

# LITTLE LAKE CITY SCHOOL DISTRICT



## **FRESH PRODUCE RFB No. 23-24-006**

**Contact:**

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Purchasing Department  
Little Lake City School District  
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Santa Fe Springs, CA 906070  
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**Bid Deadline:**

**Wednesday, May 29, 2024, 10:00 a.m., PST**

**\*Proposals must be in a sealed envelope bearing the words “SEALED PROPOSAL – FRESH PRODUCE RFB# 23-24-006” on the outside of the envelope\***

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# 1 INTRODUCTION

The Little Lake City School District of Los Angeles County, California seeks bids from responsive and responsible bidders who are interested and can competently provide distribution services for fresh produce products and commercial food products to the district.

The bid package (the 'Bid Package') is comprised of (1) various bidding documents and instructions (items 2 through 9, pages 6 through 21), as well as (2) the main agreement and its attachments that govern the arrangement between the Little Lake City School District and the successful bidder (item 10 through 11, pages 22 through 50), all set forth below.

The Bid Package must be reviewed in its entirety prior to bidding. All potential bidders are responsible for reviewing the entire Bid Package whether or not they are awarded the contract and enter into the agreement with the district.

The contract will be awarded to the lowest responsible and responsive bidder to provide fresh produce to the Little Lake City School District will require action by the Little Lake City School District's board of education.

## 2 NOTICE CALLING FOR BIDS

### REQUEST FOR BID

**REQUEST FOR BID TYPE:** FRESH PRODUCE  
**BID NUMBER:** 23-24-006

**BIDS MUST BE RECEIVED BY:** Wednesday, May 29, 2024, 10:00 A.M.

**BIDS TO BE OPENED AT OR AFTER:** Wednesday, May 29, 2024 10:00AM  
**PLACE OF BID RECEIPT:** LITTLE LAKE CITY SCHOOL DISTRICT  
10515 S. Pioneer Boulevard  
Santa Fe Springs, CA 90670  
Attn: Jorge Vargas

**NOTICE IS HEREBY GIVEN** that The Little Lake City School District (“LLCSD”) will receive sealed contract bids for the award of a contract for fresh produce. All bid proposals will be timely made on the proposal forms furnished by LLCSD and placed, together with the accompanying documents, in a sealed package addressed to the ‘Little Lake City School District Purchasing Department’ at the above address, with the bid type clearly printed on the lower left corner of the package. All bid proposals must comply with the requirements of this notice as well as the other Bid Package documents. All compliant bids will be opened and publicly read aloud at the time and place identified above.

Each bid shall be submitted on the forms provided in the bid documents in a sealed envelope clearly marked SEALED PROPOSAL–FRESH PRODUCE RFB# 23-24-006.

**DESCRIPTION OF PRODUCTS:** Fresh Produce

**RIGHT OF REJECTION OR WAIVER:** LLCSD reserves the right to reject any and all bids, to make multiple or “split” awards (if applicable), to waive any irregularities or informalities in any bid or in the bidding, and to make awards in whole or in part in the best interests of LLCSD.

**WITHDRAWAL OF BID:** No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids.

Bid Documents are available at the District’s website at <https://www.llcsd.net/department-services/purchasing-services/current-bids/>.

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

Publication: *Whittier Daily News* May 1, 2024 and May 8, 2024

### 3 BIDDER CHECKLIST

This checklist is provided as a convenience to help bidders compile a complete Bid Package. It is not represented as being comprehensive and does not relieve the bidder of responsibility for compliance with any requirements not specifically mentioned. Completed original documents are required. Faxed or emailed documents will not be accepted.

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

Required Document	Page(s)	Check ✓
Bidder Information		
Reference List		
Non-Collusion Declaration		
Bid Form		
Bid Form Price Worksheet		
Agreement		
Suspension and Debarment Certification		
Certification Regarding Lobbying		
Disclose of Lobbying Activities		
Alcoholic Beverage and Tobacco-Free Campus Certification		
Drug-Free Workplace Certification		
Buy American Certification		
Iran Contracting Certification		
Workers Compensation Certification		
Finger Printing/Criminal Background Investigation Certification		
China Prohibition Certification		
California Buy American Certification		

## 4 BIDDER INFORMATION

The bidder shall furnish the information in items 1 through 10. Failure to do so renders the bid informal and may cause its rejection. Additional sheets may be attached if necessary. “You” or “Your” refers to the bidder’s firm and any of its officers, directors, shareholders, parties or principals.

1. Firm Legal Name

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

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

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

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

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

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



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

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

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

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

Company Name

Signed By

Date

Title

## 5 REFERENCE LIST

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

- 1.) \_\_\_\_\_  
Name of School District or Entity  
\_\_\_\_\_  
Contact Name  
\_\_\_\_\_  
Contact Title  
\_\_\_\_\_  
Phone Number  
\_\_\_\_\_  
Email Address
  
- 2.) \_\_\_\_\_  
Name of School District/Company  
\_\_\_\_\_  
Contact Name  
\_\_\_\_\_  
Contact Title  
\_\_\_\_\_  
Phone Number  
\_\_\_\_\_  
Email Address
  
- 3.) \_\_\_\_\_  
Name of School District/Company  
\_\_\_\_\_  
Contact Name  
\_\_\_\_\_  
Contact Title  
\_\_\_\_\_  
Phone Number  
\_\_\_\_\_  
Email Address

**6 NON-COLLUSION DECLARATION**  
**California Public Contract Code – PCC 7106**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

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

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

## **7 INSTRUCTIONS FOR BIDDERS**

### **7.1 SCHEDULE OF EVENTS**

LLCSD anticipates the following timeline for selecting the winning bidder:

<b><u>Action</u></b>	<b><u>Date</u></b>
Release of Request for Bids	May 01, 2024
Publication of Request for Bids	May 01, 2024 May 08, 2024
Last Day to Submit Questions for Clarification received by the District on or before 3:30 pm (PST)	May 20, 2024
Final Responses/Addendum Issued by District	May 23, 2024
Deadline for Receipt of bids submitted on or before 10:00 a.m. (PST)	May 29, 2024
Expected Board Approval	June 11, 2024

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

### **7.2 PREPARATION AND DELIVERY OF BID DOCUMENTS**

LLCSD invites sealed bids on the attached bid forms (items 2 through 9, pages 6 through 21 of this 'bid package') to be submitted at the time and place stated in the 'Notice Calling for Bids.' The bids will be submitted accurately and completely. Numbers will be stated both in words and figures where required. Where there is a conflict between the words and the figures, the words govern. The signatures of all persons signing the bid will be in longhand. Prices, wording, and notations will be typed. Erasures or other changes will be noted over by the signature or initials of the bidder.

Unit price for all line items must be shown where required on the 'Bid Form Price Worksheet' (item 9, page 19 of the 'bid package'). Prices should be stated in the units indicated. The 'Bid Form Price Worksheet' must be returned in excel format on a data storage device with the bid package.

The bid shall be made on the 'Bid Form' (item 8, page 18 of this 'bid package'), and the complete bid, together with all additional documents as required by this bid package will be enclosed in a sealed envelope, addressed and delivered to:

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

All bid packages must be received by **Wednesday, May 29, 2024, 10:00 a.m., PST**. Bid packages must be submitted in sealed envelopes bearing on the outside the name and address of bidder and indicate Fresh Produce RFB No. 23-24-006.

It is the bidder's sole responsibility to ensure that its bid is timely received in accordance with Government Code Section 53068. Late bids will be returned to the bidder unopened. The sealed bids will be opened at the time and place indicated in the 'Notice Calling for Bids.'

### **7.3 BID SIGNATURES**

The 'Bid Form,' the agreement and its attachments must be signed by the bidder and must bear the signature of the person(s) authorized to sign it. If the bidder is a corporation, the legal name of the corporation will be indicated together with two signatures: one from among the chairman of the board, president or vice president, and one from among the secretary, chief financial officer, or treasurer. Signatures of the other authorized officers or agents may be used if authorized by the corporation.

The Bid Package documents will include the name and signature if the bidder is an individual, the name and titles if the bidder is a joint venture or partnership, and name and title if the bidder is a corporation.

### **7.4 NAME AND NATURE OF BIDDER'S LEGAL ENTITY**

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

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

### **7.5 MODIFICATION**

Changes in or additions to the bid forms, recapitulations of the item(s) bid upon, alternative proposals, or any other modification of the bid package which is not specifically called for in the bid package may result in LLCSD's rejection of the bid. Oral or telephonic bid modifications are not considered.

### **7.6 BID CORRECTIONS**

Corrections, erasures, or interlineations of the bid are only permitted if they do not create inconsistencies in the bid package and are authenticated by signatures or initials of the bidder. Corrections may only be made prior to the bid opening. In the event of inconsistency between words and figures in the bid price, the words control. In the event that LLCSD determines that any bid is unintelligible, inconsistent or ambiguous, LLCSD may reject it.

### **7.7 WITHDRAWAL OF BIDS**

Bids may be withdrawn by email, by letter, or in person by a bidder or authorized representative possessing proper identification and written proof of authority to act on behalf of the bidder. If withdrawn in person by a bidder or a representative of the bidder, the person withdrawing the bid will be required to sign a

receipt for the withdrawn bid. Withdrawal must be made before the date and time indicated in the 'Notice Calling for Bids.' Any bid security for a withdrawn bid shall be returned at the time of withdrawal. No bids may be withdrawn for a period of ninety (90) days after the date set for the opening of bids.

## **7.8 INTERPRETATION**

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

No person is authorized to make any oral interpretation of any provision in the bid package, nor shall any oral communication be binding on LLCSD.

## **7.9 CONTRACT AWARD**

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

LLCSD intends to award the contract in its best interests. The right is reserved to reject any quotations to waive any informality in bids, and to accept or reject any item. The award will be based on factors such as price, past service, current service availability, delivery performance, durability, quality, and verified references.

LLCSD does not guarantee that all items on the bid will be purchased. LLCSD reserves the right to purchase additional quantities at the bid prices during the term of the agreement.

## **7.10 SUPER CO-OP APPROVED DISTRIBUTOR**

LLCSD is a 'member district' of the Super Co-Op, A California United States Department of Agriculture ("USDA") Foods Cooperative. The successful bidder under the bid must be an approved distributor or must complete a memorandum of understanding (an "MOU") for distribution services for delivery of USDA foods end products for Super Co-Op member districts in the State of California. The bidder agrees to fulfill all provisions of that MOU, including but not limited to, prompt USDA foods end product sales reporting, maintaining records of inventory, sales, and delivery, and clearly stating value pass through on delivery invoice; and hold/recall responsibilities, with prompt communications to the District.

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

## **7.11 PRICING**

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

**7.11.1 USDA Commodity Foods and USDA Commodity Processed Food Products:** Contractors shall utilize manufacturer pricing for USDA commodity foods and USDA commodity processed end-products from the following solicitation documents released and awarded by the Super Co-op lead agency, San Mateo-Foster City School District.

Request for Proposal No. SUPER-01-24. Administrative Services and Direct Delivery USDA Foods for Super Co-Op Member Districts. Release and Advertisement of RFP Super-01-24, October 30 and November 26, 2023. Award notifications transmitted December 15, 2023. Results of RFP Super-01-24 can be found at: [www.super-coop.org](http://www.super-coop.org) by selecting "RFP 2024-2025." Documents may also be requested via email from District contact person at contact email.

Quote a per case delivered cost for all items listed on the Bid Form Price Worksheet. Provide prices for the items only as specified on the Bid Form Price Worksheet. Equal products may be offered that meet the same specifications as those listed. If an equivalent product is offered, provide the name of the item, brand, product code, pack size, portion size, ingredients, nutrition information and Buy American information.

**7.11.2 Commercial Food Products – Fresh Produce:** Additional commercial food products – should be quoted as specified on the 'Bid Form Price Worksheet.' Quote a per case delivered cost for all items listed.

**7.11.3 Additional Items:** Additional items may be added to this bid. LLCSD will contact the successful bidder for pricing on additional items to be added to the bid award at any time during the bid period.

Prices must be stated for the unit items specified and do not include California state sales or use taxes in unit prices. This tax will be added and paid for by LLCSD, if applicable, except for federal excise tax from which LLCSD is exempt.

All pricing shall be quoted FOB District location(s) as specified in the Delivery Specifications section 10.17 of the agreement. All freight charges must be included in the bid price. Minimum delivery amounts must be listed with the bid price. No charge for packing, postage, express, or for any other purpose will be allowed over and above the prices bid.

Bids are on each item separately. Errors in price computations do not relieve the bidder from holding price. No increase to price will be allowed sooner than ninety (90) calendar days from the date of the bid award.

## **7.12 PRODUCT SPECIFICATION**

If the bidder does not indicate an alternate product specification, portion or pack size, it shall be understood that the bidder is quoting the exact item called out by the bid. Any substitutions will be accepted only if the District determines them to be equal in all respects to that specified in the bid. If LLCSD requests samples in order to make the determination on whether the substitution is as equal, the samples shall be submitted in accordance with 'Samples' section 7.13.

### **7.13 SAMPLES**

Any samples requested by LLCSD will be furnished to it at no cost, and, if requested, will be provided prior to the bid opening. LLCSD reserves the right to reject the bid when any bidder fails to submit the requested samples. Samples from bidders who are awarded the contract may be retained for comparison with deliveries. The bidder or its agent assumes all risk of loss or damage to samples regardless of the cause.

### **7.14 QUANTITIES AND LIMITATIONS**

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

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

### **7.15 FAILURE TO BID**

If a bidder does not wish to bid on any item, it may state “no bid” where indicated for the specific item. For the purposes of calculating the bidder’s total bid, LLCSD reserves the right to use the highest bid price received by it from other bidders for the bid item marked “no bid,” line items left blank, without a price, or incomplete.

For example, if LLCSD receives two bids and Bidder A provides “no bid” for Chicken Strips while Bidder B provides a price of \$15 for Chicken Strips, LLCSD will add \$15 to Bidder A’s total bid amount.

### **7.16 AMENDMENTS**

Bidders are advised that LLCSD reserves the right to amend the requirements of the ‘Notice Calling for Bid’ prior to the date set for opening of bids. Revision will be done formally by publishing amendments to LLCSD’s website and emailing all participating bidders. LLCSD may change the date of the bid opening and notify all bidders in writing of the new date.

Bidders must acknowledge receipt of any amendments to bid on the bid form.

### **7.17 COMPETENCY**

In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the bid. By submitting a bid, each bidder agrees that LLCSD, in determining the successful bidder and its eligibility for the award, may consider the bidder’s experience and references, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder’s performance. To that end, each bid will be supported by a statement of the bidder’s experience as of recent date on the form entitled ‘Bidder Information’ and ‘Reference List’ item 5 on page 10 of the bid package.

### **7.18 BID VALIDITY**

The bids are valid and in force for ninety (90) days after opening.



## **7.19 PUBLIC INFORMATION**

All material received by LLCSD in response to the 'Notice Calling for Bids' is available to the public. Bidders will indicate if any of their materials are proprietary or confidential.

## **7.20 BID COSTS**

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

## **7.21 QUESTIONS**

Bidders may submit any questions regarding bid procedure or requirements to LLCSD at [jvargas@llcsd.net](mailto:jvargas@llcsd.net) on or before the time identified in the Schedule of Events, section 7.1. LLCSD will prepare an addendum to address all timely submitted questions which will be posted on LLCSD's website at <https://www.llcsd.net/departments-services/purchasing-services/current-bids/>. Hard copies of LLCSD's addenda can be obtained by calling the district buyer at, (562) 868-8241 Ext. 2268.

## **7.22 PROTEST PROCEDURES**

Any bidder may file a bid protest. The protest will be filed in writing with LLCSD no more than five (5) business days after the bids are made public. The protesting bidder will provide an e-mail address and protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which it is based.

### **7.22.1 Resolution of Bid Controversy**

Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. The apparent low bidder may be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be awarded the contract. LLCSD may hold an informal hearing. LLCSD will issue a written decision within ten (10) days of receipt of the protest, unless factors beyond LLCSD's control prevent such resolution. The bid protest decision will be copied to all parties involved.

### **7.22.2 Finality**

A decision concerning bid controversy will be final and not appealable. Failure to comply with the bid protest procedure waives the right to protest.

## 8 BID FORM

The undersigned bidder has familiarized itself with and agrees to be bound by all the terms and conditions of the agreement, its attachments, the 'Notice Calling for Bids,' and other Bid Package documents, and agrees to perform within the time stipulated in the agreement, and to furnish the items of the agreement, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and to be responsible for all applicable taxes, utilities, and transportation services necessary to perform the agreement in a complete and good workmanlike manner for the:

FRESH PRODUCE – RFB No. 23-24-006

LLCSD reserves the right to award the contract or reject all bids and re-advertise. Bidders will provide a bid for all work required by the agreement and its attachments. The 'base bid amount' below is solely for comparing bids, and final compensation under the agreement will be based on the actual work satisfactorily completed. By submitting a bid, the bidder is confirming that it can and will provide all services required by the agreement and its attachments for the base bid amount. This amount will include all appurtenant expenses, taxes, royalties, and fees. LLCSD reserves the right to increase or decrease the amount of any services set forth in the agreement and its attachments, and to delete any item from them once they are executed.

**Base Bid Amount \$ \_\_\_\_\_**

BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM(S):

Number      Number      Number      Number      Number      Number      Number      Number

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

The 'Bid Form Price Worksheet' for all items bid will be attached to and incorporated with this bid form and is part of this form on the following page 19 of the bid package. Failure to complete this bid form and the 'Bid Form Price Worksheet' voids the bid.

The bidder verified its proposed prices in the 'Bid Form Price Worksheet' and understands and agrees that LLCSD is not responsible for the bidder's errors or omissions. The bidder warrants that the numbers and calculations in the 'Bid Form Price Worksheet' are accurate and correct. The bidder warrants it is familiar with Government Code sections 12650, et seq., and Penal Code section 72.

The bidder will submit a hard copy of its entire bid and a copy of the 'Bid Form Price Worksheet' in Microsoft Excel template format in a sealed envelope showing the (1) bid number, (2) opening date, and (3) opening time. All bids must be sent to the LLCSD's purchasing department at:

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

## 9 BID FORM PRICE WORKSHEET

An electronic copy of the **23-24-006 - Bid Form Price Worksheet**, referenced in the 'Bid Form,' is available here: [CLICK HERE \(23-24-006 Produce Worksheet\)](#)

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

The bidder will coordinate delivery with LLCSD. The bidder will bid all items FOB Destination, Santa Fe Springs, CA.

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

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

Company Name

Address

Signed By

Date

Title

Phone Number

Email Address

## 10 AGREEMENT

This agreement (the “Agreement”) is entered into [DAY] day of [MONTH], 2024 between The Little Lake City School District, (the “District”), and \_\_\_\_\_, (the “Contractor”). The District and the Contractor are sometimes referred to as a “Party” and collectively as the “Parties.” The Agreement is made as follows:

**WHEREAS**, the District solicited bids for the distribution of fresh produce via ‘Request for Bids No. 23-24-006, (the “Services”); and

**WHEREAS**, the Contractor is the successful bidder for the District’s request for bids of fresh produce, and the Parties seek to detail and memorialize the Contractor’s willingness and commitment to provide the Products and Services to the District through the Agreement.

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

### 10.1 **SCOPE**

The Contractor will supply fresh produce with associated products and Services according with the Request for Bid documents for the Products and Services, identified as the ‘Fresh Produce – RFB No. 23-24-006 (the “RFB”).

The Agreement constitutes an ‘order agreement’ where the District may order specific products at the price and terms set forth in the RFB. The District is not obligated to make a minimum quantity of orders or pay any cost or fee except for the fees incurred for orders made from time to time at its election.

### 10.2 **TERM**

The term of the Agreement begins on July 1, 2024 and ends on June 30, 2025 (the “Term”). The Term may be extended by amendment of the Parties and upon board approval for a total term not to exceed three (3) fiscal years in accordance with California Education Code sections 17596 and 81644.

### 10.3 **CONSIDERATION**

The Contractor’s sole consideration for the Agreement will be the payment for all Products ordered, received, and accepted by the District. The Contractor will not receive or be entitled to any additional payment, including, but not limited to, any start-up fees, service costs, or product reserve charges.

### 10.4 **GOVERNING LAW**

The Agreement is governed and enforced by federal, state, and local law whether or not specifically included. The Agreement may be amended by the Parties to include any excluded laws or regulations.

### 10.5 **VENUE**

Any action or proceeding to enforce the Agreement in whole or in part will be brought in Los Angeles County.

**10.6 ENTIRE AGREEMENT**

The Agreement and its attachments are the entire agreement between the Parties which supersedes any other understanding between them for the Agreement’s performance or the Parties’ obligations. If a conflict arises between the terms of the Agreement and the terms of the any attachments or bid documents, the Agreement prevails.

**10.7 AMENDMENT**

Any amendments to the Agreement must be made in writing and signed by the Parties’ authorized signatories as specified in section 10.10 of the Agreement. Amendments are not effective otherwise.

**10.8 SEVERABILITY**

If any term, condition, or provision of the Agreement is invalid, void, or unenforceable, the remaining provisions remain in full force and effect.

**10.9 COUNTERPARTS**

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

**10.10 NOTICE AND ADMINISTRATORS**

The Agreement is administered on behalf of the Parties and if notice needs to be provided to either, it will be provided to the following addressees:

**The District**

Liz Seymour  
Assistant Superintendent, Business  
Little Lake City School District  
10515 S. Pioneer Blvd.  
Santa Fe Springs, CA 90670  
(562) 868-8241  
[lseymour@llcsd.net](mailto:lseymour@llcsd.net)

**The Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice is given, served, and received if it is done in writing and either personally delivered or deposited in U.S. mail, registered or certified, postage prepaid, return receipt required, or sent by an overnight delivery service, or email transmission.

Personal or email notice is effective on receipt. Any notice sent by overnight delivery is effective the next business day following the date sent. Any notice given by U.S. mail is effective three (3) days after deposit in the U.S. mail.

**10.11 AUTHORITY**

Each Party has full authority to enter into and perform under the Agreement, and the person signing on behalf of each Party has been authorized to enter it.

The Agreement is not enforceable until it is approved and adopted by the governing board of the District as required by Education Code section 17604.

## **10.12 TERMINATION**

The Parties may terminate the Agreement with or without cause. The District's 'effective' written notice of termination stops further performance by the Contractor. Written notice of termination is 'effective' when it is received by the Contractor or no later than three (3) days after the date of mailing, or immediately upon electronic mail submission, whichever is sooner (the "Effective Date of Termination"). Written notice is sent to the address indicated in section 10.10 of the Agreement. The Contractor must stop performance upon the Effective Date of Termination, and it is only entitled to compensation for services satisfactorily rendered up to that time.

The Contractor may terminate the Agreement at any time so long as it provides sixty (60) day written notice to the District. Upon the Contractor's termination, the District is only obligated to compensate the Contractor for Services satisfactorily rendered.

The District will provide documentation supporting payment for services rendered to the Contractor up to the Effective Date of Termination.

If the District terminate the Agreement 'for cause,' it must giving of written notice of its intention to terminate 'for cause.' Reasons 'for cause' include, but are not limited to:

1. Material violations of the Agreement by the Contractor, including untimely or unsatisfactory Products or Services or violations of any term, condition, or covenant of the Agreement. Failure to furnish all Products or Services identified in the Agreement constitutes unsatisfactory Service. If the Contractor fails to deliver Products or Services or products or delivers nonconforming Products or Services, the District may, at its sole discretion, annul and set aside the Agreement, either in whole or in part, and enter into a new agreement with a different contractor for the same or similar items to the best advantage of the District. The Contractor assumes full liability for such failures. The District may cancel any untimely or unsatisfactory Products or Services or other foods or services due to economic conditions, governmental regulations, or other similar causes beyond the control of the Parties. Failure to fulfill the Agreement may result in disqualification of the Contractor from future bidding.
2. Acts by the Contractor exposing the District to personal injury or property damage liability; or
3. Contractor insolvency and assignments for the benefit of creditors or receivers who are appointed on account of Contractor's insolvency.
4. The District may terminate the Agreement upon 24-hours' notice 'for cause' for unsatisfactory Products or Services, or for any other reason.
5. The District may also terminate service of any or all portion of the Agreement for any reason it determines to be detrimental to the health and welfare of the students, school personnel, or any other potentially impacted persons.

## **10.13 INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor and is responsible for its performance as one. The Agreement does not create the relationship of employer and employee, principal and agent between the Parties or any of the Contractor's agents or employees. The Contractor assumes sole responsibility for its employees and their acts within their capacity as Contractor employees. The Contractor, its agents, and employees are not District employees and are not entitled to their rights or privileges.

#### **10.14 ORDERING**

The Contractor may receive orders using online ordering systems, telephone, or email, and will provide order confirmations within one (1) business day of receiving orders. Orders will be placed at least ten (10) business days in advance of the requested delivery date. The Contractor will include detailed ordering instructions with its bid.

#### **10.15 FREIGHT TERMS**

All pricing shall be quoted free on board (“FOB”) at District location(s), as specified in Delivery Specifications section 10.17.

#### **10.16 DELIVERY AND FUEL SURCHARGES**

Delivery or fuel surcharges are not accepted or permitted.

#### **10.17 DELIVERY SPECIFICATIONS**

The Contractor will deliver the Products to the District’s locations, indicated by Table 1 below. Delivery must be completed within the designated ‘delivery times’ and on the ‘preferred delivery days,’ as indicated by Table 1 below. The District may designate alternative delivery locations if any of the designated locations are unable to receive deliveries. The District may also revise delivery times. **Attempted deliveries after 2:00 pm will not be accepted.**

**Table 1**

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



## **10.18 VEHICLE DELIVERY CONDITIONS**

All vehicles and containers used for transporting food and supply items will be clean and sanitary to protect these items from contamination or other exposures affecting their quality and safety.

Vehicles transporting perishable Products or goods will be monitored and will maintain appropriate temperatures. All perishable Products are to be delivered in refrigerated trucks, maintaining frozen food in a frozen state and refrigerated foods at or below 40 degrees Fahrenheit.

## **10.19 QUALITY CONTROL**

The Products will be delivered free and clear of any quality defects or infestation. Products, foods, or other goods may be rejected if there is a quality failure, including, but not limited to, off-flavor, temperature tampering, character defects, non-uniformity of size, damage, mold, excessive moisture, evidence of freezing, or otherwise unusable product factors. Provisions will be made for pick up, exchange, and issuance of appropriate credit for defective Products. The Contractor will provide trace-back for all contaminated Products to their point of origin.

Food products and supplies will be transported safely and in sanitary conditions, with packaging intact and free of moisture or damage upon delivery. All packaging material will be Food and Drug Administration (“FDA”)-approved to meet all state and federal regulations. Packaging materials will not add odor, flavor, or color to the product. Damaged packages may be rejected and returned for credit or immediate replacement at no cost to the District. The District may inspect and reject inferior merchandise. The District’s decision will be final and credits provided.

All perishable Products must be delivered in refrigerated trucks, with a refrigerated temperature continuously held between 32° and 38° Fahrenheit.

The Contractor will follow appropriate handling and storage practices, including proof of established sanitation procedures and an active pest control program. A copy of the Contractor’s Hazard Analysis Critical Control Point (“HACCP”) system or Food Safety & Security Program will be submitted with its bid.

The Contractor will provide products from manufacturers with a HACCP or Food Security and Safety Program system in place at the time the bid is submitted and will continue to maintain it throughout the Term. Additionally, the Contractor shall ensure that all products received under the Agreement will be prepared, handled and are stored in accordance with federal, state, and local health and sanitation standards in which the product was produced.

## **10.20 NUTRITIONAL REQUIREMENTS, INFORMATION AND LABELING**

The Contractor is required to provide a complete nutrient analysis of some products as requested by the District. Nutrient information may be obtained from an independent laboratory at the Contractor’s expense.

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

All processed foods should not contain any artificial trans-fat and no monosodium glutamate. All ingredients must be declared on the product label and conform to the food allergen labeling and the Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of

ingredients that contain protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

The Contractor will notify the District's nutrition services department whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the nutrition services department. All items must meet nutritional requirements of the USDA Child Nutrition Program.

#### **10.21 USDA MEAL PROGRAM REGULATIONS**

The National School Lunch and School Breakfast regulations require schools to serve meals that meet specific meal pattern requirements. The Contractor will provide information on product portion sizes for meal pattern contribution. Product Formulation Statements and CN labels will be provided, as applicable.

#### **10.22 SUBSTITUTED PRODUCTS**

Products delivered during the Term will be exactly as requested by the District. Substitutions are not allowed without District approval. The Contractor will notify the District at least two (2) days in advance of delivery if a Product, food, or other good is unavailable. The Contractor will provide the District options of products that are of the same or higher quality and at the same unit cost as the unavailable Product, food, or good. The Contractor proffering nonconforming Products, foods, or goods represented as conforming ones is a material breach of the Agreement.

If the Contractor fails to deliver specified or substituted Products, foods, or goods in a timely manner, or the service of meals fails to contain the required components of a reimbursable meal, the Contractor shall be required to reimburse the District for the full value of all of the identified meals, as determined by the National School Lunch Program. The Contractor will reimburse the District within sixty (60) days of written request by the District.

#### **10.23 ADDITIONAL ITEMS**

The District may add items to the Products provided by the Contractor. The District and the Contractor will negotiate the price of added items using a similar mark-up percentage as existing products.

#### **10.24 VELOCITY REPORTS**

The Contractor will provide velocity reports to the District upon request.

#### **10.25 APPLICABLE LAWS**

The Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to the Contractor, its business, equipment, and personnel engaged in operations covered by the Agreement or arising out of the performance of such operations.

#### **10.26 PERMITS AND LICENCES**

The Contractor and its employees and agents will maintain all necessary licenses and permits as required by law.

## **10.27 CONDUCT ON DISTRICT PREMISES**

The Contractor will abide by all policies and procedures of the District while on District premises. The Contractor will exercise due care and diligence to prevent any injury to persons or damage to property while on the District's premises. The Contractor's employees or agents on District property will abide by posted and other applicable regulations and safe-driving practices while operating or being around motor or other vehicles. Accidents on the District's premises involving the Contractor's employees or agents will be promptly reported to appropriate District personnel. The Contractor's employees or agents will clearly identify themselves as such and not as employees of the District. The Contractor's employees and agents' identification methods will be approved by the District. The Contractor's employees will not smoke, be intoxicated, use or bring any contraband, drugs, alcohol, or use profanity on District premises. The Contractor's employees and agents shall minimize their time on the District's premises without also impacting performance under the Agreement. The District may remove from its premises any Contractor employee or agent it believes to be violating these terms.

## **10.28 PRICE ADJUSTMENTS**

The Contractor may adjust prices after presenting suitable proof and notice of price increases from suppliers or processors. Price increases must occur after ninety (90) calendar days from the date of bid award. Price changes are subject to amendment by the Parties.

Price adjustments must be noticed to the District by the 15<sup>th</sup> of the month and will become effective thirty (30) days later. Price adjustments must be accompanied by conversion calculations showing the price adjustment.

## **10.29 PAYMENT**

An invoice or delivery slip will be furnished upon delivery of goods. This will be signed by the District staff and the delivery staff and will include; delivery location name, product names, quantities, unit sizes, and unit price and total cost of the delivery.

Discrepancies will be identified during delivery by a discrepancy receipt which will be left at the site in the case of a return or shortage. Credits shall be issued within seven (7) calendar days.

The Contractor will provide itemized monthly statements to the District as follows: (1) purchase order number (2) delivery sites, (3) delivery dates, (4) price per delivery, (5) extended totals per site. Failing to provide this information may result in payment delays. Statements will be submitted to:

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

or at email addresses; [billing@llcsd.net](mailto:billing@llcsd.net), [hmcDonald@llcsd.net](mailto:hmcDonald@llcsd.net)

The District will pay the Contractor thirty (30) days in arrears after acceptance of an invoice. Interest for undisputed overdue payments will not exceed legal rates.

### **10.30 STATE AUDIT**

All Party or subcontractor books, records, or files related to state fund expenditure exceeding ten thousand dollars (\$10,000) will remain available for a period of three (3) years after the final payment is made under the Agreement. These records may be audited or inspected by the state officer in accordance with Government Code section 8546.7.

### **10.31 CANCELLATION**

The Contractor agrees and understands that District money used to purchase bid items is public money appropriated by the USDA, the State of California, or acquired by the District from similar public sources. The District may cancel the Agreement any time or limit item quantities due to non-availability or non-appropriation of sufficient funds, or lack of availability of USDA food products.

### **10.32 TAXES**

It is the Contractor's responsibility to report as income its compensation from the District and make all necessary tax payments and filings appropriate federal, state, and local tax authorities. The Contractor's compensation is not subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other state or federal tax obligations.

### **10.33 MERGERS, ACOUISTIONS, OR BUYOUTS**

The Agreement persists through and will not be renegotiated due to a merger, acquisition, or buyout of the Contractor's entity.

### **10.34 ASSIGNMENT**

The Contractor will not assign, transfer, convey, sublet or otherwise dispose of the Agreement without the District's written approval. The Contractor will not assign any of the monies due or payable under the Agreement without the District's written approval. Any assignment, transfer, conveyance, sublet or other disposal of the Agreement or its rights, titles or interests to any other person, company, or other corporation is null and void without the District's written approval. The District may terminate and is discharged from all liability arising from any erroneous assignment, transfer, or conveyance.

### **10.35 INDEMNITY**

The Contractor will indemnify the District, its board of education, officers, agents, representatives, trustees, volunteers and employees from all claims, damages, or liability of any kind in law or equity, including, but not limited to, personal injury, bodily injury, death, property damage, and/or attorneys' fees and costs directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, error or omissions, or willful misconduct of the Contractor, its officials, officers, employees, subcontractors, consultants, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, or under the Agreement unless the claims are caused by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that the Contractor proposes to defend the indemnified the Parties. This indemnity will include liability arising out of:

i. Workers' Compensation and Employers Liability

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

ii. General Liability

Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Contractor or the District, or any person, firm or corporation employed by the Contractor or the District upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, and agents. The Contractor, at its own expense, cost, and risk, will defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District (other than professional negligence), its officers, agents or employees that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

The Contractor understands and agrees this article is the sole indemnity governing the Agreement, as defined by California Civil Code § 2772. Limitations of the Contractor's liability is void and unenforceable unless explicitly agreed to by the Parties in a subsequent amendment to the Agreement.

**10.36 INSURANCE**

The Contractor will maintain insurance with a qualified and District-approved insurers to protect the Parties from liability arising from the Contractor, its agents, successors, or assigns' actions or inactions relating to the Agreement. The specific insurance coverages are as follows:

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

i. Commercial General Liability and Automobile Liability Insurance

Commercial general liability insurance and any automobile liability insurance protecting the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, advertising injury, and

medical payments arising performing any portion of the Services. (FormCG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

ii. Workers' Compensation and Employers' Liability Insurance

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

iii. Proof of Insurance

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

1. A clause stating: "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION."
2. Language stating in particular those insured, the extent of insurance, location, and operation to which insurance applies, expiration date, to which cancellation and reduction notice will be sent, and length of notice period.

An endorsement stating that the District and its board of education, agents, representatives, employees, trustees, and officers, are named additional insured under all policies except workers' compensation insurance, and employers' liability insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the District. An endorsement shall also state that there shall be a waiver of any subrogation.

3. All policies except the workers' compensation insurance, and employers' liability insurance policies shall be written on an occurrence form.

iv. Acceptability of Insurers

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

**10.37 LIABILITY**

District Liability.

Other than as provided in the Agreement, the District's financial obligations are limited to the payment provided in the Agreement. The District is not be liable for claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with it.

### Contractor Liability.

The District shall hold the Contractor liable and responsible for all damages which may be sustained because of its failure to comply with any of its conditions. If the Contractor fails to furnish or deliver any Products or Services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the agreement in its entirety, the District may purchase specific Products items elsewhere without notice to the Contractor. The Contractor will pay the District for additional costs accrued, or payments will be deducted from invoices at prevailing market rates for having to buy Products or items elsewhere.

#### **10.38 FORCE MAJEURE**

The Parties will be excused from performance by acts of God, fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence is presented to the Parties, provided that it is established that the non-performance is not due to the fault or neglect of the non-performing party.

#### **10.39 NON-DISCRIMINATION**

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

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Agreement and its attachments on the date indicated below:

\_\_\_\_\_  
**Contractor's Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

If the Contractor is a corporation, signatures of two specific corporate officers are required. The first corporate officer signature must be one of the following: 1) chairman of the board; 2) the president; 3) chief financial officer; 4) treasurer. The second officer signature may be any other officer as designated or defined by the corporation.

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

**LITTLE LAKE CITY SCHOOL DISTRICT**

\_\_\_\_\_  
**Signature**

Assistant Superintendent, Business Services  
\_\_\_\_\_  
**Title**

Liz Seymour  
\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**



## 11 ATTACHMENTS

The Agreement attachments, collectively the “Attachments” as referenced above throughout the Agreement are fully incorporated into it and include:

- a. Suspension and Debarment Certification
- b. Certification of Regarding Lobbying
- c. Disclosure of Lobbying Activities
- d. Alcoholic Beverage and Tobacco-Free Campus Certification
- e. Drug-Free Work Place Certification
- f. Buy American Certification
- g. Iran Contracting Certification
- h. Workers Compensation Certification
- i. Finger Printing/Criminal Background Investigation Certification
- j. Federal Non-Discrimination Statement
- k. China Prohibition Certification
- l. SB 490 Certification
- m. W-9 form
- n. Amendments/Addendums Issued by the District
- o. Any other documents contained in or incorporated into the bid

**11.1 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.

## 11.2 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:



## **INSTRUCTIONS FOR COMPLETION OF STANDARD FORM-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

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

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime federal recipient. Include congressional district, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance 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.

## **11.4 ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS CERTIFICATION**

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

Every Contractor employee or agent engaged in the performance of the Agreement will be given a copy of this statement agrees to abide by its terms.

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

\_\_\_\_\_  
Name of Contractor Employee or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

## 11.5 DRUG-FREE WORKPLACE CERTIFICATION FORM

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Little Lake School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title





## 11.7 IRAN CONTRACTING ACT CERTIFICATION

### California Public Contract Code – PCC 2202-2208

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (the “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 under Public Contract Code section 2205.

#### OPTION #1 - CERTIFICATION

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

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number</i>
<i>Name and Title (Printed)</i>	
<i>Signature of Authorized Official</i>	
<i>Date Executed</i>	<i>Executed In</i>

#### OPTION #2 – EXEMPTION

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

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

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number</i>
<i>Name and Title (Printed)</i>	
<i>Signature of Authorized Official</i>	
<i>Date Executed</i>	<i>Executed In</i>

## 11.8 WORKERS COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

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

## 11.9 FINGERPRINTING AND CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned certifies to the governing board of the District:

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

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

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

\_\_\_\_\_  
Name of Contractor Employee

\_\_\_\_\_  
Title

Employees and/or subcontractor or supplier of any tier of the Agreement will not come in contact with District students.

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

The undersigned declares under penalty of perjury under the laws of the United States and California that the foregoing is true and correct.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title



## 11.10 FEDERAL NON-DISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a [Form AD-3027, USDA Program Discrimination Complaint Form](#) (PDF), from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
2. fax: 833-256-1665 or 202-690-7442; or
3. email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

## 11.11 CHINA PROHIBITION CERTIFICATION

The Consolidated Appropriations Act of 2021 (Public Law 116–260), Division A, Section 764, signed into law on December 27, 2020, prohibits all Child Nutrition Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People’s Republic of China.

The Contractor certifies that it did not use federal funds to procure raw or processed poultry products that are imported into the United States from the People’s Republic of China for its performance of the Services and provision of Products under the Agreement.

The Contractor further acknowledges that noncompliance with these requirements may result in disallowable cost(s).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

