

# GLENDALE UNIFIED SCHOOL DISTRICT



**RFP No. 22-22/23**

**REQUEST FOR PROPOSAL  
SANDWICH (DELIVERED AND READY TO SERVE)  
SAN GABRIEL VALLEY FOOD SERVICES  
COOPERATIVE PURCHASING GROUP**

**PROPOSALS MUST BE RECEIVED AT:  
PURCHASING DEPARTMENT  
223 N. JACKSON ST.  
GLENDALE, CA 91206**

**ATTENTION: BARBARA HOWARD, DIRECTOR OF PURCHASING**

**BY:  
JULY 19, 2022, AT 12:00 P.M. LOCAL TIME**

**Read all conditions and instructions carefully.  
RFP documents available for download at the purchasing webpage.**

**DATE ISSUED: July 2, 2022**

**PUBLISHED: Glendale News Press  
July 2, and July 9, 2022**

**SUBMISSION DATE: July 19, 2022**

*Respondents are invited to provide information on products and services for the above-mentioned project by providing a response to this RFP and submitting to the address indicated in this document by the date and time prescribed.*



**RFP No. 22-22/23**  
**REQUEST FOR PROPOSAL SANDWICH (DELIVERED AND READY TO SERVE)**

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## SECTION I: PROPOSAL INSTRUCTIONS AND CONDITIONS

On behalf of the thirty (30) member Districts (reference attached Exhibit “**D**”) of the San Gabriel Valley Food Services Cooperative Purchasing Group (“Co-Op”), the Glendale Unified School District (“District”) is calling for proposals to provide delivery of ready-to-serve sandwiches. Prospective Respondents will be selected to participate in a “taste” test which will become a part of the overall proposal evaluation process. Each individual member district will act as the sole judge on whether the contract requirements are met to the district’s satisfaction.

### CONTRACT TYPE / TERM:

The contract may be awarded as either a lump sum or in part to one (1) or more Respondents if it is in the Co-Op’s best interest. The period of performance will be based on the submitted proposal of the selected Respondent(s); however, if deemed necessary, the Co-Op may opt to increase the Respondent’s involvement in the awarded contract via an Amendment. Such Amendment, if any, to increase or decrease the dollar value and extend the period of performance shall be at the sole discretion of the Co-Op.

### RFP SCHEDULE

RFP Issue Date	<b>July 2, 2022</b>
Legal Advertisements	<b>July 2, and July 9, 2022</b>
Last Day for RFI’s	<b>July 14, 2022, at 2:00 p.m. local time</b>
Proposal Due Date and Time	<b>July 19, 2022, at 12:00 p.m. local time</b>
Taste Test (By Invitation Only)	<b>July 22, 2022, at 12:00 p.m. local time</b>
Board Approval Date	<b>August 9, 2022</b>

**CLOSING DATE is July 19 at 12:00 p.m. local time.** Proposals will be accepted up to 12:00p.m. local time. All RFP’s and contracts entered into hereunder shall be subject to the General and/or Special Conditions attached to this form. Envelopes containing proposals shall bear the superscription, “**Proposal for Sandwich (Delivered and Ready to Serve)**” and “**July 19 at 12:00 p.m., RFP #22-22/23**”. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the firm unopened.

This RFP shall not be construed to create an obligation on the part of the Co-Op to enter into a contract with any firm or individual. This request is an information solicitation of proposals only. The Co-Op reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal during the evaluation process without obligation to any firm responding to this announcement. Statements and other materials submitted will not be returned.

No Respondent may withdraw his or her proposal for a period of one hundred twenty (120) days after the date and time set for the proposal opening.

All proposals must be made upon this proposal form to be considered to be held valid. All blanks must be filled in, the proposal must be properly signed and there must be no alterations or erasures, and no alternatives unless called for. Each proposal must be submitted with a fully executed Non-Collusion Affidavit.

1. **FORMS:** Proposals will not be considered unless submitted upon the forms provided by the District. All Respondents shall be responsible for familiarizing themselves with the conditions and requirements of this RFP prior to submitting a proposal.
2. **DEFINITIONS:**
  - a. **Co-Op:** “Co-Op” as used herein means the San Gabriel Valley Food Services Cooperative Purchasing Group.
  - b. **State:** “State” as used herein means State of California.
  - c. **Respondent:** “Respondent” as used herein includes: An individual or company who submits a proposal, an individual or company to whom a Contract is awarded, and an individual or company who has entered into a Contract with the District.
  - d. **FALCA:** “FALCA” as used herein means Food Allergen Labeling and Consumer Protection Act.
  - e. **FDA:** “FDA” as used herein means the Food and Drug Administration.

- f. CDE:** “CDE” as used herein means the California Department of Education.
  - g. “District”:** “District” as used herein means the Glendale Unified School District.
  - h. Board of Education:** “Board of Education” as used herein means the Glendale Unified School District Board.
3. **NAME OF COMPANY:** Respondents shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Proposals must be submitted under the correct name of the company and signed by an authorized representative of the firm.
  4. **RESPONDENT’S RESPONSIBILITY:** Before submitting a proposal, Respondents shall carefully examine the scope of work, and the forms of other contract documents. They shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the scope of work. No allowance will be made because of lack of such examination or knowledge.
  5. **EXAMINATION OF DOCUMENTS: If a Respondent discovers any ambiguity, conflict,** discrepancy, omission or other error in the RFP, the Respondent shall, prior to the date scheduled for submission of proposals, notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes without divulging the source of the request. The District’s decision shall be final in any matter on the interpretation of documents.
  6. **ADDENDA OR MODIFICATION OF RFP RESPONSE:** The Co-Op may modify this RFP before the date scheduled for submission of proposals by issuance of an addendum to all parties who received the RFP for the purpose of submitting a proposal. Addenda shall be numbered consecutively as a suffix to the RFP reference number.  
  
Alternatively, the Respondent may modify their proposal after its submission by written notice to the Director of Purchasing for the Glendale Unified School District, of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner.
  7. **ACCEPTANCE OR REJECTION OF PROPOSALS:** The Board of Education reserves the right to reject any and all proposals, or any or all times of any proposals, or waive any irregularity on any proposal, or to make awards on the basis of the proposal or proposals it deems most economical to the District and most desirable for its operational program.
  8. **DISPOSITION OF PROPOSALS:** All materials submitted in response to the RFP will become the property of the District and will be returned only at the District’s option and the Respondent’s expense. The original copy shall be retained for official files and will become public record after the date and time for proposal submission, as specified. However, confidential financial information submitted in support of the requirement will be returned upon request.
  9. **RESTRICTIONS ON LOBBYING AND CONTACT:** From the period beginning with the date of the issuance of this BID and ending on the date of the award of the contract, no person, or entity submitting a response to this BID, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this BID, the evaluation or selection process and/or the award of the contract with any member of the Co-Op Districts, Board of Education, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.
  10. **ASSIGNMENT/FINANCING:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, including the right to receive payment, burdens, duties, or obligations without the prior written consent of the District and the surety on the Contract bonds (if applicable). The District’s standard assignment form shall be used for any assignment requested by the Contractor and granted by the District.

The District will not sign any documents in connection with assignments or financing other than the District’s standard form for “Assignment of Contract Money” or “Assignment of Rights and Delegation of Duties on

Contract” which is available from the District’s Purchasing Office located at: 223 North Jackson St., Glendale, CA 91206..

11. **CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS:** Respondent hereby agrees and acknowledges that monies utilized by the District to purchase the items and/ or services described in this RFP is public money appropriated by the State of California or acquired by the Co-Op Member Districts from similar public sources and is subject to variation. The Co-Op fully reserves the right to cancel this BID at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.
12. **FORCE MAJEURE CLAUSE:** The parties to the agreement shall be excused from performance during the time and to the extent that they are prevented from performing by act of God, fire, strike, loss, accident, or any other cause beyond the control of the parties provided that satisfactory evidence is presented and the failure to perform is not due to the fault or neglect of the Respondent.
13. **FEDERAL OR STATE REGULATIONS:** The Respondent’s proposal and any Contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such Contract.
14. **INDEPENDENT CONTRACTOR:** In performance of the services, duties and obligations assumed by the Contractor, it is mutually understood and agreed that the Contractor, including any and all of the Contractor’s officers, agents, and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the District.

Contractor agrees that any and all persons performing any services and/or work whatsoever contemplated by this Contract and/or related or incidental thereto, shall be an employee of the Contractor, and Contractor shall, by way of example but not by way of limitation, withhold federal and state income taxes as well as the required employee social security contribution of each said persons.

Contractor shall comply with all regulations regarding employees, and Contractor shall pay and/or contribute its required share as the employer of said persons. Contractor acknowledges the fact that it is an independent Contractor and is in no way to be construed as an employee of the District, nor are any of the persons employed by the Contractor to be so construed.

15. **CONTRACT PIGGYBACK PROVISION:** The District, on behalf of the Co-Op, hereby notifies all Respondents that there will be no piggybacking clause available under this contract, except for new Members joining the Co-Op. We reserve the right to only allow those districts that are part of the Co-Op to be allowed to enter into this agreement. Any new District that is added to the Co-Op may be a part of this agreement. The District will notify Respondent(s) of any new Districts that have been approved for Membership to the Co-Op, when that time arises. Only those new members will be able to piggyback on the RFP if it has been awarded.
16. **CO-OP’S RIGHT TO TERMINATE CONTRACT:** If the Respondent or any of its manufacturers, distributors and/or suppliers refuse or fail to timely provide and/or deliver the product for which the Respondent has been awarded a contract, with such diligence as will insure its complete delivery within the time specified or any mutually agreed upon extension thereof, or if the bidder should be adjudged bankrupt, or if the bidder should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which an extension of time is provided, or if the Respondent should otherwise be guilty of a substantial violation of any provision of the contract documents for this, then the Co-Op may without prejudice to any other right or remedy, serve written notice upon the Respondent of the Co-Op’s intention to terminate the contract. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) calendar days after the service of such notice such condition shall cease, or such violation shall cease and arrangements satisfactory to the Co-Op for the correction thereof be made, the contract shall upon the expiration of said ten (10) calendar days, cease and terminate. In such case, the Respondent shall not be entitled to receive any further payment until performance is completed.
17. **ORDER CONDITIONS:** The District reserves the right to adjust each order in accordance with program needs. Estimates are only a guideline and are not to be construed as a commitment by the District to be the exact amount to be purchased. There will be no minimum order requirements for any items listed on the Proposal Form (Exhibit C) or deliveries to school sites.

The Co-Op shall not be obligated to purchase or reimburse Contractor for inventory of products should purchases vary from the anticipated purchase patterns or the agreement expires or is terminated.

Contractor must provide the specified product or an acceptable substitute as determined by the Co-Op. If Contractor fails to deliver specified product in a timely manner, or if the service of meals fails to contain the required components of a reimbursable meal, then Contractor shall be required to reimburse the member district(s) for the full value of all of the identified meals as determined by the National School Lunch Program. Financial restitution shall be made within sixty (60) days of written request by the member district.

18. **PRODUCT SUBSTITUTION AND DISCONTINUED ITEMS:** The Co-Op will not allow substitutions or changes in quantity without prior approval from the Co-Op. If the desired product is not available, then Respondent shall provide the Co-Op with a minimum of twenty-four (24) hours advance notice of the product shortage. Respondent shall notify the Director of Nutrition Services for the Member District of shortage by telephone or by email (reference Exhibit D for Co-Op contact information). Changes or substitutions that are prior approved by the Co-Op shall qualify for payment.

Respondent shall notify the Co-Op of any product changes or reformulation. When changes occur, Respondent shall provide nutritional statements and ingredient listings of these product changes or reformulation. Failure to notify of any changes may be grounds for termination of this agreement.

Respondent shall provide the Co-Op with an alternative solution that is equal or better for the same unit cost as the original product. The Co-Op shall not be charged for product or re-delivery to school sites. Continued shortages or substitutions shall be grounds for termination of this agreement.

19. **PRODUCT RECALLS:** Respondent shall bear all costs incurred by the Co-Op resulting from product recall, including but not limited to any costs initially incurred for storage and transportation, pickup, transportation and storage of recalled product, and price differential for replacement product if necessary as determined by the Co-Op. Payment for all costs directly related to product recall shall be made within thirty (30) days of submission of invoice by a member district of the Co-Op.
20. **TESTING OF PRODUCT SAMPLES (Laboratory):** Samples shall be furnished upon request and free of charge to the Co-Op. The Co-Op may elect at its expense to send product samples to a testing laboratory of its choice to verify that the product satisfies nutritional requirements. In the event laboratory results determine that the product does not meet nutritional requirements, then the Respondent shall be responsible for reimbursing the laboratory fees to the Co-Op.
21. **SALES TAX:** Do not include California State Sales or Use Taxes in unit prices. This tax will be added and paid for by the Co-Op Members Districts, if applicable. Do not include or add Federal Excise Tax as the Co-Op Members Districts are exempt.
22. **DELIVERIES:** Deliveries shall be coordinated with each Member District or their representative(s) designated by the Member District in accordance with the contract. Upon award of the RFP, Respondent shall insure prompt delivery per the Member District's service schedule requirements. There shall be no minimum quantities required in order for the Member District to place orders.

Member districts of the Co-Op reserve the right to refuse delivery of product at no additional charge if delivered late or if the product arrives in such a condition not meeting their district's minimum quality standards. Member districts of the Co-Op reserve the right to make additions or deletions from the specified delivery locations for their districts to be served at any time during the period of the agreement and to revise delivery times or locations as required.

For emergency orders, Respondent shall be required to make deliveries to various school sites or other locations at a Member District as may be requested by the respective Member District. There will be no minimum order requirement for emergency deliveries.

Failure to comply with this section may deem Respondent as having provided unsatisfactory service.



23. **HOLD HARMLESS CLAUSE:** The Contractor shall hold harmless and indemnify the District and the Board of Education, its officers and employees from every claim or demand which may be made by reason of:
- a. Any injury to person or property sustained by the Respondent or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Contract, however caused, unless such injury is caused by the negligence or willful misconduct of the District.
  - b. Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default, or omission of the Respondent or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Contract.
  - c. Any liability that may arise from the furnishing or use of any copyrighted composition, or patented invention, under this Contract. It is the intent of the District to adhere to the provisions of the copyright laws; this hold harmless clause shall not apply to any claim by Respondent that District has infringed a patent or copyright of Respondent.
  - d. The Respondent, at its own expense and risk, shall defend any legal proceeding that may be brought against the Member District or their respective Board on any such claim or demand, and satisfy any judgment that may be rendered against the Member District or their respective Board therein. With respect to claims of patent or copyright infringement, the District agrees to give Respondent notice of any such claim and to fully cooperate with Respondent in the defense and all related settlement negotiations.

17. **SAFETY AND SECURITY:** Respondent shall comply with all Member Districts' security regulations. Respondent's representative(s) driving motor vehicles on school grounds must use extreme caution during times when school is in session - maximum speed is five (5) M.P.H. Should Respondent's representative(s) note any unusual activity or conditions such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., then representative(s) should report the activity to the Co-Op Member District's designated representative.

For the Glendale Unified School District, Respondent should report to the Nutrition Services Director at (818) 552 – 2677.

18. **INSURANCE:** The Respondent shall secure and maintain, and require its subcontractor(s) to secure and maintain, the minimum amounts of coverage's listed below to protect against claims that may arise from operations under the Contract, whether such operations are by the Respondent or anyone directly or indirectly employed by them. All coverages shall be from a source acceptable to the Member District.

All Respondents, and their approved subcontractors, shall have Commercial General Liability (CGL) and Commercial (Business) Automobile Liability (CA or BA). Workers' Compensation (WC) shall also be provided unless exempted as set forth below. Under some circumstances, the individual Member District may also require Errors and Omissions (E&O), Excess, or other coverages whenever exposure, as determined by the Member District, warrants.

It shall be the Respondent's responsibility, not the Co-Op's, to monitor its subcontractor(s) for compliance with the insurance requirements described in this Section. Failure of the Respondent to obtain or maintain the required coverages or furnish the required certificates, endorsements, or policies shall constitute a material breach of this Agreement and may result in termination of the Agreement. Further, failure of the Respondent to require its subcontractor(s) to obtain and maintain the same minimum limits and coverages and to provide the required certificates, endorsements and policies as described in this Section shall also constitute a material breach of, and may result in, termination of the Respondent's Agreement.

In lieu of termination, the Co-Op reserves the right to purchase the required coverage(s) on the Respondent's behalf; however, the cost of any insurance purchased shall be the responsibility of, and paid for by, the Respondent.

- a. Evidence of Insurance  
Satisfactory Evidence of Insurance shall be provided to the District. All Certificates and endorsements shall be signed by an authorized representative of the insurance carrier. The District reserves the right to require the original Certificate(s)/endorsement(s) and/or to require copies of the Respondent's insurance policy(ies).

Insurance Certificates are required to have a 30-day non-renewal/cancellation notice clause and shall include NAMED ADDITIONAL INSURED ENDORSEMENTS as indicated below.  
Satisfactory Evidence of Insurance must be submitted and approved by the Co-Op prior to providing any product or service covered under this Agreement, unless an extension is authorized by the Co-Op.

b. Additional Insureds

The CGL and CA/BA policies shall be endorsed to name the following as additional insureds:

(1) Board of Education (or) Members of the [ SPECIFY CO-OP MEMBER DISTRICT ]

c. Rating Of Insurer

All policies shall be from admitted insurers with an A.M. Best rating of at least A-, VII, except for the State Fund for W/C. Coverage provided by the California State Compensation Insurance Fund (State Fund) is acceptable. The Member District reserves the right to approve other carriers if found acceptable to the Member District.

(1) Commercial General Liability (CGL)

Includes both bodily injury and property damage.

\$1,000,000 per occurrence

\$ 100,000 fire damage

\$5,000 medical expenses

\$1,000,000 personal and advertisement injury

\$3,000,000 general aggregate\*

\$3,000,000 products/completed operation aggregate\*

\*\$3,000,000 general aggregate and products/completed operations aggregate can be waived if the policy is endorsed stating that the \$1,000,000 per occurrence applies solely and separately to the District.

(2) Commercial (Business) Automobile Liability (CA or BA) All owned, hired and non-owned autos \$1,000,000 combined single limit

(3) Workers' Compensation (WC)

Part A – Statutory limits

Part B Employers' Liability -- \$1,000,000/\$1,000,000/\$1,000,000

**Exemption:** Sole proprietors with no employees are exempt from providing WC Coverage. Contractors meeting this exemption requirement must sign a District Workers' Compensation Waiver Statement

Workers' Compensation: During the term of the Contract, Respondent shall fully comply with the terms of the law of California.

Workers' Compensation Said compliance shall include, but not be limited to, maintaining in full force and affect one or more policies of insurance to insure against any liability Respondent may have for Workers' Compensation.

19. **INVOICE AND PAYMENTS:** Unless otherwise specified, Respondent shall render invoices in duplicate for materials delivered or services performed under the Purchase Order. Invoices shall be submitted immediately in a form acceptable to the Co-Op Member Districts under the same firm name as shown on the Purchase Order. Respondent shall list separately any applicable taxes payable by the Co-Op Member District and shall certify on the invoices that the Federal Excise tax is not included in the prices listed thereon. The individual Member Districts shall make payment for materials, supplies or services furnished under the Purchase Order within a reasonable and proper time after acceptance thereof and approval of the invoices by their respective District's authorized representative. Invoices shall be submitted to the Co-Op Member District requesting the services.

All invoices submitted for payment must include the Co-Op Member District's Contract Number, related Purchase Order ("P.O.") Number(s), and be under the same firm name as shown on the P.O./Contract. Respondent shall submit a monthly invoice and produce copies of receipts as needed per the request of Individual Member Districts.

Prior to the start of the Contract, the Respondent may contact the Co-Op Member District's Accounts Payable Office regarding the invoice format that may be required to facilitate timely payment. A sample of invoicing format may be required from Accounts Payable prior to the start of service.

Late payment by the District shall not constitute a material breach of any Contract awarded hereunder. In any contract or Purchase Order awarded, a Member District of the Co-Op will reserve the right to withhold payment as a "set off" against amounts due, or to become due, to the District resulting from any other contracts or Purchase Orders awarded to the same contractor.

20. **ADJUSTMENT TO THE RATE (UNIT COST) SCHEDULE:** The Rate Schedule (unit cost) is firm for the entire contract period of **twelve (12)** months. The rates may be "subject to adjustment" at the beginning of each annual contract period. It is expressly understood that contract rate increases are not automatic or guaranteed. Respondent's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The Co-Op reserves the right to reject any such request and re-bid and/or terminate said contract within the provisions of the existing agreement. The Co-Op may offer a lower, higher or no increase in percentage. All increases are subject to negotiation between the Respondent and the Co-Op.

The adjustment to the Respondent's Rate (unit cost) Schedule, if granted by the Co-Op, shall be effective on the first day of the month following final Co-Op approval and continue through the remaining contract period. Increases considered by the Co-Op shall be evaluated by using the percentage of change between the previous year and the current year's Consumer Price Index, (C.P.I.) published by the U.S. Department of Labor's Bureau of Labor Statistics, **as a guide only.**

The specific index to be reviewed is the C.P.I. for Los Angeles-Riverside-Orange County, California for the month of (that month which is six (6) months prior to the contract's annual end date) each year using the "Special Aggregate Index" category of "All Items Less Shelter" under the "All Urban Consumers" column.

For further information on the Consumer Price Index, visit the U.S. Department of Labor, Bureau of Labor Statistics website at <https://www.bls.gov/regions/west/home.htm>.

**NOTE:**

- **All requests for rate adjustments must be received, in writing, no later than ninety (90) days prior to the end of each annual contract period to the Glendale Unified School District's Nutrition Office – 349A W. Magnolia Ave., Glendale, CA 91204.** An explanation citing the rationale for cost increase should be included in such correspondence.
  - **Fuel surcharges** shall not be accepted under this contract and the addition of such charges shall not be permitted during the term of the agreement.
21. **PERMITS AND LICENSES:** The Respondent and all employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with the requirements of law.
22. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the execution of this Contract, the Respondent will not engage in, nor permit such unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disabilities, mental disability, medical condition, marital status, sex, age, or sexual orientation of such persons.
23. **DRUG FREE WORKPLACE:** The Respondent shall maintain a drug free workplace in accordance with the California Government Code.
24. **NON-COLLUSION:** Each proposal must be submitted with a fully completed Non-Collusion Affidavit on the form provided herein that complies with Public Contract Code Section 7106.

25. **DEPARTMENT OF EDUCATION CHILD NUTRITION DIVISION FORMS:** Per the CDE, Child Nutrition and Food Distribution Division, School Nutrition Programs Unit, the following forms must be completed and submitted with proposal. Proposals that do not include the required forms shall be deemed non-responsive:
- a. CDE Suspension and Debarment Certification (visit CDE @ <http://www.cde.ca.gov/ls/nu/sn/mb98113att3.asp> for more information)
  - b. U.S. Department of Agriculture Certificate Regarding Lobbying
  - c. Disclosure of Lobbying Activities
  - d. Buy American Certification
26. **ATTORNEY FEES:** If either party files an action or brings any proceeding against the other arising out of the Contract, the prevailing party shall be entitled to recover as an element of the costs of the suit, and not as damages, reasonable attorneys' fees in such an amount as the court may adjudge reasonable. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. The party not entitled to recover its costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted for calculating the amount of judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

**END OF SECTION**

## **SECTION II – SPECIAL CONDITIONS**

1. **AWARD OF CONTRACT:** The Co-Op realizes that the various Respondents providing the requested commodities or services may differ considerably in concept, design, structure and methods. Although the Co-Op reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal, the award will be made to the responsive/responsible Respondent whose proposal represents, in the Co-Op’s evaluation and judgment, the most advantageous combination of value to be delivered per dollar bid. Responsiveness/responsibility of the Respondent(s) will be determined by an evaluation that the Respondent(s) is(are):
  - a. Qualified by experience to be a competent agency for services as put forth in this RFP and meet the requirements of the Co-Op; and,
  - b. Financially responsible to complete the projects as proposed.
2. **Addenda or Bulletins:** Any addenda or bulletins issued by the District during the time of bidding shall become a part of the bid and contract documents.
3. Participation in this RFP by a Co-Op member district is voluntary. Co-Op member districts that opt to participate in this RFP will be responsible for taking this RFP to their respective Board of Education/ Trustees for approval.
3. **TASTE TEST:** During the course of the RFP evaluation and at the request of the Co-Op, Respondent(s) may be invited to provide product samples free of charge to be used for a Taste Test at a time, date and location to be determined by the Co-Op. Respondent shall not be allowed to attend or participate in the Taste Test. Sample(s) must be plainly marked “Sample – Sandwich (RFP No. 22-22/23),” and with Respondent’s name on the outside.
4. **CONTRACT EXTENSION (if applicable):** The Co-Op anticipates awarding an initial contract term of twelve (12) months which may be subject to two (2), additional twelve (12) month extensions should it be deemed necessary, for a maximum of three (3) year’s total. Extensions are contingent upon written mutual consent of the Co-Op and the Respondent. Any request for extension must be requested by the Respondent in writing no later than ninety (90) days prior to the expiration date of the existing agreement.

**END OF SECTION**

**SECTION III - REQUEST FOR PROPOSAL FOR Sandwich (DELIVERED AND READY TO SERVE)**

The Glendale Unified School District, Glendale, California, on behalf of the San Gabriel Valley Food Purchasing Group, requests sealed proposals to be submitted for the following purpose and in accordance with each of the following conditions:

1. **PURPOSE:** The purpose of this Request for Proposal (“RFP”) is to furnish the Co-Op with delivery of ready-to-serve sandwiches during the 2022 – 2023 school year. No guarantee can be given that any or all items or services under this RFP will be: a) purchased; b) that the stated amounts will be reached; or, c) that they will not be exceeded. Respondent agrees to furnish more or less at the prices quoted in accordance with the actual requirements throughout the contract period.
2. **DUE DATE:** Sealed proposals will be received up to, but not later than **12:00 p.m. (Local Time) on July 19, 2022, at 223 N. Jackson St., Glendale, California, 91206**. All proposals become property of the Co-Op and are considered an irrevocable offer for one hundred twenty (120) days following the scheduled date and time set for the proposal opening.

A sealed proposal may be submitted prior to the opening date to:

**Glendale Unified School District  
ATTN: Barbara Howard, Director of Purchasing  
223 N. Jackson St.  
Glendale, CA 91206  
RFP No. 22-22/23**

Requests for Information (“RFI”) must be submitted by **July 14, 2022, at 2:00 p.m.(Local Time)**, and must be directed in writing only to:

Barbara Howard, Director of Purchasing  
Email: [bhoward@gusd.net](mailto:bhoward@gusd.net)

4. **RESPONDENT QUALIFICATIONS:** In order to fulfill the necessary qualifications for providing the District with the requested equipment and services, the Respondent shall affirm that:
  - A. Respondent is authorized to conduct business in the State of California.
  - B. Respondent’s place of business must be based within a fifteen (15) mile radius of the participating Co-Op Member District.
  - C. Respondent has the requisite background and credentials to provide the services requested.
  - D. Respondent’s legal form of entity is a sole proprietorship, partnership, corporation, joint venture, etc.
  - E. Respondent must meet guidelines and regulations set forth by the Division of Occupational Safety and Health of the State of California, the California Retail Food Code (Part 7. California Retail Food Code, effective 01/01/2017) of the California Health and Safety Code and all pertinent, local and state laws.
  - F. Respondent must maintain a Hazard Analysis Critical Control Program (HACCP) and food safety system for their facility and relevant equipment maintenance schedules to insure optimum manufacturing, storage and distribution practices.
  - G. Respondent is experienced with related services and shall have done so within the past five (5) years, three (3) years of which include servicing a school district of 10,000+ ADA, or a combination of an elementary and a high school district totaling 10,000+ ADA.

5. **PROPOSAL REQUIREMENTS:** The following items shall be included in the proposal:

Respondent shall be prepared to provide all equipment, materials, labor and services not specifically mentioned in this RFP but which may be necessary to complete or perfect all parts of any installation contract awarded.

- A. Executive summary to include an overview of the response (three (3) pages maximum) describing the highlights of the response specifying the name, mailing address and telephone number of the firm submitting the proposal and the name of the person who has the authority to legally bind the firm in a contract.
- B. If a firm is a joint venture or partnership, identify all members of the joint venture or partnership and provide all information required for each member (include state of incorporation or organization).
- C. Location of office(s) that will complete the project; the date the firm was established; number of years the firm has been engaged in providing the requested services and equipment; and, number of qualified employees available to support the Co-Op's project.
- D. A Product Formulation Statement that provides evidence of contribution for the Meat/Meat Alternate and Grain/Bread components. Must be submitted in writing, signed and dated for review by the Co-Op for the sandwiches.
- E. The Co-Op reserves the right to decline an award on items that contain peanuts, peanut protein or peanut products. A statement of ingredients and formal nutritional analysis for those items must be submitted with proposal and any/all items that bid containing peanuts, peanut protein or peanut by-products must be clearly and separately identified.

5. **EVALUATION CRITERIA:** The proposals received will be evaluated according to the following criteria and percentages:

- A. Experience and expertise of the respondent in providing similar services to school districts and public entities comparable in scope and size. **(10 pts.)**
- B. Packaging. **(15 pts.)**
- C. Appearance. **(20 pts.)**
- D. Taste Test. **(25 pts.)**
- E. Cost **(30 pts.)**

**Total: 100 pts.**

Each response must be in writing and should be concise, well-organized and tailored to this RFP. Each response shall demonstrate Respondent's understanding of the Co-Op's goals and objectives for the service and equipment requested in this RFP. Firms will be evaluated based on the information submitted in accordance with this section and together with other information as may be available to the Co-Op. Responses must include all of the requested information as specified.

- 7. **COST:** The proposal shall provide a quotation of charges, including the following specific information: materials, transportation and services necessary, staff levels assigned, hours to be worked, cost per hour and total cost. Each prospective Respondent shall also detail all other items that will be charged to the Co-Op and include them in its total proposal.
- 8. **PROPOSAL:** The proposal shall be submitted on the form attached to this request. Respondents must submit **one (1) signed, original and unbound copy** and a PDF copy on a USB Flash Drive of the requested information. Responses **must not exceed** ten (10), single-sided pages. Any additional, informational documentation you desire to include may not exceed a maximum of **three (3) pages**.

Attachments “A” through “K” (pages 20 – 36) must be submitted with the RFP response and **will not** be counted as part of the ten (10) page, maximum response.

**There will be no pre-proposal conference pertaining to this Request for Proposal.**

9. **AWARD:** An evaluation committee representing the Co-Op shall evaluate all proposals submitted. Qualified firms may be interviewed by a selected panel. The award will be based upon services offered, prior experience with the requested equipment and services, availability of the firm or individual, references, and fees quoted. The Co-Op reserves the right to reject any or all of the proposals submitted without obligation to any firm responding to this announcement.

The Committee will make a recommendation to all member districts of the Co-Op.

The Co-Op as a whole will make a final decision of the apparent award(s). The award(s) will be formally made by the Glendale Unified School District Board of Education in a timely manner. On behalf of the Co-Op, the Glendale Unified School District will issue an Award letter to the successful Respondent(s).

10. **EXECUTION OF CONTRACT:** The signed contract form(s) submitted by the Respondent(s) will become fully executable after the award of the RFP. In the event the Respondent to whom an award is made fails or refuses to execute the contract within the period provided in this section, the Co-Op may award to the next lowest Respondent, or may reject all proposals and may issue a new Request for Proposal. (ref. Exhibit E –“ Sample Agreement” available for review on the District’s Purchasing webpage.

**END OF SECTION**



**EXHIBIT A**  
**SCOPE OF SERVICES**  
**SANDWICH (DELIVERED AND READY TO SERVE)**

**I. DELIVERY REQUIREMENTS**

**A. SANDWICH**

1. Deliveries shall be made at dates and times as arranged by the individual districts/schools to meet their serving requirements.
2. Must be delivered in clean and well-maintained, insulated containers.
3. Insulated containers must remain at the site until after meal service is complete.
4. Delivery vehicles used for transporting must be kept clean and maintained in good repair and condition to protect product from contamination and must be designed and constructed to permit adequate cleaning and/or disinfection.
5. Sandwiches must be portioned and packaged as specified with description of methodology of portioning to ensure contribution requirements are met.
6. Sandwiches must be delivered under temperature control with product being received at 41 degrees Fahrenheit or below.
7. Documentation of temperatures for the product must be maintained and include departure time temperature and delivered time temperature.
8. Delivery slips will be furnished with each delivery, duplicate as follows:
  - a. Original – Signed by District employee receiving goods (Vendor copy)
  - b. Duplicate – Copy shall be provided to the District employee at the site

**II. PACKAGING**

**A. SANDWICH**

1. Packages/ containers shall be constructed as to ensure safe and sanitary transportation to point of delivery.
2. Damaged packages/ containers may be rejected and returned for credit or immediate replacement at no cost to the District for product or re-delivery.
3. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods.
4. Packaging materials shall impart no odor, flavor or color to the product.
5. Container for serving individual sandwiches must be provided and should be constructed to *“retain serving temperature and integrity of product from handler”*
6. Serving containers shall be designed to prevent collapse and subsequent damage to the product.
7. Packaging of all products shall be designed to prevent saturation of the container from product grease and moisture.

**END OF SECTION**

**EXHIBIT B**  
**SPECIFICATIONS**  
**SANDWICH (DELIVERED AND READY TO SERVE)**

**I. COMPOSITION**

**A. SANDWICH PER SERVING MUST INCLUDE**

1. Two grain equivalent - List prices for all 3 varieties.
  - a. 100% whole grain
  - b. 50% whole grain and 50% enriched flour
  - c. 100% enriched flour
2. Two meat equivalent = combination of meat (turkey, ham, tuna, etc) and cheese.
  - a. Meat sandwiches with lettuce
  - b. Vegetarian sandwiches with a variety of vegetables (lettuce, tomato and cucumber) and cheese to meet the 2 meat alternative requirement.
3. Sandwich seasoning shall not contain monosodium glutamate (MSG).
4. Each district will determine what type of sandwich they want to use.
5. Bidder must submit a complete nutrient analysis and sample before a bid/rfp award can be issued.
  - a. Calories not to exceed 400
  - b. Sodium not to exceed 480 milligrams
  - c. Total Fat not to exceed 4 grams per 100 calories
  - d. Saturated fat not to exceed 10% of total calories

**II. NUTRITIONAL INFORMATION**

**A. SANDWICH**

1. Detailed and accurate nutritional information is required for all food items purchased by the District.
2. Contractor shall furnish nutritional information for processed or manufactured items
3. Contractor shall provide a complete, nutrient analysis of some products as requested by the District.
4. Nutrient information may be obtained from an independent laboratory at the Contractor's expense.
5. Required manufacturer's information:

● Weight (gm)	● Fat (gm)	● Dietary Fiber (gm)
● Water content (gm)	● Polyunsaturated fat (gm)	● Vitamin A (IU)
● Calories (Kcal)	● Saturated fat (gm)	● Vitamin C (mg)
● Protein (gm)	● Trans fat (gm)	● Calcium (mg)
● Carbohydrate (gm)	● Cholesterol (mg)	● Iron (mg)
6. Processed foods should not contain any artificial trans-fat.
7. All ingredients must be declared on the product label and confirm to the FALCA as required by the FDA.

8. Labels must list the presence of ingredients that contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat or soybeans.
9. Contractor shall notify the Co-Op when there is a product and/or ingredient change in an item(s) provided to the Co-Op.
10. In the event of a product change, statements and nutritional information for the new ingredient shall be submitted to the Co-Op for review and approval.

**END OF SECTION**

**EXHIBIT C**  
**SAN GABRIEL VALLEY FOOD SERVICES COOPERATIVE PURCHASING GROUP MEMBERS**

**SANDWICH - ESTIMATED USAGE BY DISTRICT**

<b>San Gabriel Valley Co-Op Estimated Annual Sandwich Purchase</b>								
<b>District</b>	<b># of 6" sub sandwiches</b>	<b>Serving Times (delivery)</b>	<b>Cheese/Veggies</b>	<b>Turkey Cold Cut</b>	<b>Turkey Breast</b>	<b>Italian</b>	<b>Ham</b>	<b>Chicken Breast</b>
Azusa USD	25,200	6:00 AM		12600	12600			
East Whittier City SD	10,000	9:00 AM		5,000		2500	2500	
El Monte City SD	72,000	6:00 AM		72000				
El Monte Union HSD	43,750	11:00 AM		19,688	2,188	19,688	2,188	
Garvey SD	50,000	11:00 AM		25,000	25,000			
Glendale USD	115,000	7:00-11:00am	5,750	51,750				57,500
Hacienda La Puente USD	15,000	11:00 AM		7,500	7,500			
Lynwood USD	12,000	10:30 AM					12,000	
West Covina USD	20,000	10:30am-12:00pm		5,000	5,000	5,000	5,000	
Glendora USD	50,000	8:00-11:00 AM		37,500			12,500	
<b>TOTAL</b>	<b>412,950</b>		5,750	236,038	52,288	27,188	34,188	57,500

**END OF SECTION**

**EXHIBIT D**  
**SAN GABRIEL VALLEY FOOD SERVICES COOPERATIVE PURCHASING GROUP MEMBERS**  
**("Co-Op")**

**\*(DISTRICTS PARTICIPATING IN 22-23 SANDWICH RFP)**

1. Alhambra Unified School District
2. Arcadia Unified School District
3. Azusa Unified School District\*
4. Baldwin Park Unified School District
5. Bassett Unified School District
6. Burbank Unified School District
7. Charter Oak Unified School District
8. Covina-Valley Unified School District
9. Duarte Unified School District
10. East Whittier City School District\*
11. El Monte City School District\*
12. El Monte Union High School District\*
13. Garvey School District\*
14. Glendale Unified School District\*
15. Glendora Unified School District\*
16. Hacienda La Puente Unified School District\*
17. Lowell Joint School District
18. Lynwood Unified School District\*
19. Mountain View School District
20. Pasadena Unified School District
21. Rosemead School District
22. Rowland Unified School District
23. San Gabriel Unified School District
24. San Marino Unified School District
25. South Pasadena Unified School District
26. South Whittier School District
27. Temple City Unified School District
28. Valle Lindo School District
29. Walnut Valley Unified School District
30. West Covina Unified School District\*

**\*Co-Op Member Districts service approximately 259,500 students combined. Not all member districts will purchase sandwiches in the 22-23 school year.**

**END OF SECTION**

**EXHIBIT E  
SAMPLE AGREEMENT**

**Please visit the Glendale Unified School District's Purchasing webpage to review a copy of the Sample Agreement.**

**This sample agreement is for the Glendale Unified School District only.**

**Successful Contractor(s) may be required to adhere to each member District's respective agreement.**

**END OF SECTION**

**ATTACHMENT A  
PROPOSAL FORM**

**TO: GLENDALE UNIFIED SCHOOL DISTRICT**

**FROM:** \_\_\_\_\_  
Name of Respondent

**PROPOSAL FORM**

Include all costs in your proposal. This proposal includes all items as indicated and as specified for the designated services for the Co-Op. The "Not to Exceed" proposal shall include all labor, materials, transportation and services necessary to complete said work excluding State or County Sales or Use tax.

**I. SANDWICH**

Line Item #	*Sandwiches Served Annually (Estimated)	Description	Unit Size	Unit Cost on 100% whole grain bread	Extended Cost on 100% whole grain bread	Unit Cost on 50% whole grain and 50% enriched flour bread	Extended Cost on 50% whole grain and 50% enriched flour bread	Unit Cost on 100% enriched flour bread	Extended Cost on 100% enriched flour bread
1	5,750	cheese sandwich or equivalent	6"	\$	\$	\$	\$	\$	\$
2	236,038	turkey cold cut sandwich or equivalent	6"	\$	\$	\$	\$	\$	\$
3	52,288	turkey sandwich or equivalent	6"	\$	\$	\$	\$	\$	\$
4	27,188	Italian cold cut sandwich or equivalent	6"	\$	\$	\$	\$	\$	\$
5	34,188	ham sandwich or equivalent	6"	\$	\$	\$	\$	\$	\$
6	57,500	chicken breast sandwich or equivalent	6"	\$	\$	\$	\$	\$	\$

*\*Indicates annual estimate for 10 school districts only: Azusa USD, East Whittier USD, El Monte City SD, El Monte Union HSD, Garvey SD, Glendale USD, Hacienda LaPuente USD, Lynwood USD, West Covina USD, Glendora USD.*

Vendor can provide service for all requested school sites for Member Districts: Yes \_\_\_\_\_ No \_\_\_\_\_

If "No", please indicate which Districts your company can service:





ATTACHMENT B

GLENDALE UNIFIED SCHOOL DISTRICT  
223 N. JACKSON ST., GLENDALE, CA 91206

RFP No. 22-22/23 SANDWICH (DELIVERED AND READY TO SERVE)

NON-COLLUSION AFFIDAVIT

State of California )  
 ) ss.  
County of \_\_\_\_\_ )  
\_\_\_\_\_ )

\_\_\_\_\_ 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 false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else 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 any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
(Signature of Bidder) NOTARY

FOR NON-COLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

(SEAL OF NOTARY)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Typed Name of Notary)

ATTACHMENT C

GLENDALE UNIFIED SCHOOL DISTRICT  
223 N. JACKSON ST., GLENDALE, CA 91206

RFP No. 22-22/23 SANDWICH (DELIVERED AND READY TO SERVE)

CRIMINAL CONVICTION CERTIFICATION

Bidder shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder is not responsible.** For the five (5) years preceding the date of submittal of this Bid, identify on the following page any criminal conviction for any violation of law suffered by any of the following entities or persons in the performance of a procurement contract within the United States: the Bidder submitting the instant bid, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Bid. Provide on the following page labeled "Criminal Convictions Information": (i) the date of conviction; (ii) the name and court case identification number; (iii) the identity of the law violated; (iv) the identity of the prosecuting agency; (v) the contract involved; (vi) the punishment imposed; and (vii) any exculpatory information of which the District should be aware.

CRIMINAL CONVICTION CERTIFICATION

**If the Bidder has no criminal convictions to report as described above, complete the following:**

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Print name of person responsible for submitting bid) (Title with bidding entity)

of \_\_\_\_\_ (hereinafter, "Bidder").  
(Print Name of Bidding Entity)

In submitting a bid to the Glendale Unified School District for: "**RFP NO. 22-22/23 SANDWICH (DELIVERED AND READY TO SERVE)**," I, hereby certify that neither Respondent nor any person who is an officer of, in a managing position with, or has an ownership interest in Bidder has suffered a criminal conviction as described, above.

**I declare under penalty of perjury that the foregoing is true and correct.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

by \_\_\_\_\_  
(Signature of Person Responsible for Submitting Bid on behalf of Bidder)

CRIMINAL CONVICTIONS INFORMATION

- (1) Date of Conviction: \_\_\_\_\_
  
- (2) Name of Case: \_\_\_\_\_  
Court case identification number: \_\_\_\_\_
  
- (3) Identity of law violated: \_\_\_\_\_
  
- (4) Identify of the Prosecuting Agency: \_\_\_\_\_
  
- (5) Contract involved: \_\_\_\_\_
  
- (6) Punishment Imposed: \_\_\_\_\_
  
- (7) Exculpatory Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DECLARATION

I, \_\_\_\_\_, the \_\_\_\_\_ ,  
(Print name of person responsible for submitting proposal) (Title with Responding entity)  
of \_\_\_\_\_ (hereinafter, "Respondent")  
(Print Name of Responding Entity)

declare under penalty of perjury that the above information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month and year) (city and state)

By \_\_\_\_\_  
(Signature of Person Responsible for Submitting Proposal on behalf of Respondent)

**END OF SECTION**

**ATTACHMENT D**

**GLENDALE UNIFIED SCHOOL DISTRICT  
223 N. JACKSON ST., GLENDALE, CA 91206**

**RFP No. 22-22/23 SANDWICH (DELIVERED AND READY TO SERVE)**

**NOTICE RE: CRIMINAL RECORDS CHECK**

Education Code Section 45125.1 provides that if the employees of any entity that have a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime in so far as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school districts that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

ATTACHMENT E

GLENDALE UNIFIED SCHOOL DISTRICT  
223 N. JACKSON ST., GLENDALE, CA 91206

RFP NO. 22-22/23 SANDWICH (DELIVERED AND READY TO SERVE)

**CRIMINAL RECORDS CERTIFICATION**

To the Board of Education of the Glendale Unified School District:

I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "Contractor") and in such capacity, I, on behalf of Contractor, hereby certify that:

I have carefully read and understand the Notice Regarding Criminal Records Check which is included. Due to the nature of the work I will be performing for the DISTRICT, my employees may have contact with students of the DISTRICT. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice Re: Criminal Record Check and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at \_\_\_\_\_, California, on \_\_\_\_\_ (Date)

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**END OF SECTION**

## 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.

**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.**

ATTACHMENT F

California Department of Education  
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit  
April 1998

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 COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 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 "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

**Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and**



completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

California Department of Education  
 Child Nutrition and Food Distribution Division

School Nutrition Programs Unit  
 April 1998

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

OR

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

G:SNP:LOBBYING CERT

ATTACHMENT H

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:	<input type="checkbox"/> If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:  Congressional District, if known:	
<input type="checkbox"/> Federal Department/Agency:	<input type="checkbox"/> Federal Program Name/Description:  CFDA Number, if applicable:	
<input type="checkbox"/> Federal Action Number, if known:	<input type="checkbox"/> Award Amount, if known: \$	
<input type="checkbox"/> a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	<b>10. b. Individuals Performing Services (including address if different from No. 10a)</b> (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
<input type="checkbox"/> Amount of Payment (check all that apply):  \$ _____ actual planned	<input type="checkbox"/> Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee	

ATTACHMENT H – cont.

<input type="checkbox"/> <b>Form of Payment (check all that apply):</b> Cash _____ In-kind; specify: _____ Nature _____ Value _____	Deferred Other; specify: _____
<input type="checkbox"/> <b>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:</b>  (Attach Continuation Sheet(s) SF-LLL-A, if necessary)	
<b>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</b>	
<b>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.</b>	Signature: _____ Print Name: _____ Title: _____ Telephone No: (_____) _____ Date: _____
<b>Federal Use Only:</b>	<b>Authorized for local reproduction Standard Form - LLL</b>

ATTACHMENT I

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 is 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

ATTACHMENT J

**IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**  
(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting bids for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or,
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**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 (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and Federal ID Number if available, in completing **ONE** of the options shown below.

**OPTION #1: CERTIFICATION**

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

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	Date Executed

**ATTACHMENT J – CONT.**

**OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a bid for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	Date Executed

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

This institution is an equal opportunity provider.

**ATTACHMENT K**

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):  Individual/sole proprietor  C Corporation  S Corporation  Partnership  Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  Exempt payee

Other (see instructions) ▶ \_\_\_\_\_

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

				-							
--	--	--	--	---	--	--	--	--	--	--	--

**Employer identification number**

				-											
--	--	--	--	---	--	--	--	--	--	--	--	--	--	--	--

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**      Signature of U.S. person ▶ \_\_\_\_\_      Date ▶ \_\_\_\_\_

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



ATTACHMENT L

**Certification of Request for Proposal  
RFP No. 22-22/23 Sandwich (Delivered and Ready to Serve)  
San Gabriel Valley Food Services Cooperative Purchasing Group**

I certify that I have read the attached Request for Proposal, **RFP No. 22-22/23 Sandwich (Delivered and Ready to Serve)**, and the instructions for submitting an RFP. I further certify that I must submit one (1) original and signed copy, and one (1) PDF copy of the firm's proposal on a thumb ("flash drive") in response to this request, and that I am authorized to bind the firm to the proposal submitted.

_____ Signature	_____ Date
_____ Type or Print Name	_____ Phone
_____ Title	_____ Fax
_____ Company	_____ Federal Tax I.D. Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email

**If Respondent is a corporation, then please provide the corporate seal here:**