ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

REQUEST FOR PROPOSAL
RFP#2023-CNS03
Grocery and Fresh Bakery Products

Submit proposals and all questions/inquiries to:

Alum Rock Union Elementary School District
Child Nutrition Services Department
2930 Gay Avenue
San Jose, CA 95127

Denisse B. Mendez, Director
Office: 408-928-6905
denisse.mendez@arusd.org

Proposals Due:
May 22, 2023 at 3:00 PM PST

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY THE APPLICABLE STATE AND FEDERAL LAWS.

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RFP SCHEDULE OF EVENTS

Date	Event
May 8, 2023	Release and advertisement of RFP#2023-CNS03
May 11, 2023	Pre-Bid Conference
May 15, 2023	Deadline for submission of written questions to the District concerning RFP#2023-CNS03
May 22, 2023	Deadline for all submissions of RFP # 2023-CNS03
May 22, 2023	Opening of Proposals
May 23, 2023	Evaluation of Proposals
May 25, 2023	Vendor Interviews (if necessary)
May 30, 2023	Estimated date of RFP Award Notification/s sent out
June 22, 2023	Estimated date of approval and award by the Board of Trustees
July 3, 2023	Contract Start Date

ARUSD will use every effort to adhere to the schedule. However, ARUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at https://www.arusd.org/district/departments/business-services/child-nutrition-services/2023-2024-requisition-for-proposals.

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

Denisse B. Mendez
Director of Child Nutrition Services
denisse.mendez@arusd.org

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

NOTICE TO BIDDERS
REQUEST FOR PROPOSAL #2023-CNS03

The Alum Rock Union Elementary School District will receive a sealed Request for Proposal (RFP) from providers of commercial food products and services for the District's Child Nutrition Program.

Sealed Bids must be received prior to **May 22, 2023 at 3:00 PM PST**

Provider to submit:
(1) Hardcopy Proposal & (1) USB - Electronic RFP version

Sealed Proposal packages shall be delivered to the **Child Nutrition Services Department** no later than **May 22, 2023 at 3:00 PM PST.**

Electronic version Proposals will be submitted with the following sections saved as separate files. and clearly labeled.

1. HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
2. Item List (filled out) in spreadsheet format.
3. Item List in PDF format
4. Completed questionnaire
5. The remaining portions of the proposal may be saved as one file. Items 1-4 may be included in this file, but must be saved separately under their own file names as well.

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA 95127, between the hours of 8:00am - 3:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered. RFPs received later than the designated time, and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal **will not be accepted.** The District can request the price sheet attachment in Excel format.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder accepting the terms of the RFP. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Child Nutrition Services
2930 Gay Avenue
San Jose, California 95127
Telephone (408) 928-6903

REQUEST FOR PROPOSAL (RFP)- COVER SHEET

Grocery and Fresh Bakery Products

REQUEST FOR PROPOSAL #2023-CNS03

This is a request for proposal (RFP) for Grocery and Fresh Bakery Products (RFP #2023-CNS03) for the Alum Rock Union Elementary School District 2023-2024 school year. An RFP packet may be obtained from the Child Nutrition Services Department website or by calling 408-928-6905 or emailing Denisse Mendez at denisse.mendez@arusd.org. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

MAIL PROPOSAL TO:

The RFP shall be mailed to the attention of:

Alum Rock Union Elementary School District
Child Nutrition Services Department, BLDG #500
2930 Gay Avenue, San Jose CA 95127
ATTN: Denisse B. Mendez
Grocery and Fresh Bakery Products (RFP #2023-CNS03)

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, audiotape, 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 (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;

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

3. email: program.intake@usda.gov

This institution is an equal opportunity provider.

PROPOSAL SUBMISSION CHECKLIST - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name:_____

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- □ Proposal Submission Checklist (Attachment 1, this form)
- □ Request for Proposal Signature Page (Attachment 2)
- □ Evaluation Criteria (Attachment 3)
- □ Food Tasting Scorecard - (Attachment 4)
- □ Vendor Questionnaire (Attachment 5)
- □ References with at least 5 References (Attachment 6)
- □ Non Collusion Affidavit (Attachment 7)
- □ Bidder's Statement Regarding Insurance Coverage (Attachment 8)
- □ Worker's Compensation Insurance Certification Form (Attachment 9)
- □ Drug Free Workplace Certification (Attachment 10)
- □ Equal Opportunity Employment (Attachment 11)
- □ Fingerprint Clearance/Criminal Background Investigation (Attachment 12)
- □ Suspension and Debarment Certification (Attachment 13)
- □ Certification Regarding Lobbying (Attachment 14)
- □ Iran Contracting Act of 2010 Compliance Affidavit (Attachment 15)
- □ Certificate Regarding Alcoholic Beverage and Tobacco Free Policy (Attachment 16)
- □ Clean Air and Water Certification (Attachment 17)
- □ Itemized Bid List (Attachment 18)
- □ Buy American Certification Form (Attachment 19)
- □ China Prohibition Certification (Attachment 20)
- □ Itemized Bid List (Attachment 21)
- □ Statement of Pricing (Include in your proposal)
- □ HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
- □ Addenda

General Terms and Conditions

1. **GENERAL** - This information to bidders is in addition to any instructions or conditions in the contract document. Companies interested in proposing should request appropriate documents from Denisse B. Mendez at the address listed below, email ***denisse.mendez@arusd.org*** or for document assistance, call Denisse B. Mendez at (408) 928-6905.

2. **RFPS** - To receive consideration, Proposals shall be made per the following instructions. The Alum Rock Union Elementary School District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service delays or mistaken delivery. All bidders will be responsible for obtaining any addendums or amendments to the RFP. Questions or comments regarding this RFP must be written and received by the Alum Rock Union Elementary School District – Attention – Denisse B. Mendez no later than 3:00 pm May 22, 2023. E-mail questions to ***denisse.mendez@arusd.org***. The Alum Rock Union School District shall not be obligated to answer any questions received after the above-specified deadline or any inquiries submitted in a manner other than those instructed above.

3. **INFORMATION ABOUT THE DISTRICT** - The District is located in Santa Clara County and has an estimated student enrollment for the 2023 - 2024 school year of approximately 7,500 students. The District has 6 delivery sites. The District is seeking Proposals from qualified companies to procure and deliver products. This RFP defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.

   The District is seeking to:
   1. Ensure that students are receiving high quality Grocery products,
   2. Purchase high quality Grocery products at the best possible price,
   3. Offer more Grocery products that include locally grown ingredients, and those that support Socially Disadvantaged Farmers when possible,
   4. Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing Grocery products,
   5. Partner with a Grocery vendor that will provide excellent customer service.

4. **DEADLINE FOR RECEIPT OF RFPS** - RFPs must be received before 3:00:00 p.m. on May 8, 2023, after which the Proposals that have been received will be publicly read out, which vendors can attend virtually via Zoom. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. Envelopes containing a Proposal and USB electronic copy must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date, and name of the bidder, and submitted to:

Alum Rock Union Elementary School District
Child Nutrition Services
Attn: Denisse B. Mendez
2930 Gay Avenue
San Jose, CA 95127

- It is the Vendor's responsibility to ensure that the Proposal is submitted on time and to the authorized agent. Any Proposal received after the scheduled closing time for receipt will not be accepted and will be returned unopened.
- The Alum Rock Union Elementary School District reserves the right to reject any proposal and to waive any formality or irregularities in the Proposals.
- Questions regarding the RFP and RFP documents will only be accepted if submitted in writing. Submit questions to Denisse B. Mendez by email: denisse.mendez@arusd.org or fax: (408) 928-6413. To receive consideration, RFPs/Proposals shall be made by the following terms:

5. **THE RFP** - All items on the form should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Original signatures are required on the RFP. The company representative authorized to sign the RFP contract and bind the company to all contractual obligations must sign the RFP in **blue ink**. An authorized officer shall sign the RFP under the correct firm name.

6. "**FAX" RFPs** - Facsimile copies of RFPs are not accepted.

7. **DEFINITIONS** - Responsible; a bidding party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being bid. Responsive; an RFP that meets all of the specifications outlined in the RFP.

8. **WITHDRAWAL OF RFP** - RFPs may be withdrawn by the bidders before the time fixed for the opening of RFPs, but may not be removed for sixty (60) days after the opening of RFP. (Public Contract Code sections 5100 et seq.). Written confirmation before the time established for the RFP opening must be submitted.

9. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

10. **RFP NEGOTIATIONS** - An RFP response to any specific item of this RFP with terms such as "negotiable," "will negotiate," or of similar intent is considered as non-responsive to the particular item.

11. **PRICES** - Prices should be typed and shown as instructed on the RFP form for each item, in the amount of the quantity specified in the Itemized Bid List (Attachment 17). Errors may be crossed off and corrections made before RFP opening only and must be initialed in **blue ink** by the person signing the RFP or the bidder's authorized representative. All items are fixed price. At no time shall the prices charged to the District exceed the prices bid. Any price changes must be agreed to in writing by the District following reasonable notice to accept. If the bidder is substituting with like product, fixed pricing must be honored. Prices proposed for all fixed fee items will be for the period July 1, 2023 (beginning of school year) through June 30, 2024 (end of school year). Upon renewal, any goods added to the contract must be included in a contract amendment, if applicable. For each year of a renewed contract, a new basis for contract value, including the actual expenditures for the previous year plus the additional items, must be established.

    i. Itemized Bid List – The District's Itemized Bid List is attached hereto. Proposals need to include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the

pound price). Bidders must provide pricing per size, provided in the column D titled "SIZE (VOLUME) on the Item List. Column F titled "REQUIRED SPECIFICATION" indicates which items have a required pack size and/or unit size. For these items, no pack size or and/or unit size other than that specified will be accepted. For the items in which a specified pack size and/or unit is indicated, like alternatives will be considered. Proposals must include where product is manufactured, and all product info requested. Per Buy American guidance, the District will show preference to domestically sourced product. For any non-domestic grown or processed items offered by the Bidder, a domestic equivalent must be provided. If no domestic equivalent is not available, note this in the "Notes" section. The District reserves the right to choose domestic items based on affordability and availability and if so will not include the equivalent non-domestic items in scoring the Bid. The "Notes" section should be used to indicate if the item bidded is a special order, requires a minimum purchase, is a market item or is an alternative to what was listed.

ii. Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 5 to 10 percent of the estimated value of the contract.g

iii. All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Bidder's mark-up on sub consultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to complete the Services.

iv. Fresh Bakery Items – For items listed in the Fresh Bakery section of the Itemized Bid List, the District prefers Fresh Baked Items over Frozen and bulk Baked Items over Individually Wrapped (IW). For the purposes of ensuring availability and affordability, the District will accept bids using Frozen and IW items in place of Fresh, Bulk items; however, the District reserves the right to choose fresh bakery items if deemed affordable and available and if so will not include frozen or individually wrapped items in scoring the bid.

12. **TAXES** - Local, State, or Federal taxes shall not be included in the proposal price term.

13. **PERFORMANCE GUARANTEE** - The successful bidder(s) may be required to provide a performance guarantee. Such requirements shall be at the discretion of the District's Assistant Superintendent of Business Services. A continuous performance bond of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Assistant Superintendent of Business Services is the preferred form of performance guarantee. Said bond shall be furnished within (5) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable RFP.

14. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** - The successful bidder(s) shall furnish and deliver the quantities designated in the RFP or purchase order. All food, materials, supplies, or services provided under the contract shall be per the RFP specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Director of Child Nutrition Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing, and the test shows that the sample does

not comply with the RFP specifications, the bidders(s) shall pay the examination cost. In bidding, the bidder(s) certifies that all materials conform to CAL OSHA and all other law requirements. Where applicable standards have been established, all equipment and individual components shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

15. **DISTRICT REQUIREMENTS**- The quantity shown is the estimated consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies, or services listed in the RFP are required during the contract and shall be ordered and purchased from the successful bidder(s). The District shall have the right to issue purchase orders up to and including the last day of the contract period, even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the contract such items as may be required for testing, evaluation, or experimental purposes or special programs of an emergency nature and purchases made by individual schools.

16. **ACCEPTANCE OR REJECTION OF RFP'S** - The District may purchase an individual item or combination of items, whichever is in the best interest of the District, also provided that the bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's approval of one or more additional items submitted in the same RFP. RFPs shall remain open, valid, and subject to acceptance for sixty (60) calendar days after the RFP opening.

17. **ALL RFP EXCEPTIONS** - All exceptions taken in response to this RFP must be stated clearly. Taking RFP exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the RFP. The governing board will determine the allowance of exceptions and whose decisions shall be final. Any RFP exceptions or additional conditions requested after the RFP closure, which is not detailed within the RFP response, may result in disqualification of the RFP. No oral or telegraphic modification of any RFP submitted will be considered.

18. **AWARDS** - The District reserves the right to determine that items bid meet or do not meet RFP specifications. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. Further, the Board of Education reserves the right to accept or reject any RFPs and waive any informality or irregularities in the bidding.

19. **EXECUTION OF CONTRACT-** Issuance of a Purchase Order shall be evidence of the contractual agreement between the bidder(s) and the District and the bidder(s) acceptance of these RFP General Terms, Instructions, and Conditions.

20. **DELIVERY** - Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight, fuel and packing for delivery to locations in the District as may be specified in the RFP form. Each item shall be securely packaged, adequately sealed, and contents marked. A packing slip/ invoice shall accompany all shipments.

21. **SAFETY DATA SHEETS** - For all products requiring a Safety Data Sheet - The District requires that a Safety Data Sheet accompany orders at delivery time.

22. **DEFAULT BY CONTRACTOR** - The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with the terms or conditions listed herein. It is expressly provided and agreed that time shall be of the essence in meeting the contract delivery requirements. Suppose the successful bidder(s) fails or neglects to comply with the terms of the RFP. In

that case, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder or deducted from any funds due to the bidder.

23. **INSURANCE** - The successful bidder(s) shall maintain insurance adequate to protect him from claims under Worker' Compensation Laws and claims for damages for personal injury, including death and damage to property, which may arise from the bidder's operations under the contract. ***The bidder must have the Worker's Compensation Certificate, attached hereto, with their RFP and provide proof of insurance naming Alum Rock Union Elementary School District as an additional insured and requiring the bidder's insurance to be primary by separate endorsements as follows***: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence-based coverage to be in effect during the term of the contract. Bodily injury shall be $1,000,000, combined single limit or $1,000,000 per person, $1,000,000 per accident: $2,000,000 aggregate. Property Damages shall be $1,000,000 per loss. The bidder shall also maintain automobile liability insurance covering bodily injury and property damage at no less than $1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles. Failure to furnish such evidence and insurance, if required, may be considered a default by the bidder(s). The contractor will not begin any services applied to this contract until all required insurance has been provided and certificates indicating coverage have been proven. The certificate of insurance for the above shall provide 30 days advance written notice to the Director of Child Nutrition Services, Denisse B. Mendez, regarding the cancellation, nonrenewal, or reduction of coverage of any of the above insurance. The District has the right to request a copy of the current certificate of insurance at any time.

24. **INVOICES AND PAYMENTS -** Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract to the Alum Rock Union Elementary School District, Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA 95127. The successful bidder shall submit invoices under the same firm name shown on the RFP. The successful bidder(s) shall list separately any taxes PAYABLE BY THE DISTRICT and certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall pay for materials, supplies, or services furnished under the contract within a reasonable and proper time after the authorized District Representative accepts and approves invoices.

25. **STATEMENT** - The successful bidder(s) shall render bills and/or statements to the Alum Rock Union Elementary School District, Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA, 95127, following delivery of materials. An itemized, numbered invoice showing the vendor's name, date, quantity, type, prices, and extended charges of items purchased, must be furnished in duplicate to the individual school kitchen at the time of delivery and signed by the Kitchen/Satellite Supervisor or assigned designee. The vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, damaged or spoiled product necessitating a return, redelivery, or reorder. Separate invoices and monthly statements are required to identify purchases for Child feeding programs (i.e., CACFP and NSLP). A copy of a credit, priced and extended, shall be mailed with the corresponding invoice to the District's Child Nutrition Services Department. The successful bidder(s) shall submit monthly electronic statements in Excel Format to the following name and address:

Alum Rock Union Elementary School District
Child Nutrition Services

2930 Gay Avenue
San Jose, CA 95127
Attention: Jazzy Nguyen
jazzy.nguyen@arusd.org

The Child Nutrition Service billing cut-off is the 25th of each school month, with the exceptions of the months of June and September, which shall be the 30th. The monthly statement shall be broken down by site, by date and include invoice numbers for all charges. This statement showing the month's purchases shall be received by the Child Nutrition Services Department by the 10th of the following month. Payment by the District will be made within 45 days for service satisfactorily performed by the successful; bidder(s) after receipt of properly documented invoices/statements.

26. **VELOCITY REPORT** - The District reserves the right to request velocity reports for any items ordered throughout the contract Velocity reports will be delivered via email to better assist for inventory tracking purposes.

27. **APPLICABLE 'BUY AMERICAN' PROVISIONS -** The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d). Section 104(d) of the William F. Goodling Child Nutrition Reauthorization 1998 (Public Law 05-336) added a new provision, Section (12) of the NSLA (42USC760(n), requiring School Food Authorities to purchase domestically grown and processed foods, to the maximum extent practicable. The Buy American provisions of Public Law (PL 100-237) require participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP to include the CACFP Program. Two situations that may warrant a waiver to permit purchases of foreign food products are: 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of satisfactory quality 2) Competitive bids reveal the costs of a U.S. product are significantly higher than the foreign product. A domestic commodity or product is produced and processed in the United States substantially using agricultural commodities produced in the United States. "Substantially using" means over 51 percent of the final processed product consists of agricultural commodities grown domestically. This includes foods sold to students as a la carte food items. Actions that districts/sponsors can take to comply with the Buy American requirements are:
    - Including a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposal, purchase orders, etc.)
    - Monitoring contractor performance
    - Requiring suppliers to certify the origin of the product
    - Examining the product packaging for identification of the country of origin
    - Asking the supplier for specific information about the percentage of U.S. content in the food product

    It is therefore required that bidders responding to this Request for Proposal indicate whether products offered on this proposal meet the definition of "domestic commodity or product" as stated above. Indication shall be made on the proposal price sheet as part of the response to this proposal.
    The successful bidder shall provide documented proof of compliance with this provision at the request of the District.
    The "Buy American" provision of Public Law (P.L.) 105-336 allows for an exception when the recipient agency, Alum Rock Union School District, determines that the following instances apply to non-domestic produced products:
    - Recipients have unusual or ethnic food preferences which can only be met through purchases of products not produced in the U.S;

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of satisfactory quality;
- The cost of U.S.-produced food products is significantly higher than foreign products.

The District reserves the right to purchase non-domestic grown or manufactured food products if the cost of the U.S.-produced item that contains 51% or more domestically grown commodities is ten percent (10%) or more in price than the non-domestic product.

28. **FUEL CHARGES** - 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.

29. **MULTI-YEAR EXTENSIONS**: Subject to the provision of pricing-terms of contract, and under Education Code Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal years not to exceed three (3) years. The district can exercise its rights to extend contracts per federal limits. The renewal is contingent upon competitive pricing and all terms and conditions of the original contract as authorized by 2 CFR 200.317. The extension may be granted on a year-by-year basis provided that the following conditions are being met:
    - The District has deemed the products and services of the vendor satisfactory.
    - The Vendor shall submit a list of the price increases for the next fiscal year (July 1- June 30) by the last business day in April. Price increase must not exceed the current year's San Francisco Area Consumer Price List with a maximum of 5% per contract term.
    - Such renewal will be made by notifying the vendor in writing thirty (30) days before the expiration of the contract.

30. **LIMITATIONS -** The District shall not be obligated to accept the lowest-priced RFP but will be evaluating proposals to award to the responsible and responsive bidder(s). The District reserves the right in its absolute discretion to accept submissions, or any part of proposals, as deemed necessary for the District's best interest. The District may consider the proposer's performance concerning any recent contract(s) with other school districts. The District, however, reserves the right to reject proposals, to waive any informality or irregularities in the bids, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal deemed the best recommendation meeting all the criteria specified in the proposal and the best interest of the District.

31. **AWARD -** The District reserves the right to reject proposals without explanation or recourse and negotiate with companies submitting bids. 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:

    This contract will be awarded to single or multiple responsive and responsible bidders who meet RFP terms and conditions. After the opening of the proposals, an RFP review committee representing the District will score the proposals based on the evaluation criteria as stated in the RFP document.

    The committee may investigate the qualifications of the bidder/vendor under consideration, require confirmation of information furnished by the bidder/vendor, and require additional information and

evidence of qualification to perform the services described in the RFP. The RFP committee shall have the right to inspect the distribution facility or facilities and equipment utilized by the vendor.
The committee will make a recommendation to the Board of Trustees.

The Director of Child Nutrition Services will be the sole judge of merit and not necessarily accept the lowest price offered. On behalf of the District, the Child Nutrition Services Department will issue an intent to Award Letter to the successful bidder(s). The Alum Rock Union Elementary School District Board of Education will formally award the award.

32. **BASIS OF AWARD**

The Board of Trustees of the Alum Rock Union Elementary School District intends to award the RFP based on price, delivery specifications, minimum delivery amounts, technology and reports, food tasting, and service per the specifications herein. Parties will be assigned a score based on these criteria. Please refer to the evaluation criteria on page 27. Grocery and Fresh Bakery Products vendor shall be awarded the bid for service between **July 3, 2023, through June 30, 2024**.

a. The Alum Rock Union Elementary School District reserves the right to reject quotations and waive any formality in the bidding.
b. Awarded vendors will be required to enter into a contract with Alum Rock Union Elementary School District.

33**. PROPOSAL PROTEST PROCEDURES**

A. **Protest Procedures:** Any proposer may file a Protest. Only those proposers who have submitted a proposal on the project shall have the right to file a Protest. The Districts Child Nutrition Services Director will receive the protest in writing no later than 3:00 p.m. after the fifth (5^{th}) business day following the proposal opening date. Untimely Protests will not be reviewed by the District and will be returned to the proposer. An e-mail address shall be provided. By filing the protest, the protesting proposer consents to receipt of email notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.

B. **Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must have all facts, refer to the specific portion(s) of any document relied upon, and include copies of all documents referred to in the protest. Any grounds not explicitly outlined 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 under these procedures.

C. **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 allowed to rebut the evidence and present evidence that the proposer should be allowed to perform the Work. The District will issue a written decision within thirty- (30) 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 the District and will be copied to all parties involved.

D. **Appeal:** If the protesting proposer or the affected proposer is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent of Business Services, or their designee, within five (5) 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 email from which questions and responses may be provided to:

Alum Rock Union Elementary School District
Kolvira Chheng
Business Services Department
2930 Gay Avenue
San Jose, CA 95127

E. **Appeal Review and Finality**: The Assistant Superintendent of Business Services or their designee shall review the Decision on the Protest from the Child Nutrition 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 Assistant Superintendent of Business Services or the Hearing Officer's written decision 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.

F. **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 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.

G. **Waiver:** The procedures and time limits outlined 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 this or any 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 under the California Public Contract Code, filing a claim under to the California Government Code, or filing of any other legal proceedings.

34. **PROVISIONS**:

A. **Assignment of Contracts** - The vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

B. **Binding Effect** - This Agreement shall inure to the benefit of and shall be binding upon the vendor and District and their respective successors and assigns.

C. **Severability** - If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. **Amendments** - The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner except by a written agreement signed by the parties.

E. **Entire Agreement** - This RFP and all attachments constitute the entire agreement between the parties. There is no understanding, agreements, representations, or warranties, expressed or implied, not specified in the Agreement. Bidder(s), by the execution of their signature on the RFP Form, acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

F. **Force Majeure Clause** - The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, facilities by the government. When satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

G. **Hold Harmless Clause** - The successful bidder(s) agrees to indemnify, defend and save harmless Alum Rock Union Elementary School District, its governing board, related divisions and entities, officers, agents, and employees from and against any claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or insure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidders agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

H. **Prevailing Law -** In case of conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services performed under the RFP proposal shall conform to all applicable requirements of local, state, and federal law.

I. **Governing Law and Venue** - In the event of litigation, the RFP documents, specifications, and related matters shall be governed by and construed only by the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Santa Clara County.

J. **Permits and Licenses** - The successful bidder(s) and all of their employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishings of materials, articles, or services herein listed. All operations, materials, goods, and services shall be by law.

K. **Toll Charges** - If the District places toll or long-distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder(s) shall accept charges for such calls on a reverse charge basis.

L. **Contract Documents** - The complete contract includes the following documents: The advertisement for RFPs, the RFP Instructions and terms of conditions, specifications, and drawings, if any, the RFP and its acceptance by the District, the purchase order, and all amendments to it. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. **Independent Contractor** - While engaged in carrying out and complying with the terms and conditions of the contract, the bidder(s) agree by their signature on the RFP Form that they are an independent contractor and not an officer, employee, or agent of the District.

N. **Anti-discrimination** - The District hereby notifies all respondents that they will affirmatively ensure that, in any contract under this advertisement, minority business enterprises will be afforded the full opportunity to submit their response to this RFP. No respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital or parental status, national origin, medical condition or physical disability, or sexual orientation in consideration for the award. Therefore, the bidder agrees to comply with applicable Federal and California laws, including the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require compliance by all subcontractors employed on the work by them.

O. **Termination of Agreement Without Cause** - This Agreement may be terminated by the District upon giving thirty-(30) days advance written notice of an intention to terminate. Termination shall not affect the rights and obligations of the parties arising out of any transaction before the effective date of such termination. Other than payments for goods or services satisfactorily rendered before the effective date of said termination. The vendor shall not be entitled to further compensation or payment from the District.

P. **Cancellation Notice by Supplier/Contractors Default** - The District requires a sixty-(60) day notice of cancellation of this contractual agreement by the supplier. Failure or refusal of the supplier to perform or do any act herein required shall constitute default.

Q. **Cancellation for Insufficient or Non-Appropriated Food Funds** - The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items in the RFP are public money appropriated by the United States Department of Agriculture and the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

R. **Interpretation of Proposal Documents** - If any bidder(s) find discrepancies in or omissions from the RFP documents, they may submit to the Child Nutrition Services Director of the Alum Rock Union Elementary School District a written email request for clarification and the response to it will be e-mailed to all bidder(s). Corrections will be made by additions issued to each company that has been sent or picked up an RFP packet. The District will not be responsible for oral interpretations. All additions issued shall be incorporated into the proposal.

S. **Product Shortages** - If the successful bidder(s) cannot supply any product listed herein, the District may purchase the said product at a fair market value from another source. The difference in cost and all delivery charges shall be the supplier's responsibility, listed in the original contract agreement.

T. **Failure to Fulfill Contract** – When the vendor shall fail to deliver any articles or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, set aside the contract entered into with the vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner with another vendor as seems to the Board of Trustees to be to the best advantage to the District. Any failure to furnish such articles or services by reason because of the vendor or contractor, as above stated, shall be the liability against the vendor and his sureties. The District reserves the right to cancel any articles or services that the successful bidder may be unable to furnish because of economic conditions, governmental regulations, or similar causes beyond the bidder's control, provided satisfactory proof to the Board of Trustees if requested. Failure to fulfill the contract may result in bidder disqualification in subsequent year(s) due to non-responsible practices.

U. **Fingerprinting** - Successful Distributor agrees to comply with the provisions of Education Code Section 45125.1 - Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during regular District hours, and will certify in writing that no such employees, agents, and representatives who been convicted of serious or violent felonies as specified will have contact with students. The Distributor will provide the District with a list of employees providing services under this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during regular district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.

V. **Attorneys' Fees** – In the event of any dispute between the District and the Vendor about this contract or the services or products provided hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorney's fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties thereto, 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.

35. **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:
   a. Section 306 of Clean Air Act (42 U.S.C. 1847(h)):
   b. Section 508 of the Clean Water Act (33 U.S.C. 1368);
   c. Executive Order 11738;
   d. Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15, et seq. Environment 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 EPS's List of Violating Facilities

C. **Suspension and Debarment Certifications:** The USDA Certification Regarding Debarment must accompany this proposal and each **subsequent** additional one-year renewal (7 CFR Section 3017.510). Contract renewals must include this certification to be considered. To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each vendor must include a certification statement with each bid on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each Vendor to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified and declared non-responsive.

D. **Lobbying**: The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7CFR 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:** The Vendor shall recognize mandatory standards and policies relating to energy efficiency 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:** In the performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

G. **The Certification Regarding the Iran Contracting Act**

H. **The Contractors Certification** - Regarding Drug-Free Workplace

I. **The Contractors Certification** - Alcoholic Beverages and Tobacco-Free Workplace

J. **The Contractors Certification** – Workers' Compensation

K. **Equal Opportunity**

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written.

DISTRICT
Alum Rock Union Elementary School District
By: _____

Title: _____

Address:
2930 Gay Avenue
San Jose, CA 95127
Phone No: (408) 928-6903

Fax No: (408) 928-6413

PROVISIONER
_____
By: _____

Title: _____

Address:
_____
_____

Phone No: _____
Fax No. _____

Service Level Agreement
Grocery and Fresh Bakery Products

Below are the service expectations from the successful bidder upon receiving the award for this RFP. The successful bidder must understand and agree to the following service levels to enter into an agreement with Alum Rock Union Elementary School District. The bidder must know that the District's Grocery and Fresh Bakery Products RFP includes not only the purchase of products; but also service and delivery expectations that must be agreed to before entering into this agreement. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of a lack of such examination, inquiry, or knowledge.

General Instructions: RFPs are requested for furnishing Grocery and Fresh Bakery Products for the period of (1) year and the possibility of two (2), one (1) year extensions. This RFP will be for contracting from *July 1, 2023 - June 30, 2024.*

1. Failure to meet these specifications shall entitle the District to cancel the contract with a 30-day notice.
2. All products specified will be purchased from the successful bidder(s) selected. Due to school demand, the District reserves the right to add or remove products as necessary. The price of such items shall be negotiated between the District and the Distributor using a similar markup percentage as all other existing/awarded products on the price request and shall be subject to the terms and conditions of this Agreement.
3. Unless otherwise specified, all products must follow the specifications indicated. All products must be fresh and U.S. Grade 1 or better. All processed fruits and vegetables must be sealed in airtight packaging. In the event of product quality failure, including but not limited to off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture, evidence of freezing, or otherwise unusable product factors, provisions must be made for pick up, exchange and issuance of appropriate credit. Additionally, products will be delivered free of infestation, including but not limited to larvae and rodent droppings.
4. Cases and packages shall be constructed to ensure safe and sanitary transportation to the 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, returned for credit, or immediate replacement, at no cost to the District for a product, freight, or re-delivery.
5. In the interest of serving the highest quality foods to students. This "Best Served On" date will assist menu planners in placing foods on optimal days of the week to maximize quality. The Distributor shall follow appropriate procedures for the first in, first out (FIFO) stock rotation system.
   The Distributor agrees to permit inspection of the delivered items by a representative of the District's Child Nutrition Services Department with the right to reject inferior merchandise. The District's decision shall be final, and credits must be provided upon request. 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.
6. HACCP PLAN or FOOD SECURITY AND SAFETY PROGRAM – The Distributor shall follow appropriate handling and storage practices: including providing proof of established sanitation procedures and an active pest control program to ensure proper information. A copy of the vendor's Hazard Analysis Critical Control Point (HACCP) system or Food Safety and Security Program must be submitted with this proposal. Distributors shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, the Distributor shall ensure that all products received under this contract shall be prepared, handled, and stored per the health and sanitation standards for the County

of Santa Clara or the local/city/county agency in which the product was produced, State of California, and Federal Government, whichever is higher. In case of a product contamination issue, Distributor shall provide traceback capabilities for all products to the point of origin. Evidence of such procedures should be submitted with the proposal (HACCP Plan or Food Security and Safety Program including Pest Control Policy and Recall Procedures).

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PRODUCT QUALITY PARAMETERS WILL BE REJECTED.

7. In the event deliveries are not made, which results in loss of reimbursement funds for the District's meal programs, upon satisfactory agreement between the awarded bidder and the District, the District will deduct the total lost reimbursement from the supplier's current invoices. The distributor must guarantee a 90% fill rate for all District orders.
8. Quarterly, the successful bidder shall submit a complete listing with usages of all products purchased by the District.
9. All products delivered during the period covered by this proposal shall be only the exact products as requested by the District; substitutions will only be allowed if given prior approval by the District. Suppose the desired product is unavailable for any reason. In that case, the District shall be notified at least two days in advance, and the District shall be given options for a product of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the District's sole discretion.
   Products will not be represented as being in conformance with the specification when such is not the case. Products are on a menu based upon precise nutritional analysis, and a copy of that analysis is on file at the District. The Distributor must provide the specified product or an acceptable substitute, as determined by the District. If, because of failure to deliver the selected 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 total value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days upon written request by the District.
10. Mail all invoices and statements to Alum Rock Union Elementary School District, 2930 Gay Avenue, Bldg. 500, San Jose, CA 95127 - Attention: Child Nutrition Services. The District has the right to request invoices and statements via email. Statements are requested in an excel format.
11. If a product recall is instituted on an item delivered, the distributor will notify the District within 24 hours. The Distributor will be responsible for all costs associated with the replacement product, shipping charges, and product credit. Suppose at any time it is determined that the health and safety of the District's customers are affected by the usage of this product. In that case, the Distributor and Distributor processor must and will assume full liability.
12. No overnight "dark" drops. Deliveries must be signed for, and all products must be delivered directly to each kitchen. There is no delivery during school holidays and delivery on Saturday or Sunday. (Upon award Child Nutrition Services will provide the vendor with school vacation and holiday schedules).
13. The District's kitchens are not equipped with a loading dock. Deliveries must be unloaded by the delivery driver and placed into the designated walk-in cooler by the delivery driver. It is advised that all orders be made utilizing a delivery truck equipped with a lift gate.
14. A duplicate of the signed invoice ticket shall be left at each location at the delivery time. An itemized monthly statement showing each delivery location must be sent to the 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 it shall sign invoices and credits. A separate delivery ticket, invoice, and statements will be provided for the Breakfast/Lunch Programs and Supper Program.
15. Any information regarding shorted items/orders must be forwarded directly to Child Nutrition Services before delivery at the following phone number: 408-928-6907, Tina Sanders.
16. Any issues/changes on deliveries or other emergency communications shall be reported directly to the Child Nutrition Services Department by the vendor's authorized representative. Contact must be made

directly through phone call or email to:

Tina Sanders at 408-928-6907, tina.sanders@arusd.org (All deliveries, except Ocala)
Elsa Hermosillo at 408-928-8360, elsa.hermosillo@arusd.org (Ocala Deliveries)

17. District reserves the right to designate an alternate delivery location if the designated site is unable to receive deliveries for any reason. The District reserves the right to add or remove delivery sites as needed. The District also reserves the right to revise delivery times as required. Additional product and service requirements are outlined within the RFP. The District's requests deliveries each week specified in the schedule in the following table.
18. Perishable Grocery products must be delivered in a refrigerated clean and sanitary truck and the temperature of the products must be 37º – 45º at the time of delivery. A lift gate and pallets may be needed for large loads.
19. Pallets should not exceed 6 feet high and frozen and refrigerated products should be provided on separate pallets.
20. Perishable Grocery products will be stored in the school's Grocery coolers by the delivery person.

Ordering/Delivery

The selected vendor collaborates with the District over the term of the contract resulting from this RFP to procure and deliver grocery and fresh baked products to the District's five (6) kitchen sites and District Warehouse. The District reserves the right to designate an alternate delivery location if the designated site cannot receive deliveries for any reason. The District also reserves the right to revise the delivery times as required. Additional product and service requirements are outlined within the RFP.

*Orders will be placed with the vendor weekly on Monday before the week.

ARUSD Delivery Locations				
Location	**Address**	**Delivery Times**	**Preferred Delivery Days**	**Number of Deliveries Per Week**
Ocala STEAM Academy	2800 Ocala Avenue San Jose, CA 95127	6:30am - 11:00am	Tuesday, Thursday	2
District Warehouse	2390 Gay Avenue San Jose, CA 95127	6:30am - 11:00am	Tuesday, Thursday	2
Renaissance Academy I	1720 Hopkins Drive San Jose, CA 95122	6:30am - 11:00am	Tuesday, Thursday	2
Joseph George Middle School	277 Mahoney Drive San Jose, CA 95127	6:30am - 11:00am	Tuesday, Thursday	2
Renaissance Academy II	2050 Kammerer Avenue San Jose, CA 95116	6:30am - 11:00am	Tuesday, Thursday	2
William Sheppard Middle School / Ben Painter Elementary School	480 Rough and Ready Road San Jose, CA 95133, CA 94602	6:30am - 11:00am	Tuesday, Thursday	2

By signing below, you agree to provide the above level of service to Alum Rock Union Elementary School District.

_____
Company Name (Print or Type)

_____ _____
Authorized Company Representative Signature Date

Print Name: _____

Special Conditions and Instructions

Bidder Name: _____

Alum Rock Union Elementary School District requests RFPs for Grocery and Fresh Bakery Products. The District comprises 22 schools with an average enrollment of 6,500 students. **This is a one (1) year RFP with a possibility of an additional two (2) one-year extensions. Award of this RFP will be made to a single or multiple responsive and responsible bidder who meets the terms and conditions of the RFP.**

Quantities are for twelve (12) months, from July 1, 2023, through June 30, 2024. This quantity is for information only and is not guaranteed.

1. Bid on-site-to-site deliveries. See price sheet- Attachment A to be submitted with RFP.
2. Bid pricing must be extended to at most four (4) decimal points.
3. Pre-cut processed fruit and vegetables and whole fruits and vegetables shall be on a guaranteed price, or a cost plus fixed fee, as specified in the Bid Item List, for the year from July 1, 2023, through June 30, 2024, with price adjustments made only for Acts of God/Force Majeure for fixed price items. The successful bidder shall notify the District in advance so that the District may elect to order a cost-effective substitution. Bid on each item separately.
4. Products must adhere to the District's specifications as noted – all U.S. No.1 or better grade quality. Price guaranteed except for Acts of God/Force Majeure.
5. All products must be grown in the United States, except Bananas.
6. No delivery during school holidays and vacations or Saturday and Sunday. (Upon award, Child Nutrition Services will provide the vendor with school vacation and holiday schedules.)
7. All deliveries are to be placed, dropped/stored in the designated storage area at each school location during staff working hours- no overnight "dark" drops.
8. The kitchen supervisor or designee must verify all invoices. Requiring separate billing/statements and invoices for all orders for Supper Program and Breakfast/Lunch Programs.
9. Credits for sub-standard products. (Exception – no credit to the department for damaged or out-of-code products due to the fault of the customer, i.e., customer's refrigeration failure)
10. Delivery schedule to be pre-scheduled to coincide with school needs and existing route flow for the bidder's best reduction of expenses, mileage, and time.
11. The District reserves the right to add or remove other products as may be needed throughout the term of this contract. The District may add or remove sites as necessary and in no way will this change affect or make void the Contract.

Company Name (Print or Type) **Authorized Company Representative Signature**

REQUEST FOR PROPOSAL SIGNATURE PAGE - Attachment "2"
TO BE SUBMITTED WITH PROPOSAL

By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder.	
Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Email Address	
Complete Mailing Address	
City, State, Zip	
Phone Number	
Date	
Minimum Dollar Amount for Delivery	**$**
□	**Check if no minimum dollar amount for delivery is required.**
Minimum Case Amount for Delivery	
□	**Check if no minimum case amount for delivery is required.**

EVALUATION CRITERIA - Attachment "3"
TO BE SUBMITTED WITH PROPOSAL

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	20
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	15
Minimum Delivery Amount	100% of Max Points: Lowest minimum delivery amount. 50% of Max Points: Second lowest minimum delivery amount. 0 Points: Not the lowest minimum delivery amount.	- Responses to Questions Labeled "Minimum Delivery Amount - " in Vendor Questionnaire	10
Technology and Reports	100% of Max Points: Availability of online ordering with online system or email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements. 0 Points: Unable to provide e-mail or online ordering.	Responses to Questions Labeled "Ordering Systems and Reports - " in Vendor Questionnaire	5
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: ● Prompt responses and satisfactory resolution to requests for information and complaints & issues Courtesy and responsiveness to all district personnel at all times	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire	15

	● Ready access to decision-making executives and assigned point of contact. ● Ability to meet sourcing goals ● Fully staffed delivery driver support. ● Timely deliveries based on requirements in RFP. ● Timely communication of menu substitutions in advance of deliveries. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.		
Safety Records and Controls	100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: ● Bidder's staff are properly and regularly trained in current safety procedures, ● Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. ● The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. ● If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. ● Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.	- HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire	5
Food Tasting Score	Based on total score from "Food Tasting Score Card - Attachment 4"	Score from "Food Tasting Score Card - Attachment 4"	25
TOTAL POINTS:			95

Food Tasting Scorecard - Attachment "4"

Points of Item to Overall Score	Item Being Scored	Evaluation Criteria	Vendor Score
5	Flavor	Bidder will submit product sample to evaluate flavor profile	
5	Appearance	All Product will be evaluated for product appearance that will be appealing to students	
5	Color	All Product will be evaluated on aroma smell that will be appealing to students	
5	Aroma	All Product will be evaluated on aroma smell that will be appealing to students	
5	Texture	All Product will be evaluated on texture, ease of consumption, and whether it is palatable and will be appealing to students	
25 Points	Total		

By signing this, I acknowledge that I have reviewed ARUSD's evaluation criteria.

Name of Bidder (Person, Firm, or Corporation):_____

Signature of Bidder's Authorized Representative:_____

Date of Signing:_____

VENDOR QUESTIONNAIRE - Attachment "5"
TO BE SUBMITTED WITH PROPOSAL

Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal.

1. Service Reliability and Past Performance - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored)
   - ☐ Yes
   - ☐ No

2. Technology and Reports - Please check off the reports that you make available to your customers:
   - ☐ market reports
   - ☐ velocity reports
   - ☐ monthly statements
   - ☐ weekly price lists

   Please list any additional reports available. How are customers able to access these reports?

3. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
   - ☐ Yes
   - ☐ No

   If No, attach the proposed delivery schedule.

4. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program (unscored).

5. Delivery Specifications - 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? (unscored question)

6. Delivery Specifications - Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage. (unscored)

7. Technology and Reports - Can orders be placed online or by e-mail? Please describe the ordering procedure- Can you provide invoices with Cost Plus Fixed Fee items listed with the cost and fixed fee as separate line items?
   - ☐ Yes
   - ☐ No

   If you answered No, is there a separate report you can provide with this information?

8. Service Reliability and Past Performance - Specify the lead time required for orders to ensure a 90% fill rate (unscored).

9. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?

10. Service Reliability and Past Performance - How many years has your company been in the Grocery and Fresh Bakery distribution business?

11. Service Reliability and Past Performance - How many years has your company distributed to K-12 schools? How would you describe your company's financial stability?

12. Service Reliability and Past Performance - Which school districts with student populations greater than 7,000 does your company currently serve in the Santa Clara and Alameda Counties?

13. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district (s) during the school year within the last 24 months? If so, explain.

14. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?

15. Minimum Delivery Amount - Do you require a minimum number of cases or dollar amount for delivery?
    - ☐ Yes
    - ☐ No

    If Yes, please indicate what your minimum is.

16. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?

17. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?

18. Service Reliability and Past Performance - Can you meet all aspects of the Service Level Agreement as described in this RFP?

19. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?

In accordance with the contract documents, the undersigned propose to supply all of the product and perform all work specified in the contract documents in accordance with the proposal.

Name of Bidder (Person, Firm, or Corporation):_____

Signature of Bidder's Authorized Representative:_____

Date of Signing:_____

Print Name & Title of Authorized Representative: _____

Phone Number:_____

Email:_____

REFERENCES - Attachment "6"
TO BE SUBMITTED WITH PROPOSAL

Please submit five (5) current school district References references from Bay Area School Districts in Alameda and Santa Clara counties for contracts you have completed in the last three years that are of similar scope and complexity. An unresponsive reference will **not** be considered a valid Reference. The Bidder is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District.

Reference # 1

School District	
Contact Person & Title	
Address	
Telephone Number	
Required Number of Deliveries per Week	

Reference #2

School District	
Contact Person & Title	
Address	
Telephone Number	
Required Number of Deliveries per Week	

Reference #3

School District	
Contact Person & Title	
Address	
Telephone Number	
Required Number of Deliveries per Week	

Reference #4

School District	
Contact Person & Title	
Address	
Telephone Number	
Required Number of Deliveries per Week	

Reference #5

School District	
Contact Person & Title	
Address	
Telephone Number	
Required Number of Deliveries per Week	

NON-COLLUSION DECLARATION - Attachment "7"

TO BE SUBMITTED WITH PROPOSAL

I, _____ , declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Name of DISTRIBUTOR (Person, Firm, or Corporation)
Signature of DISTRIBUTOR's Authorized Representative
Print Name & Title of Authorized Representative
Date of Signing

BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE - Attachment "8"

TO BE SUBMITTED WITH PROPOSAL

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Alum Rock Elementary Union School District as Additional Insured for the work specified.

_____
Name of Bidder (Person, Firm, or Corporation)

_____
Signature of Bidder's Authorized Representative

_____
Name & Title of Authorized Representative

_____
Date of Signing

WORKERS' COMPENSATION CERTIFICATE - Attachment "9"

Labor Code §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 to the 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 §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all Subcontractors to do the same.

Name of DISTRIBUTOR (Person, Firm, or Corporation)
Signature of DISTRIBUTOR's Authorized Representative
Print Name & Title of Authorized Representative
Date of Signing

In accordance with Article 5 (commencing at §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 w

DRUG-FREE WORKPLACE CERTIFICATION - Attachment "10"

TO BE SUBMITTED WITH PROPOSAL

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 contact 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

EQUAL OPPORTUNITY EMPLOYMENT - Attachment "11"

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 the _____

_____(Company)

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

DATE: _____ _____
CONTRACTOR

By: _____

FINGERPRINT CLEARANCE CERTIFICATION - Attachment "12"

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 _____

CERTIFICATION AND DISCLOSURE STATEMENTS - Attachment "13"

Following is an explanation of the submission requirements of the ***Suspension and Debarment Certification Statement*** and the ***Certification Regarding Lobbying*** by School Food Authorities (SFA) and Food Service Management/Consulting Companies.

Beginning with the 1998/99 school year, instructions to comply with procurement requirements by completion of these certifications will be included in the annual renewal of School Nutrition Programs.

The applicability of this information begins with the 1998/99 school year and is for SFAs that meet <u>one</u> of the following criteria:

- The SFA's estimated annual federal child nutrition reimbursement will exceed $100,000
- The SFA's annual contract with a vendor exceeds $100,000.
- The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds $100,000.

Suspension and Debarment Certification

This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds $100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed $100,000. In these instances, the SFA must obtain a completed ***Suspension and Debarment Certification*** from either the potential vendor or existing contractor before any transactions can occur between the sponsor and the vendor or contractor (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that the vendor or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While *this certification is required for all contracts in excess of $100,000*, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. **Do not submit the certification to the California Department of Education.**

Certification Regarding Lobbying

SFAs that receive in excess of $100,000 in annual federal meal reimbursement **must** annually complete and **submit** this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education, Child Nutrition and Food Distribution Division.

In addition, when SFAs put out bids for goods and services or renew/extend existing contracts that exceed the$100,000 threshold, they are required to obtain a completed ***Certification Regarding Lobbying*** from either the potential vendors and/or existing contractors before any transactions can occur between the SFA and the vendor contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted to the CDE.

Also enclosed is the **Disclosure of Lobbying Activities** form. This is required to be completed if the potential or existing contractor, using other than federal funds, has paid or will pay for lobbying activities in connection with the school nutrition program agreement (Item 2 of the ***Certification Regarding Lobbying*** statement).

Applicable to Both Certification Statements

- Federal law prohibits SFAs from circumventing the $100,000 threshold by entering into multiple contracts;

each of which do not equal or exceed $100,000, but the aggregate amount of all the contracts will equal or exceed $100,000.

- Vendors must submit completed certifications to the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.

SFAs with Food Service Management or Consulting Contracts

SFAs utilizing food service management or consulting companies **must** include both certification statements in all Requests for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management or consulting company must annually sign and submit to the SFA both the ***Suspension and Debarment Certification*** and the ***Certification Regarding Lobbying***. If receiving more than $100,000 in federal reimbursement, the SFA is required to sign and submit the ***Certification Regarding Lobbying*** to the CDE, CNFDD.

Summary

- ***Suspension and Debarment Certification***

1. The SFA must include this certification in all RFPs that result in an annual contract in excess of $100,000.

2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds $100,000 annually in federal funds.

3. The SFA retains certification signed by the contractor with executed contract and maintains it on file.

- ***Certification Regarding Lobbying***

1. SFAs receiving in excess of $100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.

2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of $100,000 in federal funds. **Retain** the certifications with bid documents.

3. The **Disclosure of Lobbying Activities** form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item2 of ***Certification Regarding Lobbying***.)

If you have any questions, please contact Rae Vant, School Nutrition Programs Specialist, by phone at 916-445-6775 or 800-952-5609 or by e-mail at rvant@cde.ca.gov or Eric Burnette, School Nutrition Programs Specialist, by phone at 916-322-1641 or 800-952-5609 or by e-mail at eburnette@cde.ca.gov.

SUSPENSION AND DEBARMENT CERTIFICATION - Attachment "14"
TO BE SUBMITTED WITH PROPOSAL

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 Food Service Management and Food Service Consulting Contracts).

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

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

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON THE FOLLOWING PAGE)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____ Name
of School Food Authority Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

_____ _____
Printed Name Title

_____ _____
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 Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING - Attachment "15"

TO BE SUBMITTED WITH PROPOSAL

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The *undersigned shall require* that the language of this certification be included in the award documents for all covered sub awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

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

OR

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

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

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

<table>
<tr><td>1.Type of Federal Action:

a. Contract
b. Grant
c. Cooperative Agreement
d. Loan
e. Loan Guarantee
f. Loan Insurance</td><td>2. Status of Federal Action:

a. Bid/offer/application
b. Initial award
c. Post-award</td><td>3. Report Type:

a. Initial filing
b. Material change
FOR MATERIAL CHANGE

ONLY: Year: _____ Quarter: __</td></tr>
<tr><td colspan="2">4. Name and Address of Reporting Entity:

Prime Subawardee
Tier _____, if known

Congressional District, if known:</td><td>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known:</td></tr>
<tr><td colspan="2">6. Federal Department/Agency:</td><td>7. Federal Program Name/Description:

CFDA Number, if applicable:</td></tr>
<tr><td colspan="2">8. Federal Action Number, if known:</td><td>9. Award Amount, if known:
$</td></tr>
</table>

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):**

11. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature: _____** **Print Name: _____** **Title: _____** **Telephone No: (_____)_____ Date: _____**
Federal Use Only:	**Authorized for local reproduction** **Standard Form - LLL**

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in item 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 (item 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 item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.

10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection ins OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT - Attachment "16"

TO BE SUBMITTED WITH PROPOSAL
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.

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

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.

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

OPTION #2: EXEMPTION

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

Vendor Name/Financial Institution (printed)	BTRC (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	
Date Executed	City Approval (Signature) (Print Name)

CONTRACTOR'S CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY - Attachment "17"

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, prohibiting 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

Clean Air and Water Certification - Attachment "18"

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 Food Service Management Company.

_____	_____	_____
Authorized Representative	Title	Date

BUY AMERICAN CERTIFICATION FORM - Attachment "19"

Alum Rock Elementary Unified School District is to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

Alum Rock Union Elementary Unified School District must be notified in writing at least 10 days prior to delivering a nondomestic agricultural commodity or product and request prior approval. The written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:

a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quantity; and/or

b) Why competitive bids reveal the cost of the domestic product is significantly higher than the nondomestic product

I/we _____, certify that only domestic commodity or food/beverage products will be supplied to Alum Rock Union Elementary Unified School District unless otherwise mutually agreed upon and pre-approved by Alum Rock Union Elementary Unified School District .

_____

Signature Date

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.

Vallejo School District will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between Vallejo School District and the vendor and documented.

CHINA PROHIBITION CERTIFICATION - Attachment "20"

To ensure compliance with the Consolidated Appropriations Act of 2021 that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. It is the program operator's responsibility to ensure the country of origin for all nondomestic raw or processed poultry products, whether purchased directly by the program operator or on their behalf. The prohibition set forth in the Consolidated Appropriations Act of 2021 (Public Law116–260) Division A, Section 764, does not allow for any exceptions.

To ensure compliance with the prohibition, this certification of acknowledgement acknowledges your agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116–260).

This certification shall be in effect for the entire term of the contract if awarded.

I/we _____, certify that we will not manufacture or distribute raw or processed poultry products that are imported into the United States from the People's Republic of China to be sold/distributed to the Alum Rock Union Elementary Unified School District for use in their school meal programs and paid for by federal funds.

_____

Printed Name and Title of Person Signing

_____

Signature Date

END OF RFP