



Bid Number 21/22-02
Food Service Dairy Products

DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241

Issue Date: April 30, 2021

Due Date: May 28, 2021

DOWNEY UNIFIED SCHOOL DISTRICT

NOTICE TO BIDDERS

DATE: April 30, 2021

SUBJECT: Bid Number 21/22-02

FOR: Food Service Dairy Products

Bid Due: Friday, May 28, 2021 - 11:00 AM

1. NOTICE IS HEREBY GIVEN that the Downey Unified School District, acting by and through its Governing Board, hereinafter referred to as the “Board” or “District”, will receive sealed bids for the award of a Contract for **Bid Number 21/22-01 Food Service Dairy Products**.
2. Please bid your lowest prices for the items or services on the attached bid sheets. Before bidding, please read the Instructions and Conditions and thoroughly acquaint yourself with the bid.
3. **Submit all bids in a sealed envelope showing the Bid Number, Title, Due Date, and Opening Time.** Sealed bids will be received until 11:00 a.m., May 28, 2021, at the District’s Purchasing Department (Room 169) located at: 11627 Brookshire Avenue, Downey, CA 90241. Anyone submitting their Bids in person must wear a face covering; if not compliant, District staff will not accept the Bid and the company will be deemed as non-responsive. Due to the current mandates regarding social distancing to prevent the spread of the Novel Coronavirus Disease, hereafter referred to as COVID-19, the Bids shall be opened, scanned and emailed to all interested bidders. Any Bids received after the time specified above or after any extensions due to material changes shall be returned unopened. Bidders who are interested should email their contact information to Florence Shih, Buyer, in the Purchasing Department, at fshih@dusd.net.
4. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents.
5. The District shall award the contract, if it awards it at all, to the lowest responsive and responsible bidder.
6. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the contract, any security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for sixty (60) days after the date of the bid opening.

Downey Unified School District

Food Service Dairy Products Bid

Instructions and Conditions – Bid Number 21/22-02

1. Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a bid.
2. Downey Unified School District (“District”) will evaluate information submitted by the apparent low bidder and, if incomplete or unsatisfactory to District, the apparent low bid may be rejected at the sole discretion of District.
3. The District is located in Los Angeles County, California and has a student enrollment for the 2020-21 school year of approximately 23,000 students. The District has 13 elementary schools, 4 middle schools and 3 high schools. The District serves approximately 3-4 million meals per year.
4. Bids are requested for the procurement of:

 BID NO. 21/22-02 Food Service Dairy Products (“Products”)
5. This bid will be awarded as a lot to one (1) bidder.
6. Contracts, when awarded will be awarded to a single bidder. If the winning bidder is unable to fulfill the contract requirements with District, the District may cancel the contract with the winning bidder and enter into a contract with the back-up bidder upon mutual agreement without submitting a new bid. Each contract will be awarded independently by the District and bidders will be required to meet the requirements of District’s contract. However, pricing provided in the bid will be honored by the winning bidder as submitted with this bid.
7. Delivery schedules will be determined by the District based on operational needs.
8. Bids are requested for furnishing the Products for the period beginning on or about August 1, 2021, through July 31, 2022, with an option to renew for up to two (2) additional years, in one (1) year increments, for a total contract period not to exceed three years.
9. Estimated quantities are listed on the downloadable bid and attached worksheets and represent the estimated usage during a twelve-month period. The District reserves the right to purchase more or less of the units specified. Required bid documents must be completed and submitted in order for bid to be accepted.
10. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.
 - a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, the Bid Number, and time of bid opening.
 - b. Bids must be hand delivered or mailed to the District’s Purchasing Department on or before the date and time shown in the Notice to Bidders.

- c. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
 - d. Bids must contain all documents as required herein.
11. Bids will be opened at or after the time indicated for receipt of bids.
 12. Bidders must submit bids on the documents titled Bid Form and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
 13. **Bid prices are to include shipping, F.O.B., inside delivery.**
 - a. Destination will be designated within the boundaries of the District. Actual delivery dates should be coordinated with the District. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. Upon award of bid, the awarded bidder(s) shall keep sufficient stock of products and service material to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders as needed. **Bid all items F.O.B., District or any of its locations within the District boundaries.**
 14. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form or other District-provided document. No oral, telephonic, or facsimile modification of any of the bid documents will be considered.
 15. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
 16. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form:
 - a. Buy American Certification.
 - b. Site Visit Certification, if a site visit was required.
 - c. Non-Collusion Declaration.
 - d. Iran Contracting Act Certification, if contract value is \$1,000,000 or more.
 17. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered.
 18. All Products must conform to the terms and conditions set forth in the Contract Documents. The District reserves the right to reject all bids that do not conform to the Contract Documents. Suitability and valuation of "equals" rest in the sole discretion of the District. It is understood and agreed to by the bidder that the District reserves the right to reject any such proposed substitution. If

the Product offered by the bidder is not acceptable, in the sole opinion of the District, then the bidder expressly understands and agrees that bidder shall furnish the Products specified by the District.

19. Samples of Products may be required for evaluation. Samples will be delivered to the District and returned to the bidder at the bidder's expense. Bidders are hereby notified to have samples ready for prompt evaluation, if requested, within five (5) calendar days of bid opening. Samples that cannot be provided in that time may not be considered for award.
20. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District.
21. All questions about the meaning or intent of the Contract Documents are to be directed via email to the buyer, Florence Shih at fshih@dusd.net. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by addenda and emailed, faxed, mailed, or delivered to all bidders recorded by the District as having received the Contract Documents. Questions received less than **SEVEN (7)** calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
22. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
23. Each bidder must acknowledge each addendum in its Bid Form by number or its bid shall be considered non-responsive. Each addendum shall be part of the Contract Documents. A complete listing of addenda may be secured from the District.
24. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of ninety (90) calendar days after the date and time set for the opening of bids.
25. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one (1) bid unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid.
26. The District's Governing Board shall award the contract, if it awards it at all, to the lowest responsive and responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the bidder to whom to award the contract by lot.
27. The bidder to whom the contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive. The District may award the contract to the next lowest responsive and responsible bidder or reject all bids.
 - a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.

- b. Insurance Certificates and Endorsements as required.
 - c. Criminal Background Investigation/Fingerprinting Certification.
28. Any bid protest by any bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
- a. Only a bidder who has actually submitted a bid, and who could be awarded the contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
29. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid.
30. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
31. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The successful bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.

32. Prior to the award of contract, District reserves the right to consider the responsibility of the bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of bidders, proposed subcontractors, suppliers, and other persons and organizations to supply the Products in accordance with the Contract Documents to District's satisfaction within the prescribed time.
33. Items will be purchased on an as needed basis on an Open Purchase Order at any time during the contract period. The District reserves the right to add related items to or delete items from the contract at any time during the period of the contract. (Any items that may need to be added to this bid shall exhibit same mark-up percentage as all other existing/awarded products on the bid). The vendor, upon request, will provide evidence and documentation of cost (at invoice price). The quantities listed for each item are District estimates only.
34. Per the attached bulletin from the State of California, as a school food authority, this bid requires that each responding bidder include completed certification statements regarding debarment and lobbying.
35. PRICE CHANGES.
 - a. The net prices shall be adjusted to reflect any changes in the level of minimum price for Class I, II, and III dairy components as announced by the State of California, Department of Food and Agriculture, Bureau of Milk Market Enforcement. Such changes shall be measured from Class I, II, and III price levels in effect at the time this bid is submitted. Initial pricing to be based on April 2021 prices.
 - b. For non-class 1, 2, and 3 items (e.g. juice products), the dairy may request a price change with a 30-day written notice and subject to the approval of the member districts. Prices for Wholesale Day of Delivery (WOO) items, (i.e. Butter, Cheese, Eggs, Dressing, Salads, Oils, and other non-milk products, etc.), will be adjusted weekly according to market changes on a pass-through basis. Pass through basis is defined as any net change in cost will be passed through, as it relates to individual units on a cent by cent basis.
 - c. In the event of a decline in price, the successful Distributor is to give the District(s) the immediate advantage of such a decrease and inform the District(s) of the decrease. All 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. The successful bidder will give the District the advantage of any decrease in prices which may occur during the effective period of this bid. All prices shall be guaranteed for the contract period. Minimum delivery must be stated on the bid.
36. Bidders must propose a per unit price for the products listed in this bid. Pricing is not to include sales tax. Bidders are required to include pricing for all items they offer on the worksheet pages of this bid.
37. DEPT. OF EDUCATION-CHILD NUTRITION DIVISION FORMS. Per the California Department of Education, Child Nutrition and Food Distribution Division, School Nutrition Programs Unit, the following attached forms: Suspension and Debarment Certification; Certificate Regarding Lobbying; Disclosure of Lobbying Activities; BGH Certification; Buy American Certification; and Iran Contracting Act Certification must be completed and submitted with bid. Bids received without these forms/certifications will not be considered.

38. Bovine Growth Hormone (BGH): Vendor is to certify in writing that Bovine Growth Hormone is or is not administered to herds that supply milk to dairy. An additional charge for BGH-Free milk will not be paid by the DISTRICT. If there is added cost to the Vendor that expense must be included in the base price submitted.
39. BUY AMERICAN PROVISIONS. 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 National School Lunch Act (NSLA) (42 United States Code Section 1760[n]), that requires all school food authorities (SFA) to purchase, to the maximum extent practical, domestic commodities or products. Section 12(n) of the NSLA defines a domestic commodity or product as an agricultural commodity (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed product (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains a meat/meat alternate and grain component) that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial means that over 51 percent of the final processed product consists of agricultural commodities that are 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 States.

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit 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 using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 3 day (s) in advance of delivery. The request must include the:

- (1) Alternative substitute(s) that are domestic and meet the required specifications:
 - (a) Price of the domestic food alternative substitute(s); and
 - (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
 - (2) Reason for exception: limited/lack of availability or price (include price):
 - (a) Price of the domestic food product; and
 - (b) Price of the non-domestic product that meets the required specification of the domestic product.
40. IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT. Pursuant to the Iran Contract Act of 2010 (Public Contract Code 2200-2208), Vendors/Bidders are ineligible to bid on or submit a bid for any contract with a public entity for goods or services of one million dollars (\$1,000,000.00) or more if the Vendor/Bidder engages in investment activities in Iran. For bids one million dollars (\$1,000,000.00) or more, bidders must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contracting Act of 2010 Compliance Affidavit attached and submit with their bid at the time of bid. Failure to do so may deem your bid non-responsive.
 41. CLEAN AIR ACT. Distribution must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

BIDDER BID PAGE

**Downey Unified School District
BID NO. 21/22-02 Food Service Dairy Products**

In compliance with the request for bids, the undersigned, acting for the firm named, hereby proposes and agrees, if this bid or part of this bid is accepted, to furnish the items at the prices bid opposite each item, within the period indicated, and in accordance with general conditions, and specifications set forth in these documents. This bid is subject to a cash discount of _____% / _____ days.

Bid Submitted by:

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

BIDDER NAME: _____

BY: _____

Print or type name

Title

SIGNATURE: _____ DATE: _____

ADDRESS: _____

Number/Street

City

State

Zip

Telephone _____

Area Code, Number, Extension

Email: _____

This document must be completed, signed and returned in sealed bid package

Vendor _____

Signature _____

Downey Unified School District
21/22-02 Food Service Dairy Products Bid
“EXHIBIT A”

Ordering Information:

- Indicate if you have minimum order quantities.
- Indicate order quantities required to receive price breaks if any.

Description	Size	UOM	Estimated Usage	Brand Quoted	Quoted Cost including Delivery
Buttermilk	1/2 Gal	Each	800		
Cheese, Parmesan, shredded, bag	5#	Each	150		
Cream Cheese, single serve	1oz	Case of 100	1,000		
100% Juice, Apple, carton	4oz	Case of 35	1,000		
100% Juice, Mixed Berry, carton	4oz	Case of 35	800		
100% Juice, Orange, carton	4oz	Case of 35	1,500		
100% Juice, Vegetable, Shelf Stable	4oz	Case of 40	150		
Milk, 1% Lowfat, White, carton	8oz	Case of 35	20,000		
Milk, Fat-Free, Chocolate, carton	8oz	Case of 35	15,000		
Sour Cream, tub	5#	Each	250		

BUY AMERICAN CERTIFICATION

By the requirements of the Richard B. Russell National School Lunch Act's (NSLA) Buy American provision that school food authorities (SFAs) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable.

Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United States substantially (greater than 51%) using agricultural commodities that are produced in the United States.

There are two situations which may warrant a waiver to permit purchases of foreign food products include: 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

If Vendor offers a non-American product, Vendor must list the product below. Product is subject to review by District. If District declines a waiver, product will be awarded to lowest priced item meeting award criteria. District's decision on approval of foreign substitutions will be final.

Product Description	Country of Origin	Domestic Price	Non-American Price	Reason for Waiver

Attach additional sheets if necessary.

Name of Contractor: _____ Date: _____

Signature of Authorized Official: _____

Title: _____

IRAN CONTRACTING ACT

CERTIFICATION OF ELIGILITY TO BID FOR CONTRACTS OF \$1 MILLION OR MORE

(Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

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

OPTION #1 - CERTIFICATION

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

Vendor Name/Financial Institution (Printed)	Federal ID Number (or n/a)
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By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in
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OPTION #2 - EXEMPTION

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

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

Vendor Name/Financial Institution (Printed)	Federal ID Number (or n/a)
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By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: 21/22-02 Food Service Dairy Products between the Downey Unified School District (“District”) and _____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

Labor Code section 3700, in relevant part, provides:

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

- a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

Certification regarding debarment, suspension, ineligibility and voluntary exclusion--lower tier covered transactions

This certification is required by the U. S. Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 Code of Federal Regulations Parts 180 and 3485, for all lower tier transactions meeting the threshold and tier requirements stated at Section 3485.220.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 proposal 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 proposal that it will include the clause titled A 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 SAM Exclusions.
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.

I. Certification

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are 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.

Downey Unified School District

Bid #21/22-02 Food Service Dairy
Products

Name of School Food Authority

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

Certification regarding lobbying for federal grants in excess of \$100,000

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 Code of Federal Regulations (CFR) Part 82, "New Restrictions on Lobbying." This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- a. 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b. 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 Lobbying Activities"](#) (DOC), in accordance with its instructions;
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Downey Unified School District

Bid #21/22-02 Food Service Dairy Products

Name of School Food Authority

Printed Name

Title

Signature

Date

Downey Unified School District
Bid 21/22-02 Food Service Dairy Products
REFERENCE FORM

Bidder Name: _____

Reference Information:

Organization: _____
 Contact Name: _____
 Title: _____
 Phone number: _____
 Email: _____
 Date: _____

Please respond to these questions regarding your relationship to the Bidder listed above. If you are estimating the information provided, please state accordingly.

	QUESTION	RESPONSE
1.	What is the nature of your (or your organization's) relationship with the bidder?	
2.	If you are a K-12 school district, how many students are enrolled in your organization?	
3.	How many active kitchens does the vendor service for your organization?	
4.	How many years have you worked with the bidder listed? Please list dates if available.	
5.	Did the bidder supply food service items to your organization?	Y / N
6.	How would you rate your overall experience with the bidder on a scale of 1-5 (1=Extremely Poor to 5=Excellent)?	

Additional Comments: