nutrition Cooperative Warehouse, 3019 16th Street Bakersfield, CA 93301 All CDC and California Department of Public Health measures will be taken in adherence to social distancing and safety related to COVID-19. This tour will provide an opportunity for Distributors to understand the expectations and responsibilities of service under this agreement. Attendance is required in order to submit a bid/response.
- 3.0 BID OPENING/READING: All bids shall be publicly opened and read aloud at the aforementioned time and place.
- 4.0 SIGNATURE: The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign such bids. Please include a signature in all places designated.
- 5.0 WITHDRAWAL OF BID: Bids may be withdrawn by written request at any time prior to the scheduled closing time for receipt of bids.
- 6.0 ACCEPTANCE AND AWARDS OF BIDS: Each bid must be in a sealed envelope with bid number and date of opening on the outside. The Antelope Valley Union High School District reserves the right to select the bid which, in its opinion, is to the best interest of PINCO. All bids must be signed showing the firm's name by an authorized officer or employee. Bids must be submitted to the Food Service Department of Antelope Valley Union High School District by not later than the time and date specified after which time it will be publicly opened. Bids shall remain open and valid and subject to acceptance for ninety days after the opening date unless otherwise stipulated. Lowest or any tender will not necessarily be accepted, and the Board of Trustees reserves the right to accept or reject any or all bids, with no explanation by the Board and to waive any irregularity or discrepancy associated with this bid, and to be the sole judge of the value and merit of any offer made. This is an all or nothing bid - RESPONDENTS MUST PROVIDE ALL SERVICES LISTED.

7.0 DEFAULT: The District/PINCO may by written notice of default to the Distributor, terminate the whole or any part of its order under this agreement if Distributor fails to perform any of the other provisions of this agreement and does not cure such failure within a period of ten (10) calendar days (or such longer period as the PINCO President may authorize in writing) after receipt of notice from the PINCO President or her/his designee specifying such failure.

8.0 In the event that PINCO terminates its order(s) in whole or in part, AVUHSD/PINCO may procure supplies or services, similar to those so terminated from other sources and the Distributor shall be liable to the PINCO for any additional costs resulting from such action. Distributor shall be required to deliver all supplies or services under this agreement which is not terminated.

9.0 FORCE MAJEURE CLAUSE: The parties of this contract will be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption by loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the Government, when satisfactory evidence thereof is presented to AVUHSD/PINCO that the non-performance is not due to the fault or negligence of the Distributor not performing.

10.0 ASSIGNMENT OF CONTRACT: The successful bidder shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the obligation to perform or any rights accruing thereunder, title or interest therein, funds to be received thereunder, or any power to execute the same without prior consent in writing from AVUHSD/PINCO. Notice is hereby given that AVUHSD/PINCO will not honor any assignment made by the contractor unless prior consent in writing, as indicated above, has been given.

11.0 HOLD HARMLESS CLAUSE: The Distributor shall hold harmless and indemnify the Antelope Valley Union High School District and PINCO, its officers, employees and Member Districts, from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the Distributor or by any person, firm or corporation, employed directly or indirectly by him upon, or in connection with his performance under the contract, however
- b. Any injury to person or property sustained by any person, firm or corporation caused by any act, neglect, default, or omission of the Distributor or of any person, firm or corporation, directly or indirectly employed by him upon, or in connection with his performance under the contract, and
- c. Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process or patented or unpatented invention under the contract.

The Distributor, at his own expense and risk, shall defend any legal proceeding that may be brought against PINCO, the District or the Board of Trustees, their officers or employees, and Member Districts on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

12.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS AND AMERICANS WITH DISABILITIES ACT: the Antelope Valley Union High School District policy is in firm support

of the provisions of the Assurance of Compliance with Civil Rights and Americans with Disabilities Act. We, therefore, must be assured by the successful contractor in this bid that he is an equal opportunity employer according to the provisions of the act.

- 13.0 NON-COLLUSION AFFIDAVIT: The Non-Collusion Affidavit must be completed and submitted with the Distributor's bid.
- 14.0 NOTICE TO ALL CONTRACTORS AND SUBCONTRACTORS: FINGERPRINT CLEARANCE AB1610 AND AB1612: Background clearance is now required per AB1610 and AB1612 for contractor's employees who come in contact with pupils. Signature on the attached form certifies that contractor is in compliance with these provisions, ensuring all employees who enter school grounds comply.
- 15.0 BID DOCUMENTS: The complete bid includes the following documents: General Bid Instructions and Conditions; Bidding Requirements; Insurance Requirements; Bid Distribution Specifications with Attachments A and B; Bid Form; Bid Signature Page; Agreement between District and Contractor; Assurance of Compliance with Civil Rights and Americans with Disabilities Act; Non-Collusion Affidavit Language; No Smoking Policy; Notice to all Contractors and Subcontractors; Certification and Disclosure Statements.
- 16.0 NON-CONFORMANCE/DELAYS: When any supplier shall deliver any article which does not conform to the specifications or when deliveries are unduly delayed, AVUHSD/PINCO may, at its option, annul and set aside the contract entered into with said supplier, either in whole or in part, and make and enter into a new contract with a supplier that can provide equal or similar items in a timely manner. Additional costs incurred by AVUHSD/PINCO as a result of such action shall be borne by the supplier (and /or his sureties), failing to perform.
- 17.0 PERIOD OF AGREEMENT: The period of agreement is a one-year contract that shall commence from July 1, 2020 through June 30, 2021, with four optional one-year renewals. A yearly review of market conditions and other influencing factors such as fuel pricing may warrant a price per vehicle increase. Upon mutual agreement of both parties, a yearly cost increase may be granted, but not to exceed 5% of the current contracted amount.
- 18.0 COST ADJUSTMENT: The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require the SFA to rebid the Contract.
- 19.0 EVIDENCE OF RESPONSIBILITY: Upon request of AVUHSD/PINCO a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing his financial resources. AVUHSD/PINCO may also request the names of three (3) references with whom similar transactions were made during the previous year.

18.0 TERMINATION CLAUSE: Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 CFR, sections 210.16[d] and 250.12[f][9]). The non-breaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the non-breaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the Distributor, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 CFR, Section 200.339[a][3]). The Contract may also be terminated, in whole or in part, by the Distributor upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety (2 CFR, Section 200.339[a][4]). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

BIDDING REQUIREMENTS

The Antelope Valley Union High School District will consider contracting Distribution Services for a one-year contract with four optional one-year renewals, commencing July 1, 2020 through June 30, 2021 from the company that meets the following requirements.

1. All drivers operating awarded vehicles must have a valid California Class A driver license, a good driving record, and a current health card.
2. All drivers must be good physical condition as most deliveries are to individual kitchens usually in residential areas. Driver can be expected to lift or stack a minimum of 50 – 100 pound cases with the ability to push/pull a hand-truck with 200 pounds loaded.
3. All drivers must be bonded to \$100,000.00.
4. All drivers must have Employment Clearance AB1610 & AB1612: fingerprinted and pass Department of Justice and FBI clearance.
5. The distribution services contractor will be under the direct supervision and direction from the Manager of PINCO Warehousing and Operations or appointed representative.
6. Routing will be provided by the Manager of PINCO Warehousing and Operations, not by contracted company.
7. Distribution services will be needed Monday through Friday of the week.
8. Driver will assist PINCO warehouse staff in loading, unloading, moving and storage of products within the PINCO warehousing operation.
9. All wages and overtime will be paid by the awarded Distribution Company.

10. Drivers are to provide such delivery services as may be required by the individual member school district. This service is to include:
 - A. Being cheerful and courteous with the ability to communicate effectively.
 - B. Stationing refrigerated merchandise in walk-in cooler or freezer as directed for ease in shelving and check-in.
 - C. Stationing dry or non-food items in dry storage area as directed for ease in shelving and check-in.

This service does not include:

- A. Putting food product away at school site.
 - B. Rearrangement of freezers and store rooms.
 - C. Delivery to other than designated site unless otherwise directed by the Manager of PINCO Warehouse and Operations.
11. Distributor will be issued 22 pallets, #2 hardwood, 40" x 48" for their pick-up and delivery needs. Each operator will exchange used for unused pallets at delivery or pick-up. All pallets lost will be replaced at \$10.00 per pallet.
 12. The Distributor will be responsible for all thawed and damaged goods once they come under his/her custody and control.
 13. The Distributor will be responsible for providing all fuel, oil, refrigerant, and maintenance of tractor/trailer, including refrigeration equipment.
 14. The Distributor will verify product codes, quantities, etc. against purchase orders and other shipping documents.
 15. The Distributor will pay his own insurance costs and other operating costs and expenses, including employee costs, directly to its own suppliers of goods and services.
 16. The Distributor will issue itemized monthly billing to PINCO for contracted services.
 17. The Distributor will haul exclusively for PINCO in awarded trucks. Distributor will not commingle other products with PINCO freight at any time. The Distributor will not use awarded trucks for back-hauling non-PINCO freight.
 18. The Distributor will comply with all local, state and federal regulations in providing services.
 19. The Distributor will not solicit business from PINCO Members in any shape or form, such as commodity processing, warehousing, purchasing and administrative services.
 20. All drivers must wear a clean uniformed shirt with identifying company logo.
 21. Trucks must be used exclusively for hauling food items. It is the expectation that the awarded Distributor will comply with all USDA conditions and stipulations set forth for the transport of food.

INSURANCE REQUIREMENTS

The AVUHSD Director of Food Services or his representative shall direct, supervise, monitor, and evaluate the Distributor for PINCO. The Distributor will be required to provide such insurance coverage as may be necessary to protect the general and specific interests of the AVUHSD, PINCO and its member districts. The Distributor shall:

- A. Maintain a minimum of two million dollars (\$2,000,000.00) of liability insurance to cover damages resulting from loss, destruction or injury to persons or property including negligent acts or omissions of officers, employees and agents of the Distribution Services Contractor while performing the services required under this Contract.
- B. Maintain insurance in an amount mutually agreeable to the AVUHSD/PINCO and Distributor to provide first party coverage for all physical damage, destruction or loss of goods and commodities; covering delivery trucks, trailers, and delivery equipment to prevent loss of service and to cover replacement value of all goods handled pursuant to the Contract.
- C. Maintain at all times a minimum of fifty thousand per setup (\$50,000) of fidelity coverage for distribution services agent and employee dishonesty which results in loss, destruction or injury to persons or property.
- D. Maintain a faithful performance bond in the name of the AVUHSD in the amount of fifteen thousand dollars (\$15,000) to cover any costs that may arise from the Distribution services Contractor's failure to meet the obligations of this Contract. The amount is based on a five hundred dollar (\$500.00) rate for a thirty (30) day period; sufficient time for the AVUHSD to replace services in case of default.
- E. File all reports in case of loss of commodities and goods containing commodities with the AVUHSD. File all necessary reports with the appropriate insurer or agency in case of loss.
- F. Provide copies of the certificates of insurance to PINCO within five (5) working days of entering into the Distribution Contract, and thereafter, once every twelve (12) months. The performance bond or evidence of same will be required at submission of bid.
- G. Immediately notify the AVUHSD if the required insurance is canceled or the amount of coverage is decreased.

The District reserves the right to accept on an individual basis coverage or substitution for coverage as may be provided by a participating Distribution Services Contractor. Evidence and reasoning for acceptance of substitution vs coverage will be provided on request.

POLICY SPECIFICATION

The District reserves the right to accept or reject any and/or all bids for distribution services if deemed by the District that the cost of bided Services is too excessive, if in review by the AVUHSD, the equipment, agents, or employees would not meet the standards or demands of the PINCO Distribution Contract, or, if all requirements cannot be met by any or all participating Distribution Contractors.

Lowest or any tender will not necessarily be accepted, and the Board of Trustees reserves the right to accept or reject any or all bids, with no explanation by the Board and to waive any irregularity or discrepancy associated with this bid, and to be the sole judge of the value and merit of any offer made.

DISTRIBUTION SPECIFICATIONS EQUIPMENT

1. Equipment, Tractor Required 5 Daily
 - A. 80,000 GVW (Gross Vehicle Weight), 3 axle tractor capable of pulling a refrigerated trailer with cargo weight not to exceed 39,750#, equipped with short wheel base, fog lamps, and Jacob brake. Tractor and Trailer combined cannot exceed 65'.
2. Equipment, Trailer Required 5 Daily
 - A. Minimum length: 35', maximum length: 48' with a minimum 900 case capacity/cabinetized and refrigerated with 0° F capabilities, tandem axle with delivery pull ramp and electric lift gate ramp attached.
3. Equipment, Manual Pallet Jack 1 Per Vehicle
 - A. Hydraulic, manual pallet jack, minimum 2500# rated; to be used with 40" x 48" pallets.
4. Equipment, Delivery Hand Truck 1 Per Vehicle
 - A. 800# capacity, Light weight design
5. Distributor provides "Shuttle Trucks": after normal daily routes are completed, trucks may be used for additional shuttle service to transport product back and forth between storage facilities or as needed, under the direction of the Manager of PINCO Warehouse and Operations.
6. Distributor must warrant that he can provide up to five set-ups, daily, Monday through Friday, with uninterrupted service.

DISTRIBUTION SPECIFICATIONS
DELIVERY

1. Geographic Delivery Area.
 - A. Northern Section: Salinas
 - B. Eastern Section: Bishop to Barstow
 - C. Central Section: Kern County.
 - D. Southern Section: Northern Los Angeles County
2. Approximately 800,000 – 1,250,000 cases to be delivered to the various sites identified in Attachment “A” and approximately 300,000 – 400,000 cases to be picked up at various Distributor pick-up locations identified in Attachment “B”, subject to change in order to meet the requirements of the co-operative. Case count cannot be used as a factor in Distribution Bid.

ATTACHMENT A

Deliver to all locations listed one time per week unless otherwise stated. The anticipated schedule is as follows, subject to change:

| <u>District</u> | <u>Delivery Sites</u> |
|----------------------|---|
| Acton-Agua Dulce SD | 1. High Desert School, Acton, CA |
| Alisal Union SD | 1. Alisal Union SD Warehouse, Salinas, CA |
| Antelope Valley UHSD | 1. Antelope Valley High School, Lancaster, CA 2. Palmdale High School, Palmdale, CA 3. Quartz Hill High School, Lancaster, CA 4. Highland High School, Palmdale, CA 5. Littlerock High School, Littlerock, CA 6. Lancaster High School, Lancaster, CA 7. Knight High School, Palmdale, CA 8. Eastside High School, Lancaster, CA |
| Arvin Elem. SD | 1. Haven Drive School, Arvin, CA 2. Bear Mountain Elem., Arvin, CA |
| Bakersfield City SD | 1. Bessie Owens School, Bakersfield, CA 2. Bessie Owens Intermediate School, Bakersfield, CA 3. Caesar Chavez Elem. School, Bakersfield, CA 4. Chipman Jr. High, Bakersfield, CA 5. Harris School, Bakersfield, CA 6. Henry Eissler School, Bakersfield, CA 7. Hills School, Bakersfield, CA 8. Thorner School, Bakersfield, CA (#1-8 - 2 deliveries/week during school year) |

ATTACHMENT A (continued)

Deliver to all locations listed one time per week unless otherwise stated. The anticipated schedule is as follows, subject to change:

| <u>District</u> | <u>Delivery Sites</u> |
|---------------------|--|
| Bakersfield City SD | <ol style="list-style-type: none">9. Chipman Jr. High, Bakersfield, CA10. Eissler School, Bakersfield, CA11. Evergreen School, Bakersfield, CA12. Garza School, Bakersfield, CA13. Horace Mann School, Bakersfield, CA14. Hort School, Bakersfield, CA15. Jefferson School, Bakersfield, CA16. Longfellow School, Bakersfield, CA17. McKinley School, Bakersfield, CA18. Mt. Vernon School, Bakersfield, CA19. Rafer Johnson School, Bakersfield, CA20. Roosevelt School, Bakersfield, CA21. Washington Fr. High, Bakersfield, CA22. Wayside School, Bakersfield, CA23. Williams School, Bakersfield, CA24. Bessie Owens Intermediate, Bakersfield, CA25. Sequoia Middle School, Bakersfield, CA <p>(#9-25 – 2 deliveries/week for summer feeding)</p> |
| Beardsley Elem SD | <ol style="list-style-type: none">1. North Beardsley Elementary, Bakersfield, CA2. Beardsley Intermediate, Bakersfield, CA3. San Lauren Elementary, Bakersfield, CA |
| Big Pine SD | <ol style="list-style-type: none">1. Big Pine Schools, Big Pine, CA <p>(Deliveries every other week)</p> |

ATTACHMENT A (continued)

Deliver to all locations listed one time per week unless otherwise stated. The anticipated schedule is as follows, subject to change:

| <u>District</u> | <u>Delivery Sites</u> |
|-----------------|--|
| Bishop Elem. SD | 1. Bishop Elem. School, Bishop, CA (Deliveries every other week) |
| Delano High SD | 1. Delano High School, Delano, CA |
| Earlimart SD | 1. Earlimart, CA |
| Eastside SD | 1. Eastside Elem School, Lancaster, CA 2. Tierra Bonita School, Lancaster, CA 3. Enterprise Elementary, Lancaster, CA 4. Gifford Cole Middle School, Lancaster, CA 5. Columbia Elementary, Lancaster, CA |
| Edison SD | 1. Edison School, Bakersfield, CA 2. Orangewood School, Bakersfield, CA |
| El Tejon SD | 1. Frazier Mountain High School, Lebec, CA |
| Fairfax SD | 1. Fairfax Elem. School, Bakersfield, CA 2. Virginia Ave School, Bakersfield, CA 3. Shirley Lane Elementary, Bakersfield, CA 4. Zephyr Lane Elementary, Bakersfield, CA |
| Keppel SD | 1. Keppel District Warehouse, Littlerock, CA |
| Kernville SD | 1. Woodrow Wallace School, Lake Isabella, CA 2. Kernville Elementary School, Lake Isabella, CA (Deliveries every other week) |

ATTACHMENT A (continued)

Deliver to all locations listed one time per week unless otherwise stated. The anticipated schedule is as follows, subject to change:

| <u>District</u> | <u>Delivery Sites</u> |
|------------------------|--|
| Lamont SD | <ol style="list-style-type: none">1. Mountain View School, Lamont, CA2. Alicante Elementary, Lamont, CA |
| Lancaster SD | <ol style="list-style-type: none">1. Lancaster District Warehouse, Lancaster, CA |
| Lone Pine SD | <ol style="list-style-type: none">1. Inyo Elementary School, Lone Pine, CA <p>(Deliveries every other week)</p> |
| Lost Hills SD | <ol style="list-style-type: none">1. Lost Hills District Warehouse, Lost Hills, CA |
| McFarland SD | <ol style="list-style-type: none">1. McFarland Elem. School, McFarland, CA |
| Mojave SD | <ol style="list-style-type: none">1. Robert P. Ulrich, California City, CA2. Hacienda School, California City, CA3. California City Middle School, California City, CA4. California City High School, California City, CA5. Mojave High School, Mojave, CA6. Mojave Elementary School, Mojave, CA |
| Norris SD | <ol style="list-style-type: none">1. Norris Middle School, Bakersfield, CA2. William B. Bimat School, Bakersfield, CA3. Veterans Elementary School, Bakersfield, CA4. Norris Elementary School, Bakersfield, CA5. Olive Drive Elementary School, Bakersfield, CA |
| Palmdale SD | <ol style="list-style-type: none">1. Palmdale District Warehouse, Palmdale, CA |
| Panama-Buena Vista USD | <ol style="list-style-type: none">1. Panama-Buena Vista Warehouse, Bakersfield, CA |

ATTACHMENT A (continued)

Deliver to all locations listed one time per week unless otherwise stated. The anticipated schedule is as follows, subject to change:

| <u>District</u> | <u>Delivery Sites</u> |
|-----------------|--|
| Richland SD | <ol style="list-style-type: none">1. Richland Elementary, Shafter, CA2. Golden Oak Elementary, Shafter, CA3. Sequoia Elementary, Shafter, CA |
| South Fork USD | <ol style="list-style-type: none">1. South Fork Elementary, Weldon, CA2. South Fork Middle, Weldon, CA <p>(Deliveries every other week)</p> |
| Standard SD | <ol style="list-style-type: none">1. Standard Middle School, Bakersfield, CA2. Standard Elementary, Bakersfield, CA3. Highland Elementary, Bakersfield, CA4. Wingland Elementary, Bakersfield, CA |
| Taft City SD | <ol style="list-style-type: none">1. Taft City School, Taft, CA |
| Taft Union HSD | <ol style="list-style-type: none">1. Taft Union High School, Taft, CA |
| Tehachapi SD | <ol style="list-style-type: none">1. Tehachapi High School, Tehachapi, CA |
| Vineland SD | <ol style="list-style-type: none">1. Vineland Elementary School2. Sunset Elementary |
| Westside SD | <ol style="list-style-type: none">1. Jo Walker School, Lancaster, CA2. Hillview Middle School, Palmdale, CA |
| Wilsona SD | <ol style="list-style-type: none">1. Wilsona School, Palmdale, CA |

Additional school sites and school districts may be voted into the PINCO Cooperative and will be covered under the awarded bid.

ATTACHMENT B

Product to be picked up, as requested by PINCO, at the various Distributor pick-up locations. Please note Attachment B is subject to change.

Ardella's Pizza
Western Star
6100 Sheila St.
Commerce, CA

Best Express Foods
375 S. Cypress
La Habra, CA

Buena Vista Foods
823 W Eighth St
Azusa, CA

Cargill/SunnyFresh
375 S Cypress
La Habra, CA

ConAgra Foods
Gilardi
VersaCold
Vernon, CA

KT's Kitchen
1065 E. Walnut Street
Carson, CA

Land O' Lakes
US Cold Tulare
810 East Continental
Tulare, CA 93274

LA Foods
Hargis
1235 E 3rd Street
Pomona, CA

Ling's Asian
212 W. Santa Fe St
Pomona, CA

Dave's Baking Company
13400 Western Ave
Gardena, CA

Fernando's Foods
Foster Farms
P&O Cold Logistics
3420 East Vernon Ave
Los Angeles, CA

General Mills
7102 Cate St
Buena Park, CA

Goodman Foods
Don Lee Farms
4010 S Compton Ave
Los Angeles, CA

Integrated Food Service
Rancho Cold Storage
658 Mesquite St
Los Angeles, CA

MCI/Los Cabos
Preferred Ultra Freeze
2100 E 55th St Los Angeles, CA

Michael B's Food Products
ASR Food Distributors
6100 Sheila St
Commerce, CA

New Century Snacks
5960 Corvette St.
Commerce, CA

Pierre Foods, Inc.
VersaCo 1415 Raymond
Anaheim, CA

ATTACHMENT B (cont.)

Product to be picked up, as requested by PINCO, at the various Distributor pick-up locations.
Please note Attachment B is subject to change.

The Popcorn Man (Frozen)
ASR-Commerce
6100 E. Sheila
Commerce, CA

Maywood, CA
Portion Pac
9140 Lurline St
Chatsworth, CA

The Popcorn Man (Dry)
Funway Snack Food Products
6116 Walker Ave

Rich Seapak
Inland Cold Storage
3001 Sierra Pine Ave
Los Angeles, CA

Rose & Shore Meat Co
5151 Alcoa Ave
Vernon, CA

Super Bakery, Inc.
Inland Cold Storage
4100 Bandini Blvd
Vernon, CA

Simply Blues
National Food Systems
VersaCold
19840 S. Rancho Way
Compton, CA

Tony Roberts Company
Southland Bagel Co
1170 Sandhill Ave
Carson, CA

Smucker's
Millard Refrigeration
3251 De Forest Dr
Mira Loma, CA

United Bakery
727 S. Flower
Burbank, CA

AGREEMENT BETWEEN DISTRICT AND CONTRACTOR

This Agreement ("Agreement") is made and entered into this 1st day of July, 2020, between the Antelope Valley Union High School District on behalf of the Partners in Nutrition Cooperative ("District"), Los Angeles County, California, and _____ ("Contractor")

Contractor and District agree as follows:

ARTICLE 1 – SCOPE OF WORK: Contractor agrees to obtain all necessary permits and licenses as are required by law, to furnish all labor and materials, including required equipment, tools, implements and appliances and to perform all the work in a good and workmanlike manner, all in strict compliance with the Contract Documents, required for the scope of the work described as: Distribution Services, as outlined in the documents for Bid # 08/15-16.

ARTICLE 2 – CONTRACT DOCUMENTS: The Contractor and District agree that the Contract Documents are composed of this Agreement, the Bidding Requirements, the General Bid Instructions and Conditions and any attachments and certifications required to be submitted under the terms of the bid.

ARTICLE 3 – CONTRACT SUM: The Monthly Contract Sum is the total monthly amount, per vehicle payable by District to Contractor for the performance of work under the Contract Documents. The Monthly per Vehicle Contract Sum is \$ _____ dollars, (\$ _____), unless modified in accordance with the Contract Documents.

ARTICLE 4 – PAYMENT: The District will pay the Contractor on a monthly basis, within 30 days of receipt of an itemized invoice.

ARTICLE 5 – INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the District, its employees, officers, members of the Board of Trustees from and against claims, damages, losses, and expenses (including, but not limited to attorneys' fees and costs including fees of consultants) arising out of or resulting from: performance of work.

ARTICLE 6 – INDEPENDENT CONTRACTOR: While engaged in carrying out the terms and conditions of the Contract Documents, the Contractor is an Independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

ARTICLE 7 – MISCELLANEOUS PROVISIONS:

- 7.1 **Assignment** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
- 7.2 **Binding Effect** This Agreement shall insure to the benefit of and shall be binding upon the Contractor and District and their representative successors and assigns.
- 7.3 **Severability** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 7.4 **Amendments** The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
- 7.5 **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in the Los Angeles County, California.

- 7.6 Written Notice Written notice shall be deemed to have been dully served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the person who gives the notice.
- 7.7 Entire Agreement The Contract Documents constitute the entire agreement between the parties. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in the Contract Documents. Contractor, by the execution of this Agreement, acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- 7.8 Execution of Other Documents The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 7.9 Execution of Counterparts This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

PARTY OF THE FIRST PART:

Antelope Valley Union High School District - PINCO
44809 Beech Avenue, Lancaster, CA 93534

BY: _____
Signature
NAME: Joe Cook
TITLE: Partner's In Nutrition Cooperative President
DATED: _____

PARTY OF THE SECOND PART:

CONTRACTOR: _____
ADDRESS: _____
PRINTED NAME: _____
SIGNATURE: _____
TITLE: _____
LICENSE NO: _____
FEDERAL TAXPAYER ID NO: _____
DATED: _____

Corporate Seal (if any)

NOTE: If a corporation is the Contractor, state the capacity (e.g. President) or the corporate officer signing and affix the corporate seal; if a partnership, all partners should sign under the partnership name.

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

**Assurance of Compliance with Civil Rights Law and
Americans with Disabilities Act**

To be completed and submitted with Bid or Quotation

By submitting a bid or quotation and signing below, the contractor or Distributor* hereby assures that it will comply with Subchapter VI of the Civil Rights act of 1964, 42 U.S.C. Sections 2000e through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, or be denied the benefits of, or be otherwise subject to discrimination under this agreement or under any project, program, or activity supported by this Agreement/bid. The contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor code Section 1735. In addition, the contractor agrees to require like compliance by any subcontractors employed on the work by it.

The contractor hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101 et seq., to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act, and the contractor shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this Agreement/bid, or under any project, program, or activity supported by this Agreement/bid.

Authorized Signature

Date

Signer - Please print or type

Title

Firm Name

Telephone

Address

City/State/Zip

Contractor License Number

*"Contractor" and "Distributor" are used interchangeably in this document.

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

NON-COLLUSION AFFIDAVIT

To be executed by bidder and submitted with bid

_____ (Name of authorized signer), being first duly sworn, deposes and says that he or she is _____ (Title of authorized signer) of the party making the foregoing bid, that the bid is 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 on a 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true, and further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Date

Authorized Signature

**ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT
NO-SMOKING POLICY STATEMENT**

The Antelope Valley Union High School District has adopted a District-wide no-smoking policy, effective July 1, 1990. Smoking of any legal or illegal materials including cigarettes, cigars and pipes will no longer be allowed on any District site.

This policy includes buildings, grounds and outdoor areas at any site, and is not limited to student-occupied areas. This policy is effective at all times including school and non-school hours, and school and non-school days/nights. It applies to all persons on campus/site, including students, employees, parents, contractors, teams, coaches and other personnel from other schools, participants in activities using school facilities, students/teachers of night classes, and any other guest or member of the public.

We believe that the adoption of this policy is a positive statement affirming the value of each person, health and life. We ask that you respect this policy by complying with it at all times, and by so doing set an example especially for the students at our schools.

I have read and am aware of the No-Smoking Policy Statement above, and will ensure that any sub-contractors or employees I may hire are aware of the policy prior to the start of any work for the District.

Signature

Date

Name of Signer - please print/type

Name of Company

Notice to all Contractors and Subcontractors

Subject: Employment Clearance - Department of Justice

Background Clearance is required for all school district employees and employees of outside contractors before they are permitted on any school site.

The following information is a summary of legal provisions regarding employment processing of fingerprint cards through the California Department of Justice ("CDOJ"). [Education Code 45125.1.]

OUTSIDE CONTRACT SERVICES - EMPLOYEES OF ENTITIES, REQUIREMENTS

1. Requires CDOJ clearance for employees of defined outside contractors (entity). (EC45125.1a.)
2. Requires entity to not permit its employees to come in contact with pupils until CDOJ clearance is ascertained. (EC45125.1f.)
3. An entity having a contract as specified shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a felony. (EC45125.1g.)
4. The entity shall provide a list of names of its employees who may come in contact with pupils to the governing board of the school district – required with bid.

The above requirements apply to all contractors and subcontractors providing services to the **Antelope Valley Union High School District and the Partner's In Nutrition Cooperative.**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID CERTIFICATE

I hereby certify that my company _____ is in compliance with the above requirements of Education Code section 45125.1. I have attached a list of employees from my company who may come in contact with pupils at any school site. None of these employees have been convicted of a felony.

Authorized Signature

Date

CHILD NUTRITION AND FOOD DISTRIBUTION DIVISION

MANAGEMENT BULLETIN No. 98-113

TO: Sponsors of the National School Lunch Program and School Breakfast Program
County Superintendent of Schools
Diocesan Superintendents of Schools

ISSUE DATE: July 1998

ATTENTION: Food Service Directors

FROM: School Nutrition Programs

SUBJECT: Suspension, Debarment and Lobbying Certifications and Policies

REFERENCE: Management Bulletin 97-106 and 94-105; USDA All Points Bulletins SP-98-02, CNP- 98-02, CNP-98-03, CNP-98-19

This Management Bulletin transmits information contained in the attached four All Points Bulletins (APB) issued by the United States Department of Agriculture regarding suspension, debarment and lobbying certifications and policies. Also attached are the *Suspension/Debarment Certification and Certification Regarding Lobbying* forms and instructions disseminated with the 1998/99 School Nutrition Program renewal documents. Each attached APB is summarized below.

1. APB: SP-98-02 and APB CNP-98-19 Suspension and Debarment and Update

These APBs explain actions to be taken by the State agency and school food authorities (SFA) when a Distributor is on the U.S. General Service Administration's Suspension and Debarment List. Most of this information was disseminated to school nutrition sponsors in Management Bulletin Number 94-105 dated March 1994. An SFA is prohibited from contracting with a Distributor that has been debarred, proposed for debarment, or suspended. The prohibition does not extend to contracts in existence at the time of the debarment/suspension or to most contracts under \$100,000. Rather, it applies to new contracts and extensions or renewals of existing contracts of \$100,000 or more and to contracts for audit services, regardless of the amount. When a federal agency takes an action that suspends, debar, or proposes debarment, the Distributor's contracts with all other federal agencies are affected. Note: Prior to February 5, 1996, the contract threshold amount was \$25,000.

2. APB: CNP-98-02 Certifications for Suspension and Debarment and Lobbying

This APB informs the State agency that a *Suspension/Debarment Certification and Certification Regarding Lobbying* form is to be obtained by SFAs from existing Distributors or potential Distributors when contracts exceed \$100,000. Also, when an SFA receives more than \$100,000 in federal school nutrition reimbursements, the SFA must annually complete a *Certification Regarding Lobbying* as part of the annual process to renew school nutrition program agreements.

3. APB: CNP-98-03 Reciprocity Rule and Questions & Answers re: Suspension and Debarment

This APB explains that suspension, proposed debarment, debarment, and voluntary exclusion apply to both federal nonprocurement programs (e.g., School Nutrition Programs) and procurement programs that involve purchases directly by the government. It again states that the SFA must require any potential Distributor to include a certification statement with each bid on each contract of \$100,000 or more. The bidder certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a federal agency. It is the responsibility of each bidder to sign the certification statement and submit it with any bid. The SFA may rely upon the certification statement submitted by a bidder unless it is known to be erroneous. In such a case, the SFA should contact the State agency for confirmation of the bidder's status regarding debarment and suspension.

If you have any questions, please contact the School Nutrition Programs Unit at (916) 323-1580 or toll free (800) 952-5609.

| | |
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| Duwayne Brooks, Director Child Nutrition and Food Distribution Division Assistant Superintendent of Public Instruction | Kathy B. Lewis Deputy Superintendent Child, Youth and Family Services |
|--|---|

The USDA is an equal opportunity provider and employer.

California Department of Education School Nutrition Programs Unit
Child Nutrition and Food Distribution Division April 1998

CERTIFICATION AND DISCLOSURE STATEMENTS

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

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

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

- The SFA's estimated annual federal child nutrition reimbursement will exceed \$100,000.
- The SFA's annual contract with a Distributor exceeds \$100,000.
- The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds \$100,000.

Suspension and Debarment Certification

This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed \$100,000. In these instances, the SFA must obtain a completed ***Suspension and Debarment Certification*** from either the potential Distributor or existing contractor before any transactions can occur between the sponsor and the Distributor or contractor (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that

the Distributor or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While this certification is required for all contracts in excess of \$100,000, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. **Do not submit the certification to the California Department of Education.**

Certification Regarding Lobbying

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

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

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

Applicable to Both Certification Statements

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

SFAs with Food Service Management or Consulting Contracts

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

Summary

- ***Suspension and Debarment Certification***

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

- ***Certification Regarding Lobbying***

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

If you have any questions regarding these requirements, please contact your School Nutrition Program analyst at (916) 323-1580 or call the toll free number (800) 952-5609.

SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

**INSTRUCTIONS: SFA to obtain from any potential Distributor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year. (Includes Food Service Management and Food Service Consulting Contracts.)
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

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 Distributor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.
G:SNP:DEBARMENT

INSTRUCTIONS FOR CERTIFICATION

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

| | | |
|---|--|--|
| <ul style="list-style-type: none"> 1. Type of Federal Action: <ul style="list-style-type: none"> a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance | <ul style="list-style-type: none"> 2. Status of Federal Action: <ul style="list-style-type: none"> a. Bid/offer/application b. Initial award c. Post-award | <ul style="list-style-type: none"> 3. Report Type: <ul style="list-style-type: none"> a. Initial filing b. Material change <p>FOR MATERIAL CHANGE ONLY:</p> <p>Year: _____ Quarter: _____</p> |
| <ul style="list-style-type: none"> 3. Name and Address of Reporting Entity: <ul style="list-style-type: none"> Prime Subawardee Tier _____, if known <p>Congressional District, if known: _____</p> | <ul style="list-style-type: none"> If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: _____ <p>Congressional District, if known: _____</p> | |
| <ul style="list-style-type: none"> Federal Department/Agency: _____ | <ul style="list-style-type: none"> Federal Program Name/Description: _____ CFDA Number, if applicable: _____ | |
| <ul style="list-style-type: none"> Federal Action Number, if known: _____ | <ul style="list-style-type: none"> Award Amount, if known: \$ _____ | |
| <ul style="list-style-type: none"> a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____ | <ul style="list-style-type: none"> 10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ | |
| <p>(attach Continuation Sheet(s) if necessary)</p> | | |
| <ul style="list-style-type: none"> Amount of Payment (check all that apply): <ul style="list-style-type: none"> \$ _____ actual planned | <ul style="list-style-type: none"> Type of Payment (check all that apply): <ul style="list-style-type: none"> Retainer One-time fee Commission Contingent fee Deferred Other; specify: _____ | |
| <ul style="list-style-type: none"> Form of Payment (check all that apply): <ul style="list-style-type: none"> Cash In-kind; specify: <ul style="list-style-type: none"> Nature _____ Value _____ | | |

- Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:
(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

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

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.

Signature: _____

Print Name: _____

Title: _____

Telephone No: (_____) _____ Date: _____

Federal Use Only:

Authorized for local reproduction
Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.

10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by 1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and 2) potential or existing contractors/Distributors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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|---|--------------------------|--------------------------|
| <p>(3) The <u>undersigned shall require</u> 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.</p> | | <p>Agreement Number:</p> |
| <p>Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:</p> | | |
| <p>Address of School Food Authority:</p> | | |
| <p>Printed Name and Title of Submitting Official:</p> | <p>Signature:</p> | <p>Date:</p> |
| <p>OR</p> | | |
| <p>Name of Food Service Management or Food Service Consulting Company:</p> | | |
| <p>Printed Name and Title:</p> | <p>Signature:</p> | <p>Date:</p> |
| <p>Name of School Food Authority:</p> | <p>Agreement Number:</p> | |