# Tracy Unified School District

# Food Services Department

# Request for Proposal (RFP)

# of Non-Commodity and Non-Food Items

# 2025-2026 School Year

**Attn: Brandy Campbell**
**Director of Food Services**
**1875 W. Lowell Ave**
**Tracy, CA 95376**
**Telephone: (209) 830-3255**
**Email: bcampbell@tusd.net**

| | | |
|---|---|---|
| **Issue Date:** | **April 25, 2025** | |
| **Deadline to Receive Questions:** | **May 9, 2025** | **4:00 pm** |
| **Question & Answers Posted:** | **May 16, 2025** | **4:00 pm** |
| **Proposal Submission Deadline:** | **May 23, 2025** | **4:00 pm** |
| **Expected Board Approval:** | **June 10, 2025** | |

**Postings will be at www.tusdfoodservices.com**

# TRACY UNIFIED SCHOOL DISTRICT

## REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS

## FOR THE 2025-2026 SCHOOL YEAR

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# NOTICE OF REQUEST FOR PROPOSALS

Tracy Press Publication Dates: April 25, 2025 & May 2, 2025
Stockton Record Publication Dates: April 25, 2025 & May 2, 2025

NOTICE IS HEREBY GIVEN THAT the Tracy Unified School District (hereinafter referred to as "District", acting by and through its Governing Board, invites qualified suppliers to submit responses for the Request for Proposal (RFP) of Non-Commodity Food and Non-Food Items.

Proposals shall be **sealed** and **clearly marked with TUSD FOOD SERVICES REQUEST FOR PROPOSAL FOR NON-COMMODITY FOOD AND NON-FOOD ITEMS FOR THE 2025-2026 SCHOOL YEAR,** and received up to, but no later than **4:00 pm, May 23, 2025,** and shall be received at:

**TRACY UNIFIED SCHOOL DISTRICT**
**FOOD SERVICES OFFICE**
**1875 W. LOWELL AVE.**
**TRACY, CA 95376**

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

All proposals shall be made on form(s) furnished by the District. Proposals must conform with and be responsive to the contract documents, copies of which are on file and may be obtained from the office of the Food Services Department or accessible on the website at https://www.tusdfoodservices.com.

All questions regarding the RFP shall be emailed to Brandy Campbell, Director of Food Services at bcampbell@tusd.net by 4:00 pm on May 9, 2025.

The District reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in any proposals or in the RFP process. No proposal, or any portion thereof, may be withdrawn for a period of ninety (90) days after proposal opening.

A fixed-price contract (including all handling charges) per product will be awarded as a result of this solicitation. The fixed-price contract will be in effect for the length of this school year: July 1, 2025 to June 30, 2026.

Dated: April 23, 2025

# GENERAL TERMS AND CONDITIONS

**1. Preparation of the Proposal Form**

The District invites proposals on the form attached to be submitted at the time and place stated in the Notice of Request for Proposals. Proposals shall be submitted on the prescribed proposal forms, completed in full. All proposal items and statements shall be properly filled out. Respondent shall fill out the yellow highlighted sections of Exhibits B-D: Products List for Proposal. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the proposal shall be in longhand. Prices, wording and notations must be in blue ink or typewritten. Erasures or other changes shall be noted over by signature of the respondent.

**2. Form and Delivery of Proposals**

The proposal shall be made on the Proposal Forms provided (Exhibits B-D: Products List for Proposal), and the complete proposal, together with an electronic copy (flash drive with unprotected Excel File of Exhibits B-D: Products List for Proposal – Not PDF) of the proposal forms and any and all additional materials as required by the contract documents, shall be enclosed in a sealed envelope, addressed and delivered to the Food Services Department of the District, address: 1875 W. Lowell Ave., Tracy, CA 95376, and must be received on or before the time set forth in the Notice of Request for Proposals. The envelope shall be plainly marked with the respondent's name, the Contract designation (REQUEST FOR PROPOSAL FOR NON-COMMODITY FOOD AND NON-FOOD ITEMS), and the date and time that the proposal is due. It is the respondent's sole responsibility to ensure that its proposal is received prior to the scheduled closing time for receipt of proposals. In accordance with Government Code Section 53068, any proposal received after the scheduled closing time for receipt of proposals shall be returned to the respondent unopened.

**NOTE**: **'Exhibits B-D: Products List for Proposal"** must be completed and submitted with proposal IN WRITTEN FORM *AND* IN ELECTRONIC FORM (Unprotected Flash Drive).

**3. District Requirements**

The quantity shown is the estimate of consumption for the contract period, and is intended as a guide only. The District is not obligated to purchase the amount shown. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the proposal and required during the contract period shall be ordered and purchased from the successful respondent(s) during such period. If at any time the successful respondent(s) should fail or be unable for any reason to provide items and in the volume as needed by the District, the District reserves the right to acquire as necessary from other sources during the life of the contract.

The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period.

**4. Brand Name and Manufacturer Code**

Where brand names and models of their "equal" are identified, such reference is not intended to be restrictive but is for the sole purpose of indicating to prospective respondents a description of the articles required. If the respondent desires to propose pricing of an item of equal character and quality, the respondent may offer pricing of an equivalent alternate. The District will allow for an equivalent alternate to a "brand name" product.

If proposing on a brand different from the item specified, and/or manufacturer code different than the item specified, the respondent(s) shall state the brand name and manufacturer code in the column provided. If none is indicated, it shall be understood that the respondent is quoting on the exact brand name and manufacturer code specified in the proposal form.

Substitution after the award will not be permitted without prior approval from the District.

**5. Prices**

**Quoted prices must include all delivery charges and surtaxes. No extra charges will be allowed.** If during the contract period there should be a decrease in prices of the items proposal, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices proposed except by written approval and acceptance by the District and confirmed a minimum of thirty (30) days in advance. If pricing changes, the vendor needs to give the District a thirty (30) day written notice.

**6. Taxes**

The District shall not be responsible for any taxes or surcharges of any kind with the exception of sales tax or use tax where applicable. Applicable taxes shall be added by the vendor to the invoices(s) and shall not be included in the proposal.

**7. Whole Grain**

All grain items quoted must contain 100% whole grain or a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50% is whole grain. The remaining 50% or less of grains, if any, must be enriched**.**

**8. Trans-Fat**

Any item containing trans-fat will not be accepted.

**9. Milk and Milk Products**

Class 1 milk product proposal prices must be expressed as the monthly minimum price established by the California Department of Food and Agriculture, plus a percentage margin. Prices must be expressed in prices rounded to four decimal places. Vendors can access class price information at http://www.cdfa.ca.gov/dairy.

**10. Domestic Origin**

Items of foreign origin must be so indicated, in accordance with the provisions of Chapter 226 of the 1933 Statutes of the State of California and California Public Contract Code Section 3410. Your signature to this document will be taken as your certification that all manufactured articles, processed foods, produce, materials and supplies not so indicated

have been made, grown or produced in the United States or its insular possessions from articles, materials or supplies mined, grown, produced or manufactured as the case may be, in those areas.

**11. Buy American Provision**

In compliance with Sections 4300 to 4305 of the California Government Code and 7 CFR, Sections 210.21[d] and 220.13[d]; U.S. Department of Agriculture Policy Memorandum SP 38-2017; Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760[n]), that requires all school food authorities ("SFA") to purchase, to the maximum extent practical, domestic commodities or products. Section 12(n) of the NSLA defines a domestic commodity or product as an agricultural commodity (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed product (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains a meat/meat alternate and grain component) that is processed in the United States using substantial agricultural commodities that are produced in the United States.

The successful respondent shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantial" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Per California Senate Bill 490 exceptions include:

- The pricing of the nondomestic agricultural food product is more than 25% lower than the pricing of the domestic agricultural food product
- The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non-domestically.
- 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 District.

To be considered for the alternative or exception, the request must be submitted in writing to the District in advance of delivery. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price of the domestic food alternative substitute and the availability of the domestic alternative substitute in relation to quantity ordered, and (2) the reason for exception, whether limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product.

Once the exception request is received, the District will determine the type of exception and complete the appropriate documentation to keep on file for three years as required by the California Department of Education. Types of exceptions include:

- Annual: Can only be used for the following seven commodities: bananas, canned mandarin oranges, pineapple, jicama, olives, canned tuna, and mangos.
- Seasonal: Can be used in situations when commodities are not available seasonally
- One-Time: Can be used for commodities or processed products in circumstances when the use of domestic foods is truly not practicable.

Per California Food and Agriculture Code (FAC), Section 58595(c), the District is required to accept a proposal for agricultural food products when it is grown in California before accepting a proposal for a domestic agricultural food product that is grown outside the state, when both of the following are met:

- The pricing of the California-grown agricultural food product does not exceed the lowest pricing for a domestic agricultural food product produced outside the state.
- The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state.

Additionally, the Buy American provision applies to all processed end products through the use of U.S. Department of Agriculture (USDA) Foods. The successful respondent must be able to provide documentation to the District that processed end products containing USDA Foods meet the 51% requirement, by weight or volume. Substantial means that over 51% of the final processed product consists of agricultural commodities that are grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as they are considered domestic products from territories of the United States. In compliance with Government Code Sections 4330 to 4334 inclusive California products shall receive preference over materials made elsewhere. If a respondent is proposing an article of foreign make, the fact must be stated in the proposal. Exceptions to the Buy American Provision will be used as a last resort and will be determined by the District based on the two exceptions defined by the USDA Policy Memo SP 38-2017, Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

**12. Clean Air Act Provision**

For contracts more than $150,000, the SFA and FSMC shall comply with the Clean Air Act (42 U.S.C. sections 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251) as amended (Appendix II to 2 CFR, Part 200).

**13. Signature**

Proposal must be signed in the name of the respondent and must bear the signature in longhand of the person or persons duly authorized to sign on behalf of the respondent and must be in permanent blue ink.

**14. Modifications**

Changes in or additions to the proposal form, recapitulations of the work proposal upon, alternative proposals, or any other modification of the proposal form which is not

specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the invitation to proposal.

**15. Withdrawal of Proposals**

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

**16. Method of Awarding Contract**

District reserves the right of determination that items proposed meet or do not meet proposal specifications. District reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals or in the proposal process. Vendors must offer products and services meeting the District's specifications and be capable of delivering quality of goods and services as required without minimum quantities. Award of this proposal shall be made by individual line item or groups of line items, and based on usage, to the responsible respondent (for each item or group) who is fully responsive to the terms of this solicitation, with price being the primary factor. The District will score and rank responsive and responsible proposals by assigning a score between 0 and the maximum score to each proposal criterion. The District will recommend awarding the contract to the most responsive and responsible respondent most advantageous to the program with the highest total proposal score.

**The District will award based on the following point criteria:**

| | |
|---|---|
| **Price**: | 35 |
| **Product Availability:** | 30 |
| **Product Specifications:** | 20 |
| **Customer Service/Past Experience:** | 15 |
| **Total Possible Score:** | 100 |

Definition of Criteria:

Price – Price will be determined by per serving cost.

Product Availability – Current product availability already assigned distributor code in vendor system, with a lead time of 14 days or less. History of product availability to the District on past orders placed with vendor, if available, and/or reference check findings.

Product Specifications – Meets all specifications as defined by proposal specifications.

Customer Service/Past Experience – Vendors capable of performing successfully under the terms and conditions of the contract. This would include competent personnel, reliable transport, filling orders in full without backorders, on time deliveries in good condition, accurate invoicing and pricing, and easy and prompt communication. Past experience of the

vendor's customer service from previous orders placed by the District, if available, and/or reference check findings.

**17. Contract Renewal**

Contract term is one (1) year, effective July 1, 2025 through June 30, 2026. Contract may be extended upon mutual consent of District and vendor for two 1-year renewals. 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 District. Such renewal will be made by notifying the vendor, in writing, thirty (30) days prior to the expiration of the contract.

**18. Forfeiture for Failure to Execute Contract**

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

**19. Delivery**

See Exhibit A for delivery locations (subject to change). All proposals on items shall be F.O.B. school district. No charge for packing, draying, postage, fuel, express, or for any other purpose will be allowed over and above the prices proposed.

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

If the successful respondent is unable to supply any product listed herein, the district may purchase such a product at a fair market value from another source.

No temporary substitution of products will be allowed without permission from the Director of Food Services, Coordinator of Food Services, or Secretary to the Director of Food Services.

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

**20. Lead Time and Special Order Items**

If any item(s) require a lead-time beyond two (2) weeks or is a special order (non-stocked) item, **respondent must indicate on the proposal form in the column provided**.

Once an item is awarded, the lead time to receive the item is expected to remain consistent through the duration of the contract. If a lead time change is necessary, the vendor **MUST** provide the District with a thirty (30) day written notice.

**21. Age and Condition of Items**

Stock shall be fresh, sound, prepared in properly equipped plants under modern sanitary conditions in accordance with the best commercial practice, and free from decay, discoloration or foreign matter. Containers must be sound, clean, sturdy and sealed.

Opened or damaged packages will not be accepted. Packages must have uniform identifying labels placed on the container. Brand, manufacturer code, and count must be clearly identified on master cases and boxes within master cases. All products must have a visible freshness date/code.

**22. Inspection of Products Furnished**

All items furnished shall be subject to inspection and rejection by the District for spoilage, defects, or non-compliance with the specifications. If a product is rejected at the time of delivery, it must be removed from the place of delivery at once without expense to the District, and shall be replaced with satisfactory items or a credit to the District. A corrected invoice or credit memo shall be sent to the District.

**23. Warehouse and School Site Addresses**

See Exhibit A.

**24. Invoices and Payments**

The contractor shall provide itemized invoices in duplicate to the name and address listed on the cover page of this document. Invoices for purchases at the delivered price are not due and payable until delivery of product and do not constitute an obligation by the District until the month following the month for which charges accrue. The District shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due thirty (30) days from the date the items are received and accepted by the District, or thirty (30) days from the date a correct invoice is received in the above office, whichever is later. The vendor must provide two copies of each delivery invoice. The vendor will inform the District of any special discounts for payment received within a ten day (10) period. Contractor shall furnish a recap of items purchased upon request.

**25. Authorized Purchase Agents**

The Director of Food Services, Coordinator of Food Services, Secretary to the Director of Food Services, and Food Service Supervisors are the only authorized purchase agents for the District.

**26. Delay Due to Unforeseen Circumstances**

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include Acts of God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations superimposed after the fact.

**27. Recall Plan**

To ensure the safety to our students, vendor must communicate all product recall information in a timely manner and plan pick up and reimbursement if necessary. Provide information on your company's policy for handling recalled product.

**28. Safety Data Sheets**

For all products requiring a Safety Data Sheet – The District requires that a Safety Data Sheet accompany all orders at the time of delivery.

**29. HACCP**

Respondents must provide HACCP plan, designee and certification letter with proposal.

**30. Anti-Discrimination**

It is the policy of the District that in connection with all work performed, materials purchased or supplies provided under any contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex (including gender identity and sexual orientation), disability, age or marital status. The vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code section 1410 and Labor Code section 1735. In addition, the vendor agrees to require like compliance by any sub-vendors employed on the work by them.

**31. Compliance with Laws**

Vendor shall in the performance of work under District's order fully comply with applicable federal, state and local laws and regulations, and shall indemnify and hold District harmless from any liability, cost or expense (including without limitation District's court costs and reasonable attorney's fees) resulting from vendor's failure of compliance. Vendor agrees upon request to furnish District with a certification of compliance with respect to any or all such laws and regulations in such form as District may require. Should vendor fail to comply with any law(s) the District may terminate the agreement without notice.

**32. Contractor is Not an Officer, Employee or Agent of the District**

While engaged in carrying out and complying with the terms and conditions of this contract, the contractor is an independent contractor, and is not an officer, employee or agent of the District or its member districts.

**33. Equal Employment Opportunity**

In connection with the execution of this contract, respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex (including gender identity and sexual orientation), and disability. The respondent shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, national origin, age, sex (including gender identity and sexual orientation), and disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

**34. Termination for Cause**

If the contractor fails or neglects to supply or deliver any of awarded goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, terminate and rescind this contract for cause and convenience, or may purchase said goods, supplies, or services elsewhere, and hold contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this

agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

**35. Termination of Agreement for Convenience**

District may terminate this agreement at any time by giving the contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, contractor shall be entitled to no further compensation or payment of any type from the District.

**36. Assignment of Contract**

The successful vendor shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the terms appearing on this proposal, which may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of TUSD Governing Board. Notice is hereby given that the District will not honor any assignment made by the vendor unless the consent in writing, as indicated above, has been given.

**37. Next Best Respondent**

If the successful respondent withdraws its proposal or fails or refuses to execute the service contract or to perform in accordance with its terms, the District may award the contract to the respondent(s) with the next best proposal.

**38. Addenda or Bulletins**

Any addenda or bulletins issued by the District during the time soliciting proposal or forming a part of the proposal loaned to the vendor for the preparation of this proposal shall be covered in the proposal and shall be made a part of the contract.

**39. Contingencies and Changes**

Proposals shall be firm and not made contingent upon events or engineering, which will not have occurred until after the proposal is awarded.

**40. Additional Items**

During the term of this agreement, as the need for other products arises or new products are developed, the District reserves the right to add items to this agreement. The price of such items shall be negotiated between the District and the vendor and shall be subject to the terms and conditions of this agreement.

**41. Tobacco-Free and Drug-Free District**

The District has been designated as a Tobacco-Free and Drug-Free District. Tobacco (smoked or smokeless) or drug use is prohibited at all times on all areas of District property. Successful respondents shall submit the Alcohol and Tobacco-Free Certification as well as the Drug-Free Workplace Certification included with the RFP.

**42. IRS Requirements**

The District shall view the legal position of the respondent as an “independent contractor” and that all persons employed to furnish services are employees of the respondent and not of the District.

- The District shall not be liable for any of the contractor’s acts or omissions performed under the contract to which the respondent is party.
- The respondent will complete IRS form W-9 providing tax payer identification number and also indicate whether respondent is a corporation, sole-proprietor, partnership, individual, etc. This form must be on file with the District within sixty (60) days from the date of the contract start date.

**43. Fingerprinting Requirement**

Successful respondents shall submit, a fully executed "Fingerprinting & Criminal Background Check Certification" form. Although Education Code 45125.2(a) (3) provides an option regarding District surveillance, the District does not provide this as an option to the Contractor. California Education Code Section 45125.1 requires entities providing services to the District to ensure the safety of pupils where employees of the entity or subcontractors will have contact with pupils. Therefore, Contractor shall certify that methods are being undertaken to ensure the pupils' safety. Certification must be accomplished by the completion of the "Fingerprinting & Criminal Background Check Certification" included with the RFP.

**44. Protests**

If the respondent protests the award of a contract, he/she should contact the District by contacting Brandy Campbell at bcampbell@tusd.net. The District will respond within thirty (30) days.

**45. Insurance Requirements**

Limited Indemnification and Hold Harmless: Contractor and its agents, officers and employees shall defend, indemnify, and hold harmless TUSD, its elected and appointed officers, agents, employees, volunteers, contractors and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which TUSD, its selected and appointed officers, agents, employees, volunteers, contractors and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extend caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of contractor in the performance of and in accordance with the terms of the agreement entered into between contractor and TUSD. The indemnification provisions contained in this agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this agreement, or any of their agents, officers or employees or their performance under the terms of this agreement. The indemnity provisions of this agreement shall survive the expiration or earlier termination of this agreement.

Commercial General Liability Insurance: Contractor shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage

relative to the scope of service performed by contractor. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least "All" status as rated in the most recent edition of Best's Insurance Reports or as amended agreement between TUSD and contractor. All policies shall contain a provision requiring thirty (30) days written notice to be given to TUSD prior to cancellation, modification, or reduction of limits.

Additional Insured Endorsement: TUSD, its elected and appointed officers, agents, employees, volunteers, contractors and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "TUSD, its elected and appointed officers, agents, employees, volunteers, contractors and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this agreement."

Primary Insurance Endorsement: In addition to the "Additional Insured" as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Such insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the TUSD, its elected and appointed officers, agents, employees, contractors and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."

Limitation of Commercial, General Liability and Property Damage Insurance: Total limits shall be no less than one million ($1,000,000.00) dollars on a per occurrence basis for all coverage's and two million ($2,000,000.00) dollars general aggregate.

Certificate of Insurance: Prior to commencing services pursuant to this agreement, contractor shall provide certificates as evidence of the existence of the insurance required by this agreement, on insurance certificates executed by a duly-authorized agent of contractor’s insurance provider. Such certificate shall include the Endorsements described in this agreement as attachments.

Workers' Compensation: Contractor shall provide Workers' Compensation coverage as required by California law, and in signing this agreement, makes the following certification: "contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the agreement." Prior to commencing services pursuant to this agreement, contractor shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this agreement, or an insurance certificate executed by a duly-authorized agent of contractor’s insurance provider.

Injury and Illness Prevention: Contractor shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this agreement, makes the following certification: " contractor is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing

the performance of this agreement." The Injury and Illness Prevention Plan shall be available to TUSD upon request.

**46. Entire Agreement**

The complete contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this agreement, exists between the parties. This agreement and the contract can be modified only by an agreement in writing, signed by both parties and pursuant to action of the Governing Board.

**47. Authority**

Each person executing this agreement warrants that he or she has the authority to so execute this agreement and that no further approval of any kind is necessary to bind the parties hereto.

**48. Non-Discrimination Statement**

In accordance with federal civil rights law and USDA civil rights regulations and policies, the USDA, its agencies, offices, 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:

1. **Mail**: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410;
2. **Fax**: (202) 690-7442; or
3. **Email**: program.intake@usda.gov.

*USDA is an equal opportunity provider, employer, and lender.*

# LIST OF REQUIRED SUBMITTALS

## REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS

## FOR THE 2025-2026 SCHOOL YEAR

*NOTE: The following items must be filled in completely with appropriate signatures and submitted with your proposal. Failure to submit any of the required materials will be non-responsive to the proposal requirements and may be grounds for disqualification.*

1. Exhibits B-D: Products List for Proposal
2. Electronic copy (Flash Drive) of proposal documents (Exhibits B-D in Excel format as provided by District)
3. Signature Page
4. Noncollusion Declaration
5. Information Required of Respondent
6. List of References
7. Worker's Compensation Certification
8. Alcohol and Tobacco Free Certification
9. Drug-Free Workplace Certification
10. Fingerprinting & Criminal Background Check Certification
11. Debarment, Suspension, and Other Responsibility Matters
12. Certification Regarding Lobbying
13. Disclosure of Lobbying Activities and Instructions
14. China Prohibition Certification
15. Certificate of Independent Price Determination

# SIGNATURE PAGE

## REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS

## FOR THE 2025-2026 SCHOOL YEAR

TRACY UNIFIED SCHOOL DISTRICT

FOOD SERVICES DEPARTMENT

1875 W. LOWELL AVENUE

TRACY, CALIFORNIA 95376

NOTICE IS HEREBY GIVEN that written Requests for Proposal are being requested from Tracy Unified School District Food Services Department, for Non-Commodity Food and Non-Food Items for the 2025-2026 school year. The written proposals must be sealed and will be received up to 4:00 p.m. on May 23rd, 2025.

ALL written proposals must be made on forms obtained from the Food Services Office, Tracy Unified School District and signed by the vendor.

WE, the undersigned, have reviewed the General Terms and Conditions as outlined in the Request for Proposal for Non-Commodity Food and Non-Food Items as specified by Tracy Unified School District Food Services Department.

WE, the undersigned, agree to furnish the product specified at the quoted price and to comply with conditions of this RFP Document.

IT IS UNDERSTOOD that in the event we should fail to provide the products specified at the quoted price, and/or fail to comply with the conditions as stated in the RFP Document, the district reserves the right to cancel any contract.

| | |
|---|---|
| Original Signature | Vendor Name |
| Name & Title (print) | Address |
| Email Address | Telephone Number |
| Date | |

# NONCOLLUSION DECLARATION

## REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS

## FOR THE 2025-2026 SCHOOL YEAR

(Public Contract Code Section 7106)

The undersigned declares:

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on_____[date], at _____city],_____[state].

_____ _____

Signature of Officer Typed Name of Officer

_____

Office

_____

Email Address

# INFORMATION REQUIRED OF RESPONDENT

## General Information

Respondent shall furnish the following information. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to Respondent's firm and any of its officers, directors, shareholders, parties and principals.

1. Firm name and address:

   _____

   _____

2. Telephone:_____ Fax: _____

3. Type of firm: (Check one)

   Individual___Partnership___Corporation___Joint Venture ___

4. If Respondent's organization is a corporation, answer the following:

   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's Name: _____
   d. Vice-president's Name(s) _____
   e. Secretary's Name _____

5. If Respondent is an individual or a partnership, answer the following:

   a. Date of Organization: _____
   b. Name and Address of all partners (state whether general or limited partnership):

      _____

      _____

      _____

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

   _____

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

8. Have you been assessed liquidated damages for any project in the past three years? If Yes, Explain: _____

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

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

_____

# LIST OF REFERENCES

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

| Reference 1 | | |
|---|---|---|
| Name of Agency | | |
| Street Address | | |
| City | State | Zip Code |
| Contact Person | Contact Title | Contact Phone Number |
| Type of Equipment/Supplies or Other Services Provided | | |
| Contract Amount | | |
| **Reference 2** | | |
| Name of Agency | | |
| Street Address | | |
| City | State | Zip Code |
| Contact Person | Contact Title | Contact Phone Number |
| Type of Equipment/Supplies or Other Services Provided | | |
| Contract Amount | | |
| **Reference 3** | | |
| Name of Agency | | |
| Street Address | | |
| City | State | Zip Code |
| Contact Person | Contact Title | Contact Phone Number |
| Type of Equipment/Supplies or Other Services Provided | | |
| Contract Amount | | |

# WORKERS' COMPENSATION CERTIFICATION

## REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS

## FOR THE 2025-2026 SCHOOL YEAR

Labor Code section 3700 states as follows:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the Work of the Contract.

In signing below, VENDOR covenants that it has complied with the signature requirements described in the General Terms and Conditions of the RFP.

_____
(Proper Name of Vendor)

_____
(Printed Name)

_____
(Signature of Authorized Signor)

_____
(Title of Signor)

_____
(Email Address)

(In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Contract.)

# ALCOHOL AND TOBACCO FREE CERTIFICATION

## REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS

## FOR THE 2025-2026 SCHOOL YEAR

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT- owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Authorized Official of Contractor: _____ (company name)

_____ _____
Print Name Title

_____ _____
Phone Number Email Address

_____ _____
Signature Date

***Note: This document must be executed and submitted with the executed Agreement between Owner and Contractor.***

# DRUG-FREE WORKPLACE CERTIFICATION

## REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS

## FOR THE 2025-2026 SCHOOL YEAR

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

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

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) Establishing a drug-free awareness program to inform employees about all of the following:

1) The dangers of drug abuse in the workplace;

2) The person's or organization's policy of maintaining a drug-free workplace;

3) The availability of drug counseling, rehabilitation and employee- assistance programs;

4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

In signing below, VENDOR covenants that it has complied with the signature requirements described in the General Terms and Conditions of the RFP.

Authorized Official of Contractor: _____ (company name)

| | |
|---|---|
| Print Name | Title |
| Phone Number | Email Address |
| Signature | Date |

# FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

## REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS

## FOR THE 2025-2026 SCHOOL YEAR

***In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.***

With respect to the Independent Contractor Agreement for Services ("Agreement") between the Tracy Unified School District ("District") and_____ ("Contracting Party"):

One of the boxes below must be checked with regard to Contracting Party and Contracting Party's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) ("Contracting Party's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

☒ **Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):**

_____

☐ Contracting Party/Contracting Party's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

- ☐ The services provided by Contracting Party/Contracting Party's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]
- ☐ Contracting Party/Contracting Party's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

  _____

  _____

- ☐ Contracting Party/Contracting Party's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

  _____

  _____

□ Contracting Party is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.

□ Contracting Party is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contracting Party performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contracting Party's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contracting Party's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement. A list of Contracting Party's Personnel is attached hereto as Attachment A.

Contracting Party:_____

Signature: _____ Print Name: _____

Title: _____ Date: _____

Email Address: _____

# DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

## REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS

## FOR THE 2025-2026 SCHOOL YEAR

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.

_____ Non-Commodity Food and Non-Food RFP 25-26

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

## REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS

## FOR THE 2025-2026 SCHOOL YEAR

**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(s) 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**)**

<table>
<tr>
<td>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</td>
<td>2. Status of Federal Action:<br>a. bid/offer/application<br>b. initial award<br>c. post-award</td>
<td>3. Report Type:<br>a. initial filing<br>b. material change<br><br>For material change only: Year _____quarter___<br>Date of last report_____</td>
</tr>
<tr>
<td colspan="2">4. Name and Address of Reporting Entity:<br>_____Prime _____Subawardee<br>Tier____, if Known:<br>Congressional District, if known:</td>
<td>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:<br>Congressional District, if known:</td>
</tr>
<tr>
<td colspan="2">6. Federal Department/Agency:</td>
<td>7. Federal Program Name/Description:<br>CFDA Number, if applicable: _____</td>
</tr>
<tr>
<td colspan="2">8. Federal Action Number, if known:</td>
<td>9. Award Amount, if known:<br><br>$</td>
</tr>
<tr>
<td colspan="2">10. a. Name and Address of Lobbying Registrant<br>(if individual, last name, first name, MI):</td>
<td>b. Individuals Performing Services (including address if different from No. 10a)<br>(last name, first name, MI):</td>
</tr>
<tr>
<td colspan="2">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.</td>
<td>Signature:_____<br>Print Name:_____<br>Title:_____<br>Telephone No.:_____<br>Date:_____</td>
</tr>
<tr>
<td>Federal Use Only</td>
<td>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</td>
</tr>
</table>

**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 his/her 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

# CHINA PROHIBITION CERTIFICATION

## REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS

## FOR THE 2025-2026 SCHOOL YEAR

The Consolidated Appropriations Act of 2021 (Public Law 116–260), Division A, Section 764 (signed into law on December 27, 2020), prohibits all Child Nutrition Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China.

In signing below, the VENDOR certifies that the items provided to the District under this contract did not use federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. Furthermore, items bid on in this proposal do not contain raw or processed poultry products that are imported into the United States from the People's Republic of China.

_____ _____

Original Signature Vendor Name

_____ _____

Name & Title (print) Address

_____ _____

Email Address Telephone Number

_____

Date

# CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

## REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS

## FOR THE 2025-2026 SCHOOL YEAR

The Respondent(s) shall execute this Certificate of Independent Price Determination.

_____ _____

Name of Respondent Organization

A. By submission of this proposal, the respondent certifies and, in the case of a joint proposal, each party thereto certifies as to its own organization that in connection with this procurement:

1. The prices in this proposal have been arrived at independently without, for the purposes of restricting competition, any consultation, communication, with any other respondent or competitor relating to (i) those prices, (ii) the intention to submit an proposal, or (iii) the methods or factors used to calculate the prices proposed;
2. The prices in this proposal have not been and will not be knowingly disclosed by the respondent, directly or indirectly, to any other respondent or competitor, before a bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a request for proposal) unless otherwise required by law; and
3. No attempt has been made or will be made by the respondent to induce any person or firm to submit, or not to submit, a proposal for the purpose of restricting competition.

B. Each signature on the proposal is considered to be a certification by the signatory that the signatory:

1. Is the person in the respondent's organization responsible for determining the prices being offered in this proposal, and that they have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; or

2. (i) Has been authorized, in writing, to act as agent for the following principals in proposing that those principals have not participated in, and will not participate in any action contrary to paragraphs (A)(1) through (A)(3) above.

    - Insert full names of person(s) in the respondent's organization responsible for determining the prices offered in this bid or proposal, and the title of their position in the respondent's organization.

    (ii) As an authorized agent, does certify that the principals named in subdivision (B)(2)(i) above have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; and
    (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above, and

C. If the respondent deletes or modifies subparagraph (A)(2) above, the respondent must furnish with its proposal a signed statement setting forth in detail the circumstances of the disclosure.

_____ _____

Signature of Authorized Representative Title

_____
Date

*In accepting this proposal, the District certifies that no representative of the District has taken any action that may have jeopardized the independence of the proposal referred to above.*

# EXHIBIT A

## REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS

## FOR THE 2025-2026 SCHOOL YEAR

## Delivery Times:

School site delivery times are **7:00 am – 10:45 am**

Warehouse delivery times are **7:00 am – 2:00 pm**

## Delivery Locations:

| **Elementary Schools** | **Location** | | **Kitchen #** |
|---|---|---|---|
| Bohn | 350 East Mt. Diablo | Tracy, CA 95376 | 830-3302 |
| Central | 200 W. Eaton Ave. | Tracy, CA 95376 | 830-3305 |
| Freiler | 2421 W. Lowell Ave. | Tracy, CA 95376 | 830-3311 |
| Hirsch | 1280 Dove Dr., | Tracy, CA 95376 | 830-3314 |
| Jacobson | 1750 W. Kavanaugh | Tracy, CA 95376 | 830-3318 |
| Kelly | 535 Mabel Josephine Dr. | Tracy, CA 95377 | 830-3392 |
| McKinley | 800 W. Carlton Way | Tracy, CA 95376 | 830-3322 |
| North | 2875 Holly Drive | Tracy, CA 95376 | 830-3352 |
| Poet Christian | 1701 S. Central Ave. | Tracy, CA 95376 | 830-3327 |
| South/West Park | 550 W. Mt. Diablo Ave. | Tracy, CA 95376 | 830-3330 |
| Villalovoz | 1550 Cypress Drive | Tracy, CA 95376 | 830-3333 |
| **Middle Schools** | | | |
| Monte Vista | 751 W. Lowell Ave. | Tracy, CA 95376 | 830-3343 |
| Williams* | 1600 Tennis Lane | Tracy, CA 95376 | 830-3348 |
| **High Schools** | | | |
| Kimball High | 3200 Jaguar Run | Tracy, CA 95377 | 832-6608 |
| Tracy High | 315 E. 11th St. | Tracy, CA 95376 | 830-3368 |
| West High* | 1775 W. Lowell Ave. | Tracy, CA 95376 | 830-3378 |
| Stein & DR | 650 W. 10th St. | Tracy, CA 95376 | 830-3395/x8439 |
| **Warehouse** | | | |
| Food Service Warehouse | 1975 W. Lowell Ave. | Tracy, CA 95376 | 830-3200/x1209 |

*** Denotes Central Kitchens**