

Hayward Unified School District

24411 AMADOR STREET
HAYWARD CA, 94544
510.784.2600



REQUEST FOR PROPOSALS

RFP# 24.147 – Dairy Provider

PROPOSALS DUE DATE AND TIME

Thursday, May 16, 2024 at 10:00 AM

HAYWARD UNIFIED SCHOOL DISTRICT

Purchasing Department
24411 Amador Street
Hayward, California 94544
Phone: 510-784-2600 x72620

Hayward Unified School District

Dairy Provider Proposal# 24.147

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Notice of Request for Proposals (RFP)

NOTICE IS HEREBY GIVEN THAT the Hayward Unified School District (hereinafter referred to as "District" invites qualified suppliers to submit proposals for the following contract:

RFP Number: **24.147 Dairy Products**

Proposals shall be sealed and **clearly marked with the HUSD Proposal Name and Number** and received up to, but no later than **10:00 a.m., Thursday, May 16, 2024**

Proposals shall be received at: **Hayward Unified School District Purchasing Department
24411 Amador Street Hayward, CA. 94544**

Proposals will be opened at the above stated time and place, however, no commitment will be made at that time until all proposals are evaluated for pricing, specifications and other pertinent information. Any nonconforming or incomplete proposal may be rejected. Proposers must comply with the instructions contained in the proposal. It shall be the full responsibility of all proposers to ensure that sealed proposals are delivered to the Purchasing Department office by the time and date stated. *Facsimile (FAX) copies or E-mail of the proposal will not be accepted.* The District will not be responsible for late deliveries by U.S. mail or any other means.

All proposals shall be made on form(s) furnished by the DISTRICT. Proposals must conform with and be responsive to the contract **documents**, copies of which are on file and accessible on our website at <https://www.husd.us/departments/purchasing/active-Proposals-proposals>

All **questions** regarding the proposals shall be submitted in writing to Victoria Coronado, Purchasing Manager via email to vcoronado@husd.k12.ca.us with "24.147 Dairy Provider" in the Subject line no later than **10:00 am on Friday, May 10, 2024**. Answers to questions and all related RFP documents will be posted online at the School District's Purchasing website.

It is the sole responsibility of the Proposer to monitor the website and ensure that they have reviewed all documents, addenda, and/or clarifications prior to submitting a response. Failure to acknowledge changes to the RFP may result in a determination that the proposer is nonresponsive.

The District reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in any proposal or in the proposal process.

No proposal, or any portion thereof, may be withdrawn for a period of ninety (90) days after proposal opening.

Publication Dates: 4/26/24 and 5/3/24

END OF DOCUMENT

RFP SCHEDULE

Advertisement Dates	April 26 and May 3, 2024
RFP Available and Posted on Website	April 26, 2024
Sample Taste Test	N/A
Questions deadline	May 10, 2024
Final Addendum Issued and Posted on Website (including Q&A)	May 13, 2024
RFP Due Date	May 16, 2024
Board Approval (District reserves the right to extend)	June 12, 2024

INSTRUCTIONS TO PROPOSERS

Proposal #24.147 Dairy Provider

Background: The Hayward Unified School District is seeking a distribution company to deliver food products for; the School Breakfast Program, the National School Lunch Program, the At Risk After School Program and the Child and Adult Care Feeding Program. The District services approximately 5,000 breakfasts, 11,000 lunches and 3,000 dinners daily to 20 Elementary Schools, 6 Middle Schools and 4 High Schools.

The District is committed to serving nutritious meals in support of education. All meals are reimbursable and we do not offer an ala carte program. We are seeking one vendor who can provide a variety of products that meets the nutritional goals of the Healthy, Hunger-Free Kids Act of 2010.

1. Preparation of the Proposal Form

The DISTRICT invites Proposals on the form attached, to be submitted at the time and place stated in the Notice Inviting Proposals. Proposals shall be submitted on the prescribed Proposal forms, including Exhibit A, completed in full. All Proposal items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the Proposal shall be in longhand. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Proposals

The Proposal shall be made on the Proposal Forms provided (Proposal Form *plus* Exhibit A Unit Prices for Proposal” and the complete Proposal, together with an electronic copy (flash drive with Proposal Form plus the Excel File copy of Exhibit A) of the Proposal forms and any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered to the Purchasing Department of the District, address: 24411 Amador Street, Hayward, California 94544, and must be received on or before the time set forth in the Notice Inviting Proposals. The envelope shall be plainly marked with the Proposers’ name, the Contract designation (Proposal# 24.147 Dairy Provider) and the date and time for the opening of Proposals. It is the Proposers’ sole responsibility to ensure that its Proposal is received prior to the scheduled closing time for receipt of Proposals. In accordance with Public Contract Code Section 20112 “whether or not Proposals are opened exactly at the time fixed in the public notice for opening Proposals, a Proposal shall not be received after that time.” Any Proposal received after the scheduled closing time for receipt of Proposals shall be returned to the Proposers unopened.

NOTE: ‘Exhibit A’ Item Price List must be completed and submitted with Proposal IN WRITTEN FORM **AND** IN ELECTRONIC FORM.

3. Signature

Proposal must be signed in the name of the Proposer and must bear the signature in longhand of the person or persons duly authorized to sign on behalf of the Proposers.

4. Modifications

Changes in or additions to the Proposal form, recapitulations of the items Proposal upon, alternative proposals, or any other modification of the Proposal form which is not specifically called for in the contract documents may result in the District's rejection of the Proposal as not being responsive to the invitation to Proposal.

5. Erasures, Inconsistent Proposals

The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the Proposal. In the event of inconsistency between words and figures in the Proposal price, words shall control figures. In the case of an error in an extension, the unit price upon which the extension is based shall take precedence. In the event the DISTRICT determines that any Proposal is unintelligible, inconsistent or ambiguous, the DISTRICT may reject such Proposal as not being responsive to the invitation to Proposal.

6. Withdrawal of Proposals

Any Proposal may be withdrawn, either personally, by written request, or by telegraphic request at any time prior to the scheduled closing time for receipt of Proposals. All requests for Proposal withdrawal must be accompanied with a power-of- attorney or other proof acceptable to the DISTRICT which authorizes the individual requesting the Proposal withdrawal to so act on behalf of the Proposers.

7. Form of Agreement

Proposed Agreement which the successful Proposer will be required to execute is included in this document and should be carefully examined by the Proposers. No redaction, addition or other changes will be allowed without District approval.

8. Proposers Interested in More Than One Proposal

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one Proposal for the same work unless alternate Proposals are specifically called for. A person, firm or corporation that has submitted a sub- proposal to a Proposers, or that has quoted prices of materials to a Proposers, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers or making a prime proposal.

9. Award of Contract

District reserves the right to reject any or all Proposals, or to waive any irregularities or informalities in any Proposals.

The award of the contract, if made by the District, will be in accordance with Public Contract Code 20111(c) and consistent with federal procurement standards in Sections 200.318 to 200.326, inclusive of part 200 of Title 2 of the Code of Federal Regulations "the award shall be let to the most responsive and responsible party. The price shall be the primary consideration, but not the only determining factor."

If two identical low Proposals are received from responsible Proposers, the DISTRICT will determine which Proposal will be accepted pursuant to Public Contract Code 20117.

The following is the criteria by which HUSD will evaluate proposals submitted in response to this RFP.

Evaluation Criteria

RFP Evaluation Criteria

1. Price
 2. Product Specifications
 3. Adherence to RFP Requirements
 4. Vendor Qualifications/Past Performance
- Total = 100%

The contract term(s) shall be July 1, 2024 – June 30, 2025 with an option for the District to extend the term for two (2) additional, 1-year terms. The total contract term including extensions may not exceed 3 years.

10. Competency of Proposers

In selecting the lowest responsible Proposers, consideration will be given not only to the financial standing but also to the general competency of the Proposers for the performance of the Work covered by the Proposal. By submitting a Proposal, each Proposers agrees that the DISTRICT, in determining the successful Proposers and its eligibility for the award, may consider the Proposers' experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Proposers' performance of the Work. To this end, each Proposal shall be supported by a statement of the Proposers' experience as of the recent date on the form entitled "INFORMATION REQUIRED OF Proposers," bound herein.

11. Forfeiture for Failure to Execute Contract

In the event the Proposers to whom an award is made fails or refuses to execute the contract within five calendar days from the date receiving notification that he is the Proposers to whom the contract is awarded, District may award the work to the next lowest Proposers, or may call for new Proposals.

12. Delivery Charges

All Proposals on items shall be f.o.b. destination. No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices Proposal.

13. Delivery

See EXHIBIT B for delivery locations and hours (subject to change).

Upon award of Proposal, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and meet service schedules. There shall be no minimum quantities required in order for the District to place orders for needed items.

It is the responsibility of the vendor to order products in advance anticipating the usage and menu items as provided by the District at a minimum of one month in advance of a menu cycle.

All products shall conform to provisions set forth in Federal, State, County, and City laws for their production, handling, processing, marketing, and labeling. In the event of off-flavor damage, or items found to be unsatisfactory for consumption, the Vendor shall replace

items promptly at no additional cost to the District or shall issue full credit to the District at the District's discretion.

14. Age and Condition of Items

Stock shall be fresh, not frozen at any time before delivery and sound, prepared in properly equipped plants under modern sanitary conditions in accordance with the best commercial practice, and free from decay, discoloration or foreign matter. Containers must be sound, clean, sturdy and sealed. Opened or damaged packages will not be accepted.

Packages must have uniform identifying labels placed on two sides of the container. Brand, item code, and count must be clearly identified on master cases and boxes within master cases. All products must have a visible freshness date/code.

15. Prices Quoted prices must include all delivery charges and surtaxes. No extra charges will be allowed.

If during the contract period there should be a decrease in prices of the items Proposal, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices Proposal except by written approval and acceptance by the District and confirmed a minimum of 30 days in advance.

The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the vendor to any other school district or any other state, county, municipal or local governmental agency in Alameda County for products listed herein.

Quoted prices must include all delivery charges and District reserves the right to revoke the Proposal award unless qualifying decreases are passed on to the District.

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.

16. Sales Tax

Do not include California State Sales or Use Taxes in unit prices. This tax will be added at the time of purchase and paid for by the District.

17. District Requirements

The quantity shown is the estimate of consumption for a one-year period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the Proposal and required during the contract period shall be ordered and purchased from the successful Proposers(s) during such period.

In addition, the unit case and pack size listed indicates precisely District's size needed. No alternate sizes will be accepted.

If at any time the successful Proposers(s) should fail or be unable for any reason to provide items and in the volume as needed by the District, the District reserves the right to acquire as necessary from other sources during the life of the contract.

18. Interpretation of Documents:

If any person contemplating submitting a Proposal for the proposed contract is in doubt as to the true meaning of any part of the contract documents or finds discrepancies, in or omissions from, the specifications, they must, no later than **10:00 am on Friday, May 10, 2024**, submit to the Purchasing Manager of the District a written request via email, with Proposal number and name clearly stated in the Subject field, to vcoronado@husd.k12.ca.us for an interpretation or correction hereof. Any interpretation or addendum duly issued by the District will be emailed to the person submitting the request and will be posted to the District website. The District will not be responsible for any other explanation or interpretation of the proposed documents.

19. SUBSTITUTIONS FOR SPECIFIED ITEMS

Whenever in these specifications any item is indicated or specified, such specifications shall be deemed to be used for the purpose of facilitating description of the item desired and shall be deemed to be followed by the words “or equal”.

The unit case and pack size listed indicate precisely District’s size needed. No alternate sizes will be accepted.

Unless an APPROVED substitute is indicated by Addendum, it is agreed all items proposed are as named in the specifications. Substitution after the award will not be permitted.

20. Marking of Packages

Each package contained in each shipment shall be clearly marked with the District purchase order number. Failure to mark the packages may delay district acceptance and payment for the shipment.

21. Addenda

Addenda or changes to the project specification may be issued by the District prior to Proposal opening and any addenda so issued must be included in the vendors' proposal cost.

22. Domestic Origin

Items of foreign origin must be so indicated, in accordance with the provisions of Chapter 226 of the 1933 Statutes of the State of California and California Public Contract Code Section 3410. Your signature to this document will be taken as your certification that all manufactured articles, processed foods, produce, materials and supplies not so indicated have been made, grown or produced in the United States or its' insular possessions from articles, materials or supplies mined, grown, produced or manufactured as the case may be, in those areas.

23. Buy American

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for the Program meals. A ‘domestic commodity or product’ is defined as one that is produced in the U.S, and is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

Exceptions to the Buy American provision are very limited; however, an alternative or

exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing in accordance with the requirements above (see Item 19). The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications: Price of the domestic food alternative substitute(s); and Availability of the domestic alternative substitute(s) in the relation to the quantity ordered.
- Reason for the exception: limited/lack of availability or price (include price): Price of the domestic food product; and Price of the non-domestic product that meets the required specification of the domestic product.

We require that suppliers certify the food product was processed in the U.S. and certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to us.

Supplier may use following language to provide the District with Buy American certification:

“We certify that (insert commodity or product name) was produced and processed in the U.S. and contains over 51% of its agricultural food component, by weight or volume, from the U.S.”

24. Alignment with District Values

The Hayward Unified School District (HUSD) and its Governing Board are committed to fostering equity, inclusion, and acceptance of all of our students and staff. We reject discrimination and are dedicated to achieving and fostering diversity and tolerance in our staff, our school population, and in our curriculum. We are also committed to ensuring that these values are essential principles integrated into all District policies, programs, operations, and practices. It is our mission to promote social equity, which includes a supply base reflecting the diverse students, employees, and the rich variety and diversity of families and communities we serve.

As we strive to lead as an ethical role model in the community, we encourage our vendors to join us in our mission of eliminating discrimination in all forms by supporting and sharing our core values. We wish to partner with vendors and contractors who share these values, and stand with us in our mission of inclusion and acceptance.

It is the intention of the Hayward Unified School District that in connection with all work performed, materials purchased or supplies provided for the Hayward Unified School District Community, the HUSD and its Vendor partners will jointly work to ensure that: “No person shall be excluded from participation in or denied the benefits of any HUSD program or activity on the basis of sex, sexual orientation, gender, gender identity, gender expression, genetic information, age, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, including a perception that the person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics in any program or activity conducted by the HUSD. HUSD vendor

partners agree to comply with Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code section 1410 and Labor Code section 1735. In addition, the vendor agrees to require compliance by any

sub-vendors employed on district projects.

END OF DOCUMENT

LIST OF REQUIRED SUBMITTALS

Proposal # 24.147 Dairy Provider

NOTE: The following items must be filled in completely with appropriate signatures ***and submitted with your Proposal.***

Failure to submit any of these required materials will be non-responsive to the Proposal requirements and may be grounds for disqualification.

1. Proposal Form
2. Exhibit A Item Price List (Printed copy)
3. Exhibit A Item Price List (Electronic copy)
4. Non-Collusion Declaration
5. Information Required of Proposers, References
6. Verification & Execution Form
7. Federal Certifications Form
8. Equal Opportunity Employment
9. Buy American Certification Form

Only these documents listed above should be submitted with your Proposal – do not submit [other] documents that are not listed above as part of the Proposal.

END OF DOCUMENT

Proposal FORM
(to Be Executed by Proposers and Submitted with Proposal)

Proposal # 24.147 Dairy Provider

TO: HAYWARD UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT:"

1. Pursuant to your Notice Inviting Proposals and the other documents relating thereto, the undersigned Proposers, having become familiarized with the terms of the complete contract, as defined in the Agreement, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the work required in connection with the following:

Proposal # 24.147 Dairy Provider

2. All in strict conformity with the complete contract as defined in the Agreement, including addenda nos. ____, ____, and ____, on file at the office of the Districts Purchasing Department, located at 24411 Amador Street, Hayward, California, for the sum
(Total Proposal for all items, tax is not included in this total) of:
\$ _____
_____ dollars.

MUST Attach Exhibit A Item Price List (Hard copy *plus* electronic copy)

3. It is understood that the DISTRICT reserves the right to reject this Proposal and that this Proposal shall remain open and not be withdrawn for the period specified in the Notice Inviting Proposals.
4. It is understood and agreed that if written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned after the opening of the Proposal, and within the time this Proposal is required to remain open, or at any time thereafter before this Proposal is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the Proposal as accepted within five (5) calendar days after receipt of notification of acceptance, and that the work under the contract shall be commenced by the undersigned Proposers, if awarded the contract, on the date to be stated per the Agreement.
5. Communications conveying acceptance of Proposals, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

Email: _____

Mailing Address: _____

6. The name of all persons interested in the foregoing proposal as principals are as follows (list Name and Title – or – indicate ‘none’):

(IMPORTANT NOTICE: If Proposers or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Proposers or other interested person is an individual, state first and last name in full.)

7. Pursuant to Section 4552 of the Government Code, in submitting a Proposal to the District, the Proposers offers and agrees that if the Proposal is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under Cartwright Act (Chapter 2 {commencing with Section 16700} of Part 2 of Division 7 of Business and Profession Code), arising from purchase of goods, materials, or services by the Proposers for sale to the purchasing body pursuant to the Proposal. Such assignment shall be made and become effective at the time the purchasing tenders final payment to the Proposers.
8. If the Proposers is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and that _____ whose title is _____ is authorized to act for and bind the corporation.
9. In the event the successful Proposers fails or refuses to post the required Certificate of Insurance and return executed copies of the agreement form within five (5) calendar days from the date of receiving the Notice of Recommendation to Award Contract, the successful Proposers shall be deemed to be in default and the District may award the contract to the next lowest Proposers.

Signature Authorization and Nature of Proposers Firm.

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

Nature of Company _____

Company Name of Proposers _____

Signature of Proposers _____

Contact Name _____

Contact Phone number _____

Contact Email _____

Corporate Seal (if a corporation)

END OF DOCUMENT

NON-COLLUSION DECLARATION

to Be Executed by Proposers and Submitted with Proposal

Proposal # 24.147 Dairy Provider

The undersigned declares:

I am the _____ [PRINT YOUR TITLE]

of _____ [PRINT FIRM NAME],

the party making the foregoing Proposal.

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

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

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

Date: _____

Proper Name of Proposers: _____

City, State: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

INFORMATION REQUIRED OF Proposers

(to Be Executed by Proposers and Submitted with Proposal)

General Information

Proposers shall furnish the following information. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to Proposers' firm and any of its officers, directors, shareholders, parties and principals.

1. Firm name and address:

- Telephone: _____ Email: _____

2. Type of firm: (Check one)
Individual ___ Partnership ___ Corporation ___ Joint Venture ___

3. If Proposers' organization is a corporation, answer the following:
 - a. Date of Incorporation: _____
 - b. State of Incorporation: _____
 - c. President's Name: _____
 - d. Vice-president's Name(s) _____
 - e. Secretary's Name: _____
 - f. Treasurer's Name: _____

4. If Proposers is an individual or a partnership, answer the following:
 - a. Date of Organization: _____
 - b. Name and Address of all partners (state whether general or limited partnership):

5. If Proposers' organization is other than a corporation or partnership, describe organization, name principals, and include titles, if any:

6. List other states in which Proposers' organization is legally qualified to do business.

7. Number of years as a vendor of the products/services of this type: _____

8. Have you been in litigation on a question relating to your performance on a contract during the past three years? _____

If "Yes," explain, and provide case name and number:

9. Have you ever failed to complete a project in the last three years? _____
If so, give name of owner and details

10. Within the last five years, has any officer or partner of Proposers' organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation.

11. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of DISTRICT? If so, please elaborate. _____

12. Has your firm ever been found to be "non-responsible" by an awarding agency? _____

If so, please elaborate. _____

13. List Trade References:

14. List Bank References:

END OF DOCUMENT

LIST OF REFERENCES

(to Be Executed by Proposers and Submitted with Proposal)

The following information should contain persons or entities familiar with Proposers' products and services. Proposers must be able to list three references verifying responsiveness and responsibility in delivery and product availability:

1. Name of Agency: _____
Agency Address: _____
Contact Person and Telephone: _____
Type of Products / Supplies and Service Provided: _____
Contract Amount: _____

2. Name of Agency: _____
Agency Address: _____
Contact Person and Telephone: _____
Type of Products / Supplies and Service Provided: _____
Contract Amount: _____

3. Name of Agency: _____
Agency Address: _____
Contact Person and Telephone: _____
Type of Products / Supplies and Service Provided: _____
Contract Amount: _____

END OF DOCUMENT

VERIFICATION AND EXECUTION

(to Be Executed by Proposers and Submitted with Proposal)

This document shall be executed only by a duly authorized official of the Proposer.

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

Executed this _____ day of _____, 2024, at _____,

County of _____, State of _____.

Signature

Name

Title

END OF DOCUMENT

FORM OF AGREEMENT

24.147 Dairy Provider

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the Hayward Unified School District, Alameda County, California, hereinafter called the District, and [Vendor Name], whose place of business is [Vendor Street Address] hereinafter called the Vendor for the Proposal Project Number and Name.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **THE CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The Proposal Package Documents of Proposal 24.147 Dairy Provider, the Accepted Proposal, the General Specifications, Addenda and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Vendor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.
2. **SERVICES, MATERIALS AND SUPPLIES:** The vendor agrees to furnish the products and services, the item or items of the stated Proposal listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. It is understood by the Vendor that all items or service will be promptly delivered to the District.
3. **COMPENSATION:** DISTRICT agrees to pay VENDOR the sum (Not To Exceed) of _____ (\$ _____) to be paid Monthly within thirty (30) days from DISTRICT's receipt of an undisputed itemized invoice.
4. **PAYMENTS.** The vendor shall submit an itemized invoice in duplicate of products satisfactorily delivered. District shall pay the vendor the full amount of each invoice within thirty (30) days of receipt except as noted in item 8.
5. **TERM:** The term of this Agreement shall commence on July 1, 2024 (the "Effective Date"), and shall continue thereafter until June 30, 2025. This contract may be extended by two (2) additional one (1) year terms. The total term of this contract may not exceed 3 years.
6. **TERMINATION FOR DEFAULT:** If the said Vendor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Vendor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

7. **TERMINATION OF AGREEMENT WITHOUT CAUSE:** DISTRICT may terminate this Agreement at any time by giving the Vendor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Vendor shall be entitled to no further compensation or payment of any type from the DISTRICT.
8. **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.
9. **EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be by unit prices agreed upon by the District and the Vendor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

10. **TIME OF COMPLETION:** The Vendor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract. The Vendor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.
11. **THE DISTRICT'S INSPECTOR:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this Contract. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall forthwith remedy such defect in a manner satisfactory to the District.
12. **REMOVAL OF REJECTED ITEMS:** All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Vendor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.
13. **DELAY DUE TO UNFORESEEN OBSTACLES:** The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or

shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non- performance is not due in part to the fault or neglect of the party not performing.

- 14. **ASSIGNMENT OF CONTRACT:** The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.
- 15. **INSURANCE PERMITS AND LICENSES REQUIRED OF THE VENDOR:** The Vendor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Specifications. The Vendor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Vendor.

The vendor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

- 16. **CONDITIONAL Proposal:** The District reserves the right to reject any Proposal which imposes conditions, or terms, on purchases, which were not specified in the original Proposal document.
- 17. **SAVE HARMLESS CLAUSE:** The Vendor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this contract.
- 18. **ATTORNEYS' FEES:** If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Vendor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.
- 19. **NOTICE:** All notices, requests, demands, and other communications given or required to be given under this Agreement shall be in writing, duly addressed to the parties as follows:

DISTRICT:

Hayward Unified School District
Purchasing Department
24411 Amador Street
Hayward, California 94541
Attn: Purchasing Manager

VENDOR:

DISTRICT and VENDOR may from time to time designate any other address for this purpose by written notice to the other party.

20. STATE AUDIT. Pursuant to and in accordance with the provisions of California Government Code section 8546.7, or any amendments thereto, all books, records, and files of DISTRICT or VENDOR connected with the performance of the Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under the Agreement. VENDOR shall preserve and cause to be preserved such books, records, and files for the audit period.
21. VENDOR IS NOT AN OFFICER, EMPLOYEE OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Vendor is an independent vendor, and is not an officer, employee or agent of the District or its member districts.
22. REQUIRED PROVISIONS: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
23. GOVERNING LAW: This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Alameda County.
24. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement, exists between the parties.
25. AUTHORITY: Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

Signature: _____

Name: _____

Date: _____

VENDOR

Signature: _____

Name: _____

Address: _____

Phone: _____

Email: _____

Date: _____

(CORPORATE SEAL OF VENDOR,
if VENDOR is a corporation)

END OF DOCUMENT

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

Labor Code Sections 1860-1861 (Workers' Compensation). In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Government Code Sections 8355-8357 (Drug-Free Workplace). I acknowledge and certify under penalty of perjury that I 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 the actions that 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) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (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 a proposal by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

Tobacco-Free Environment. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

**CRIMINAL RECORDS CHECK CERTIFICATION
(Vendor Fingerprinting Requirements)**

VENDOR CERTIFICATION

With respect to the Agreement dated _____, 2024 by and between Hayward Unified School District (“DISTRICT”) and _____ (“VENDOR”) for the provision of services, VENDOR hereby certifies to DISTRICT’s governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Vendor’s Representative

Date

VENDOR EXEMPTION

Pursuant to Education Code section 45125.1, the Hayward Unified School District (“DISTRICT”) has determined that _____ (“VENDOR”) is exempt from the criminal background check certification requirements for the agreement dated _____, 2024 by and between DISTRICT and VENDOR (“Agreement”) because

- VENDOR’s employees will have limited contact with DISTRICT students during the course of the Agreement; or
- Emergency or exceptional circumstances exist.

District Official

Date

END OF DOCUMENT

FEDERAL CERTIFICATIONS FORM

(To Be Submitted with Proposal)

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by for any contract resulting from this procurement process.

The Hayward Unified School District is the Subgrantee or Subrecipient by definition.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is:

The inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

The Hayward Unified School District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

The Hayward Unified School District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor pursuant to Article 35 of the Contract Terms and Conditions.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The vendor agrees to comply with all applicable requirements of the Clean Air Act as shown

above. Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(D) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM

Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The vendor certifies that during the term of an award for all contracts by

Hayward Unified School District resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award.

The undersigned certifies that:

- 1) No Federal appropriated funds have been paid or will be paid for 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 subrecipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C.

6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Record retention requirements for contracts paid for with federal funds – 2 cfr § 200.333

When federal funds are expended by Hayward Unified School District for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Certification of compliance with the energy policy and conservation act

When federal funds are expended by Hayward Unified School District for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Certification of compliance with Buy American provisions.

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name:

Company registered on SAM.gov? Yes No _____

Address, City, State, and Zip Code:

Phone Number:

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative

Date

Equal Opportunity Employment

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

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

Certificate

I/We hereby certify that
_____(company) is an equal opportunity employer as defined in the Equal Opportunity Act.

Date: _____

Contractor

By: _____

BUY AMERICAN CERTIFICATION FORM

Hayward 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.

Hayward 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 Hayward Unified School District unless otherwise mutually agreed upon and pre-approved by Hayward 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.

Hayward Unified 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 Hayward Unified School District and the vendor and documented.

Hayward Unified School District

**Hayward Unified School District
Dairy Proposal # 24.147
EXHIBIT A - Item Price List**

Product Description	Unit Size	Unit Qty	Unit Cost	Extension (Unit Qty x Unit Cost)
1% EP HALF PINT WHITE MILK	8 OZ CARTON	1,310,000		\$ -
FAT FREE HALF PINT WHITE MILK	8 OZ CARTON	124,000		\$ -
Total Bid: \$				-

RFP 24.147 Dairy Provider

EXHIBIT B - Delivery

Deliveries must be made 2 days per week Monday thru Friday (No Weekends). Deliveries must be made to the **Amador Warehouse address** between **6:00am to 2:00pm**. Delivery to **all other sites** can be made between **6:00am to 10:00am** to avoid lunch serving times. All sites are listed below. Access will be provided to delivery drivers for dark drops.

- (1) Mt.Eden HS- 2300 Panama Street
- (2) Hayward HS- 1633 East Avenue
- (3) Tennyson HS-27035 Whitman Street
- (4) Winton MS-119 Winton Avenue
- (5) Anthony MS- Ochoa 2121 Depot Road
- (6) Bret Harte MS- 1047 E Street.
- (7) Dr. Martin Luther King MS-26890 Holly Hill Avenue
- (8) Cesar Chavez MS-27845 Whitman Street
- (9) Amador Warehouse-24400 Amador Avenue**
- (10) Burbank ES-222 Burbank Street
- (11) Cherryland ES-456 Laurel Avenue
- (12) East Ave ES- 2424 East Avenue
- (13) Eden Gardens ES- 2184 Thayer Avenue
- (14) Eldridge ES-26825 Eldridge Avenue
- (15) Fairview ES-23515 Maud Avenue
- (16) Faith Ringgold ES-1570 Ward Street
- (17) Glassbrook ES 975 Schafer Rd
- (18) Harder ES-352 Harder Rd.
- (19) Longwood ES-850 Longwood Avenue
- (20) Lorin Eden ES-27790 Portsmouth Avenue
- (21) Palma Ceia ES-27679 Melbourne Avenue
- (22) Park ES-411 Larchmont Street
- (23) Ruus ES-28027 Dickens Avenue
- (24) Schafer Park ES-26268 Flamingo Avenue
- (25) Southgate ES-26601 Calaroga Avenue
- (26) Treeview ES-30565 Treeview Street
- (27) Tyrrell ES-27000 Tyrrell Avenue
- (28) Stonebrae ES-28761 Hayward Blvd.
- (29) Key Academy 585 Willow Ave,
- (30) Brenkwitz High School 22100 Princeton St.

Instructions:

- a) Deliveries shall be made in approved clean and safe refrigerated/freezer food service vehicles.
- b) Every Friday prior to the first day of service, the vendor shall provide the District with a delivery schedule for the week
- c) Expiration date of milk must be at least 10 days after the delivery date.
- d) If possible, milk should originate 250 miles or less from Hayward
- e) The delivery driver is responsible for unloading and staging of all items.
- f) An itemized shipping document or invoice, specifying the item and amount of each item delivered, shall be signed for by the designated HUSD representative and left at the time of delivery. Any discrepancies are to be noted for reconciliation.
- g) In case of non-delivery, short delivery or damaged item, the distributor shall redeliver the shorted items within (2) hours or agreed upon date or time.
- h) The distributor will pick up and issue credit for any items not delivered or products that are otherwise deemed unsatisfactory by the district.
- i) Vendor shall guarantee its delivery staff to have passed an annual DOJ background check.
- j) Delivery staff shall be in uniform and produce a government/company-issued photo I.D. upon request from a HUSD staff.
- k) The vendor shall have an H.A.C.C. P. and ServSafe program in place.
- l) The vendor shall credit the District for all returned items regardless of reason.
- m) The vendor shall have an established recall process in place at all times.
- n) In the event of an emergency/disaster, HUSD shall be given priority deliveries as needed for its disaster centers.
- o) The vendor shall not subcontract any portion of this contract.
- p) Be in Compliance with all applicable local, state, and federal regulations governing the production, packaging, and distribution of milk products
- q) Can provide references from at least three previous clients who can attest to the quality and reliability of the vendor's products and services.
- r) Demonstrate competency of milk storage, transportation, and distribution.
- s) Disclose of any current or past contracts with other organizations, along with details of performance and any relevant issues encountered.
- t) Agreement of conditions on Appendix B with the addition of expiration date stipulation (at least 10 days from date of delivery) and request that milk come from within a 250-mile radius.