**Superintendent**
Paul Miller

**Director of Student Nutrition**
Anne Lerma
(661) 392-8758

**Beardsley School District**

1001 Roberts Ln
Bakersfield, California 93308
(661) 393-8550
Fax (661) 393-5965

# Request for Proposals # 25-10
# Bread, Dairy, Produce

The Purchasing Group is seeking proposals from qualified vendors to procure and deliver Bread, Dairy, and Produce to receiving sites within the purchasing group.
Proposers shall offer one firm, fixed price for each item offered.

## Purchasing Group (10 School Districts)

**Arvin Union School District, Beardsley School District, Edison School District, Fairfax School District, Fruitvale School District, Lamont School District, Norris School District, Richland School District, Rosedale Union School District and Standard School District**

## Proposals Due: May 05, 2025 1:00 p.m.

## Publication Dates:
## March 19, 2025 & March 26, 2025

**Also @ Beardsleyschool.org**
**Edison.k12.ca.us**
**Standardschools.net**
**Arvinschools.com**
**Ruesd.net**
**Lamontesd.org**
**Norris.k12.ca.us**
**Fairfax.k12.ca.us**
**Fruitvale.k12.ca.us**
**Rsdshafter.org**

Contact:
Anne Lerma
Director of Nutrition Services
661-392-8758

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## Included Documents

**Request for Proposal Signature Page**
**Contract Agreement of Member Districts**
**Contract Agreement**
**Distributor Questionnaire**
**Dairy and Bread Pricing Sheets**
**Reference List**
**Civil Rights and Executive Order 11246 Certificate**
**Non-Collusion Declaration**
**Alcoholic Beverage and Tobacco-Free Campus Policy**
**Drug-Free Workplace**
**Employment Clearance – Department of Justice**
**Suspension and Debarment Certification, U.S. Department of Agriculture**
**Disclosure of Lobbying Activities**
**Iran Contracting Act Verification Form**
**Buy American Certification Form**
**Company Contact Information Form**
**Bread or Dairy Pricing Worksheet or Produce Excel Worksheets on a Flash Drive**

# Notice of Request for Proposal

Notice is hereby given that, on behalf of the ten (10) member district in the Purchasing Group, which consists of the Arvin Union School District, Beardsley School District, Edison School District, Fairfax School District, Fruitvale School District, Lamont School District, Norris School District, Richland School District, Rosedale Union School District and Standard School District, will receive sealed proposals for the **Request for Proposal Number # 25-10** for the procurement of the following:

## Bread, Dairy & Produce

Sealed proposals must be delivered to the District Office at Beardsley School District, 1001 Roberts Lane Bakersfield, CA 93308 no later than **1:00 pm on Monday, May 05, 2025**, according to the District Office dedicated time clock for that purpose.

**For the proposal to be considered valid, the Request for Proposal shall be sealed and marked - BREAD, DAIRY & PRODUCE RFP #25-10.** No proposal will be accepted after the noted day and time and will be returned unopened to the Proposer.

The District is not responsible for proposals sent via U.S. Mail, UPS, Federal Express or by any other delivery service. It is the vendor's responsibility to ensure that their proposal is delivered to the District Office. Each Proposal must conform and be responsive to the contract documents. No proposal may be withdrawn for ninety (90) days.

The ten (10) Districts within the Purchasing Group collectively, reserve the right to reject any or all proposals, to waive any discrepancy or technicality, and to award the contract for goods and services. The award of contract will be to the qualified firm who best complies with all the requirements set forth in the proposal documents and whose proposal, in the opinion of the ten Districts while complying with all legal requirements, is in the best interest of the purchasing group. A contract will be awarded to the responsive and responsible proposer, where price is the primary consideration, but not the only determining factor.

**CLARIFICATION DEADLINE**

All questions regarding proposal preparation, documents, discrepancies, omissions, the selection process, specifications and interpretations of the terms and conditions must be submitted in writing via email to Anlerma@beardsley.k12.ca.us with subject title: **RFP #25-10 CLARIFICATION**, no later than April 11, 2025, 11:00 am (Pacific Time).

**To obtain a Request for Proposal package visit the District web page at beardsleyschool.org**
**Or contact Anne Lerma, Director of Nutrition Services at 661-392-8758.**

# Request for Proposal Signature Page

This Request for Proposal (RFP) is for the distribution of goods and services for the purchasing group in the Purchasing Group, which consists of Arvin Union School District, Beardsley School District, Edison School District, Fairfax School District, Fruitvale School District, Lamont School District, Norris School District, Richland School District, Rosedale Union School District and Standard School District.

Before bidding, please read the **Instructions, Required Proposal Documents, and Contract Agreement** and thoroughly acquaint yourself with the project. Proposals must be submitted in sealed envelopes bearing on the outside - **BREAD, DAIRY & PRODUCE RFP #25-10**, according to the RFP Instructions. Proposals must reach the Beardsley School District Office, at the address listed above by the time and date listed above. Follow the Required Proposal Documents Checklist to assist with ensuring a complete proposal package.

If further clarification is needed, email Anne Lerma at the Beardsley School District at Anlerma@beardsley.k12.ca.us.

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

Signed By:_____

Printed Name of Signor above: _____

Title: _____ Date: _____

Company Name: _____

Mailing Address: _____

City _____ State _____ Zip Code _____

Phone Number_____ Fax Number _____

E-Mail Address: _____

# PROJECT SCHEDULE

All events are held at Beardsley School District located at
1001 Roberts Lane, Bakersfield, CA 93308

| | |
|---|---|
| Issue Date: | March 19, 2025 |
| Proposal Due: | May 05, 2025 at 1:00 p.m. District Office |
| Proposal Opening: | May 06 - May 09, 2025 |
| Intend to Award: | June 01, 2025 |
| Recap of RFP: | June 01, 2025 |
| Protest Deadline: | Three (3) calendar days after date of intent to award |
| Date of contract execution | July 01, 2025 |

Contact:

Anne Lerma
Director of Nutrition Services
Beardsley School District
1001 Roberts Lane
Bakersfield, CA 93308
661-392-8758

# Instructions to Bidders/Proposers

## PURPOSE OF THIS RFP

The Purchasing Group is seeking proposals from qualified vendors to procure and deliver Bread, Dairy, and Produce to receiving sites within the purchasing group. Proposers shall offer one firm, fixed price for each item offered.

**Each RFP Section will be awarded to one (1) winning distributor and (1) secondary or backup distributor for all participating member districts in the Purchasing Group.** In the event that the winning distributor is unable to fulfill the contract requirements thus resulting in a cancellation of the original contract between the winning distributor and the member district(s), a backup distributor may fulfill the contract with a member district upon mutual agreement without submitting another proposal. Proposals made in this RFP by the backup distributor shall stay effective till the end of the contract term. Each individual member district will act as the sole judge on whether the contract requirements are met to the district's satisfaction.

In the event that the awarded distributor is unable or unwilling to provide any product(s) on our quotation pricing sheets or additional added items for delivery, the Purchasing Group reserves the right to purchase those products(s) from the awarded secondary or backup distributor at their product quotation sheet pricing for the duration of the contract and any renewals. This RFP defines the program, the products, and the services that are being sought from the Distributor(s) and generally outlines the program requirements.

## SCOPE OF SERVICES

The selected vendor(s) will partner with the Purchasing Group member districts over the term of the contract resulting from this RFP to procure and deliver Bread, Dairy, and Produce products to sites designated within the member districts (see Appendix for individual member district profile). The Purchasing Group is comprised of the following school districts at the time of the issuance of this RFP:

1. **Arvin Union School District**
2. **Beardsley School District**
3. **Edison School District**
4. **Fairfax School District**
5. **Fruitvale School District**
6. **Norris School District**
7. **Lamont School District**
8. **Richland School District**
9. **Rosedale Union School District**
10. **Standard School District**

District's site delivery requirements are listed on the Attached District Profile page along with required schedules determined by the member districts based on their operational needs.

The Purchasing Group on average, serves over **2,740,600 breakfasts, 3,852,500 lunches, 568,200 snacks and 539,000 supper meals per school year**. The Purchasing Group doesn't anticipate new member school districts joining the group. However, if current members that are not participating in a specific section, for School Year 2025-2026, can request to be included in the future possible renewals if all parties agree.

## GENERAL INSTRUCTIONS AND CONDITIONS – RFP # 25-10

Proposals are requested for furnishing the Purchasing Group member districts, for Bread, Dairy & Produce, for the period of July 01, 2025 through June 30, 2026. Each member district reserves the right to determine purchase amounts based on the member district's operational need.

Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. The signatures of all persons shall be in longhand in ink. Proposers shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. All proposals shall be submitted in sealed envelopes bearing on the outside **BREAD, DAIRY & PRODUCE RFP #25-10.** It is the sole responsibility of the vendor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral or telephonic modification of any proposal submitted will be considered.

## LIMITATIONS

The Purchasing Group shall not be obligated to accept the lowest priced proposal, but will be evaluating proposals with the intent of awarding to the most responsive and responsible party or parties, where price is the primary consideration, but not the only determining factor. The Purchasing Group reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the member districts. The Purchasing Group may take into account the performance of the Proposers with respect to any recent contract(s) with other school districts. The Purchasing Group, however, reserves the right to reject any one or all proposals, to waive any informality in the proposals, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the responsive and responsible proposer with the highest total score based on the criteria set forth in this solicitation **and** is in the best interest of the member districts. This RFP is not an offer by the Purchasing Group to contract with any party responding to this RFP. The Purchasing Group makes no guarantee that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The Purchasing Group shall, in no event, be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the services contract, if at all, is at the sole discretion of the Purchasing Group.

## RESTRICTIONS ON LOBBYING AND CONTACT

From the period beginning with the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this RFP, the evaluation or selection process and/or the award of the contract with any member of the Purchasing Group Districts, Board of Trustees, selection members, other than the named contact herein. Any such contract shall be grounds for disqualification of the entity submitting a response.

**INSTRUCTIONS FOR SUBMITTING PROPOSALS**

1. **Proposal Format and Required Information.** Distributors responding to this RFP must follow the format in the section of Required Proposal Documents. Proposals should be properly and legibly filled out in ink or typewritten, include responses to all questions, and are to be verified before submission, as they cannot be corrected after proposals are opened. Distributors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. It is the sole responsibility of the Distributor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be filed with date and time stamp with remaining RFP Documents. No oral or telephonic modification of any proposal submitted will be considered. You may include a link to your company's web site to reference supplemental or additional information.

    a. Each proposal must have an original signature in ink of only one (1) responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. When requested by the Purchasing Group, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Failure to sign properly may result in rejection of the proposal. Obligations assumed by such signature must be fulfilled.
    b. Corrections made of entries on the proposal must be initialed in ink by the same person who signs the form for the Distributor. No corrections can be made after the time stated for receiving quotations.
    c. Proposals are to be verified before submission, as they cannot be corrected after proposals are opened. All proposals shall be submitted in sealed envelopes bearing on the outside **BREAD, DAIRY & PRODUCE RFP #25-10**. It is the sole responsibility of the vendor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral, facsimile, electronic or telephonic modification of any proposal submitted will be considered.
    d. Distributors shall fully answer each question on the Proposal Worksheet and Distributor Questionnaire of this request for proposal. A proposal shall be deemed non-responsive if a Distributor fails to answer every question on the above mentioned documents.
    e. Produce Distributors must submit a digital copy of your completed Excel spreadsheet on a USB Flash Drive. This Flash Drive must be submitted with your RFP documents.

2. **Withdrawal of Proposals.** A distributor may withdraw a proposal by letter or in person prior to submission deadline. Proposals may not be withdrawn after May 02, 2025 at 2:00 p.m.

3. **Award.** The Purchasing Group reserves the right to reject any and all proposals without explanation or recourse and to negotiate with the companies submitting a proposal. The Purchasing Group further reserves the right to contract the work with whomever and in whatever manner the Purchasing Group decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the Purchasing Group may require. A proposal submitted in response to this RFP will be administered in the following manner:

a. After the opening of the RFP Criteria envelopes and at a time of their choosing, the ten (10) Districts will score the proposals based on the evaluation criteria to determine Distributors that are deemed Responsible & Responsive according to the Evaluation Criteria Section.
b. The Purchasing Group as a Whole (ten Districts) may investigate the qualifications of any bidder/proposer under consideration, require confirmation of information furnished by a bidder/proposer, and require additional information and/or evidence of qualifications to perform the services described in the RFP. The Purchasing Group Districts shall have the right to inspect the distribution facility or facilities and equipment to be utilized.
c. The Purchasing Group as a whole will be the sole judge of merit and not necessarily accept the lowest price offered. Distributors that are deemed Responsible & Responsive will be the only Distributors that will then be evaluated on a best value point system; the highest scored Distributor per RFP Section will be awarded. On behalf of the Purchasing Group, Beardsley School District will issue an Intent to Award letter to the successful Proposer, with all ten Districts signatures. The award will be formally made by the Beardsley School District in a timely manner. In the event that a secondary vendor is awarded, Beardsley School District will mail an Intent to Award letter to the distributor in the same manner.

4. **Protest by Proposers.** A Proposer may protest a bid award if he/she believes that the award is inconsistent with Beardsley School District (BSD) Board policy, the bid's specifications, or is not in compliance with law. A protest must be filed in writing with the BSD Superintendent or designee by the protest deadline. The Proposer shall submit all documents supporting or justifying the protest. A Proposer's failure to file the protest documents in a timely manner shall constitute a waiver of their right to protest the award of the contract. The Superintendent or designee shall review the documents submitted with the Proposer's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the Proposer in order to attempt to resolve the problem. The Proposer may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the Proposer of the time for Board consideration of the protest. The Board's decision shall be final.

5. **Execution of Contract**. Each District will be required to have a Contract signed by the proposing Distributor. The signed contract forms submitted by the proposing Distributor become fully executable after the award of the RFP. In the event the Distributor to whom an award is made fails or refuses to execute the contract within the period provided in this section, the Purchasing Group may work with the secondary or backup distributor, or may reject all proposals and may issue a new Request for proposal.

**PROPOSAL EVALUATION RFP CRITERIA, Sections 1, 2, 3, 4 & 5**

Proposal RFP Criteria will be evaluated based on the following criteria to determine if the submitted Distributors RFP is Responsible & Responsive and will move onto the best value point system Process. If all items listed on the Required Proposal Document Checklist are not submitted completely, then the RFP will be deemed **not** Responsible & Responsive.

Proposals will be evaluated against the evaluation criteria shown below by the Districts 10 members. Each proposal will be scored on a scale of 1 to 100 points, and required a Score of 60 to be deemed Responsible & Responsive.

1. Cost:

   Lowest cost may be based on individual line items or may be determined by total cost of all line items bid multiplied by total anticipated usage for each item.
   Lowest Proposer – 30 points
   Second Lowest – 25 points
   Third Lowest – 20 points
   Fourth Lowest – 15 points

2. Service Capability (up to 25 points)
   10% point deduction for each district's delivery schedule not being met.

   Will the Proposer be able to meet the specified delivery days and hours for each district? How will emergency deliveries be handled? What process would the Proposer follow if the driver forgets to deliver a product or shorts the site a product? Is the Proposer flexible enough to easily address changes in district needs? Does the Proposer have sufficient fleet resources on hand or easily expanded through leasing, subcontracting or acquisition? What are the Proposer's minimums and do they align with all Districts' needs.

3. Customer Service and References (up to 20 points)

   Proposers should demonstrate their ability to promptly respond to requests for information, to resolve complaints and issues, and to provide timely and accurate delivery. Proposer's customer service staff should be easily accessible for inquiries or issues. Proposers should be able to provide marketing strategies to assist the Purchasing Group in promoting school meal programs.

4. Sustainability & Geographical Preference (up to 20 points)

   Proposers should have an integrated operation including evidence that the proposing firm will continue to operate successfully throughout the term of any Perishable Contract it accepts. Proposers should have a robust level of financial capability sufficient to handle multi-year contracts. Proposers should show evidence of an integrated system to ensure food-safety and social responsibility. For the produce and dairy portion of the proposal, points will be awarded for geographic preference, which can be applied only to unprocessed or minimally processed locally grown or locally raised agricultural products. We are committed to offering seasonal menu items and purchasing from local farmers whenever possible. Prospers should make an effort to procure and offer California grown produce to schools and indicate these products on price lists and invoices.

5. Experience and Competence (up to 5 points)

   Proposers should be able to provide state-of-the-art technology in order to provide services including data collection, customized reports, online ordering, and complete traceability of products. Proposers should demonstrate substantial and recent experience in providing the products to California public schools. Proposers should provide an efficient supply-chain management system to ensure timely and accurate delivery and flexibility to address changes in needs of the Purchasing Group.

## Best Value Method of Scoring

| Vendor: | | |
|---|---|---|
| | | |
| | | |
| Criteria | Possible Pts | Awarded Pts |
| Cost | 30 | |
| Service Capability | 25 | |
| Customer Service & References | 20 | |
| Sustainability & Geographical Preference | 20 | |
| Experience & Competence | 5 | |
| Total | 100 | 0 |
| Comments: | | |
| | | |
| | | |

| Vendor: | | |
|---|---|---|
| | | |
| | | |
| Criteria | Possible Pts | Awarded Pts |
| Cost | 30 | |
| Service Capability | 25 | |
| Customer Service & References | 20 | |
| Sustainability & Geographical Preference | 20 | |
| Experience & Competence | 5 | |
| Total | 100 | 0 |
| Comments: | | |
| | | |
| | | |

| Vendor: | | |
|---|---|---|
| | | |
| | | |
| Criteria | Possible Pts | Awarded Pts |
| Cost | 30 | |
| Service Capability | 25 | |
| Customer Service & References | 20 | |
| Sustainability & Geographical Preference | 20 | |
| Experience & Competence | 5 | |
| Total | 100 | 0 |
| Comments: | | |
| | | |
| | | |

### Scoring System Summary

**#1 Cost:**
Lowest cost may be based on individual line items or may be determined by total cost of all line items bid multiplied by total anticipated usage for each item.
Lowest Bidder - 30 pts
Second Lowest - 25 pts
Third Lowest - 20 pts
Fourth Lowest - 15 pts

**#2 Service Capability:**
Will the bidder be able to meet the specified delivery days and hours for each district?
Is the Bidder flexible enough to easily address changes in the districts needs?
Up to 25 points awarded
10% point deduction for each district's delivery schedule not being met.

**#3 Customer Service & References:**
Bidders should demonstrate their ability to promptly respond to requests for information, to resolve complaints and issues and provide accurate deliveries.
Up to 20 points awarded

**#4 Sustainability & Geographical Preference:**
Bidder should have an integrated operation including evidence that the proposing firm will continue to operate successfully throughout the term of any perishable contract. Points will be awarded for goegraphical preference, which can be applied only to unprocessed or minimally processed locally grown or locally raised agricultural products within the State of California.
Up to 20 points awarded

**#5 Experience & Competence:**
Bidder should be able to provide state-of-the-art technology in order to provide services including data collection, customized reports and online ordering
Up to 5 points awarded

Complete scoring descriptions on pages 10-11 on RFP #25-10

***We reserves the right to disqualify a bidder if minimums, lead times or delivery dates do not meet our needs.***

# Required Proposal Documents

## Required Proposal Documents Checklist

Distributors responding to this RFP must follow the format in the section of Required Proposal Documents. The following must be completed and submitted with the proposal package:

| | |
|---|---|
| 1. Cover Letter (Note: Provide your own document.) | |
| 2. Request for Proposal Signature Page | |
| 3. Contract Agreement of Member Districts | |
| 4. Contract Agreement | |
| 5. Public Liability and Property Insurance (Note: Provide your own document.) | |
| 6. Hazard Analysis Critical Control Point Plan (Note: Provide your own document.) | |
| 7. Food Security and Safety Program (Note: Provide your own document.) | |
| 8. Product Recall Program (Note: Provide your own document.) | |
| 9. Distributor Questionnaire | |
| 10. Reference List | |
| 11. Civil Rights Act of 1964 | |
| 12. Non-Collusion Declaration | |
| 13. Alcoholic Beverage and Tobacco-Free Campus Policy | |
| 14. Drug-Free Workplace | |
| 15. Employment Clearance – Department of Justice | |
| 16. Suspension and Debarment Certification, U.S. Department of Agriculture | |
| 17. Disclosure of Lobbying Activities | |
| 18. Iran Contracting Act Verification Form | |
| 19. Buy American Certification Form | |
| 20. Company Contact Information Form | |
| 21. Bread or Dairy Pricing Sheet or Produce Excel Sheets on a Flash Drive | |
| 22. Required Proposal Documents Checklist (this form) | |

Completed by: _____ Title: _____

Signature: _____ Date: _____

**REQUIRED PROPOSAL DOCUMENTS**

**Submit all of the following documents with your proposal.**

1. Cover Letter (three single sided pages maximum)

Include the following components in the cover letter:

- RFP number in the beginning of the letter.
- A brief statement of interest and summary of relevant qualifications to engage in a professional relationship with any member of The Purchasing Group.
- The following statements:
  *"I certify that I have read the attached RFP and accompanying instructions and that I am authorized to commit the firm to the proposal submitted."*
- Name and Nature of Distributor's Legal Entity: Specify in the proposal the name and nature of the legal entity and any fictitious name(s) under which it does any business. An authorized officer or person shall sign the proposal under the correct firm name.
    a. Distributor name
    b. Address
    c. Name of contact person
    d. Phone number
    e. Email address
    f. Year Distributor was established
    g. Number of employees
    h. Web site/Facebook page
    i. Signature of authorized officer or person
    j. Corporate seal (if a corporation)

2. Request for Proposal Signature Page

An authorized officer or person shall sign the proposal under the correct firm name.

3. Contract Agreement of Member Districts

Successful Distributors agree to sign Contract Agreements with the 10 members of the Purchasing Group, (Arvin Union School District, Beardsley School District, Edison School District, Fairfax School District, Fruitvale School District, Lamont School District, Norris School District, Richland School District, Rosedale Union School District and Standard School District,) with all the same terms and conditions agreed here and listed on supportive documentation for this RFP #25-10 & Contract Agreement.

4. Contract Agreement

The form of contract agreement, which the successful proposer, as Distributor, will be required to execute, is included in the contract agreement section and should be carefully examined and completed by the proposer. Proposers are required to fill in the blank lines in the contract to complete the proposal. **No proposals shall receive consideration by the Purchasing Group unless this contract agreement is completely filled out and signed with the proposal.** The complete contract consists of the following documents: The Notice to Proposers, the Instructions to Proposers, the Accepted proposal, and the Contract Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions

or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents.

The awarded distributor(s) and, when applicable, the secondary or backup distributor will be required to execute the signed contract agreement when the RFP is awarded and Contracts for the Arvin Union School District, Beardsley School District, Edison School District, Fairfax School District, Fruitvale School District, Lamont School District, Norris School District, Richland School District, Rosedale Union School District and Standard School District, will also be required to be executed and signed. Distributors who are not awarded the RFP are not required to execute the signed contract agreement.

5. Public Liability and Property Insurance

Distributor shall maintain, during the entire term of this contract, adequate insurance to protect itself from claims under Workmen's Compensation Acts and from claims for damages or personal injury, including death and damage to property that may arise from operations under the order. The following outline the minimum insurance requirements and other required documentation:

a. Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than $1,000,000 per occurrence and $5,000,000 aggregate.

b. Workers' Compensation Insurance in such amounts as required by law

c. Motor vehicle liability insurance - minimum limits of $250,000 per person and $500,000 per occurrence for bodily injury liability and $100,000 for property damage liability is required on each vehicle owned, non-owned, or hired to be used in conjunction with the awarded contract.

The Selected Vendor may be required to provide proof of such insurance, naming the School District as additionally insured by separate endorsement.

6. Hazard Analysis Critical Control Point (HACCP) Plan

Distributors on this contract must have a HACCP Program in place for the company. A copy of the Distributor's HACCP Plan must be submitted with this proposal.

7. Food Security and Safety Program

A copy of the Distributor's Food Security and Safety Program must be submitted with this proposal.

8. Product Recall Program

A copy of the Distributor's Product Recall Program must be submitted with this proposal.

9. Distributor Questionnaire

Distributor(s) shall be required to respond to each of the attached questionnaires completely to be considered, and ARE encouraged to provide detailed responses.

10. Reference List

Please supply the contact information for three (3) School District Food & Nutrition Services within southern or central California.

List must include the following information for each contact:

a. District name
b. Address
c. Contact person and telephone number

11. Civil Rights Act of 1964 Certificate and Executive Order 11246 Compliance
    The successful Proposers shall be required to submit written assurance of compliance with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Executive Order 11246, that there will be no discrimination against any employees or applicants for employment, promotion, and assignment of wages because of race, color, religious creed, sex, national origin or ancestry.

12. Non-collusion Declaration
    Distributors on this contract are required to submit a Declaration of Non-collusion with their proposal. This form is included with the proposal package and must be signed under the penalty of perjury and dated.

13. Alcoholic Beverage and Tobacco-Free Campus Policy
    This form must be completed and submitted with this proposal.

14. Drug-Free Workplace
    This form must be completed and submitted with this proposal.

15. Employee Clearance – Department of Justice
    This form must be completed and submitted with this proposal.

16. Suspension and Debarment Certification, U.S. Department of Agriculture
    This form must be completed and submitted with this proposal.

17. Disclosure of Lobbying Activities
    This form must be completed and submitted with this proposal.

18. Iran Contracting Act Verification Form This form must be completed and submitted with this proposal.

19. Buy American Certification Form This form must be completed and submitted with this proposal.

20. Company Contact Information Form This form must be completed and submitted with this proposal.

21. RFP Pricing Worksheet for Bread or Produce or Dairy
    These forms must be completed and submitted with this worksheet. Proposals received without these forms/certifications will not be considered. Produce Distributors must submit a digital copy of your completed Produce Excel spreadsheet on a USB Flash Drive. This Flash Drive must be submitted with your RFP documents.

22. Required Proposal Form Checklist
    A checklist for required proposal forms is included in this RFP. Complete and submit with this proposal.

# Contract Agreement

## TERM OF AGREEMENT

The term of this agreement will be from July 01, 2025 through June 30, 2026.

## CONTRACT RENEWALS

This contract is deemed to be a CONTRACT FOR PRODUCTS AND SERVICES under the California Education Code Article 3, Section 17596. If mutually agreeable, the Purchasing Group reserves the right to renew the contract for two (2) additional twelve (12) month periods not to exceed three (3) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the Purchasing Group. Such renewal will be made by notifying the Distributor, in writing, sixty (60) days prior to the expiration of the contract. The percentage markup and the landed costs may be "subject to adjustment" at the beginning of each annual contract period. It is expressly understood that the contract rate increases are not automatic or guaranteed. The Distributor's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The Purchasing Group reserves the right to reject any such request and re-bid and/or terminate said contract within the provisions of the existing agreement. It is understood that increases in the manufacturer's and/or processors landed costs to the Distributor are out of the control of the Distributor. Those price adjustments may be accepted or rejected by the Purchasing Group.

Increases in the percentage markup price(s) in this RFP may not exceed the increase in the Consumer Price Index Urban for the Kern County region. https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm

## FAILURE TO PERFORM

The Purchasing Group, upon thirty (30) day written notice to the Distributor, may terminate this Contract for default, cause or for its convenience. If the agreement is terminated for convenience, the Distributor shall only be paid for service and products rendered to the date of termination.

Should the Distributor fail to perform properly and correct any of its obligations hereunder or any substandard performance that is unacceptable to the Member Districts. In the event of such termination, the Member Districts may proceed with the work in any reasonable manner it chooses. The cost to the Districts of completing the Distributors performance shall be deducted from any sum due to the Distributor under this Contract, without prejudice to the District's rights to recover damages.

The Member District(s) shall hold the successful Distributor liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the successful Distributor fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the Member District(s) may purchase the items herein specified elsewhere, without notice to the successful Distributor.

If the Proposer to whom an award is made fails or refuses to execute the Contract and provide the required submittals, certificates, licenses and permits within fifteen (15) days of the award, the Member Districts may award the contract to the next lowest responsive Proposer, reject all proposals, call for new proposals or disqualify the proposal. The Districts reserves the right to inspect any Proposer's plant, fleet, and equipment to determine the Proposer's preparedness prior to making an award.

**PRICING & QUOTATION SHEETS**

The pricing proposed must remain in effect for the term of the contract. The proposed pricing methodology will also be applied to any new products requested.

The Proposer must insert the unit price for *each item* on the pricing quotation sheets. The insertion of more than one unit price for a single item may result in the rejection of the proposal, unless alternate bids are specifically requested.

Proposers shall offer one firm, fixed price for each item offered. Alternate pricing or proposals will be rejected. Proposals stating "will negotiate" or "to be determined" or similarly vague language will be considered as non responsive and will be subject to rejection of the entire proposal.

Each item must be considered separately and not in combination with other items, unless otherwise specified on the pricing quotation sheets or other District forms.

Prices must be stated in units specified herein or in accordance with trade standards. In case of error in line item calculations, unit prices will govern.

**PRICE ADJUSTMENTS**

The successful Distributor shall be allowed to adjust prices upon presentation of suitable proof of a price increase from a manufacturer or processor. A notice shall be sent including proof of any increase thirty (30) days prior to the increase. No increase to the price will be allowed sooner than 180 calendar days from the date of RFP award, including thirty (30) calendar days advance written notice. Any change to the price shall be subject to mutual agreement by both parties.

In the event of a decline in price, the successful Distributor is to give the Purchasing Group the immediate advantage of such a decrease and inform the Purchasing Group of the decrease. All orders placed under this agreement shall be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

**OFFERS OF ADDITIONAL ITEMS**

This proposal package does not cover all products that will be used during the school year, but does include the products that are most used. Proposers shall attach a separate list of additional products available, with firm prices for the Contract Period. Additional items offered will not be considered when calculating proposal scoring totals. Once a contract is executed, The Purchasing Group shall contact the successful Distributor(s) for pricing on new or additional items not to exceed 10% of the contract award to be added at any time during the contract period.

**ESTIMATED USAGE QUANTITIES**

The estimated usage quantities indicated on the Product Quotation Sheets are the District's best estimate, as determined from previous annual totals and projected usages, and do not obligate the Member Districts to purchase the indicated quantities. The actual quantities required may be substantially more or less than indicated herein.

**PURCHASES OUT OF CONTRACT**

Award of this contract does not imply exclusive agreement with the Purchasing Group. The Districts reserve the right to purchase similar items from other sources, such as, small and/or local farmers and producers.

**SAMPLE EVALUATIONS**

Within two (2) working days of request by the Districts, the Proposer shall ship or deliver, at no charge to the Districts, a minimum of one (1) case or (1) packaged sample requested for evaluation. Each sample shall be labeled with the proposal number and product item number. Samples shall be submitted directly to: Beardsley School District, 1001 Roberts Ln., Bakersfield, CA 93308.

**FUEL SURCHARGES**

Absolutely **No shipping and handling or 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.

**ORDER CONDITIONS/DELIVERY MINIMUMS**

**There shall be a minimum of _____ in dollar volume or _____ in case counts**

The member district(s) in the Purchasing Group shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

**Web based on-line ordering and tracking systems are required with automated confirmation to each site and Nutrition Department offices.**

**VEHICLE DELIVERY CONDITIONS**

All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary, designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures.

Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Ice cream should be received at 8°F or lower. Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 45°F or lower. Additionally, products will be delivered free of infestation including, but not limited to, larvae and rodent droppings.

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

**PRODUCT QUALITY CONTROL**

The Purchasing Group reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the Purchasing Group to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor in default.

All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Distributor's plant is located or by the applicable federal standards, whichever is higher. Distributors shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributors shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of Kern or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

Distributor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. Products received shall not have a shelf life or expiration date **less than one week** from the date of delivery.

Distributors shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information.

In the event of product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with proposal (HACCP Plan, Food Security and Safety Program including Pest Control Policy)

**PRODUCE**

Shall be fresh and chilled, delivered in an enclosed, refrigerated truck. Produce must be delivered into the school cafeteria or warehouse within 72 hours of time of manufacture, and shall not exceed 41ºF upon delivery. No sulfating agents are allowed in the manufacture of pre-cut produce.

Products shall be delivered in optimum condition, with respect to maturity level, absence of decay, trim, appearance, and color. Individually portioned packs should be sealed. Packages must be free from dirt, grime, tears, rips or cuts. Produce received by the district must show **seven (7) or more** additional shelf-life days. The District reserves the right to be the sole judge of product quality.

Shortages and damaged products must be replaced within **two days** of first delivery. If the vendor is unable to deliver product when needed, the District retains the right to secure the product from another source.

**MILK**

The coded date on milk containers when received by the district must show **seven (7) or more** additional shelf-life days. Any containers received that do not meet the required coded seven-day timeline will be replaced by appropriately dated dairy products upon request.

When received, cases must be packed so that milk containers with the earliest code dates can be served first, so that staff may rotate inventory accordingly. Special care shall be taken in handling all cases of milk containers. Milk shall be packaged in sterilized plastic cases. When milk is delivered to a district representative, the temperature shall not exceed a maximum of 45 degrees Fahrenheit, and shall be in an unfrozen state. Milk shall be packed in cases without plastic shrink-wrap. Milk containers soiled by leaking milk shall be replaced in a timely manner.

All dairy products shall be delivered (full service) into equipment provided at the cafeteria in such quantities and at such time as may be ordered by the District staff. Milk will be stored in the cafeteria's milk cooler by the delivery person, if one is available or stacked in walk-ins. Frozen products shall be delivered hard frozen, 0 degrees Fahrenheit, or below. Under full service delivery, the regular delivery schedule must be acceptable to the School Nutrition Manager/Lead of the cafeteria being served. When necessary, special deliveries must conform to the time desired.

When over ordering or delivering transpires due to the distributor before a school holiday or recess, the surplus milk will be picked up by the Distributor and a credit slip written for the total units of milk returned to the Milk Distributor.

**BREAD**

The Purchasing Group requires a variety of Bread Products containing 100-percent whole grain or containing a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50-percent is whole grain. The remaining 50 percent or less of grains, if any, must be enriched.

Due to catering and adult meal service, The Purchasing Group is requesting pricing on a variety of enriched and/or white flour bakery products. Proposers shall attach a separate list of additional products available, with firm prices for the Contract Period. Additional items offered will not be considered when calculating proposal scoring totals.

Clean bread racks and trays shall be furnished free of charge and maintained to District(s) satisfaction.

**INFERIOR PRODUCT**

The Distributor agrees to permit inspection of the delivered items by a representative of the Purchasing Group with the right of rejection of inferior merchandise. The Purchasing Group's decision shall be final.

**PACKAGING**

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the Purchasing Group for product or freight.

**APPLICABLE "BUY AMERICAN" PROVISIONS**

Awarded Distributor(s) are required to provide Buy American Certifications or Attestation documentation for each item on the Pricing Sheet attesting that the food products are either 100% domestic commodities or a food product containing over 51% domestic food components, by weight or volume. Distributor(s) have 30 days from proposal award, to provide all documentation. Documents may be submitted electronically or in a web based format.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (PL 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodities or products.

Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. Report language accompanying the legislation noted that "substantially means over 51% from American products." Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA.

**Senate Bill 490** - This law is effective January 1, 2024 through January 1, 2029, and applies to local educational agencies (LEAs) who operate the School Nutrition Programs and receive more than $1,000,000 in annual federal meal reimbursement (which includes the National School Lunch Program, School Breakfast Program, and After School Snack Program).

If an LEA receives over $1,000,000 in annual federal meal reimbursement, they must specify in their solicitation for bids and contracts that they will only purchase agricultural food products grown, packed, or processed domestically unless any of the following applies:

(1) The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.

(2) The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non-domestically.

(3) The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the public institution.

An "Agricultural food product" means a fresh or processed product, including fruits, nuts, vegetables, herbs, mushrooms, dairy, shell eggs, honey, grains, livestock meats, poultry meats, and fish, including shellfish.

**Assembly Bill 778 -** This law amends California Food and Agriculture Code (FAC), Section 58595(a) by removing that school districts must accept the bid or price of a California grown agriculture product if the price does not exceed more than 5 percent of the lowest bid or an agricultural product produced outside of the state. In addition, this law adds LEAs to FAC, Section 58595(c), which requires LEAs to accept a bid or price for that agricultural *food* product when it is grown in California before accepting a bid or price for *a domestic* agricultural *food* product that is grown outside the state, when both of the following are met:

(1) The bid or price of the California-grown agricultural *food* product does not exceed the lowest bid or price for *a domestic* agricultural *food* product produced outside the state.

(2) The quality of the California-grown agricultural *food* product is comparable to that *domestic* agricultural *food product* produced outside the state

If the agricultural food component's packaging does not identify its origin at all, or in the case of processed foods that its agricultural food components are 51 percent domestic by weight or volume, the Districts may be out of compliance if an exception for nondomestic agricultural commodities was not first approved and documented by the District(s).

Therefore, Distributors offering product and/or products ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased.

Prior to accepting foods, the Purchasing Group will ensure that an alternative domestic food component, or an exception to purchase nondomestic foods, has been approved for delivery with back up documentation as to why an approved nondomestic food item was delivered. All Distributors must be able to certify the domestic percentage of the agricultural food component of commodities and products.

a. **Farm Animal Confinement (Prop 12) -** Effective September 1, 2022, the California Department of Food and Agriculture (CDFA), Animal Health and Food Safety Services, adopted Title 3, California Code of Regulations (3 CCR), sections 1320-1326, which are related to Proposition 12 (2018), the Farm Animal Confinement Initiative. Proposition 12 amended *Health and Safety Code* to require that veal calves, breeding pigs, and egg laying hens be housed in confinement systems that comply with specific minimum standards for freedom of movement, cage-free designation, and minimum floor space.

**NUTRITIONAL INFORMATION AND LABELING**

In order to accommodate the computerized menu system utilized by the Purchasing Group, the successful Distributor(s) shall be required to provide a complete nutrient analysis of all products, as requested by the Purchasing Group. The nutrient information may be obtained from an independent laboratory.
The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), Sugar (gm) Added Sugars (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg).

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, sesame or soybeans.

Distributor shall notify the Purchasing Group whenever there is a product/ingredient change in any item provided to the Purchasing Group. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Purchasing Group member district's.

**DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS**

The Purchasing Group will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case.

**If the desired product is absolutely not available for any reason, the Purchasing Group shall be notified at least 2 business days in advance.**

And the Purchasing Group shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the Purchasing Group. When substitutions do occur, Distributor shall adjust ordering quantity to meet original orders and provide nutritional statements and ingredient listings of the replacement product.

In the event an item awarded under this contract is discontinued, the Distributor is required to notify the purchasing group immediately. Contract items that are discontinued by their manufacturer during the term of the contract may be substituted with a same or similar item only if it equals or exceeds the specifications of the original item. Written documentation from the manufacturer of the product discontinuation shall be submitted directly to the districts. The Distributor may not discontinue any items from inventory which are not discontinued by their manufacturer, without providing advance written notification to the purchasing group.

**DELIVERIES**

The successful Distributor will make mutually acceptable delivery time options available for each site within the member districts of the Purchasing Group. The individual member districts reserve the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required.

Once a mutually agreed upon delivery schedule is established between the Distributor and the member district(s), timely delivery of all orders is expected. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption to service.

If, at any time, a delivery cannot be made within one (1) hour of the scheduled site time window, the Vendor/Driver must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Vendor's expense. Frequent occurrences may result in cancellation of the Contract.

## Distributor must guarantee a _____% fill rate for all District orders

For any District order, if the Proposer is unable to perform under the terms of the Contract, or if it fails to deliver any items ordered within the prescribed timelines, the District reserves the right to cancel any order(s) or purchase the item(s) from the Secondary Distributor, or on the open market.

**ACCOUNTING**

Invoices will be furnished to each site and include delivery site name, product name, quantity, Country of Origin, unit size, and unit price. An invoice signed by the food service lead or designee is required in order for the invoice to be processed for payment.

A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner. The Distributor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the District for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.

Allowable costs will be paid from the nonprofit school food service account to the Distributor net of all discounts, rebates and other applicable credits accruing to or received by the Distributor or any assignee under the contract.

The successful Distributor is required to follow all reporting Rules & Requirements set forth by USDA, California Department of Education and the Purchasing Group for all products delivered to District Site Locations.

Statements for all goods purchased within a calendar month shall be made available on an individual site basis using an Electronic and/or Paper Format, whichever is requested by each School District. Statements should be sent to the Director and accounts payable by the 10$^{th}$ day of the month following the month of purchase.

The payment terms of this contract shall be “Net 45 days” unless otherwise indicated below. All invoices are due and payable within 45 days from the “invoice date” or date of delivery. The Distributor will list all discounts and payment options available on the Proposal Worksheet if terms other than “Net 45 days” are offered.

Velocity and Market Reports are to be emailed within two (2) business days to Districts designated employees when any individual District requests such reports.

**SALES TAX**

Do not include California Sales or Use Taxes in unit or extended prices. The District will add this tax.

**RIGHT TO AUDIT**

The Distributor shall submit to third party audits and/or inspections initiated by the member district(s) during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Distributors must take steps to correct findings identified during audits and/or inspections, including

financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

**FORCE MAJEURE**

The parties to the proposal will be excused from performance 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 satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

**SAFETY AND SECURITY**

The Distributor shall comply with all Purchasing Group member district security regulations.
All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (Cal Code).

Distributor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the affected district.

**ADDITIONAL REQUIREMENTS**

a) The Distributor must offer the Purchasing Group access to reports and order guides or catalogs via on-line.
b) The Distributor must offer on-line ordering for each school site in the Purchasing Group.
c) The Distributor must offer marketing and educational information support of products.

**RISK OF LOSS**

The Selected Distributor assumes the following risks:

a) All risks of loss or damage to all goods, work in process, materials, and equipment until the delivery thereof as herein provided;
b) All risks of loss or damage to third persons and their property until delivery of all goods as herein provided;
c) All risks of loss or damage to any property received by the Distributor or its suppliers for the account of the District(s), until such property has been delivered to the District(s);
d) All risks of loss or damage to any of the goods or part thereof rejected by the District(s), from the time of shipment thereof to the Distributor until redelivery thereof to the District(s).

**HOLD-HARMLESS CLAUSE**

To the fullest extent permitted by law, the Distributor agrees to indemnify, defend and hold the Purchasing Group entirely harmless from all liability arising out of:

Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Distributor's employees or Distributor's subcontractor employees arising out of Distributors work under this proposal; and

Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Distributor, or any person, firm or corporation employed by the Distributor, either directly or by independent contract, including all damages due to loss or theft, sustained by and person, firm or corporation including the Purchasing Group, arising out of, or in any way connected with the Distributors work under this proposal, including injury or damage either on or off the Purchasing Group district property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the Purchasing Group district.

The Distributor, at the Distributors own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Purchasing Group districts, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Purchasing Group member district, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

**QUALIFIED PERSONNEL**

Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of the Contractor. The Contractor will conform to the District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, shall be supervised by the Contractor. To the extent that a Contractor staff member's work performance is unsatisfactory, the District reserves the right to request substitution of another staff member that would take this position and perform adequately. The Contractor agrees to replace staff members who are not performing effectively. Verification of staff members' qualifications should be made available to the District(s) upon request.

**FINGERPRINTING**

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

**PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract 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 inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

**USDA AND STATE COMPLIANT REGULATIONS AND RECALL NOTIFICATION**

All items submitted must comply with California Department of Education and USDA Nutrition Services requirements on food and beverage products in sponsorship of the NSLP, SBP and CACFP.

Any new or revised USDA or CDE regulations will be included with each additional year extension of awarded responses. All products must comply to be considered for the extension, at that time. Changes in USDA or CDE regulations may change acceptability of awarded product and additional testing/cutting may be required.

USDA regulations and instructions will supersede and be followed for all recalls. All recall notification and expansion of a recall must be notified within twenty-four (24) hours to all ten (10) Districts Nutrition Services Department.

**ATTORNEYS' FEES**

In the event of any dispute between the Purchasing Group, District, member district (s), and Contractor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator, within Kern County and 60 miles of the center of City of Bakersfield, CA, in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the

supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.

**PUBLIC RECORDS**

All responses to the proposal will become the property of the Districts. Once a final award is made, all proposal responses, except financial and proprietary information, become a matter of public record and shall be regarded by the Districts as public records. The Districts shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

If a Proposer believes that portions of a proposal constitute trade secrets or confidential or financial data, then the Proposer must so specify by, at a minimum, stamping in bold red letters, the term "CONFIDENTIAL" on that part of the proposal which the Proposer believes to be protected from disclosure. The Proposer must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Proposer believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The Districts will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The Proposer is hereby notified that the Districts may consider all or parts of the offer public information under applicable law even though marked confidential.

**EQUAL OPPORTUNITY EMPLOYER / FEDERAL NON-DISCRIMINATION STATEMENT**

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

**SMALL BUSINESS AND MINORITY, WOMAN, AND DISABLED VETERAN BUSINESS ENTERPRISE**

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

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

**CLEAN AIR ACT, CLEAN WATER ACT, AND ENVIRONMENTAL PROTECTION AGENCY REGULATION**

The Distributor(s) will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The District will report all violations to ADE and to the USEPA Assistant Administrator for Enforcement. (Only applies to contracts over $100,000)

**ADDENDA**

The District may issue an addendum or addenda to this Proposal Package. Any addenda shall form a part of the proposal Package including, as applicable, the Contract. Proposers are solely responsible for reviewing the District's website to determine whether any addenda have been issued. Under no circumstances will the District be responsible for informing prospective Proposers about any addendum or addenda in any manner beyond posting the applicable documents on the District's website. If the District elects to email or otherwise deliver an addendum to Proposers, such action shall not be construed as an agreement by the District to email or otherwise deliver future addenda to prospective Proposers. Proposers shall acknowledge in their proposals the receipt of any addenda. In the event that the District issues an addendum less than 72 hours before the proposal deadline, the addendum may state an extension of the proposal deadline.

**CONTRACT AGREEMENTS OF MEMBER DISTRICTS**

Successful Distributors agree to sign Contract Agreements with the 10 members of the Purchasing Group, (Arvin Union School District, Beardsley School District, Edison School District, Fairfax School District, Fruitvale School District, Lamont School District, Norris School District, Richland School District, Rosedale Union School District and Standard School District,) with all the same terms and conditions agreed here and listed on supportive documentation for this RFP #25-10 & Contract Agreement. Each District reserves the right to modify or create their own version of a Contract Agreement, with the same Terms and Conditions agreed here.

**THIS CONTRACT AGREEMENT** made and entered into this _____ day of _____, 2025, by and between _____ *(the "District")* and

_____

Distributor/Contractor Name

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

| **SCHOOL DISTRICT:** | **PROVISIONER:** |
|---|---|
| _____ | _____ |
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Address: | Address: |
| _____ | _____ |
| _____ | _____ |
| Phone No: (661) | Phone No: |
| Fax No: (661) | Fax No: |
| | Authorized Officers or Agents<br>(Corporate Seal) |

# District Member Profiles

District Member Profiles are hereby given for the following Districts of the Purchasing Group:

**Arvin Union School District**
**Beardsley School District**
**Edison School District**
**Fairfax School District**
**Fruitvale School District**
**Norris School District**
**Lamont School District**
**Richland School District**
**Rosedale Union School District**
**Standard School District**

**Total Number of Elementary Sites - 35**

**Total Number of Junior High Sites - 12**

For **Request for Proposal Number # 25-10** for the procurement of the following:

**Bread, Dairy & Produce**

**Each District Profile details are on their own page listing all delivery addresses, proposed number of deliveries per week, times Available for Deliveries and any Special Circumstances regarding deliveries.**

# Arvin Union School District

| | |
|---|---|
| Total Number of Delivery Sites for the District | FOUR (4) SITES |
| Director's Name | Dee Abbema |
| Director's Phone Number | 661-854-6543 |
| Director's Email | Dabbema@arvin-do.com |
| Special Notes | |

| School Site Name | Address | DAIRY | | | PRODUCE | | | BREAD | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | # Days per week | Delivery Days Needed | Delivery Hours | # Days per week | Delivery Days Needed | Delivery Hours | # Days per week | Delivery Days Needed | Delivery Hours |
| Sierra Vista Elementary | 300 Franklin St. Arvin, CA 93203 | 2 | Tuesday & Friday | 5:30-8:00 AM | 1 | Wednesday | 5:30-9:00 | 2 | Tuesday & Friday | 5:30-11:00 |
| Bear Mountain Elementary | 1501 Hood St. Arvin, CA 93203 | 2 | Tuesday & Friday | 5:30-8:00 AM | 1 | Wednesday | 5:30-9:00 | 2 | Tuesday & Friday | 5:30-11:00 |
| El Camino Real Elementary | 911 El Camino Real Arvin, CA 93203 | 2 | Tuesday & Friday | 5:30-8:00 AM | 1 | Wednesday | 5:30-9:00 | 2 | Tuesday & Friday | 5:30-11:00 |
| Haven Drive Middle School | 341 Haven Drive Arvin, CA 93203 | 2 | Tuesday & Friday | 5:30-8:00 AM | 1 | Wednesday | 5:30-9:00 | 2 | Tuesday & Friday | 5:30-11:00 |

# Beardsley School District

| | |
|---|---|
| Total Number of Delivery Sites for the District | Three (3) SITES |
| Director's Name | ANNE LERMA |
| Director's Phone Number | 661-392-8758 |
| Director's Email | ANLERMA@BEARDSLEY.K12.CA.US |
| Special Notes | If a holiday falls on our delivery day, we will need a delivery on the next school day. |

| School Site Name | Address | DAIRY | | | PRODUCE | | | BREAD | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | # Days per week | Delivery Days Needed | Delivery Hours | # Days per week | Delivery Days Needed | Delivery Hours | # Days per week | Delivery Days Needed | Delivery Hours |
| BEARDSLEY ELEMENTARY & JUNIOR HIGH SCHOOL | 1001 ROBERTS LN. BAKERSFIELD, CA. 93308 | 5 | M T W TH F | 6 a.m. to 12 p.m. | 2 | MON & THUR | 6:00 to 8:30 a.m. | 1 | MON or TUE | 6 a.m. to 12 p.m. |
| NORTH BEARDSLEY SCHOOL | 900 SANFORD DR. BAKERSFIELD, CA 93308 | 5 | M T W TH F | 6 a.m. to 12 p.m. | 2 | MON & THUR | 6:00 to 10:00 a.m. | 1 | MON or TUE | 6 a.m. to 12 p.m. |
| SAN LAUREN ELEMENTARY SCHOOL | 5210 VICTOR ST. BAKERSFIELD, CA. 93308 | 5 | M T W TH F | 6 a.m. to 12 p.m. | 2 | MON & THUR | 6:00 to 10:00 a.m. | 1 | MON or TUE | 6 a.m. to 12 p.m. |

# Edison Elementary School District

| | |
|---|---|
| Total Number of Delivery Sites for the District | TWO (2) SITES |
| Director's Name | Anjanette Heydt |
| Director's Phone Number | (661) 340-9135 |
| Director's Email | Aheydt@edison.k12.ca.us |
| Special Notes | |

| School Site Name | Address | DAIRY | | | PRODUCE | | | BREAD | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | # Days per week | Delivery Days Needed | Delivery Hours | # Days per week | Delivery Days Needed | Delivery Hours | # Days per week | Delivery Days Needed | Delivery Hours |
| Edison Middle School | 717 Edison Rd Bakersfield, CA 93307 | 5 | M T W Th F | 6:00 - 10:00 AM | 2 | MON & WED | 6:00 - 11:00 AM | 2 | MON & WED | 6:00 - 10:00 AM |
| Orangewood Elementary School | 9600 Eucalyptus Dr. Bakersfield, CA 93306 | 5 | M T W Th F | 6:00 - 10:00 AM | 2 | MON & WED | 6:00 - 11:00 AM | 2 | MON & WED | 6:00 - 10:00 AM |

# Fairfax School District

| | |
|---|---|
| Total Number of Delivery Sites for the District | Four (4) SITES |
| Director's Name | Michelle Dominges |
| Director's Phone Number | 661-366-7221 Ext. 1202 |
| Director's Email | mdominges@fairfaxsd.us |
| Special Notes | If a holiday falls on a regular delivery day we will need |

| School Site Name | Address | DAIRY | | | PRODUCE | | | BREAD | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | # Days per week | Delivery Days Needed | Delivery Hours | # Days per week | Delivery Days Needed | Delivery Hours | # Days per week | Delivery Days Needed | Delivery Hours |
| FAIRFAX JR HIGH | 1500 S. FAIRFAX RD. BAKERSFIELD CA, 93307 | 5 | M T W TH F | 5:30 am - 9:00 am | 2 | M W | 5:40 am - 8:00 am | 1 | ANY DAY EXCLUDING WEDNESDAY | 5:40 am- 8:00 am |
| SHIRLEY LANE ELEMENTARY SCHOOL | 6714 SHIRLEY LANE BAKERSFIELD CA, 93307 | 5 | M T W TH F | 5:30 am - 9:00 am | 2 | M W | 5:40 am - 8:00 am | 1 | ANY DAY EXCLUDING WEDNESDAY | 5:40 am- 8:00 am |
| VIRGINIA AVENUE ELEMENTARY SCHOOL | 3301 VIRGINIA AVE BAKERSFIELD CA, 93307 | 5 | M T W TH F | 5:30 am - 9:00 am | 2 | M W | 5:40 am - 8:00 am | 1 | ANY DAY EXCLUDING WEDNESDAY | 5:40 am- 8:00 am |
| ZEPHYR LANE ELEMENTARY SCHOOL | 6327 ZEPHYR LANE BAKERSFIELD, CA 93307 | 5 | M T W TH F | 5:30 am - 9:00 am | 2 | M W | 5:40 am - 8:00 am | 1 | ANY DAY EXCLUDING WEDNESDAY | 5:40 am- 8:00 am |

# Fruitvale School District

| | |
|---|---|
| Total Number of Delivery Sites for the District | FIVE (5) SITES |
| Director's Name | Kimberly Boles |
| Director's Phone Number | 661-619-9827 |
| Director's Email | kiboles@fruitvale.net |
| Special Notes | |

| School Site Name | Address | DAIRY | | | PRODUCE | | | BREAD | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | # Days per week | Delivery Days Needed | Delivery Hours | # Days per week | Delivery Days Needed | Delivery Hours | # Days per week | Delivery Days Needed | Delivery Hours |
| Columbia Elementary | 703 Mondavi Way Bakersfield, CA 93312 | 5 | M T W TH F | 8:30-12:00 | 2 | MON & WED | 8:30-12:00 | 0 | | |
| Discovery Elementary | 7500 Vaquero Avenue Bakersfield, CA 93308 | 5 | M T W TH F | 8:30-12:30 | 2 | MON & WED | 8:30-12:30 | 0 | | |
| Endeavour Elementary | 9300 Meacham Road Bakersfield, CA 93312 | 5 | M T W TH F | 8:30-12:30 | 2 | MON & WED | 8:30-12:30 | 0 | | |
| Fruitvale Junior High | 2114 Calloway Drive Bakersfield, CA 93312 | 5 | M T W TH F | 8:30-12:30 | 2 | MON & WED | 8:30-12:30 | 0 | | |
| Quailwood Elementary | 7301 Remington Ave. Bakersfield, CA 93309 | 5 | M T W TH F | 8:30-12:30 | 2 | MON & WED | 8:30-12:30 | 0 | | |

# Norris School District

| | |
|---|---|
| Total Number of Delivery Sites for the District | FIVE (5) SITES |
| Director's Name | Amanda Atkinson |
| Director's Phone Number | 661.387.7012 |
| Director's Email | amanda.atkinson@norris.k12.ca.us |
| Special Notes | |

| School Site Name | Address | DAIRY | | | PRODUCE | | | BREAD | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | # Days per week | Delivery Days Needed | Delivery Hours | # Days per week | Delivery Days Needed | Delivery Hours | # Days per week | Delivery Days Needed | Delivery Hours |
| Norris Middle School | 6990 Calloway Drive Bakersfield, CA 93312 | 5 | M T W TH F | 7:00am-11:00am | 2 | MON & WED | 7:00am-11:00am | 2 | MON & WED | 7:00am-11:00am |
| Norris Elementary School | 7110 Old Farm Road Bakersfield, CA 93312 | 5 | M T W TH F | 7:00am-11:00am | 2 | MON & WED | 7:00am-11:00am | 2 | MON & WED | 7:00am-11:00am |
| Olive Drive Elementary School | 7880 Darrin Ave Bakersfield, CA 93312 | 5 | M T W TH F | 7:00am-11:00am | 2 | MON & WED | 7:00am-11:00am | 2 | MON & WED | 7:00am-11:00am |
| Veterans Elementary School | 6301 Old Farm Road Bakersfield, CA 93312 | 5 | M T W TH F | 7:00am-11:00am | 2 | MON & WED | 7:00am-11:00am | 2 | MON & WED | 7:00am-11:00am |
| William Bimat Elementary School | 8600 Northshore Drive Bakersfield, CA 93312 | 5 | M T W TH F | 7:00am-11:00am | 2 | MON & WED | 7:00am-11:00am | 2 | MON & WED | 7:00am-11:00am |

# Lamont School District

| | |
|---|---|
| Total Number of Delivery Sites for the District | FOUR (4) SITES |
| Director's Name | Deloris Terrell |
| Director's Phone Number | 661-845-2298 |
| Director's Email | dterrell@lesd.us |
| Special Notes | Produce Delivered at Mt. View only - Bread Delivered at Mt. View & Alicante only |

| School Site Name | Address | DAIRY | | | PRODUCE | | | BREAD | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | # Days per week | Delivery Days Needed | Delivery Hours | # Days per week | Delivery Days Needed | Delivery Hours | # Days per week | Delivery Days Needed | Delivery Hours |
| Mt. View Middle School | 8001 Weedpatch Hwy. Bakersfield, Ca 93307 | 2 | Tuesday & Thursday | 6:00 am - 11:00 am | 2 | Monday & Wednesday | 6:00 am - 11:00pm | 2 | Tuesday & Thursday | 6:00 am - 11:00pm |
| Myrtle Ave. School | 10421 Myrtle Ave. Lamont, Ca 93241 | 2 | Tuesday & Thursday | 6:00 am - 11:00 am | 0 | | | 0 | | |
| Lamont Elementary School | 8201 Palm Ave. Lamont, Ca 93241 | 2 | Tuesday & Thursday | 6:00 am - 11:00 am | 0 | | | 0 | | |
| Alicante Elementary School | 7998 Alicante Ave. Lamont, Ca 93241 | 2 | Tuesday & Thursday | 6:00 am - 11:00 am | 0 | | | 2 | Tuesday & Thursday | 6:00 am - 11:00am |

# Richland School District

| | |
|---|---|
| Total Number of Delivery Sites for the District | Three (3) SITES |
| Director's Name | Kimberly Ramirez |
| Director's Phone Number | 661-746-8640 |
| Director's Email | kramirez@rsdshafter.org |
| Special Notes | |

| School Site Name | Address | DAIRY | | | PRODUCE | | | BREAD | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | # Days per week | Delivery Days Needed | Delivery Hours | # Days per week | Delivery Days Needed | Delivery Hours | # Days per week | Delivery Days Needed | Delivery Hours |
| Golden Oak Elementary | 190 South Wall St Shafter, CA. 93263 | 5 | M T W T F | 6am-9am | 2 or 3 | Monday, Wednesday, Friday | 6am-9am | 1 or 2 | Open | 6am-1pm |
| Redwood Elementary & Richland Junior High | 331 North Shafter Ave. Shafter, CA. 93263 | 5 | M T W T F | 6am-9am | 2 or 3 | Monday, Wednesday, Friday | 6am-9am | 1 or 2 | Open | 6am-1pm |
| Sequoia Elementary | 500 East Valley Rd. Shafter, CA. 93263 | 5 | M T W T F | 6am-9am | 2 or 3 | Monday, Wednesday, Friday | 6am-9am | 1 or 2 | Open | 6am-1pm |

# Rosedale Union School District

| | |
|---|---|
| Total Number of Delivery Sites for the District | Nine (9) SITES |
| Director's Name | Mary Anne Groves |
| Director's Phone Number | Cell (661) 432-5043 or desk (661) 688-0327 |
| Director's Email | mgroves@ruesd.net |
| Special Notes | |

| School Site Name | Address | DAIRY | | | PRODUCE | | | BREAD | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | # Days per week | Delivery Days Needed | Delivery Hours | # Days per week | Delivery Days Needed | Delivery Hours | # Days per week | Delivery Days Needed | Delivery Hours |
| Almondale Elementary | 10510 Chippewa Avenue Bakersfield, CA 93312 | 2 | Tues & Fri | 7am - 12:45 pm | 2 | Tues & Fri | 7am - 12:45 pm | 0 | 0 | 0 |
| American Elementary | 800 Verdugo Lane Bakersfield, CA 93312 | 2 | Tues & Fri | 7am - 1 pm | 2 | Tues & Fri | 7am - 1 pm | 0 | 0 | 0 |
| Centennial Elementary | 15200 Westdale Drive Bakersfield, CA 93314 | 2 | Tues & Fri | 7am - 12:45 pm | 2 | Tues & Fri | 7am - 12:45 pm | 0 | 0 | 0 |
| Del Rio Elementary | 600 Hidalgo Drive Bakersfield, CA 93314 | 2 | Tues & Fri | 7am - 12:45 pm | 2 | Tues & Fri | 7am - 12:45 pm | 0 | 0 | 0 |
| Freedom Middle School | 11445 Noriega Road Bakersfield, CA 93312 | 2 | Tues & Fri | 7:30 - 1:15 | 2 | Tues & Fri | 7:30 - 1:15 | 0 | 0 | 0 |
| Independence Elementary | 2345 Old Farm Road Bakersfield, CA 93312 | 2 | Tues & Fri | 7am - 1 pm | 2 | Tues & Fri | 7am - 1 pm | 0 | 0 | 0 |
| Patriot Elementary | 4410 Old Farm Road Bakersfield, CA 93312 | 2 | Tues & Fri | 7am - 12:45 pm | 2 | Tues & Fri | 7am - 12:45 pm | 0 | 0 | 0 |
| Rosedale Middle School | 12463 Rosedale Highway Bakersfield, CA 93312 | 2 | Tues & Fri | 7:30 - 1:15 | 2 | Tues & Fri | 7:30 - 1:15 | 0 | 0 | 0 |
| Rosedale North Elementary | 11500 Meacham Road Bakersfield, CA 93312 | 2 | Tues & Fri | 7am - 12:45 pm | 2 | Tues & Fri | 7am - 12:45 pm | 0 | 0 | 0 |

# Standard School District

| | |
|---|---|
| Total Number of Delivery Sites for the District | FOUR (4) SITES |
| Director's Name | Tracey Dougherty |
| Director's Phone Number | 661-392-2106 |
| Director's Email | tdougher@standardschools.net |
| Special Notes | |

| School Site Name | Address | DAIRY | | | PRODUCE | | | BREAD | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | # Days per week | Delivery Days Needed | Delivery Hours | # Days per week | Delivery Days Needed | Delivery Hours | # Days per week | Delivery Days Needed | Delivery Hours |
| Standard Elementary | 115 Minner Ave. Bakersfield, Ca 93308 | 5 | M T W TH F | 5:30am-2pm | 3 | M-W-F | 5:30am-2pm | 1 | M-T-Th | 5:30am-2pm |
| Highland Elementary | 2900 Barnett St. Bakersfield, Ca 93308 | 5 | M T W TH F | 5:30am-2pm | 3 | M-W-F | 5:30am-2pm | 1 | M-T-Th | 5:30am-2pm |
| Wingland Elementary | 701 Douglas St. Bakersfield, Ca 93308 | 5 | M T W TH F | 5:30am-2pm | 3 | M-W-F | 5:30am-2pm | 1 | M-T-Th | 5:30am-2pm |
| Standard Middle School | 1222 N. Chester Ave Bakersfield, Ca 93308 | 5 | M T W TH F | 5:30am-2pm | 3 | M-W-F | 5:30am-2pm | 1 | M-T-Th | 5:30am-2pm |

## DAIRY SPECIFICATIONS

**Product Specifications and Conditions:** All milk products shall be Grade A, produced in California conforming with California Agriculture Code, rBST free, no Antibiotic residue, and meet USDA Federal meal program nutrient standards. Milk products must not contain high fructose corn syrup.

**General Information:** All milk and dairy products shall conform to the minimum dairy food specifications and definitions as shown in the Agricultural Code of California, Chapter 6, Article 1: Milk Section 560, Dairy Products Section 561. Fluid milk and milk products shall be manufactured and packaged as defined in the state regulations governing the production and sale of milk and milk products, as published by the State Board of Health. Milk and milk products shall be pasteurized, homogenized and vitamin fortified. All products must conform to the provisions set forth in the Federal, State, county, and city laws for their production, handling, processing, marketing, and labeling.

**Packaging:** Packages shall be so construed as to ensure safe and sanitary transportation to the point of delivery. Damaged containers may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for product or delivery. All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Cases or product shall be clearly and legibly labeled with product name, code, weight, and count. All costs for containers shall be borne by the vendor.

**Pricing:** Contract prices awarded as a result of this price request shall remain firm for the contract period. However, prices for milk and dairy products can escalate or de-escalate in accordance with changes in Class I, II and III price levels regulated by the California Department of Food and Agriculture, Milk Stabilization Branch. Any changes (up or down) in price must be announced to school district officials 30 days preceding the effective price change. Any changes in prices must be documented by the California Bureau of Milk Market Enforcement announcement and be accompanied by conversion calculations showing the manner of arriving at the amount of change. In the event of a price change effective between the opening date of this price request and the inception date of the contract, the successful vendor shall reflect any decrease and may reflect any increase at the beginning of the contract.

---

**Bread, Dairy and Produce specifications are based on products and pack sizes currently in use. Alternate pack sizes (equivalent or liked items) may be accepted. The Member District's will be the sole judge as to whether or not such alternate products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable.**

**DAIRY PRODUCTS AND RELATED ITEMS RFP PRICING SHEET 2025-2026**
**RFP #25-10**

| ITEMS or EQUIVALANT | UNIT SIZE | ESTIMATED YEARLY UNIT USAGE | PRICE PER UNIT | PRODUCT INFORMATION OR ALTERNATE ITEM |
|---|---|---|---|---|
| 1. Almond Milk | **½ pints** | **200** | | |
| 2. Lactaid or Lactose Free Milk N/F or 1% | **½ pints** | **14,000** | | |
| 3. Soy Milk | **½ pints** | **175** | | |
| 4. Non-fat White Milk | **½ pints** | **120,000** | | |
| 5. 1% White Milk | **½ pints** | **1,530,000** | | |
| 6. Non-fat Strawberry Milk | **½ pints** | **40,000** | | |
| 7. Non-fat Chocolate Milk | **½ pints** | **2,720,000** | | |
| 10. Sour Cream N/F or 1 % | **5 LB** | **As needed** | | |
| 11. Yogurt, Assorted Flavors | **4 ounces** | **As needed** | | |
| 12. Juice, Assorted Flavors | **4 ounces** | **115,000** | | |
| 13. 1% White Milk | **gallon** | **100** | | |
| 14. Buttermilk N/F or 1% | **gallon** | **40** | | |
| 15. Ice Cream Cup- 2 Dozen | **2 - 3 ounces** | **As needed** | | |
| 16. Ice Cream Cone or Bar | **2 - 3 ounces** | **100** | | |

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

**Firm Name: _____**

**Name of Bidder/Prosper: _____**

**Address: _____**

**Phone: _____ Title: _____**

_____ _____
**Signature of Bidder/Prosper** **Date**

***Proposers shall attach a separate list of additional products available, with firm prices for the Contract Period. Additional items offered will not be considered when calculating proposal scoring totals.***

**BREAD PRODUCTS AND RELATED ITEMS RFP PRICING SHEET 2025-2026**
**RFP #25-10**

| ITEMS or EQUIVALANT | UNIT SIZE | ESTIMATED YEARLY UNIT USAGE | FIXED PRICE PER UNIT | PRODUCT INFORMATION OR ALTERNATE ITEM |
|---|---|---|---|---|
| 1. Whole Grain Soft Breadsticks 8" | **12 pack** | **800** | | |
| 2. White Whole Wheat 6" Hot Dog | **12 pack** | **1,000** | | |
| 3. White Whole Wheat 6" Steak Roll Hinged | **12 pack** | **300** | | |
| 4. White Whole Wheat Dinner Roll - 1 GRN | **12 pack** | **2,700** | | |
| 5. White Whole Wheat 4" Hoagie Hinged | **12 pack** | **1,200** | | |
| 6. White Whole Wheat 5" Hoagie Hinged | **12 pack** | **800** | | |
| 7. White Whole Wheat 4" Random Cut Bun | **12 pack** | **200** | | |
| 8. White Whole Wheat 4" Hamburger Bun | **12 pack** | **11,000** | | |
| 9. 3" Hamburger Sliders | **12 pack** | **700** | | |
| 10. Mini Wheat Bagels Sliced | **12 pack** | **100** | | |
| 11. White Whole Wheat Sliced Bread | **Loaf** | **50** | | |
| 12. Wheat Pita 7" | **12 pack** | **As needed** | | |
| 13. Gluten Free Sliced Bread | **Loaf** | **As needed** | | |
| 14. Gluten Free Hamburger Buns | **12 Pack** | **As needed** | | |
| 15. Gluten Free Dinner Roll | **12 Pack** | **As needed** | | |
| 16. Gluten Free Hot Dog | **12 Pack** | **As needed** | | |

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

**Firm Name: _____**

**Name of Bidder/Prosper: _____**

**Address: _____**

**Phone: _____ Title: _____**

_____ _____
**Signature of Bidder/Prosper** **Date**

***Proposers shall attach a separate list of additional products available, with firm prices for the Contract Period. Additional items offered will not be considered when calculating proposal scoring totals.***

**PROPOSAL FORM FOR PRODUCE**
**JULY 01, 2025 THROUGH JUNE 30, 2026**

| | |
|---|---|
| **Arvin Union School District** | **Norris School District** |
| **Beardsley School District** | **Lamont School District** |
| **Edison School District** | **Richland School District** |
| **Fairfax School District** | **Rosedale Union School District** |
| **Fruitvale School District** | **Standard School District** |

**Proposers must bid a minimum of 70% of the items listed to be considered responsive and provide an annual fixed price per item. Proposers must quote prices of FOB Destination to the delivery locations designated above for all member districts. All items proposed shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county/city laws and ordinances for their production, handling, processing, marketing, and labeling. Standard industry pack is to be provided.**

**Produce specifications as noted - all U.S. No. 1 or better grade quality.**

**Estimated units are based on product orders for the purchasing groups typical School Year. Actual units ordered will vary from these amounts.**

**A sealed RFP must arrive at the Beardsley School District, 1001 Roberts Lane, Bakersfield, California by 1:00 p.m. on Monday, May 05, 2025 in order to be considered for the award.**

**Firm Name:** _____

**Name of Bidder/Prosper:** _____

**Address:** _____

**Phone:** _____ **Title:** _____

_____ _____
**Signature of Bidder/Prosper** **Date**

# Appendix

# CONTRACT AGREEMENT

## Bread, Dairy & Produce RFP # 25-10

**THIS CONTRACT AGREEMENT** (this "**Contract**"), made and entered into this _____ day of _____, 2025, by and between _____ *(the "District")* on and

_____

Distributor/Contractor Name

_____

Mailing Address

_____

City State Zip Code

Hereinafter referred to as "Distributor."

RECITALS

- The Purchasing Group has granted the Beardsley School District the authority to solicit and award proposals for products and services.

- On behalf of the Purchasing Group, the District has solicited proposals for the provision of Bread and Dairy goods and Produce via a Request for Proposal Number # 25-10 (the "RFP"), whereby the Purchasing Group may agree to purchase specified products for the member districts' use from the successful Proposer(s).

- Provisioner are the successful Proposers under such request for proposal, and the Purchasing Group and Provisioner hereby desire to set forth their agreement with respect to the sale to the Purchasing Group members, and the purchase from Provisioner, of Products on the terms and conditions hereinafter set forth.

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

**TERM OF AGREEMENT**

All Terms, Language, and Conditions listed and agreed on the Contract Agreement for RFP # 25-10 and all Documents presented to Beardsley School District as part of the Contract Agreement.

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

| **SCHOOL DISTRICT:** | **PROVISIONER:** |
| --- | --- |
| _____ | _____ |
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Address: | Address: |
| _____ | _____ |
| _____ | _____ |
| Phone No: (661) | Phone No: |
| Fax No: (661) | Fax No: |
| | Authorized Officers or Agents<br>(Corporate Seal) |

**DISTRIBUTOR QUESTIONNAIRE**

Purchasing Group
Request for Proposal # 25-10

**Please complete this questionnaire and submit it with your proposal. Questionnaire must be completed in its entirety. Incomplete submissions may be deemed nonresponsive. Attach additional sheets if needed.**

(Evaluation criteria: A = Cost, B = Service Capability, C = Customer Service & References, D = Experience & Competence, E = Sustainability & Geographical Preference)

Vendor Name:_____ Contact Person:_____

Vendor website: _____ Contact Person Email: _____

1. Will you be able to meet the specified delivery days and hours? If not, attach a proposed delivery schedule for each district. (B)

2. What is the lead time you require for orders that ensures a 99.5% fill rate? (B)

3. Can District(s) order on-line? What is the cutoff time for orders prior to delivery (B)

4. How will emergency deliveries (deliveries not on a scheduled date) be handled? (C)

5. What is your procedure for notifying the customer of shortages and/or substitutes? (C)

6. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports? (D)

7. What is the current makeup of your delivery vehicle fleet? How do you handle Refrigerated, Frozen, Dry deliveries to the same site? Please describe the care of your vehicle in regards to Sanitation and Cleanliness? (B)

8. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? For example, in regards to Milk, does your driver assist in the rotating and putting away of products? (C)

9. Do you offer a percentage discount for early payment? If yes, please state terms for discount. (A)

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

11. Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 18 months? If so, explain. (D)

12. Points will be awarded for geographic preference, which can be applied only to unprocessed or minimally processed locally grown or locally raised agricultural products within the State of California. Please indicate what California farms, dairies or products that your company will provide in this RFP. Please describe how the District can access information about product origin and transparency regarding farm location.(E)

**END OF VENDOR QUESTIONNAIRE**

## I. REFERENCE

**Name of Reference** _____

**Street Address** _____

**City/State/Zip** _____

**Contact Person & Title** _____

**Contact Phone Number** _____

**Services Provided** _____

**Dates of Service** _____

## II. REFERENCE

**Name of Reference** _____

**Street Address** _____

**City/State/Zip** _____

**Contact Person & Title** _____

**Contact Phone Number** _____

**Services Provided** _____

**Dates of Service** _____

## III. REFERENCE

**Name of Reference** _____

**Street Address** _____

**City/State/Zip** _____

**Contact Person & Title** _____

**Contact Phone Number** _____

**Services Provided** _____

**Dates of Service** _____

# CERTIFICATE OF COMPLIANCE

The_____Equal
Employment Opportunity Name of Company / Firm

That pursuant to the General Conditions and Instructions to Bidders/Prospers pertaining to the

Bread, Dairy & Produce Products and related Items RFP, on **July 01, 2025.**

That all requirements of the following will be fulfilled:

**Title VII of the Civil Rights Act of 1964**
**Title IX of the Education Amendments of 1972**
**Executive Order 11246 – Equal Employment Opportunity**

Executive Order 11246 Equal Employment Opportunity - prohibits federal contractors and federally-assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

_____ _____
Signature of Bidder/Prospers Date

_____
Type or Print Name of Bidder/Prospers

_____
Name of Bidder's/Prospers Firm

_____
Address

_____
Area Code and Phone Number

# NON COLLUSION AFFIDAVIT TO BE

## EXECUTED BY BIDDER AND SUBMITTED WITH BID

**(Public Contract Code Section 7106)**

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

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

_____ _____

(Date) (Signature)

## CONTRACTOR'S CERTIFICATE REGARDING

## ALCOHOLIC BEVERAGE and TOBACCO-FREE CAMPUS POLICY

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, specifically prohibits the use of electronic cigarettes or other devices that deliver a vaporized liquid at any time on District-owned or leased buildings, on District property and in District vehicles.

A tobacco-free school prohibits all tobacco use anytime, anywhere by anyone on all school property, and at all school-sponsored events (California *Health and Safety Code* Section 104420 [n][2]). School property includes buildings, grounds and vehicles owned or leased by the school. School-sponsored events include sporting events, school dances and other events held on and off school property.

The goal of the CDE's tobacco-free school district certification process is to protect our children's health by encouraging all school districts and county offices of education (COEs) in California to adopt a model 100 percent tobacco-free policy. CDE staff works closely with the California Department of Public Health's California Tobacco Control Program to promote smoke-free environments and tobacco-free lifestyles throughout the state, particularly among California youth.

School districts are certified by the COE in which the district resides as meeting the requirements of California *Health and Safety Code*. COE's are certified by the CDE's Tobacco-Use Prevention Education Office.

DATE: _____

CONTRACTOR: _____

BY: _____

Authorized Signature

## CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

As required by Section 8355 of the *California Government Code* and the Drug-Free Workplace Act of 1988, and implemented at 34 *Code of Federal Regulations* (*CFR*) Part 84, Subpart F, for grantees, as defined at 34 *CFR* Part 84, Sections 84.105 and 84.110

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition
   b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace
      2. The grantee's policy of maintaining a drug-free workplace
      3. Any available drug counseling, rehabilitation, and employee assistance programs
      4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
   c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)
   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
      1. Abide by the terms of the statement
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction
   e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.
   f. Taking one of the following actions, as to any employee who is convicted, within 30 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction:
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C.Section 794), as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Grantee must ensure all such site(s) are identified.

DATE: _____

CONTRACTOR: _____

BY: _____
Authorized Signature

CDE-100DF (May-2007) - California Department of Education

# Notice to all Contractors and Subcontractors

**Subject: Employment Clearance - Department of Justice**

Background Clearance is required for all school district employees and employees of outside contractors before they are permitted on any school site.

The following information is a summary of legal provisions regarding employment processing of fingerprint cards through the California Department of Justice ("CDOJ"). [Education Code 45125.1.]

OUTSIDE CONTRACT SERVICES - EMPLOYEES OF ENTITIES, REQUIREMENTS

1. Requires CDOJ clearance for employees of defined outside contractors (entity). (EC45125.1a.)

2. Requires entities to not permit its employees to come in contact with pupils until CDOJ clearance is ascertained. (EC45125.1f.)

3. An entity having a contract as specified shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a felony. (EC45125.1g.)

4. The entity shall provide a list of names of its employees who may come in contact with pupils to the governing board of the school district.

The above requirements apply to all contractors and subcontractors providing services to the Arvin Union School District, Beardsley School District, Edison School District, Fairfax School District, Fruitvale School District, Lamont School District, Norris School District, Richland School District, Rosedale Union School District and Standard School District.

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID CERTIFICATE**

I hereby certify that my company _____ is in compliance with the above requirements of Education Code section 45125.1. I have attached a list of employees from my company who may come in contact with pupils at any school site. None of these employees have been convicted of a felony.

_____ _____

Authorized Signature Date

California Department of Education Procurement Resources Unit
Nutrition Services Division
January 2025

Form ID PRU-11

## Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

A. The participant or respondent certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

_____
Participant or Respondent Company Name Award Number, Contract Number, or Project Name

_____
Name(s) and Title(s) of Authorized Representatives

_____
Signature(s) Date

## Certification Regarding Lobbying

**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 any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. 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.

Organization: _____

Street address: _____

City, State, Zip: _____

_____

CERTIFIED BY: (type or print)

TITLE:

(Signature) (Date)

## Disclosure of Lobbying Activities

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

| | | |
|---|---|---|
| **1. Type of Federal Action:**<br>a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>b. material change<br><br>**For material change only:** Year___quarter___<br>Date of last report_____ |
| **4. Name and Address of Reporting Entity:**<br>_____Prime _____Subawardee<br>Tier_____, if Known:<br><br>**Congressional District, if known:** | **5. If Reporting Entity in No. 4 is Subawardee,**<br>Enter Name and Address of Prime:<br><br>**Congressional District, if known:** | |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ | |
| **8. Federal Action Number,** *if known:* | **9. Award Amount**, *if known:*<br><br>**$** | |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(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:**_____<br><br>**Print Name:**_____<br><br>**Title:**_____<br><br>**Telephone No.:**_____<br><br>**Date:**_____ | |
| **Federal Use Only** | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** | |

## 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. Complete all items 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 followup 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; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included 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 item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 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 10(a). Enter Last Name, First Name, and Middle Initial (MI).

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

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According to the 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 is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, 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, DC 20503

## Public Contract Code sections 2202-2208

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of $1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person 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; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:
Department of General Services Procurement Division Iran Contracting Act List
(https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo)

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

### OPTION #1 - CERTIFICATION

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

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

**OPTION #2 – EXEMPTION**

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

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

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

## BUY AMERICAN CERTIFICATION FORM

Arvin Union School District, Beardsley School District, Edison School District, Fairfax School District, Fruitvale School District, Lamont School District, Norris School District, Richland School District, Rosedale Union School District and Standard School District.

By the requirements of the Richard B. Russell National School Lunch Act's (NSLA) Buy American provision that school food authorities (SFA's) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFA's to purchase domestically grown and processed foods, to the maximum extent practicable. Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United States substantially (greater than 51%) using agricultural commodities that are produced in the United States. There are two situations which may warrant a waiver to permit purchases of foreign food products: 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive Proposals reveal the costs of a U.S. product is significantly higher than the foreign product.

If the Distributor offers a non-domestic product, the Distributor must list the product below. Products are subject to review by the Member Districts. The Member District's decision on approval of foreign substitutions will be final.

_____ _____

Signature of Bidder/Proposers Date

_____

Type or Print Name of Bidder/Proposers

_____

Name of Bidder's/Proposers Firm

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

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

Attach additional sheets if necessary

## I. PAY OR REMIT ADDRESS

Business Name _____

Address _____

City/State/Zip _____

## II. ACCOUNT MANAGER

Name _____

Address _____

City/State/Zip _____

Phone _____ Alt Phone _____

Email _____

## III. BILLING QUESTIONS

Name _____

Address _____

City/State/Zip _____

Phone _____ Alt Phone _____

Email _____

## IV. ORDERING & CUSTOMER SERVICE REPRESENTATIVE

Name _____

Address _____

City/State/Zip _____

Phone _____ Alt Phone _____

Email _____

## V. EMERGENCY CONTACT

Name _____

Phone _____

Cell Phone _____

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

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

4. email:
   Program.Intake@usda.gov

This institution is an equal opportunity provider.

https://www.usda.gov/non-discrimination-statement

3/11/2025