

**Porterville Unified School District  
Student Nutrition Services  
900 W Pioneer Ave.  
Porterville, CA 93257**



**BID DOCUMENTS FOR:**

Frozen Foods SN-25-01

Cold Foods SN-25-02

Fresh Produce SN-25-03

Dairy SN-25-04

Dry Good SN-25-05

Supplies SN-25-06

Janitorial SN-25-07

Olga Sanchez  
Director, Student Nutrition Services  
[Osanchez5575@portervilleschools.org](mailto:Osanchez5575@portervilleschools.org)  
559-782-7062

## NOTICE TO BIDDERS

Notice is hereby given that the Board of Education for the Porterville Unified School District will receive sealed bids at [www.vendorregistry.com](http://www.vendorregistry.com) **up to 2:00 P.M., on Tuesday, June 18, 2024**, for the following bids: **Frozen Foods SN-25-01, Cold Foods SN-25-02, Fresh Produce SN-25-03, Dairy SN-25-04, Dry Goods SN-25-05, Supplies SN-25-06, Janitorial Supplies SN-25-07**, for the 2024-2025 School Year.

Bid forms and Specifications can be viewed and downloaded by visiting the Online Bid Platform at [www.vendorregistry.com](http://www.vendorregistry.com)

Sealed bids will be received, **up to 2:00 P.M., on Tuesday, June 18, 2024 via the online platform listed above** and will be reviewed by Student Nutrition Services Director for recommendation of award.

The Board or approved designee reserves the right to reject any or all bids, to be the sole judge of suitability of proposals and to waive any informality in bids received.

Advertise: 1st Publication Date  
2nd Publication Date

May 17, 2024  
May 25, 2024

## GENERAL CONDITIONS

### 1. PREPARATION OF BIDS

- A. All information requested of the bidder shall be entered in the appropriate space(s) on the form. Failure to do so may disqualify your bid. Do NOT alter form by adding additional rows and or columns.
- B. All information shall be typewritten, mistakes should be corrected and inserted before submission of your bid.
- C. Corrections and/or modifications received after the closing time specified will not be accepted.
- D. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.
- E. Bids must be submitted by the closing date prior to the time specified to be considered. No mail, fax or email bids will be accepted.
- F. Any bids received after the closing date will be returned unopened to the bidder.
- G. Bids shall only be submitted via sealed submission at [www.vendorregistry.com](http://www.vendorregistry.com) .
- H. Prices bid shall remain open and valid subject to acceptance for sixty (60) days after bid closing date.
- I. Bidders shall quote separate prices on each individual item in School District's unit of measure (i.e., ea, dz, pkg, not your standard carton price).
- J. Prices bid are considered accurate and cannot be withdrawn after the bid is opened.
- K. Upon submission of bid documents, all such documents shall become the property of the Porterville Unified School District.
- L. Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor, to the receipt of the goods or services by the School District. Time of delivery may be a consideration in the award.
- M. Prices will be considered as net if no cash discount is shown.

N. Provide any other information not specifically requested which may be considered by the Purchasing Director. (Purchasing Director is not obligated to consider any information not specifically requested in this bid request.)

2. BRAND NAMES/QUALITY

- A. Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- B. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number (or level of quality if item cannot be identified by brand and number).
- C. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
- D. The Nutrition Director shall in all instances be the final Judge in determining whether the items bid are acceptable to the School District, and whether the items bid are equal in quality and utility to the specified articles.

3. SAMPLES

- A. Samples of articles, when required, shall be furnished free of cost of any sort to the Porterville Unified School District and **shipped to 900 W Pioneer Ave, Porterville CA 93257.**
- B. Samples of articles selected may be retained for future comparison.
- C. Samples which are not destroyed or consumed by testing, or which are not retained for future comparison will be returned upon request at bidder's expense.

4. TAXES

Porterville Unified School District is exempt from payment of Federal Excise Tax. No federal tax should be included in the price. Exemption Certificates will be furnished when applicable.

5. CASH DISCOUNTS

In connection with any cash discount specified in this bid, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the School District warrant.

6. LITERATURE

Bidders shall submit literature which fully describes items on which they are bidding, no later than the closing date of this bid. Any and all literature submitted must be stamped with bidder's name and address.

7. GUARANTEE AGAINST DEFECTS

All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

8. PRICE F.O.B.

Quotations are to be F.O.B. Destination as stated in bid.

9. AWARDS

The contract will be awarded to the lowest responsive and responsible bidder based on item quality and/or description given the item meets the requested criteria and specifications.

10. DEFAULT BY SUCCESSFUL BIDDER

A. Rights and remedies for default by Porterville Unified School District: In case of default by successful bidder, the School District may procure the article(s) or service(s) from another source and may recover the loss occasioned thereby from any unpaid balance due the successful bidder by proceeding against the successful bidder's performance bond, if any, or by suit against the successful bidder. The prices paid by the School District shall be considered the prevailing market price(s) at the time such purchase(s) is made.

B. Inspection on deliveries which do not meet specifications, will be returned at the expense of successful bidder.

11. INCLUSION IN THE CONTRACT

The right is reserved by the Nutrition Director at his or her discretion, to include any other governmental entity in the Contract at the accepted prices.

12. RESPONSIBILITY FOR GOVERNMENTAL ENTITIES OTHER THAN THE PORTERVILLE UNIFIED SCHOOL DISTRICT

Participation by other government entities will not impose any responsibility for payment of claims on the School District or the Nutrition Director. Each such governmental entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the governmental entity.

13. CONTRACT EXCLUSIVE

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

14. PURCHASE ORDERS

Purchase Orders will be issued throughout the contract year to the vendor for the requirements as needed for the department or school site.

15. INVOICING

All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order. Reference shall be made to the purchase order number. Invoice shall be paid once a month on all deliveries made during the month.

16. RIGHT TO AUDIT

The Porterville Unified School District reserves the right to verify, by examination of Contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

17. CONTRACTOR ASSISTANCE

Contractor shall furnish, at no cost to the District, a representative to assist School Sites and District Departments in determining their requirements. The foregoing obligations will continue beyond the term of the contract as to any act or omission that occurred during the term of the contract or any extension to the contract.

18. DELIVERIES

Deliveries are to be made by common transportation carrier, by the successful bidder's own equipment, or by other means so as to effect prompt delivery. Due care shall be exercised in packing, handling and shipping to assure arrival of the material at its final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the successful bidder. Frequency of delivery will be determined by the needs of the School District and will be interspersed throughout the contract year; but will be a **minimum** of one (1) day per week during the regular school year. Deliveries will be accepted Monday thru Friday, between the hours of 6:00 A.M. and 1:00 P.M.

Deliveries will be made to School District's Student Nutrition Center at the following location: **Central Warehouse, 900 W Pioneer Ave, Porterville, CA 93257**

19. QUANTITY & QUALITY OF MATERIALS OR SERVICES

The successful bidder shall furnish and deliver the quantities designated by the Nutrition Director. Packing slips which clearly identify the merchandise and the School District purchase order number or agreement must accompany every delivery. All materials, supplies or services furnished under an agreement or purchase order resulting from this bid shall be in accordance with the School District specifications. Materials or supplies, which in the opinion of the Nutrition Director are not in accordance and conformity with such specifications, shall be rejected and promptly removed from the School District premises at the successful bidder's expense.

20. PRICES

During the period of deliveries under an agreement or purchase orders resulting from this bid, should there be a decrease in prices on the balance of the deliveries, such decreases shall be made available to the School District for as long as the lower prices are in effect, but **at no time** shall the prices charged the School District **exceed** the prices herein quoted.

21. PRODUCT SUBSTITUTION AND SHORTAGE

This contract does **NOT** allow for product substitution without written authorization from the Director of Nutritional Services or a designee. The successful vendor shall promptly notify the Director of Student Nutrition Services or a designee a minimum of 24 hours in advance if an item cannot be delivered within the specified delivery time. An equal or better substitute product must be made available to the District immediately for approval and subsequent distribution to school sites, at no additional charge to the District for product, freight, or redelivery to District sites. All substitutions in quality and quantity must receive prior approval from the Director of Student Nutrition Services or designee in order to qualify for payment. If substitution is unavoidable due to market conditions, Vendor must provide equivalent item for District approval at no additional cost to the District for the product or freight.

22. USAGE

Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

23. QUANTITIES

The estimated usage for each item is based on the experience of a one-year period. It is not expressly implied nor guaranteed, that the quantities shown will be used in the next contract period, and as such, the right is reserved to order decreased or increased amounts from those listed, as may be required. However, it is to be understood that these figures are quite realistic and will be considered in making an award. Actual usage whether

lessor or greater than estimated shall not affect the prices as bid and accepted by the School District.

24. **TERMINATION OF CONTRACTS/PURCHASE ORDERS**

The Porterville Unified School District reserves the right to terminate all purchase orders or contracts for cause and for convenience. Such contracts may be terminated by the District for convenience upon thirty (30) days' written notice to the contractor or vendor, and for cause upon ten (10) days' written notice to the contractor or vendor. In such event, the District shall pay said contractor or vendor for all work or services satisfactorily performed, or for equipment or materials satisfactorily provided, up to the date that the District notifies contractor or vendor of its intent to terminate the contract.

Due cause for termination of contract shall be, but not limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service. Purchase orders or contracts which extend into a subsequent fiscal year will automatically terminate if the Porterville Unified School District does not appropriate funds for the goods and/or services under the purchase order to contract.

25. **EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall comply with all equal opportunity statutes, rules, and regulations promulgated by the federal, state and local governments, including but not limited to prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin.

26. **CLEAN AIR ACT**

For contracts in excess of \$150,000, the District agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

27. **SPECIAL CONDITIONS attached hereto if contrary to GENERAL CONDITIONS supersede these GENERAL CONDITIONS.**



PRICES shall be **firm** for all items bid for the entire contract period ending June 30, 2025 unless otherwise stated by the bidder hereon:

MINIMUM ORDER quantities and charges for less than minimum order quantity shall be assumed as "NONE", unless otherwise stated by the bidder hereon:

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STATE PURCHASE ORDER mailing address and telephone number for ordering purposes:

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STATE REMITTANCE mailing address and telephone number for billing purposes:

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NOTE: SAMPLES SHALL BE SHIPPED TO PORTERVILLE UNIFIED SCHOOL DISTRICT, STUDENT NUTRITION SERVICES, 900 W Pioneer Ave, Porterville, CA 93257

## **SPECIAL INSTRUCTIONS**

**1. TERM - Agreement shall be awarded for a period of one (1) year (2024-2025). The district reserves the right to extend the contract for an additional two years, subject to approval by both parties. The rates shall be subject to adjustment upward or downward once each year commencing with the beginning of the second year of the contract period. Rate increases shall not exceed COLA or CPI rates (whichever is less) as determined by the State of California for the fiscal year. The successful bidder(s) must notify the district in writing of price changes forty-five (45) days prior to the contract renewal date. The district reserves the right to reject said price changes and cancel remaining balance of contract, if in the best interest of the district. If cancelled, service will be rebid.**

**Year one 2024 - 2025  
Year two 2025 - 2026  
Year three 2026 – 2027**

**FILLABLE SPREADSHEET IS ON  
SEPARATE LINK ON WEBSITE:**

**[WWW.VENDORREGISTRY.COM](http://WWW.VENDORREGISTRY.COM)**

**BUY AMERICAN PROVISION  
SCHOOL FOOD SERVICES  
BUY AMERICAN PROCEDURE**

The Student Nutrition's Department is responsible for the procurement of goods and services including food products to provide healthy and nutritious meals to over 13,000 students.

Nutritional Services Staff including the Director, Managers, and Buyer are required to adhere to The Buy American Provision: Section 1.04(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998.

Each formal and informal solicitation for food products is required to include the following Buy American Provision language. In addition, Nutritional Services staff will adhere to the guidelines listed below during the duration of the established vendor contract.

**THE BUY AMERICAN PROVISION**

As a sponsor of the School Nutrition Programs, the District is mandated to purchase to the maximum extent practicable, domestic commodities or products pursuant to the "Buy American" Act.

The Buy American Provision: Section 1.04(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires that schools and institutions participating in the School Nutrition Programs in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for the use in meals served under the programs.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requires school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States as provided in 7 CFR Part 210.21(d).

"Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United State

It is the District's intent to strictly adhere to this policy.

Any Bidder intending to provide products produced or grown in a foreign country must include such information on their bid submission. Failure to include such information the bid submission may result in product rejection at the vendor's expense.

Porterville Unified School District encourages products specification submitted for bid to be only 100% domestically grown and processed products.

Porterville Unified School District will monitor contractor performance as required in 2 CFR Part 200.318(b), formerly in 7 CFR Part 3016.36(b)(2), to ensure that contractor(s) perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. This will be accomplished by requiring that suppliers certify the food product was processed in the U.S. and certify that percentage of U.S. content, by weight or volume in the food component of all processed food products supplied to the District.

The District requires contractor(s) to provide country of origin on all products and invoices submitted for payment.

Contractor(s) are required to list the country of origin for products in all bid documentation submitted along with receipts and invoices. The District will retain and document these receipts and invoices pursuant to adopted District policies.

The District may impose penalties, including contract termination, if contractor(s) are not able to comply with the Buy American provision.

Exceptions to the Buy American Provision should be used as a last resort; however, an alternative or exception may be approved upon request.

To be considered for the alternative or exception, the request must be submitted in writing to the Nutritional Services Director a minimum of 10 days in advance of delivery.

The request must include the:

- a.) Alternative substitute(s) that are domestic and meet the required specifications:
  1. Price of the domestic food alternative substitute; and
  2. Availability of the domestic alternative substitute in relation to the quantity ordered.
  
- b.) Reason for exception: limited/lack of availability or price (include price):
  1. Price of the domestic food product; and
  2. Price of the non-domestic product that meets the required specification of the domestic product (non-domestic option must be at least 25 percent less than the domestic alternative to be considered)

The contractor(s) are required to examine product packaging as the Nutrition Labeling and Education Act of 1990 mandates that the country of origin for both domestic and imported food products be identified on the product labels to ensure compliance with the Buy American Provision.

The District requires that suppliers certify the percentage of U.S. content in products supplied to us on the Bid Pricing Sheet. The District will document its use of non-domestic alternative food.

If you are unable or unwilling to make such certification, we will not purchase from you.

Porterville Unified School District Student  
Nutrition Services Department  
900 W Pioneer Avenue  
Porterville, CA 93257

**Bids for 2024-2025 School Year, Cafeteria Products**

**CLOSING DATE: JUNE 18, 2024 - 2:00 P.M.**

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID**

State of California     )  
  )  
County of Tulare        )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is of \_\_\_\_\_ the party making the foregoing, bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix overhead, profit, or cost element of the bid price, or of that of any other bidder, to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further that the bidder has not, directly or indirectly, submitted his or her bid price or any break-down thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Dated this \_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

Nutritional Requirements
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All food products must conform to current California law. These provisions are found in California Senate Bill 80 (2007 – Committee on Budget and Fiscal Review) and Senate Bill 132 (2007 – Committee on Education). This law is summarized as follows:

Food products must not contain 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.

Food items that have been deep fried, par fried, or flash fried in oil or fat as part of the manufacturing process must have been processed using a permitted oil. Oils permitted by this provision include, but are not limited to, canola, safflower, sunflower, corn, olive, soybean, peanut, or a blend of these oils, typically liquid at room temperature. Oils and fats prohibited by this paragraph include, but are not limited to, palm, coconut, palm kernel, lard, typically solid at room temperature.

I certify that all products contained on this bid meet the above nutritional requirements.

Names of Food Service or Vendor/Contractor		
Printed Name and Title	Signature	Date

California Department of Education (<http://www.cde.ca.gov/ls/nu/sn/mb98113att3.asp>)

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## 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.

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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, CNFFD, for approval. The food service management or consulting company must annually sign and submit to the SFA both the Suspension and Debarment Certification and

the Certification Regarding Lobbying. If receiving more than \$100,000 in federal reimbursement, the SFA is required to sign and submit the Certification Regarding Lobbying to the CDE, 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 regarding this MB, please contact Rae Vant, School Nutrition Programs Specialist, by phone at 916-445-2307 or 800-952-5609 or by e-mail at [rvant@cde.ca.gov](mailto:rvant@cde.ca.gov).

**Questions: School Nutrition Programs Unit | 800-952-5609**  
Last Reviewed: Tuesday, May 14, 2014



## 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 ON REVERSE)**

- (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

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

G:SNP:DEBARMENT

## INSTRUCTIONS FOR CERTIFICATION

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

Source: <http://www.cde.ca.gov/ls/nu/sn/mb98113.asp>

## 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 pursuant to the Byrd Anti-Lobbying Amendment.

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

Source: <http://www.cde.ca.gov/ls/nu/sn/mb98113.asp>

California Department of Education School Nutrition Programs Unit  
 Child Nutrition and Food Distribution Division April 1998  
 Approved by OMB  
 0348-0046

## DISCLOSURE OF LOBBYING ACTIVITIES

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

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

• **Form of Payment (check all that apply):**  
Cash  
**In-kind; specify:**  
Nature \_\_\_\_\_  
Value \_\_\_\_\_

Deferred  
Other; specify: \_\_\_\_\_

• **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 sub awardee 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 sub awardee, e.g., the first sub awardee of the prime is the 1<sup>st</sup> 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 "Sub awardee," 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

Document Source on CDE: <http://www.cde.ca.gov/ls/nu/sn/mb98113.asp>

**Porterville Unified School District**  
**PURCHASE ORDER CONTRACT SAMPLE**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between Porterville Unified School District, (“District”) and \_\_\_\_\_ (“Vendor”) with respect to the following recitals:

1. District is a public-school district organized and existing under the laws of the State of California.
2. Vendor has received notice of an award pursuant to Bid for the delivery of certain Goods.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Description of Goods. Vendor agrees to deliver to school District's receiving station indicated on Purchase Order No. \_\_\_\_\_ the following goods:

**Bids for 2024-2025 school year**

2. Time of Commencement and Completion. The Goods shall be delivered in full to the District within Sixty (**60**) Calendar days “Completion Date.” Time is of the essence in this Contract.
3. Contracts. District agrees to pay Vendor the sum of ( ), following timely receipt of the Goods and submission of an invoice to District.
4. Liquidated Damages. Vendor agrees to deliver the Service to District pursuant to the terms of this Contract by the Completion Date unless Vendor receives a written extension of time for delivery from District. Vendor’s failure to deliver the Goods on time shall subject Vendor to liquidated damages. The actual occurrences of damages and the actual amount of damages which District will suffer if the Goods are not delivered by the Completion Date is dependent upon many circumstances and conditions and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages occasioned by delay. Damages which District would suffer in the event of delay include loss of use of the Goods, disruption of school activities, cost of administration and the loss suffered by the public by reason of delay. Accordingly, the parties agree that the amount herein set forth as liquidated damages shall be presumed to be the amount of damages actually sustained by Vendor’s failure to deliver the Goods by the Completion Date.

The amount of liquidated damages to be paid by Vendor to District for failure to deliver the Goods on or before the Completion date will be Two Hundred Dollars and 00/100 (\$200.00) for each calendar day by which delivery is delayed beyond the Completion Date, such amount being the actual cash value agreed upon as the loss to the District resulting from the Vendor’s default.

If Vendor becomes liable for liquidated damages, District, in addition to all other remedies provided by law, shall have the right to deduct the amount owed as liquidated damages from the contract sum due Vendor. In all events, Vendor and its sureties, if any, shall remain liable to the District until all such liabilities are satisfied in full.

5. Conformance to Contract Documents. Vendor agrees that the Goods to be furnished pursuant to this Contract shall conform to all of the requirements set forth in the bid documents, specifications and any other writings which formed a part of the materials upon which the Vendor was awarded this Contract.
6. Product Substitution and Shortage. This contract does **NOT** allow for product substitution without written authorization from the Director of Nutritional Services or a designee. The successful vendor shall promptly notify the Director of Nutritional Services or a designee a minimum of 24 hours in advance if an item cannot be delivered within the specified delivery time. An equal or better substitute product must be made available to the District immediately for approval and subsequent distribution to school sites, at no additional charge to the District for product, freight, or redelivery to District sites. All substitutions in quality and quantity must receive prior approval from the Director of Nutritional Services or designee in order to qualify for payment. If substitution is unavoidable due to market conditions, Vendor must provide equivalent item for District approval at no additional cost to the District for the product or freight.
7. Indemnity. Vendor shall indemnify, hold harmless and defend District, and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from Vendor's work under this Contract or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of Goods supplied pursuant to this Contract.
8. Transportation Charges. Vendor agrees to deliver all Goods prepaid unless otherwise specified. All costs for delivery and packaging of Goods are the responsibility of Vendor unless otherwise stated.
9. Inspection. All Goods furnished must be in conformity with the specifications and Contract documents and will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Vendor any portion of the Goods which may be defective or which fails to comply with the specifications in Contract documents.
10. Assignment of Contract. Vendor agrees not to assign, transfer or convey any rights accruing under this Contract without the prior written consent of District.
11. Miscellaneous Provisions.
  - 11.1 Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Tulare County, California.



- 11.2 Notices. Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.
  - 11.3 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the District and Vendor and their respective successors and assigns.
  - 11.4 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or under unenforceable any other provision hereof.
  - 11.5 Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
  - 11.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Agreement. Vendor, by the execution of this Agreement, acknowledges that Vendor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
12. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.
13. Compliance with Law. While performing the services contemplated by this Agreement, Vendor agrees to comply with all applicable laws and regulations. Vendor understands and acknowledges that the purchase is being funded through a Federal Award and that, as a result, the Agreement is subject to applicable Federal law. Vendor agrees to comply with all such requirements, including but not limited to the requirements set forth in this Section.
- a. Equal Employment Opportunity. Vendor agrees to comply with and be bound by Title 14, CFR, Section 60-1.4(b), the terms of which are incorporated by reference as though set forth in full herein.
  - b. Clean Air Act and Federal Water Pollution Control Act. Vendor agrees to comply with and be bound by, and assist District in ensuring compliance with, all applicable standards, orders, and regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15), and Federal Water Pollution Control Act (42 U.S.C. §§ 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Any violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- c. Debarment and Suspension. Vendor represents and warrants that it is not listed on the government-wide exclusions in the System for Award Management (SAM), and Consultant agrees to comply with and be bound by, and assist District in ensuring compliance with, the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
  
- d. Byrd Anti-Lobbying Amendment. Vendor agrees to comply with and be bound by, and assist District in ensuring compliance with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Vendor shall file the declaration and certification required by 31 U.S.C. § 1352(b).
  
- e. Buy American Act. As required by 41 U.S.C. Chapter 83 (“Buy American Act”) Vendor shall comply with and be bound by and assist the District in ensuring that goods used in a manner that complies with the Buy American Act, unless an exception of the requirement is approved, and Vendor will provide any further verified information as may be requested by the District.

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

Porterville Unified School District

By \_\_\_\_\_

Director of Nutrition

\_\_\_\_\_  
Vendor

By \_\_\_\_\_

[Title]