



**SAN MATEO-FOSTER CITY
SCHOOL DISTRICT**

1170 Chess Drive, Foster City, CA 94404

**REQUEST FOR PROPOSAL CNS 03-24
DAIRY PRODUCTS AND SERVICES SY 2023-24**

Date	Event
April 3, 2023 & April 10, 2023	Release and advertisement of RFP CNS 03-24
April 27, 2023 by 1:00 pm	Deadline for submission of written questions to District concerning RFP CNS 03-24
May 1, 2023	Addendum posted on the district website
May 8, 2023 by 1:00 p.m.	Deadline for all submissions in response to RFP CNS 03-24
May 8, 2023 at 1:00 p.m.	Public Bid Opening
June 8, 2023	Estimated date of approval by the Board of Trustees.
June 12, 2023	RFP Award Notification/s sent out.

Deliver to: San Mateo Foster City School District
Child Nutrition Services
1170 Chess Drive
Foster City, CA 94404

Contact: Child Nutrition Services
Fran Debost, Director of Child Nutrition Services
Tel: 650-312-7201
fdebost@smfc.k12.ca.us

**NOTICE CALLING FOR PROPOSALS
RFP CNS 03-24**

In accordance with Public Contract Code 20111, notice is hereby given that the San Mateo Foster City School District of San Mateo County, California, acting by and through its Governing Board, will receive sealed Requests for Proposal (RFP) for the following:

RFP CNS 03-24 DAIRY PRODUCTS AND SERVICES

Proposals must be delivered in sealed envelopes marked “**RFP CNS 03-24 DAIRY PRODUCTS AND SERVICES**” to **Child Nutrition Services, Attn. Fran Debost, 1170 Chess Drive, Foster City, CA 94404, up to, but no later than, 1:00 p.m. on, Monday May 8, 2023**, at which time they will be opened to check for completeness. All proposals must be submitted on forms furnished by the District and include the completed Proposal Worksheet in excel format on a USB drive.

It is each bidder’s sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the bidder unopened. **The San Mateo Foster City School District is not responsible for proposals sent via U.S. Mail, UPS, and Federal Express or by any other delivery service.**

All bidders will be responsible for obtaining any addendums or revisions to the project. Questions or comments regarding this RFP must be put in writing and received by the San Mateo Foster City School District no later than 1:00 pm **April 27, 2023**. Questions are to be e-mailed to fdebost@smfc.k12.ca.us. The San Mateo Foster City School District shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than as instructed above.

Questions received by this deadline and corresponding answers will be included in an addendum posted at: www.smfcsd.org on **May 1, 2023**.

The San Mateo Foster City School District reserves the right to reject any or all proposals and to waive any discrepancy or technicality. Refer to the formal request for proposal documents and specifications for additional information, terms, and conditions. There will be no charge to obtain an RFP package. No partial sets will be available. To obtain an RFP package, please go the District’s web-page at www.smfcsd.org and select “ Child Nutrition Services Department; SY2023-24 Food and Supplies RFPs” or email at fdebost@smfc.k12.ca.us. No proposal may be withdrawn for ninety (90) days.

This institution is an equal opportunity provider.

Patrick Gaffney
Deputy Superintendent

Newspaper: San Mateo County Times
Advertise Dates: April 3, 2023 and April 10, 2023

NOTICE OF INTENT

San Mateo Foster City School District (“The District”) is seeking proposals from qualified companies to procure and deliver Dairy Products and Services for the period of July 1st, 2023 to June 30, 2024. Contracts will be awarded to distributor(s) based on the objectives of this solicitation. This RFP defines the program, the products, and the services that are being sought from the Distributor and generally outlines the program requirements. Products and/or services considered for award shall equal or exceed a minimum quality level of industry standards as defined within this RFP, and shall comply with all applicable federal, state, and local technical, environmental, and performance standards and specifications.

SCOPE OF SERVICES

The selected vendor/s will partner with the District over the term of the contract resulting from this RFP to procure and deliver Dairy Products and Services to one location, daily.

DEFINITIONS: In this RFP and in the Contract, the following terms are defined as follows:

- A. **“Best Value”** means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of Vendor’s product(s) and/or services, and price.
- B. **“Contract”** means an agreement entered into between the District and a vendor as a result of this RFP. The Contract consists of the Request for Proposal, including all Addenda, Vendor’s Proposal that is satisfactory to the District, and the District’s Contract form(s), which may include, but are not limited to, a written contract, an agreement letter, or a purchase order.
- C. **“Vendor/Distributor/Seller/Supplier/Contractor/Bidder”** refers to the person(s)/entity(ies) that submit the proposal to this RFP and to whom a contract is awarded pursuant to this RFP.
- D. **“Project”** means the Scope of Work for furnishing goods and services as outlined in this RFP.
- E. **“Proposal”** refers to the documents submitted by a Vendor that addresses the scope and requirements of this RFP.
- F. **“RFP”** refers to this Request for Proposal.
- G. **“Responsible Vendor”** means a vendor with adequate financial resources (or the ability to obtain such resources), who can comply with the delivery requirements, and who is a qualified and established firm regularly engaged in the type of business that provides the goods and/or services herein.
- H. **“Responsive Proposal”** refers only to those proposals that comply with all material and administrative aspects of this RFP.
- I. Singular terms shall include the plural and vice versa. A gender reference includes both genders.

Document Check-Off Sheet

- Food and Drug Administration Certification meeting FSMA Guidelines-pg. 8 #19
- Copy of Hazard Analysis Critical Control Point Plan (HACCP)-pg.12 #33
- Food Safety and Security Policy/Plan-pg. 12 #33
- Pest Control Policy/Plan-pg. 12 #33
- Request for Proposal Signature Page-pg.23
- Vendor Questionnaire-pg.24-26
- A Signed Printed Original Hard Copy of the District Estimated Usage and Pricing Worksheets Excel File-pg.27 (Appendix A)
- Media Storage Device with Unprotected Excel File of the Estimated Usage and Pricing Worksheets-pg.27
- School District References-pg.29
- Non-Collusion Declaration-pg.30
- Equal Opportunity Employment-pg.31
- Certification Regarding Lobbying-pg.32
- Disclosure of Lobbying Activities-pg.33-35
- Suspension and Debarment-pg.36
- Iran Contracting Act-pg.38
- Contractor's Certification – Regarding Drug Free Workplace-pg.39

- Contractor's Certification – Alcoholic Beverages and Tobacco Free Workplace-pg.40
- Contractor's Certification – Worker Compensation-pg.41
- Clean Air and Water Certification-pg.42
- Fingerprint Clearance Certification-pg.43

- Most Recent Health Inspection Report
- Signed Document Check-Off Sheet-pg.4-5

Please COMPLETE, SIGN & RETURN the following items with your sealed proposal: Failure to return any of the above items completed and signed with the original sealed proposal may qualify your proposal non-responsive. All signatures must be original, no photocopies.

Signature

Date

DAIRY PRODUCTS AND SERVICES

INSTRUCTIONS AND INFORMATION FOR VENDORS

PREPARATION AND SUBMISSION OF PROPOSAL FORM: SAN MATEO FOSTER CITY SCHOOL DISTRICT invites proposals on the forms enclosed to be submitted no later than **1:00 p.m. on Monday, May 8, 2023**. All blanks on the proposal form must be appropriately completed. Each proposal must be submitted in a separate sealed envelope bearing on the outside **“Proposal RFP CNS 03-24 DAIRY PRODUCTS AND SERVICES”**. It is the sole responsibility of the Vendor to ensure that the proposal is received by **1:00 p.m. on Monday, May 8, 2023**. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Vendor unopened.

1. PROPOSAL OPENING:

All proposals shall be publicly opened at **1:00 p.m. on Monday, May 8, 2023** at the:
SAN MATEO FOSTER CITY SCHOOL DISTRICT
1170 Chess Drive
Foster City, CA 94404

- 2. MODIFICATIONS AND CORRECTIONS:** Changes in or additions to the Pricing Sheet, alternate proposals, or any other modifications of the proposal form which is not specifically called for in the proposal documents may result in rejection of the proposal as not being responsive to the Request for Proposal. No oral or telephone proposals or modifications shall be considered. Proposals submitted must not contain any erasures, interlineation, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the proposal. Proposals should be verified before submission and cannot be withdrawn after their opening.
- 3. ERASURES, INCONSISTENT OR ILLEGIBLE PROPOSALS:** The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the proposal. In the event of inconsistency between words and figures in the proposal price term, words shall control figures. In the event that the District determines that any proposal is unintelligible, inconsistent or ambiguous, the District may reject such proposal as not being responsive to the RFP.
- 4. QUESTIONS FROM VENDORS:** Questions or comments regarding this RFP (except to inquire about the number of addenda issued) must be put in writing, via email, to fdebost@smfc.k12.ca.us **no later than 1:00 P.M. on Thursday, April 27, 2023**. San Mateo Foster City School District shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.
- 5. ADDENDA/CLARIFICATIONS:** Responses to written questions received by the specified deadline will be incorporated in an RFP addendum posted at www.smfc.org. If it becomes necessary for San Mateo Foster City School District to revise any part of this RFP, or to provide clarification or additional information after the RFP documents are released, each recipient of record of the original RFP will be notified with instructions to download a written addendum. Recipients of record are those parties, which obtained a copy of the bid directly from San Mateo Foster City School District. Addenda will be posted on the District website (www.smfcisd.org). It shall be the responsibility of the Vendors to inquire of San Mateo Foster City School District as to any addenda issued. This may be done by calling the Director of

Child Nutrition Services at (650) 312-7201, or via e-mail (fdebost@smfc.k12.ca.us) prior to the proposal-submittal deadline (this is the sole exception to the requirement that questions be submitted in writing). All addenda issued shall become part of the RFP.

6. **WITHDRAWAL OF PROPOSAL:** Any Vendor may withdraw his proposal personally or by written request at any time prior to the scheduled closing time for the receipt of proposals.
7. **INTERPRETATION OF PROPOSAL DOCUMENTS:** If any Vendor finds discrepancies in, or omissions from the RFP documents, they may submit to the Child Nutrition Services Director of the San Mateo Foster City School District a written e-mail request for clarification and the response thereto will be e-mailed to all vendors. Corrections will be made by addenda issued to each company that has been sent or picked up a proposal packet. The District will not be responsible for oral interpretations. All addenda issued shall be incorporated into the proposal.
8. **SIGNATURE:** The proposal must be signed in the name of the proposer and must bear the signature in longhand of the person or persons duly authorized to sign the proposal on behalf of the proposer. All documents identified in the Required Bid Forms Section must be signed in permanent ink. Unsigned responses may be considered non-responsive, thus resulting in rejection of the proposal.
9. **AGREEMENT PERIOD:** It is anticipated that the Agreement to be awarded under this proposal shall be effective July 1, 2023, through June 30, 2024.
10. **PRODUCT SPECIFICATIONS:** All milk products shall be Grade “A” pasteurized quality standards, gluten free, with no added hormones (rBST or rbGH), no Antibiotic residue, no High Fructose Corn Syrup, contain no artificial colors or flavors and meet the USDA federal meal program nutrient standards. Seal of container shall not make it unduly difficult to open carton by small children nor produce noticeable leakage. Should a leakage occur, vendor will replace entire crate of milk upon being notified. Bidder must meet all local, State and Federal standards for market milk.
11. **PRICES AND MULTI-YEAR EXTENSIONS:** Minimum contract terms is twelve (12) months. Quoted prices must stay in effect for twelve (12) months after an award of contract and may be extended upon mutual consent of District and vendor and in writing, for up to four (4) additional twelve (12) month periods, in accordance with provisions contained in the Education Code, Sections 17596. In the event of a general price decrease the District reserves the right to revoke the contract award unless the decrease is passed on to the District. The extension may be granted on a year by year basis provided that the following conditions are being met:
 - A. The District has deemed the products and services of the vendor satisfactory.
 - B. The Vendor shall submit a list of the price increases for the next fiscal year (July 1 to June 30) by the last business day in April. Price increase must not exceed the San Francisco Area Consumer Price list for the current year with a maximum of 5% per contract term.
12. **ESCALATOR CAUSE** – Prices are subject to increase and decrease as follows:

All prices shall be firm for 30 days, after which prices for milk can increase or decrease in accord with changes in Class I raw milk prices based on monthly Federal Milk Order Announcements.

Verification of cost will be furnished to the District upon request. If any of the above cost changes take place other than the first day of the calendar month, the price adjustments will be delayed until the first day of the following month. The price offered shall not exceed those offered to other school districts in San Mateo County.

13. **COMMENCEMENT OF DELIVERIES:** After receiving written notification of award, the successful Vendor(s) shall be required to commence with the delivery of all items, which have been awarded within fourteen

(14) days after receipt of a participating district purchase order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this proposal.

14. **EVIDENCE OF RESPONSIBILITY:** Upon request of the District, a Vendor whose proposal is under consideration for award shall provide the name of three (3) references for whom similar supplies or equipment were provided during the previous year.
15. **PROPOSAL DOCUMENT:** The Vendor should fully acquaint themselves with the conditions and terms affecting the performance of the Agreement if awarded. The Vendor's submission of a proposal shall be taken as prima facie evidence of compliance. Proposals should be verified before submission, as they cannot be withdrawn after their opening.
16. **TAXES:** Taxes, whether Local, State, or Federal, shall not be included in the proposal price term.
17. **DELIVERY:** All prices shall be quoted FOB destination. Destination shall be to the destination as specified by the District. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight, fuel or the packing of the said articles is to be borne by the Vendor. Vendor will be responsible for all assessorial charges associated with the shipping of goods ordered due to failure to follow above listed shipping instructions.
18. **INSPECTION OF FACILITIES – EVALUATION:** The District reserves the right to inspect the facilities of the Vendor prior to award of the contract. If the District determines that after such inspection that the Vendor is not capable of performance within the District's standards, their proposal will not be considered. The findings and decisions of the District shall be final.
19. **FOOD DEFENSE:** Vendor's distribution facility must be registered with the Food and Drug Administration and meet the requirements of the Food Safety Modernization Act (FSMA). For further information visit the FDA's official site at <http://www.fda.gov/Food/GuidanceRegulation/FSMA/default.htm>. Failure to register prior to the close of the proposal may result in the Vendor's disqualification for contract award.
20. **SAFETY AND SANITATION:** Child Nutrition Services staff will only receive product that meets all food safety and sanitation requirements, therefore Child Nutrition Services staff may at any time:
 - Inspect delivery trucks for any signs of contamination.
 - Check all expiration and best if used by dates.
 - Use thermometers to check temperatures.
 - Accept product only at acceptable temperatures.
 - Reject unacceptable items.
21. **PRODUCT RECALLS:** If a product recall is instituted on an item that has been furnished and delivered to Districts, Vendor must immediately notify the Child Nutrition Services Department with all pertinent information regarding the recall.
22. **CREDIT MEMOS:** The Vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the Child Nutrition Services Department.
23. **TERMINATION OF AGREEMENT WITHOUT CAUSE:** The District may terminate this Agreement at any time by giving the Vendor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date

of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Vendor shall be entitled to no further compensation or payment of any type from the District.

24. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION

THEREOF: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

25. PROPOSAL FORM DIRECTIONS:

- A. Vendor is to use the Pricing Sheet template provided on the accompanying proposal documents.
- B. The Pricing Sheet must accompany the completed formal proposal.
- C. Vendor is to complete requested information on Pricing Sheet.
- D. Vendor is to submit all pricing spreadsheet pages, even those without responses.
- E. The District reserves the right to purchase additional units, at various quantities, under the terms and conditions provided in this proposal.
- F. The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.

26. PROPOSAL PROTEST PROCEDURES:

- 1) **Protest Procedures:** Any proposer may file a Protest. Only those proposers who have actually submitted a proposal on the project shall have the right to file a Protest. The protest shall be received in writing by the District's Child Nutrition Services Director no later than 3:00 p.m. at the conclusion of the third (3rd) business day following the date of the proposal opening. Untimely Protests will not be reviewed by the District and will be returned to the proposer. An e-mail address shall be provided and by filing the protest, protesting proposer consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.
- 2) **Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must contain all facts, refer to the specific portion(s) of any document relied upon, and shall include copies of all documents referred to in the protest. Any grounds not set specifically forth in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the proposer whose proposal is being challenged pursuant to these procedures.
- 3) **Resolution of Controversy:** Once the Protest is received, the affected proposer will be notified of the protest and the evidence presented. If appropriate, the affected proposer will be given an opportunity to rebut the evidence and present evidence that the proposer should be allowed to perform the Work. District will issue a written decision within fifteen (15) business days of receipt of the Protest, unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest, but may do so at the option of the District, or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by District and will be copied to all parties involved in the Protest.
- 4) **Appeal:** If the protesting proposer or the affected proposer is not satisfied with the Decision, the matter may be appealed to the Deputy Superintendent, or their designee, within three (3) business days after receipt of the

District's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Foster City San Mateo School District
Child Nutrition Services
1170, Chess Drive, Foster City, CA 94404

- 1) **Appeal Review and Finality:** The Deputy Superintendent or their designee shall review the Decision on the Protest from the Child Nutrition Services Director and issue a written response to the Appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. The written decision of the Deputy Superintendent or the Hearing Officer shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.
 - 2) **Reservation of Rights to Proceed with Contract Pending Appeal:** The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in paragraph 12 if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.
 - 3) **Waiver:** The procedures and time limits set forth in this Protest procedure are mandatory and are the proposers' sole and exclusive remedy in the event of a Protest. The proposer's failure to comply with any of this Protest Procedure shall constitute a waiver of any right to pursue a Protest or in any way challenge the award, including but not limited to, any challenge pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
- 27. PROVISION BUY AMERICAN:** Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Upon request, Vendors shall provide certification of the origin of food products.
- 28. LIMITATIONS:** The District shall not be obligated to accept the lowest priced proposal, but will be evaluating proposals with the intent of awarding to responsible distributor(s). The District reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the District. The District may take into account the performance of the proposer with respect to any recent contract(s) with other school districts. The District, however, reserves the right to reject any one or all proposals, to waive any informality in the proposals, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the best proposal meeting all the criteria specified in the proposal and is in the best interest of the District. This RFP is not an offer by the District to contract with any party responding to this RFP. The District makes no guarantee that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The District shall, in no event, be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the services contract, if at all, is at the sole discretion of the District.
- 29. RESTRICTIONS ON LOBBYING AND CONTACT:** From the period beginning with the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting a response to this RFP, 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 RFP, the evaluation or selection process and/or the award of the contract with any member of the District, Board of Trustees, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.

30. **FUEL SURCHARGES:** Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.
31. **ORDER CONDITIONS/DELIVERY MINIMUMS:** The District shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.
32. **VEHICLE DELIVERY CONDITIONS:** All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection. Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures. Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 40°F or lower. Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings. Any product that fails to be delivered within these parameters will be rejected.
33. **PRODUCT QUALITY CONTROL:** The District reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor in default. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Distributor's plant is located or by the applicable federal standards, whichever is higher. Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of San Mateo or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher. Distributor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. Products received shall not have a shelf life or expiration date less than one month from the date of delivery. Distributor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. In the event of product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin. **Evidence of such procedures should be submitted with proposal (HACCP Plan, Food Security and Safety Program and Pest Control Policy)**
34. **INFERIOR PRODUCT:** The Distributor agrees to permit inspection of the delivered items by a representative of the District with the right of rejection of inferior merchandise. The decision of the District shall be final.
35. **PACKAGING:** Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

- 36. NUTRITIONAL INFORMATION AND LABELING:** In order to accommodate the computerized menu system utilized by the District, the successful Distributor shall be required to provide a complete nutrient analysis of some products, as requested by the District. The nutrient information may be obtained from an independent laboratory. The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg).
- 37. ALL PROCESSED FOODS SHOULD NOT CONTAIN ANY ARTIFICIAL TRANS FAT:** All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, sesame or soybeans. Distributor shall notify the District whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the District's Child Nutrition Services Department.
- 38. DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS:** Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer's products and code numbers as requested by the District unless prior approval has been received to deliver alternate products. The District will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case. If the desired product is absolutely not available for any reason, the District shall be notified **at least 10 days in advance**. The District shall be given options of a product that is of the same or higher quality **at the same cost**. Authorization of a substitute product shall be at the sole discretion of the District. When substitutions do occur, Distributor shall adjust ordering quantity to meet original orders and provide nutritional statements and ingredient listings of the replacement product. The Distributor must provide the specified product or an acceptable substitute, as determined by the District. If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the District for the full value of all of the identified meals, as determined by the National School Lunch Program, School Breakfast Program or other USDA Nutrition Programs. Financial restitution shall be made within 60 days of written request by the District.
- 39. DELIVERIES:** Deliveries will be made at as follows:
- Delivery Address:* San Mateo Foster City School District Warehouse
1146 19th Ave, San Mateo, CA 94403, USA
- Delivery Frequency:* Daily
- Delivery Timeframe:* 6:00 a.m. – 7:00 a.m.
9:00 a.m. – 11:00 a.m.

The successful vendor will make mutually acceptable delivery time options available for the District. The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. Once a mutually agreed upon delivery schedule is established between the Distributor and the District, timely delivery of all orders is expected. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption to service. If, at any time, a delivery cannot be made the Vendor must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Vendor's expense. Frequent occurrences may result in cancellation of the Contract. The Distributor must guarantee a 90% fill rate for all orders. For any order, if the proposer is unable to perform under the terms of the Contract, or if it fails to deliver any items ordered within the prescribed timelines, the District reserves the right to cancel any order(s) or purchase the item(s) on the open market, and to

request and receive payment from the proposer for the difference between the contract price and the price the District pays on the open market.

- All milk shall be fresh and in clean containers at the time of delivery. Milk shall be delivered a minimum of 12 working days prior to the code date indicated on the carton. Bad tasting or sour smelling milk shall be replaced immediately upon notification.
- Milk shall be delivered unwrapped with no plastic.
- Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures. All perishable products must be delivered by refrigerated trucks whereby the temperature of all products is continuously held and received by the district between 35° and 38° Fahrenheit.
- Half-pint milk crates should not exceed a gross weight of 38 pounds.
- Milk will be stored in the Central kitchen milk cooler or other designated refrigeration unit by the delivery person. At the time of each delivery, older milk should be rotated to the top of the milk delivered that day.
- Invoice ticket must be left for employee to verify delivery and report complete or any discrepancies to be credited upon arrival to the site.
- All unsold milk will be picked up each afternoon preceding a vacation, and credit given for same. Neither credited nor spoiled milk can be disposed of in district trash cans. Vacations include but are not limited to Thanksgiving Break, Winter Break, Spring Break and Summer Break. School schedule will be provided at time of the RFP award.
- A duplicate of the signed invoice ticket shall be left at each location at the time of the delivery. An itemized monthly statement showing each delivery location must be sent to District's Child Nutrition Services Department. Quantities, item descriptions, unit prices and extended amounts must be shown on each invoice; this shall apply to all credits. The person receiving shall sign invoices and credits.

40. ACCOUNTING: Invoices will be furnished in triplicate and include delivery site, product name, quantity, unit size, and unit price. The original copy is to be kept by the Distributor. The original invoice must be signed by the individual receiving the product and two copies are to be left for the Child Nutrition Services lead or designee. An invoice signed by the Child Nutrition Services lead or designee is required in order for the invoice to be processed for payment. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner. Statements for all goods purchased within a calendar month shall be made available. Statements should be sent by the 5th of the month following the month of purchase. The payment terms of this contract shall be "Net 45 days" unless otherwise indicated below. All invoices are due and payable within 45 days from the "invoice date" or date of delivery. The Distributor will list all discounts and payment options available on the Proposal Worksheet if terms other than "Net 45 days" are offered.

41. RIGHT TO AUDIT: The Distributor shall submit to third party audits and/or inspections initiated by the District during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Distributors must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

- 42. SAFETY AND SECURITY:** The Distributor shall comply with all District security regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (Cal Code). Distributor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the District.
- 43. NON-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code, Section 12900, and Labor Code, Section 1735 and the American with Disabilities Act, 42 USC and 12101 et. Seq.
- 44. HOLD-HARMLESS CLAUSE:** To the fullest extent permitted by law, the Distributor agrees to indemnify, defend and hold the District entirely harmless from all liability arising out of: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Distributor's employees or Distributor's subcontractor employees arising out of Distributors work under this proposal; and Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Distributor, or any person, firm or corporation employed by the Distributor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Distributors work under this proposal, including injury or damage either on or off the property of the District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the District. The Distributor, at the Distributor's own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, their officers, agents or employees in any action, suit or other proceedings as a result thereof.
- 45. ATTORNEYS' FEES:** In the event of any dispute between the District, and Contractor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.

GENERAL CONDITIONS

- 1. AWARD OF AGREEMENT:** The award of this RFP will be made to a single responsive and responsible bidder whose proposal is determined to be the Best Value to the District, according to the evaluation criteria on page 20.
The District reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals or the bidding, and to make its selection of items awarded based upon its specifications, or which are most economical and/or best suited for the purpose of acceptance for sixty (60) calendar days after the proposal opening date.
The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals. Manufacturers' names, trade names, model and catalog

number used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Products submitted as "equal" to the District's specifications will be evaluated, and not necessarily accept the lowest price offered.

The District further reserves the right to not necessarily purchase all items and/or quantities listed in the proposal documents. The quantities listed are estimates of the needs of the District and may be adjusted to meet the actual needs, when determined. The District reserves the right to reject any and all proposals without explanation or recourse and to negotiate with the companies submitting a proposal. The District further reserves the right to contract the work with whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:

- a. After the opening of proposals, an RFP review committee representing the District will score the proposals based on the evaluation criteria.
- b. The committee may investigate the qualifications of any bidder/vendor under consideration, require confirmation of information furnished by a bidder/vendor, and require additional information and/or evidence of qualifications to perform the services described in the RFP. The committee shall have the right to inspect the distribution facility or facilities and equipment to be utilized by the interviewed vendor.
- c. The Committee will make a recommendation to the San Mateo Foster City School District Board of Education. The District as a whole will be the sole judge of merit and not necessarily accept the lowest price offered. San Mateo Foster City School District will issue an Intent to Award Letter to the successful proposer. The award will be formally made in a timely manner.

2. **FORMATION OF CONTRACT:** A signed and submitted Proposal constitutes an offer to Contract with the San Mateo Foster City School District to provide the goods and/or perform the services specified in this RFP, thus eliminating the need for the formal signing of a separate contract. An RFP does not become a contract unless and until it is accepted by the San Mateo Foster City School District after approval by the San Mateo Foster City School District Board of Trustees. **No Vendor shall obtain any interests or rights in any award until the District issues Purchase Orders in the name of the vendor(s).** San Mateo Foster City School District does not sign Vendor contract forms. In the event that the District awards a project to Vendor and Vendor requests changes to the District's standard Contract form, the District reserves the right to cancel the award and re-award the project to an alternate Vendor.
3. **PRICING:** Proposed pricing will be offered as single delivery site. The District Estimated Usage and Pricing Worksheet (bid pricing form) will be provided to prospective bidders at time bid packet is received. The file will be posted on-line at smfcsd.net and can be e-mailed to prospective bidders upon e-mail request to Fran Debost, fdebost@smfc.k12.ca.us. The file must be submitted on a media storage device, accessible (unprotected Excel file) by the District, with the complete bid packet. A signed printed original hard copy of the Excel file of the bid pricing form must be provided. The hard copy will serve as the official document for submitted pricing. The hard copy will supersede the Excel file.
4. **SAMPLE REQUESTS:** For evaluation purposes, samples may be requested from any Proposer. Samples shall be provided at no charge. Items marked on the Estimated Usage and Pricing Worksheet as "sample required" must be submitted by 10:00 AM, on Wednesday May 22, 2023. Samples should be submitted to Fran Debost, San Mateo Foster City School District, 1140 Chess Drive, CA 94404. Clearly identify which line item the sample is being provided for. The San Mateo Foster City School District reserves the right to consume samples for testing purposes and will not return them.

5. **PLACEMENT OF ORDERS & LEAD TIME:** Orders shall be issued directly to the vendor by the District, commencing from proposal award (July 1, 2023 through June 30, 2024). Ordering and lead time procedures will be mutually agreed upon between vendor and district, but not to exceed 14 calendar days.
6. **ORDER LIABILITY:** Any liability created by an order issued against this agreement shall be the sole responsibility of the District.
7. **DISCOUNTS :** The vendor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.
8. **GOVERNING LAW AND VENUE:** In the event of litigation, all documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Mateo County.
9. **INSURANCE:** Without limiting vendor's indemnification of the District, Vendors shall provide and maintain at its own expense during the term of the resulting contract, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the District and evidence of such program(s) satisfactory to the District shall be delivered to the District on or before the effective date of Contract. Such evidence shall specifically identify the contract and shall contain express conditions that the District is to be given at least thirty (30) days written notice in advance of any modification or cancellation of any policy of insurance.

A) Liability

Such insurance shall be primary to and not contributing with any other insurance maintained by the District, and shall name San Mateo Foster City School District as an individual insured, and shall include but not be limited to:

1) Comprehensive General Liability Insurance

Endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of \$2,000,000.00 per occurrence.

2) Comprehensive Automobile Liability

Endorsed for all owned and non-owned vehicles with a combined single limit of \$2,000,000.00 per occurrence.

B) Worker's Compensation

A program of Worker's Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services on behalf of vendor and all risks to such persons under this contract

C) Product Liability

Vendor must maintain liability insurance including extended coverage for product liability in an amount not less than two million dollars (\$2,000,000.00) combined single limit and provide each participating district with a certificate evidencing insured and specifying that coverage shall not be canceled or modified without 30 days prior notice

10. **CAL-OSHA:** The Vendor certifies by delivery, that all items furnished under this Agreement meet or exceed applicable CAL-OSHA Codes.

11. DEFAULT: the District may, by written notice of default to the Vendor, terminate the whole or any part of their order under this Agreement if:

A. The Vendor fails to make delivery within the time specified herein.

OR

B. The products received are of inferior quality and not the same as specified or shown at the sampling. These items shall be returned at the seller's cost. Seller shall arrange for pick up after written notification by the District. Seller shall be responsible for cost of replacement if purchaser deems it necessary to procure suitable substitute items from supplier other than original seller. Purchaser may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

OR

C. If the successful Vendor fails or neglects to furnish or deliver any equipment, products, materials or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this proposal document in its entirety, the District reserves the right to purchase the items herein specified from another vendor, after providing the vendor with a three (3) calendar day – (72 hours), or mutually agreed upon cure period. All additional costs or expenses incurred by reason of the failure of the successful Vendor, as above stated, shall be paid by such Vendor and his sureties, if any. The price paid by the District shall be considered the prevailing market price at the time such purchase is made. The Vendor shall not be liable for any excess cost if the failure to perform under this Agreement arises out of causes beyond their control. Such causes may include, but are not restricted to: acts of God or the public enemy, acts of the Government, acts of any of the Districts or anyone employed by them, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases are excluded from this section. The Vendor shall be required to deliver all supplies or services under this Agreement, which are not terminated.

12. DETERMINATION OF APPLICABILITY OF EMPLOYEE FINGERPRINT REQUIREMENTS OF CONTRACTORS AND INDEPENDENT CONTRACT CONSULTANTS:

Background

Pursuant to Education Code Section 45125.1, it is necessary to the District to determine whether a contractor of independent contract consultant must have its employees fingerprinted and screened for criminal records.

There are two bases for exemption:

1. Emergency Contacts – Exempt

Subsection (b) states that Section 45125.1 shall not apply to a contractor of independent contract consultant providing services to the District in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repair are needed to make school facilities safe and habitable.

2. Limited Pupil Contact – Exempt

Subsection (c) states that Section 45125.1 shall not apply when the District determines that the employees of the entity or the independent contract consultant will have limited contact with pupils.

In determining whether a contract employee or independent contract consultant has limited contact with pupils, the site, program, or project manager shall consider the totality of the circumstances, including factors such as the length of time the contractor or independent contract consultant will be on school grounds, whether pupils in the proximity of the site the contractor/independent contract consultant will be working, and whether the contractor's employees/independent contract consultant will be working by themselves or with others.

In all cases, the site, program, project administrator SHALL take appropriate steps to protect the safety of any pupils that may come in contact with these individuals.

The District has made an initial determination that the infrequent delivery requirements of short duration to meet the terms of this contract are such that supplier access to pupils will be limited and unnecessary. Accordingly, employee fingerprinting and background check for criminal records will be at the discretion of the District unless

and until such time as an incident involving supplier employee(s) making deliveries to the District sites have been cleared by the California Department of Justice regarding background check.

By accepting the award of this bid, the successful supplier agrees to the terms outlined herein and will take such action as is necessary to insure the supplier employee(s) have no direct contact with students at the delivery sites. Failure to comply with this requirement will be satisfactory cause for cancellation of the contract.

13. EXCUSE FOR NONPERFORMANCE – FORCE MAJEURE CLAUSE:

The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the party not performing.

14. PERFORMANCE BOND:

On May 5, 2016, the U.S. Department of Agriculture (USDA) issued Policy Memorandum SP 35-2016: This memo clarifies that the bonding requirements in 2 *CFR*, Section 200.325 apply only to subcontracts of construction or facility improvement contracts exceeding the Simplified Acquisition Threshold.

15. PREVAILING LAW:

In the event of any conflict or ambiguity between **a)** the Instructions and Information for Proposers, Instructions for Submitting Proposals, General Conditions, Specifications, Agreement, or any other document forming a part of this Request for Proposals, and **b)** state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law

16. ENERGY POLICY AND CONSERVATION ACT: Vendor will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.

17. INDEPENDENT CONTRACTORS: While providing the items included herein, the Vendor is an independent contractor and not officer, employee, or agent of the District.

18. ASSIGNMENT OF THE AGREEMENT: No agreement awarded under this proposal shall be assigned without the prior written approval of the District.

19. LIABILITY/COPYRIGHT: The proposer shall hold any District, its officers, agents, servants and employees harmless from liability or any nature of kind whatsoever on account of use by the publisher or author, manufacturer, or agent, or any copyrighted composition, secret process, patented or unpatented invention, or appliance furnished or used under this bid.

20. DELIVERY: All prices shall be quoted FOB destination. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight, fuel or the packing of the said articles is to be borne by the Vendor.

21. QUANTITIES: Quantities shown are estimated usages of the District for the proposal period. The district reserves the right to purchase more or less of the units specified. The District will order in quantities best suited to the District's needs and storage facilities. Price proposals shall be firm and shall not increase or include

shipping or any additional handling fees for ordering in small quantities. (These quantities are not guaranteed by the District but are included for information.)

22. CERTIFICATIONS:

- a. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.
- b. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:
 - Section 306 of Clean Air Act (42 U.S.C. 1847[h]): <http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>
 - Section 508 of the Clean Water Act (33 U.S.C. 1368): <http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>
 - Executive Order 11738: <http://www.epa.gov/isdc/eo11738.htm>
 - Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPA's List of Violating Facilities
- c. **Debarment Certification**
The USDA Certification Regarding Debarment must accompany this proposal and each subsequent additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- d. **Lobbying**
The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 *CFR* Part 3018) must accompany this proposal and each additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- e. **Energy Policy and Conservation Act:** <http://legcounsel.house.gov/Comps/EPCA.pdf>.
the VENDOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.
- f. **Contract Work Hours and Safety Standards Act Compliance:** <http://www.dol.gov/compliance/laws/comp-cwhssa.htm>. In performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act

EVALUATION AND AWARD

TECHNICAL AND PRICE EVALUATION FOR RESPONSIVE VENDORS

PROPOSAL EVALUATION CRITERIA

Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by the RFP review committee of the District. "Minimum qualifications" shall mean: complete proposals meeting all RFP instructions and conditions, received by the due date and time. Each proposal will be scored on a scale of 1 to 130.

1. **SMALL BUSINESS AND MINORITY, WOMAN, AND DISABLED VETERAN BUSINESS ENTERPRISE (MWDVBE):** (5 points) SMFCSD encourages minority, women and disabled veteran owned business enterprises to participate in the RFP based upon their capacity to perform and be successful.
2. **Customer Service & References:** (25 points) Vendors should demonstrate their ability to promptly respond to request for information, to resolve complaints and issues, and to provide timely and accurate delivery. Bidder's customer service staff should be easily accessible for inquiries or issues. Bidder should be able to provide marketing strategies to assist the District in promoting school meal programs.
3. **Experience, Competence, Responsiveness:** (20 points) Vendors should be able to provide state-of-the-art technology in order to provide services including data collection, customized reports, trend analysis, information sharing, real-time reporting, and complete traceability of product. Bidder should demonstrate substantial and recent experience in providing the products to California public schools. Bidder should provide an efficient supply-chain management system to ensure timely and accurate delivery and flexibility to address changes in needs of the District.
4. **Responsibility and Business Sustainability:** (20 points) Vendors should have an integrated operation including evidences that the proposing firm will continue to operate successfully throughout the term of any Perishable Contract it accepts. Bidder should have a robust level of financial capability sufficient to handle contracts as large as any Perishable Contract is likely to be and on a multi-year basis. Bidder should show evidence of an integrated system to ensure food-safety and social responsibility, for example, to provide economic opportunity for the Bay Area County residents and businesses and stimulate economic development in the local area.
5. **Food Safety - HACCP Plan and Plant Security (10 points):** Vendors should be able to provide a HACCP plan for their operation
6. **Cost:** (50 points) Vendors should complete the District Estimated Usage and Pricing worksheet thoroughly and in a manner to ensure transparency of the elements of the cost structure so that it can be easily understood, explained, and audited.

(Vendors must reach a minimum of 60 points before being eligible to move to the cost portion of the Score Card)

Each proposal will be evaluated based on criteria and priorities defined by the District, with specific attention to those features, functional and technical aspects noted for each section. The District's evaluation panel will award a contract based on the prospective vendor submission that best meets the needs of the District with regard to the RFP specifications contained herein. Presentations/Interviews (if needed) may be requested by the evaluation panel. Vendors are advised that award may be made without interviews or further discussion. If presentations/interviews are needed, potential proposers will receive notification to interview with an evaluation panel.

Each proposal will be evaluated based on criteria and priorities defined by the District, with specific attention to those features, functional and technical aspects noted for each section. The District's evaluation panel will award a contract based on the prospective vendor submission that best meets the needs of the District with regard to the RFP specifications contained herein.

A bidder must be able to deliver the items within the required delivery date in order to be declared responsive to this bid. The District reserves the right to make no award at all, reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

Unsolicited services or incentives offered as part of the Proposal response will NOT be evaluated or considered in the award process.

GEOGRAPHIC PREFERENCES: San Mateo Foster City School District may not apply geographic preferences in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by the District in a Child Nutrition Program. See 2 C.F.R. § 200.319.

CONFLICT OF INTEREST: No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. See 2 C.F.R. § 200.318(c) (1). San Mateo Foster City School District officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. San Mateo Foster City School District maintains written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NON-EXCLUSIVITY AND MULTIPLE AWARDS: Any Contract resulting from this RFP is non-exclusive. San Mateo Foster City School District/District reserves the right to make no awards or award one or more Contracts, in part or in whole, to a single Vendor or to multiple Vendors.

DISQUALIFICATION: Vendors may be disqualified before or after the District opens proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to the District. Non-Responsive Proposals and deviations/exceptions stipulated in Vendor's response may also result in disqualification.

SMALL BUSINESS AND MINORITY, WOMAN, AND DISABLED VETERAN BUSINESS

ENTERPRISE (MWDVBE): The District in an effort to encourage minority, women and disabled veteran owned businesses enterprises to participate in the District RFP and submit proposals based upon their capacity to perform and be successful, this project may be awarded to more than one Vendor if it is in the best interest of the District to do so. MWDVBE must submit documentation of qualification as outlined in Public Contract Code (PCC) Division 2. Part 1., Chapter 2., **Responsive Bidders.**

- A) Further information can be found at the following PCC web sites.
http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=1.&chapter=2.&article=
- B) Certification for Small Business and Disabled Veteran Business Enterprise Services is located at the following California website,
<http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>

San Mateo Foster City School District
1170 Chess Drive, Foster City, CA 94404
Request for Proposal **CNS 03-24**

Dairy and Services
Submit RFP by **Monday May 8, 2023 at 1:00 p.m.**

Request for Proposal Signature Page

This Request for Proposal (RFP) is for **DAIRY PRODUCTS AND SERVICES** for the San Mateo Foster City School District.

Before submitting a proposal, please read the Instructions, Required Proposal Documents, and Contract Agreement and thoroughly acquaint yourself with the project. Submit all proposals in a sealed envelope showing the Company Name, RFP Name & Number, Submission Due Date, and Time. Bids must reach the San Mateo Foster City School District Child Nutrition Services Department, at the address listed above by the time and date listed above. Follow the Required Proposal Documents Checklist to assist with ensuring a complete bid package.

Questions and answers to the questions submitted by vendors will be published in an Addendum released by 5:00 PM on May 1, 2023.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signed By: _____

Printed Name of Signor above: _____

Title: _____ Date: _____

Company Name: _____

Mailing Address: _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

E-Mail Address: _____

VENDOR QUESTIONNAIRE

SMFCSD Child Nutrition Services
Request for Proposal RFP CNS 03-24

Please complete this questionnaire and submit with your proposal. Attach additional sheets if needed.
(Evaluation criteria: A = Cost, B = Customer Service & References, C = Experience & Competence, D = Sustainability)

1. Will you be able to meet the specified delivery timeframe? Please Circle YES or NO (B)
2. Will you be able to provide delivery every day? (B) Please Circle YES or NO (B)
3. Do you have minimums for deliveries? Please Circle YES or NO (B)
If YES please state your minimum delivery amounts (dollar amount, case quantity, etc.)
4. How many delivery trucks do you have? (B)
5. What is your procedure for notifying customers of shortages and /or substitutions? (B)
6. What is your procedure for notifying customers of a product recall? (B)
7. Has your firm backed out of distribution contract to a school district mid-year within the last 18 months? If so, please explain. (D)
8. Has your firm resigned or been replaced at the will of a district during the school year within the last 18 months? If so, explain. (D)
9. What is the lead time you require for orders that ensures a 90% fill rate? Can District order on-line? (B)
10. What is your company's "fill rate" to your customers? Please explain how you calculate this fill

rate. What provisions does your firm take to achieve a high level of execution? (B)

11. How will emergency deliveries (deliveries not on a scheduled date) be handled? (B)
12. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (B)
13. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports? (C)
14. What is the current make up of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration and freezer units on these delivery vehicles. Please describe your vehicle preventative maintenance program. (C)
15. How does your company assist school district if a storage area is unavailable (i.e., freezer goes down, warehouse fire, etc.) and the district ask for assistance? (C)
16. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? (B)
17. What is your procedure to bring in new products for District? (C)
18. Do you offer a percentage discount for early payment? If yes, please state terms for discount. (A)
19. Will you give a District a discount if they reach a certain dollar value per drop? (A)

No _____

Yes _____ If yes, what does the dollar drop need to be? _____

If yes, what % discount will apply? _____ . If you answered yes, this discount will apply to all drops that exceed the dollar value listed above.

20. How many years has your company been in the K-12 Nutrition Services business? How would you describe your company's financial stability? (D)

Firm Title _____ Signature _____

Phone#: _____ Name (Printed) _____

Fax#: _____ E-Mail address _____

Appendix A – District Estimated Usage and Pricing Worksheet

This document is a separate excel worksheet also located on the San Mateo Foster City School District website <http://www.smfcsd.org> . Please note that the worksheet includes 2 tabs, one for food items and one for food supplies.

You may also request a copy of the Excel file by e-mail at fdebost@smfc.k12.ca.us.

Return completed document in Excel format:

- on data storage device; data storage device will not be returned
- on paper signed by an authorized company representative

San Mateo Foster City School District

1170 Chess Drive
Foster City, CA 94404

PROPOSER REFERENCES AND RESPONSIBILITY INFORMATION

1. The District expressly reserves the right to reject the proposal of any proposer who, upon investigation, has been determined to fail to complete similar Contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the proposer is “non-responsible” and poses a substantial risk of being unable to provide moving and storage to complete the work in a cost-effective, professional and timely manner.
2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the proposer has previously supplied material to or performed work, reference checks and examination of all public records.
3. The proposer must also demonstrate knowledge of school purchasing and business techniques and should possess a working ability and experience in providing similar material to a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact and scope of work of at least three (3) customers served within the past three (3) years with requirements similar to the needs of the San Mateo Foster City School District.
4. **FAILURE TO FURNISH THE REFERENCES (*IN THE COMPLETE FORMAT REQUIRED*) MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.**
5. **EXAMPLE:** Your references should be listed in the following format (facts are example only)
 - (a) X Y Z School District
 - (b) 999 Holly Drive, FOSTER CITY, CA 94000
 - (b) B. Johnson-Nutrition Services Title
 - (c) Phone # (222) 123-4567
 - (d) XXX number of deliveries per year

DISTRICT REFERENCES

The SAN MATEO FOSTER CITY SCHOOL DISTRICT requires that the successful Vendor meet the following minimum requirements:

- In business for minimum of 5 years
- Must maintain a warehouse/distribution center no less than 50,000 sq. ft. within a 250-mile radius of the delivery points of the District
- Have three current school district references

Please provide three current school district references:

A. School District: _____
Address: _____
Contact Person: _____
Telephone Number _____
Email address _____
Number of Deliveries per year: _____

B. School District: _____
Address: _____
Contact Person: _____
Telephone Number _____
Email address _____
Number of Deliveries per year: _____

C. School District: _____
Address: _____
Contact Person: _____
Telephone Number _____
Email address _____
Number of Deliveries per year: _____

Name of Preparer _____ Title _____

Signature of Preparer Date

By signing this form, you are verifying that your company meets the requirements stated above

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH PROPOSAL**

(Public Contract Code section 7106)

(Amended by Stats. 2011, Ch. 432, Sec. 37. Effective January 1, 2012.)

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal.

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

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

(Signature of Officer)

(Typed Name of Officer)

(Office)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ [date], at _____ [city], _____ [state].

EQUAL OPPORTUNITY EMPLOYMENT

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that _____

_____(Company)

is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: _____

CONTRACTOR

By: _____

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by 1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and 2) potential or existing contractors/vendors as part of an original proposal, 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 Nutrition Services Management or Nutrition Services Consulting Company: (Vendor) _____		
Printed Name and Title: _____	Signature: _____	Date: _____
Name of School Food Authority:	Agreement Number:	

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	2. Status of Federal Action: <input type="checkbox"/> Proposal/offer/application <input type="checkbox"/> Initial award <input type="checkbox"/> Post-award	Report Type: <input type="checkbox"/> Initial filing <input type="checkbox"/> Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime _____ Subawardee Tier _____, if known Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply): \$ _____ actual planned	12. Type of Payment (check all that apply): <input type="checkbox"/> Retainer <input type="checkbox"/> One-time fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other; specify: _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> Cash <input type="checkbox"/> In-kind; specify: <input type="checkbox"/> Nature _____ <input type="checkbox"/> Value _____		
14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No		

<p>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.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: (_____) _____</p> <p>Date: _____</p>
<p>Federal Use Only:</p>	<p>Authorized for local reproduction Standard Form - LLL</p>

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Proposal (RFP) 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

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 proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year. (Includes Nutrition Services Management and Nutrition Services Consulting Contracts.)

<p align="center">Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions</p>

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):

Company Name

Address

Printed Name

Title

Signature

Date

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

INSTRUCTIONS FOR CERTIFICATION

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

IRAN CONTRACTING ACT

**CERTIFICATION OF ELIGIBILITY TO PROPOSAL 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 proposal 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 proposal 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 proposal 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.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

OPTION #2 – EXEMPTION

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

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

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

**CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE**

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

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

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

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

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

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

DATE: _____

CONTRACTOR

By: _____
Signature

**CONTRACTOR’S CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all time

DATE: _____

CONTRACTOR

By: _____
Signature

Contractor's Certificate Regarding Worker's Compensation

(To be executed by Vendor and Submitted with Proposal)

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 in one or more insurers duly authorized to write compensation insurance in this State.

- (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 worker's 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 work of this contract.

Signature of Authorized Representative

Type Name of Above

Title of Authorized Representative

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

Clean Air and Water Certification

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt.

Name of Vendor Company

THE VENDOR AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Nutrition Services Management Company.

Authorized Representative

Title

Date

FINGERPRINT CLEARANCE CERTIFICATION

Bidder hereby certifies to the District's governing board, under perjury of law, that it has completed the background check requirements of California Education Code Section 45125.1 and that none of its employees that may come in contact with District students have been convicted of a violent felony listed in California Penal Code Section 667.5(c) or a serious felony listed in California Penal Code Section 1192.7(c).

Bidder _____
(Type or Print Complete Legal Name of Company)

By _____ (Signature) _____ (Date)

Name _____
(Type or Print)

Title _____

U.S. Department of Agriculture Nondiscrimination Statement

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

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

(2) fax: (833) 256-1665 or (202) 690-7442; or

(3) email: Program.Intake@usda.gov

This institution is an equal opportunity provider.

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