

**REQUEST FOR PROPOSALS
BAKED GOODS
RESPONSE #1/23-24**

The Westside Union School District hereby requests proposals for the Cooperative named below in the purchase of Fresh Baked Goods for the school districts of the Antelope Valley area commencing July 1, 2023 to June 30, 2024, with the option of two one-year extensions for the 2024/2025 and 2025/2026 school years.

This package consists of: Responding Requirements, Instructions,
Special Conditions, Response Specifications and “Best Value Point
System” Informational Page

**Additionally, the following required
documents located in the “Response Part 2”
packet, must be returned in the response
with signatures as indicated:**

Product Response Form,
Response Signature Page
Additional Terms & Conditions Page
Buy American Provision & Declaration
Non-Collusion Affidavit Language
Alcohol Beverage & Tobacco Free Campus Policy
Certificate Drug Free Workplace
Notice to Contractors- Department of Justice Clearance
Certification and Disclosure Statements- Mgmt. Bulletin #98-113

The Westside Union School District reserves the right to make selections of vendor in the best interest of this Cooperative. Representative Districts in this purchasing cooperative include, but are not limited to: Palmdale School District, Acton-Agua Dulce Unified School District, Antelope Valley Union High School District, Eastside Union School District, Keppel Union School District, Wilsona School District, and Lancaster School District. The Westside Union Elementary School District reserves the right to award the response all or in part based on performance, serviceability, Best Value Point System score on acceptable product and best overall pricing.

Responses are to be submitted no later than 1:00 P.M., Tuesday, May 9, 2023. For the response to be considered valid you are required to have all of the following information noted on the envelope as directed: response must be submitted in a sealed envelope with the responder’s name & address, response number and name of response listed. If not presented in person, the above envelope with all the above information must be sent in a separate envelope, sealed, within. No response will be accepted after the noted day and time and will be returned unopened to the responder. Public response opening will be held on the posted deadline date.

If there are any questions regarding this solicitation, please email Jeri Lynn Hartman-Gonzalez at j.hartman-gonzalez@westside.k12.ca.us.

Submit responses to: Westside Union School District Attn: Jeri Lynn Hartman-Gonzalez
41914 N. 50th Street West, Quartz Hill, CA 93536

Sincerely,
Nancy Hemstreet
Director, Child Nutrition

RESPONSE INSTRUCTIONS

1. **Preparation of Response Form:** The Westside Union School District invites responses on the form attached to be submitted at such time and place as is stated in the Call for Responses. Responses must be submitted in ink or typewritten. All blanks in the response form must be appropriately filled in, and all prices must be stated in figures. Responses must be submitted to the Purchasing Department in a sealed envelope with responder's name & address and name of bid listed 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 response received after the scheduled opening time for receipt of responses will be returned to the responder unopened. Responses shall remain open and valid and subject to acceptance for thirty days after the opening date unless otherwise stipulated.
2. **Signature:** Signature on responses must be in ink to be considered acceptable. All responses must be signed only by an authorized contracting authority of the responding entity. A signature is required in all designated places.
3. **Errors and Corrections:** No erasures are permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing the response.
4. **Withdrawal of Responses:** Responses may be withdraw by written request, at any time before the scheduled opening time for receipt of responses. Responses cannot be withdrawn or corrected after opening.
5. **Acceptance and Award of Responses:** The District reserves the right to select the response which, in its opinion, is in the best interest of the District. The District also reserves the right to make multiple awards or no award at all and further reserves the right to reject any and all responses, with no explanation by the Board and to waive any irregularity or discrepancy associated with this response.
6. **"Best Value Point System":** The District will use the "Best Value Point System" to award responses. New product samples should be submitted only upon request by the District.

RESPONSE SUBMITTAL CHECK OFF LIST

PLEASE MAKE SURE ALL ITEMS FROM THE LIST BELOW ARE COMPLETE AND ACCURATELY FILLED OUT, ALL REQUESTED DOCUMENTS ARE RETURNED WITH THE RESPONSE PACKET. (THIS IS A REQUIREMENT UNDER SPECIAL CONDITIONS, #5 FOR A COMPLETE RESPONSE PACKET TO BE CONSIDERED FOR AWARD OF RESPONSES.)

Signatures Required On the Following Forms in Purchased Bakery Goods Response

- ☐ Part 1: Response Form
- ☐ Response Signature Page
- ☐ Additional Terms and Conditions

Signatures Required On the Following Forms in Purchased Bakery Goods Response Part 2:

- ☐ Non-Collusion Affidavit Language (Document 1 page)
- ☐ Alcohol Beverage & Tobacco Free Campus Policy (Document 1 page)
- ☐ Certificate Drug Free Workplace (Document 1 page)
- ☐ Notice to Contractors - Department of Justice Clearance (Document 1 page)
- ☐ Certification and Disclosure Statements-Mgmt. Bulletin #98-113 (Document 10 pages)

Documents required for a complete Response Packet

- ☐ Submittal: CN, Label, if available
- ☐ Westside Buy American Declaration Statement
- ☐ Current Year Specification Sheet, signed and dated-current information
- ☐ Nutritional Information – current information
- ☐ Product Ingredients Listing with Allergen Statement
- ☐ Whole Grain Document Formulation Statement as Applicable

RESPONSE REQUIREMENTS

The Westside Union School District and participating cooperative members will consider purchasing fresh baked goods for the period commencing July 1, 2023 to June 30, 2024, from the company that meets the following requirements:

All products must conform to the provisions and specifications set forth in the Federal, State and County Laws for their production, handling, processing, marketing, and labeling.

FRESH BAKED GOODS WILL NOT BE CONSIDERED FOR AN AWARD IF AN APPROVED CURRENT NUTRITIONAL INFORMATION SPECIFICATION SHEET DOES NOT ACCOMPANY THE RESPONSE PRICE, including information regarding no artificial trans fats.

SPECIFICATION SHEETS MUST INDICATE BREAD/GRAIN EQUIVALENT FOR THE USDA NATIONAL SCHOOL LUNCH PROGRAM ALONG WITH NUTRITIONAL DATA.

Whole grains must be the primary ingredient by weight (a whole grain is the first ingredient in the list).

100% OF ALL GRAINS OFFERED IN SCHOOLS MUST BE WHOLE-GRAIN RICH. Whole grain-rich products must contain at least 51 percent whole grains and the remaining grains in the product must be enriched.

Merchandise shall be delivered fresh to each of the school cafeterias in the Cooperative: Antelope Valley Union High School District, Acton-Agua Dulce School District, Eastside School District, Keppel School District, Lancaster School District, Palmdale School District, Westside School District and Wilsona School District.

SPECIAL CONDITIONS

1. **Agreement Period:** This agreement shall be effective July 1, 2023 through June 30, 2024. This agreement, by mutual consent, may be extended in one-year increments until June 30, 2026.
2. **Delivery Sites:** The school districts to be served are: Antelope Valley Union High School District, Acton-Agua Dulce School District, Eastside School District, Keppel School District, Lancaster School District, Palmdale School District, Westside School District and Wilsona School District. Merchandise shall be delivered fresh to each of the school cafeterias. Additions to or deletions from the number of schools to be served by a vendor may be made at any time during the school year by notification in writing, by the Westside Union School District.
3. **USDA and State Compliant Regulations and Recall Notification:**
 - (a) Items submitted must comply with California State Bill SB80, prohibiting use of foods containing artificial trans fat. A food item contains artificial trans fat if it contains vegetable shortening, margarine, or any kind of hydrogenated or partially hydrogenated vegetable oil, unless the manufacturer's documentation or the label required on the food, pursuant to applicable federal and state law, lists the trans fat content as less than 0.5 gram per serving; Have not been deep fried, par fried or flash fried in an unpermitted oil or fat as part of the manufacturing process. Prohibited oils and fats include, but are not limited to, palm, coconut, palm kernel, lard, or those typically solid at room temperature and known to negatively impact cardiovascular health. Permitted oils include, but are not limited to, canola, safflower, sunflower, corn, olive, soybean, peanut, or a blend of these oils, or those typically liquid at room temperature and known for their positive cardiovascular benefit.
 - (b) All items submitted must comply with California Department of Education and USDA Nutrition Services requirements on food and beverage products in sponsorship of the National School Lunch Program.
 - (c) Any new or revised USDA or CDE regulations will be included with each additional year extensions of awarded bids. All products must comply to be considered for the extension, at that time. Changes in USDA or CDE regulations may change acceptability of awarded product and additional testing/cutting may be required.
 - (d) USDA regulations and instructions will supersede and be followed for all recalls. All recall notification and expansion of a recall must be notified within twenty-four (24) hours to the Westside Union School District Child Nutrition Director (661-943-1057).
4. **Pricing – Notations:** Quote on each item separately. **PRICES QUOTED MUST BE NET, INCLUDING ALL TRADE DISCOUNTS.** All prices and quotations shall be shown in ink or typewritten. State Brand, Unit Price, and Extension for each item on response form. Errors may be crossed out and corrections made adjacent thereto, but should be initialed in ink by the person signing the response. All purchase orders placed under this agreement shall be delivered and invoiced at the agreement price prevailing at the time the order is placed, regardless of the actual delivery date. All items ordered under this agreement shall be delivered F.O.B destination to the school cafeterias as ordered.
5. **Invoices:** Invoices shall be submitted via digital mail or USPS to the various districts, addresses available on the Information for Bidder page. Any discounts must be listed on the invoice, terms are net 30.

SPECIAL CONDITIONS – PAGE 2

6. Vendor Specifications: All bids must be accompanied with correct vendor specifications as per attached Policy Memorandum #87-404.
PURCHASED PRODUCT MAY NOT BE CONSIDERED FOR AN AWARD IF THE FOLLOWING IS NOT INCLUDED WITH THE RESPONSE FORM AND RESPONSE PACKET:
- APPROVED CURRENT YEAR END PRODUCT DATA SCHEDULE
 - APPROVED CN LABEL SHEET OR CURRENT YEAR SIGNED, DATED SPEC SHEET
 - NUTRITIONAL INFORMATION SHEET
 - PRODUCT INGREDIENTS SHEET WITH ALLERGEN STATEMENT
 - WHOLE GRAIN DOCUMENT FORMULATION STATEMENT AS APPLICABLE
7. Ability to Supply: Quote prices only if merchandise can be obtained and delivered on specified delivery dates. Item bid shall be considered binding. Westside Union School District shall have the option to collect a default penalty of (a) ten percent (10%) of the bid price value of the defaulted items ordered but not delivered as specified, or (b) the difference between the bid price value and the cost of identical items obtained by quotation through another vendor. Strikes, Acts of God, and similar causes not under control of the Vendor will be considered exempt from this default provision. This is intended only as a last recourse and not as deterrent to bidders. Vendors should confirm their inventories and suppliers before responding.
8. Delivery: All costs for delivery F.O.B. specified locations. Prices shall include drayage, freight, packing and insurance at the vendor's expense on all items delivered. **The cooperative shall have the power and authority to reject any and all materials furnished which, in its opinion, are not in strict compliance and conformity with the requirements of the specification or equal in every respect to the response or to the sample submitted by the vendor. All articles so rejected shall be promptly removed from the premises at the vendor's expense.**
9. Inspection and Acceptance: Inspection and acceptance of all items shall be at destination. Items found to be not in accordance with the bid specifications shall be replaced by the Vendor at no cost to the participating school districts. Failure to replace items not meeting the bid specifications shall be considered sufficient cause for default action under the DEFAULT provision of the Agreement.
10. Quantities per delivery site: Please give minimum quantities for one delivery drop. All minimums must be listed, if not listed, no minimum will be considered. Minimums may be expressed in the terms of number of cases of combined items, minimum weight per drop, or minimum dollar value per drop. If minimum quantities are not a condition of bid pricing, please state. Minimums are included in the criteria for awarding of bid in the Best Value Point System.
11. Usage: Usage are figures are for historical reference and do not necessarily constitute an offer to buy.
12. Default: In case of default by vendor, vendor hereby agrees that the Westside Union School District may procure the articles or services from other sources. Any school district may, by written notice of default to the Contractor, terminate the whole or any part of their order under this Agreement. Remedies for default shall include, but not be limited to the above, and Contractor shall be liable for any differences in cost between agreed price and price paid to an alternate contractor, including expenses incurred to make alternate purchases. Should district(s) bring suit against defaulter and prevail in such action, defaulter shall pay all reasonable attorney fees and other expenses for such litigation.

SPECIAL CONDITIONS – PAGE 3

13. Warranty: The Vendor agrees that all items furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor provides any customer for such items, and that the rights and remedies provided therein are in addition to any other provision of this Agreement.
14. Award of response: Westside Union School District reserves the right to award or reject responses on each item separately, as a group of similar items, or as a whole with no explanation by the Board; or waive any irregularity or discrepancy associated with this response. THIS IS AN ALL OR NOTHING BID. THE ENTIRE BID WILL BE AWARDED AS A LOT. RESPONSE MUST INCLUDE PRICING ON ALL ITEMS TO BE CONSIDERED FOR AWARD.
15. California Made Materials: In awarding bids Westside shall comply with the provisions of Section 4330 to 4334, Government Code of the State of California.
16. Buy America Provision: The districts participate in meal programs that require the use of nonprofit school food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U.S. as provided in 7 CFR, sections 210.21(d) and 220.16(d). The respondent must:
Submit certification statements for all processed agricultural products. The respondent must provide written documentation to the District at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

OR

Request District approval prior to delivering a nondomestic agricultural commodity or product. If the respondent cannot comply with #1 above, the respondent must notify the District in writing 10 days prior to delivering a nondomestic agricultural commodity or product.
17. Assignment of Contract: The successful responder shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the obligation to perform the contract or any rights accruing there under or any power to execute the same without prior consent in writing from Westside Union School District. Notice is hereby given that Westside Union School District will not honor any assignment made by the contractor unless consent in writing, as indicated above, has been given.
18. Hold Harmless Clause: The supplier shall hold harmless and indemnify the District/Cooperative, its individual schools, their officers and employees, from every claim, demand, suit and award which may be made by reason of:
 - (a) Any injury to person or property sustained by the supplier or by any person, firm or corporation, employed directly or indirectly by him upon, or in connection with his performance under the contract, however caused;
 - (b) Any injury to person or property sustained by any person, firm, or corporation caused by any act, neglect, default, or omission of the supplier or 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 un-copyrighted composition, secret process, or patented or unpatented invention in the performance of the services called for under the contract.

SPECIAL CONDITIONS – PAGE 4

The supplier, at his own expense and risk, shall defend any legal proceeding that may be brought against District/Cooperative its individual schools, their officers and employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

19. Equal Opportunity Employment Act of 1975: Westside School District's policy is in firm support of the provisions of the Equal Opportunity Act of 1975. Westside, therefore, must be assured by the successful vendor in this response that he is an equal opportunity employer according to the provisions of the Act.
20. 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 FSMC, 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 FSMC 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.
21. Order and Delivery Procedures: Time and manner of delivery are essential factors in proper performance under the contract. The supplier shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery F.O.B. to school sites. Each item shall be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by a packing slip.

All orders will be placed directly by the individual school districts or their sites. Deliveries are to be made as required by the ordering process at each school site, but not less than two times per week per individual site. The deliveries shall be made before 9:00 A.M. and while an authorized Child Nutrition employee is on duty. A signature from such Child Nutrition employee is required. The individual receiving the products will inspect each item. Any item not meeting the specifications will be refused. An invoice or delivery slip will be left with each delivery at each site. Delivery vehicles are to be equipped so that a proper state of sanitary conditions is maintained at all times. Delivery vehicles must be free of any type of infestation. A tentative district calendar for the 2023 – 2024 school year and delivery site information will be provided. Additions to, or deletions from, the list of schools to be served may be made at any time during the period of coverage. Delivery schedules are to be prearranged with the Food Service Director for each individual district. Unauthorized deliveries are at the vendor's risk (vandalism, spoilage, etc.) and are to be replaced, when necessary, by the vendor in time for required service.
22. Inspection and Acceptance: Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with the bid specifications shall be replaced by the Contractor at no cost to the cooperative. Failures to replace items not meeting the bid specifications and/or defective items shall be considered sufficient cause for default action under the DEFAULT provision of the Agreement.

SPECIAL CONDITIONS – PAGE 5

23. **Billing Instructions, Invoices and Payments:** All invoices shall be submitted to the individual school districts and shall contain the following information: item number, item description, quantity, unit price, extended totals, and applicable discounts for items delivered. Failure to enter the above information on the invoice may cause a delay in payment. Payment shall be made on partial deliveries accepted by the districts. Terms are net 30. Statements are to be sent on a monthly basis to applicable cooperative School Districts. Payment shall be reconciled to monthly statement and delivery tickets signed by authorized Food Services employees at time of delivery (see General Condition entitled “Order and Delivery Procedures”).
24. **Quality:** The Districts in this proposal are committed to serving the highest quality bakery goods to its customers. Upon award, the following will be monitored and evaluated on a regular basis to ensure the awarded vendor is meeting the District’s expectations:
- A. Bakery Goods must be freshly baked and delivered within thirty-six hours of production.
 - B. Bakery Goods must have been properly stored.
 - C. Bakery Goods must be free from any type of infestation.
 - D. Bakery Goods must hold to the minimum standards called for in the specifications.
 - E. Bakery Goods must be of a viable quality for consumption.
 - F. Bakery Goods must be of uniform shape as is reasonably possible.
 - G. Bakery Goods must be of uniform size as is reasonably possible.
 - H. Bakery Goods must arrive on clean bread racks.
 - I. In the event of off-flavor, moldy, old or damaged products, provisions must be made for pick-up, exchange, and issuance of proper credit.
 - J. Packages of Bakery Goods are to have a clearly marked code indicating the date the product was processed.
 - K. Bread Racks and Trays are to be furnished free of charge and maintained to District satisfaction.
25. **Materials:** All materials, supplies or services furnished under the contract shall be in accordance with the District’s specifications. Materials or supplies which, in the opinion of the Cafeteria Managers, are not acceptable or in conformity with the specifications or equal to the District’s expectations, shall be rejected and promptly removed from the District’s premises at the supplier’s expense. When a sample is taken from a shipment and sent to a laboratory for tests and the test shows that the sample does not comply with the specifications or contract, the cost of such tests shall be paid by the supplier.
The successful bidder shall comply with all federal, state and local laws, regulations, or orders applicable to the purchase, manufacture, processing and delivery of all items covered by his bid. The District may request copies of any plant or product inspections or analysis.
26. **Sanitation Requirements:** All products shall be handled in accordance with the best sanitary practices. Processing plants and staging areas shall meet the highest standards of sanitation. Employees and equipment must meet the provisions that will assure clean, sound, and sanitary product. Processing and staging areas must meet State and County Health requirements. Sanitation standards will be monitored throughout the contract period.
27. **Product Samples:** Vendors may be asked to provide samples or to demonstrate some or all of the items quoted.

SPECIAL CONDITIONS – PAGE 6

28. Substitutions: It is recognized that occasionally substitutions may be necessary to affect a timely delivery. In these cases, only substitute items of equal or higher value will be accepted, and then at no additional cost to the District/Cooperative. Approval must be obtained from the Westside Union School District/Cooperative before substitutions are made.
29. Acting Agent: The Items Covered By This Response, Are Being Proposed By The Westside Union School District Acting As The Agent For The Antelope Valley School Districts For This Response.

THE QUANTITIES GIVEN ARE AN ESTIMATE OF THE APPROXIMATE USAGE AND WILL BE ACCEPTED ON A LINE BASIS. THE USAGE WILL VARY DEPENDING ON PRICING AND VOLUME AT THE TIME THE RESPONSE IS SUBMITTED. INCLUSION ON THE RESPONSE FORM DOES NOT NECESSARILY CONSTITUTE AN OFFER TO BUY. THE DECISIONS OF THE FOOD SERVICES DEPARTMENT WILL BE PRESENTED TO THE BOARD OF THE WESTSIDE UNION SCHOOL DISTRICT AT THEIR MEETING SCHEDULED FOR TUESDAY, MAY 16, 2023 AT 6:00 P.M.

30. Insurance Requirements: The supplier shall maintain insurance adequate to protect him from claims under Workers' Compensations Acts, and from claims for damages for personal injury, including death, and damage to property, General Liability and Automobile which may arise from operations under the contract. The supplier shall submit an original signed certificate to the Westside School District and may be required to file with the Districts certificates for such insurance. Failure to furnish such evidence, if required, may be considered default of the supplier. A sample certificate is attached.

Best Value Point System

RFP #01/23-24

Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by a RFP review committee of the Westside Union School District. Each proposal will be scored on a scale of 1 to 100 points. In accordance with the District's Procurement Policy, RFP #1/23-24 shall use a market basket analysis to determine pricing responsiveness. The product list represents 75% of the value of the solicitation and is based on the value of the services and products provided by the current vendor. Through analysis, the top three responsive vendors (lowest aggregate cost) will then be provided the remaining 25% of the remaining products representing the total value of the agreement to determine the most responsive bidder.

1. Cost:

Lowest cost may be based on individual line items or may be determined by total cost of all line items response multiplied by total anticipated usage for each item.

Lowest Cost- 40 points

2nd Lowest Cost- 30 points

3rd Lowest Cost- 20 points

2. Availability & Quality:

Scoring is based upon response of the line items listed in the RFP and pricing formulation on additional purchased items.

Rated Best, at least 85% of listed items - 25 points

Rated 2nd Best; at least 75% of listed items – 15 points

Rated 3rd Best: at least 70% of listed items – 5 points

3. Customer Service

Scoring of one to twenty points is based upon ability to promptly respond to request for information, to resolve complaints and issues, and to provide timely and accurate delivery. Respondent's customer service staff should be easily accessible for inquiries or issues. Respondent should provide services including data collection, customized reports, trend analysis, real-time reporting, and complete traceability of product. Respondent should demonstrate substantial and recent experience in providing the products to California public schools. Respondent should provide an efficient supply-chain management system to ensure timely and accurate delivery and flexibility to address changes in needs of the Districts.

4. Reasonable Minimums & Lead Times:

Scoring, one to fifteen points is based on objective assessment of ordering minimums, terms and lead times.

WESTSIDE RESPONSE FORM – FRESH BAKERY GOODS

Show Firm Name & Address in this space:

RESPONSE #1/23-24 _____

<u>Item No.</u>	<u>Estimated Purchased Units</u>	<u>Item and Description</u>	<u># Per Unit</u>	<u>Product Code</u>	<u>Price</u>
1	25,000	100%Whole Wheat Sandwich			
2	10,000	6" Whl Grain Hot Dog			
3	10,000	6" Whole Grain Hoagie Roll			
4	100	4" Whl Grain Hamburger 1.75 gr/brd			
5	75,000	4" Whl Grain Hamburger 2 gr/brd			
6	100	4" Whl Wheat Hamburger			
7	18,000	Whole Wheat Dinner Roll			
8	2,000	100% Wheat English Muffins			
9	100	Bread Sticks, Whole Grain 1.5 gr/brd			
10	10,000	Bread Sticks, Whole Grain 2 gr/brd			
11	200	Whole Grain Bagels 2 gr/brd			
12	100	Whole Grain Tortillas 6"			
13	100	Whole Grain Tortillas 10"			
14	15,000	Whole Grain Ciabatta Roll			
15	500	Whole Grain Flatbread			
16	100	Gluten Free Sliced Bread			
17	100	Gluten Free Rolls			
18	100	Gluten Free Buns			

DURING THE TERM OF THIS CONTRACT, ADDITIONS, DELETIONS OR PRICE ADJUSTMENTS WILL BE ALLOWED ONLY UPON WRITTEN AUTHORIZATION OF THE CHILD NUTRITION OF THE WESTSIDE UNION SCHOOL DISTRICT. PRICE INCREASES REQUIRE WRITTEN VERIFICATION. ALL PRICE CHANGES MUST BE SUBMITTED 30 DAYS PRIOR TO IMPLEMENTATION IN WRITING TO THE CHILD NUTRITION OFFICE.

RENEWAL

The District reserves the unconditional right to renew this agreement for up to three (3) years in one (1) year increments. The District/Cooperative shall provide the Contractor with thirty (30) days notice of its intent to renew. Any renewal shall be on the same terms and conditions as the original agreement, except for any authorized price increases. Any price increase must be justified and proven by submission of documentation.

VENDOR to indicate in the space below if he/she would accept the option to renew.

For School Year 2024 – 2025 YES _____ NO _____ _____ % Price Increase

For School Year 2025 – 2026 YES _____ NO _____ _____ % Price Increase

Vendor: _____

RESPONSE #1/23-24

DUE DATE

TUESDAY, MAY 9, 2023 at 1:00
P.M.

RESPONSE SIGNATURE PAGE - REQUIRED

VENDOR: _____

THE UNDERSIGNED HEREBY PROPOSES AND AGREES TO FURNISH AND DELIVER THE GOODS OR SERVICES IN ACCORDANCE WITH THE TERMS, CONDITIONS, SPECIFICATIONS AND PRICES HEREIN QUOTED.

TERMS: _____% _____DAYS

FIRM NAME _____ PHONE _____

ADDRESS	CITY	STATE	ZIP CODE
---------	------	-------	----------

BY: _____

SIGNATURE IN INK **TYPEWRITTEN NAME**

TITLE/POSITION _____

BID NOT ACCEPTABLE UNLESS SIGNED BY FIRM MEMBER OR AUTHORIZED OFFICER.

DO NOT USE PENCIL ERASURES OR STRIKE OVERS WILL NOT BE ACCEPTED.

SIGNED SPECIFICATION AND NUTRITIONAL INFORMATION SHEETS WITH CURRENT DATE MUST ACCOMPANY THE RESPONSE

RESPONSE #1/23-24

ADDITIONAL TERMS AND CONDITIONS

REQUIRED SIGNATURE PAGE

1. Responders shall indicate the guaranteed lead-time, with a maximum of one (1) week, for delivery of product, defined as time from receipt of order until goods are available for dispatch from the point of origin. If no lead-time required, please indicate.

Responders are requested to state realistic lead times since Westside Union School District will monitor and measure performance in comparison with guaranteed minimum lead-time indicated in this response.

Required Information: Signature

Date

2. Responders shall indicate all order placement requirements including:

- Minimum weight and/or case quantity requirements for individual items and total order
- Quantity restrictions, such as, full pallet, half pallet, even layers
- If no requirements, please indicate.

Required Information: Signature

Date

WESTSIDE UNION SCHOOL DISTRICT
NON-COLLUSION AFFIDAVIT

To be executed by responder and submitted with response

I, _____ (Name of authorized signer), declare that I am the
_____ (Title of authorized signer) the party making the foregoing
response, that the response is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the response is genuine and not collusive or sham; that
the responder has not directly or indirectly induced or solicited any other responder to put in a false or sham bid,
and has not directly or indirectly colluded, conspired, connived, or agreed with any response or anyone else to
put on a sham response, or that anyone shall refrain from responding; that the responder has not in any manner,
directly or indirectly, sought by agreement, communication, or conference with anyone to fix the response price
of the responder or any other responder, or to fix any overhead, profit, or cost element of the response price, or of
that of any other responder, 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 response are true, and further, that the
responder has not, directly or indirectly, submitted his or her response 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, response depository, or to any member or agent
thereof to effectuate a collusive or sham response.

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

WESTSIDE UNION SCHOOL DISTRICT

**CONTRACTOR'S CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE and TOBACCO-FREE CAMPUS POLICY**

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, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed at all entrances to school property at all times.

DATE: _____

CONTRACTOR: _____

BY: _____

Authorized Signature

WESTSIDE UNION SCHOOL DISTRICT

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful responders pursuant to the requirements mandated by Government Code Sections 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:

- Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;
 - the availability of drug counseling, rehabilitation and employee-assistance programs; and
 - the penalties that may be imposed upon employees for drug abuse violations;
- 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 contract 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 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 Sections et. seq.

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

DATE: _____

CONTRACTOR: _____

BY: _____
Authorized Signature

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.

The above requirements apply to all contractors and subcontractors providing services to the Westside Union School District.

TO BE EXECUTED BY RESPONDER AND SUBMITTED WITH RESPONSE 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 Bulleting 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 vendor 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 vendor 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, debars, or proposes debarment, the vendor'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 vendors or potential vendors 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 vendor 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.

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

Management Bulletin 98-113 Attachment 3: an explanation of submittal requirements of the Suspension and Debarment Certification Statement and the Certification Regarding Lobbying.

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 vendor 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 vendor or existing contractor before any transactions can occur between the sponsor and the vendor 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 vendor 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 vendors and/or existing contractors before any transactions can occur between the SFA and the vendor 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.
- Vendors 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 vendors 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, CNFDD, 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, CNFDD.

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, please contact your SNPU county analyst by reaching Manuel Martinez, Office Technician, SNPU, by phone at 916-323-7186 or 800-952-5609, or by e-mail at mmartine@cde.ca.gov.

Questions:

School Nutrition Programs Unit | 800-952-5609
California Department of Education
1430 N. Street, Sacramento, CA 95814
Last Reviewed: Tuesday, June 15, 2010

**SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE**

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (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

Authorized Signature

Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

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)

1. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime _____ Subawardee Tier _____, if known Congressional District, if known:	<input type="checkbox"/> If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
<input type="checkbox"/> Federal Department/Agency:	<input type="checkbox"/> Federal Program Name/Description: CFDA Number, if applicable:	
<input type="checkbox"/> Federal Action Number, if known:	<input type="checkbox"/> Award Amount, if known: \$ _____	
<input type="checkbox"/> a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
<input type="checkbox"/> Amount of Payment (check all that apply): \$ _____ actual planned	<input type="checkbox"/> Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred Other; specify: _____	
<input type="checkbox"/> Form of Payment (check all that apply): Cash In-kind; specify: Nature _____ Value _____		
<input type="checkbox"/> 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 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 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 ☐ any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and ☐ potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The *undersigned shall require* that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

Name of Food Service Management or Food Service Consulting Company:		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

G:SNP:LOBBYING CERT

INFORMATION FOR RESPONDER

This is a cooperative Response for Bakery Goods for the following School Districts in the Antelope Valley for the school year July 1, 2023 to June 30, 2024.

	Deliveries per week	Number of sites
<p>Acton-Aqua Dulce Unified School District Syed Zaidi, Coordinator of Food Services 32248 Crown Valley Road Acton, CA 93510 (661) 269-5999 x108 szaidi@aadusd.k12.ca.us</p>	2	4
<p>Antelope Valley Union High School District Joseph Cook, Director of Food Service 176 Holston Dr. Lancaster, CA 93535 (661) 948-7655 ext. 2341</p>	2-3	8
<p>Eastside Union School District Michelle Quirce, Director of Food Service 44938 30th Street East Lancaster, CA 93535 (661) 952-1216</p>	3-4	5
<p>Keppel Union School District Lilian Arreguin, Director of Food Service 35118 North 82nd Street East Littlerock, CA 93543 (661) 944-4313</p>	1-2	5
<p>Lancaster School District Deby Candelaria, Director of Food Service 44711 N. Cedar Avenue Lancaster, CA 93534 (661) 948-4661 ext 140</p>	1-2	19
<p>Palmdale School District Alecia Woods, Director of Child Nutrition 39139 10th Street East Palmdale, CA 93550 (661) 789-6564</p>	3-4	25
<p>Westside Union School District Nancy Hemstreet, Director of Child Nutrition 41914 50th Street West Quartz Hill, CA 93536 (661) 943-1057</p>	2-3	2
<p>Wilsona School District Audrey Cabrera, Director Child Nutrition 18050 E. Avenue O Palmdale, CA 93591 (661) 264-1111 ext. 7206</p>	2	2