Merced City School District
Nutrition Services
Request for Proposal (RFP)

Proposal Reference (PR) Number 2026-27-01

Distribution of:
Commodity Processed USDA Foods
Commercial Food Products
Dairy
Produce, FFVP Produce
Supplies and Disposables

Attn: Karina Hernandez
2111 Wardrobe Ave CA 95341
KHernandez@mercedcsd.org

Issue Date:	**March 9, 2026**	**4:30 pm**
Proposal Submission Deadline:	**April 17, 2026**	**4:30 pm**
Expected Board Approval	**May 26, 2026**	

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SECTION 1: NOTICE OF REQUEST FOR PROPOSALS

Mid Valley Publications Attn: Legal Notices 209-358-5311	This Legal Notice is to be published on the following dates: First Publication: March 5, 2026 Second Publication: March 19, 2026

Notice is hereby given that the Board of Education for the Merced City School District will receive Request for Proposal Number 2026-27-01 for the procurement of the following: Commodity-Processed USDA foods, Commercial Food Products, Dairy, Produce, FFVP Produce, Supplies and Disposables.

Description: The Merced City School District requests proposals in response to this solicitation. A "Vendor" also known as a distributor or a commercial food purveyor, who purchases, receives and/or stores commercial food products, related food service goods, and the handling of USDA Foods. The Vendor sells, delivers, and bills the District for the goods and/or services provided. A "Proposer" is a Vendor responding to the RFP with a proposal.

The RFP will be posted online to view or download at https://www.mercedcsd.org/departments/administrative-services/nutrition-services/bids. For assistance accessing documents contact Karina Hernandez at (209) 385-6609. The Merced City School District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service. All proposals are due at the Nutrition Services office by the posted or advertised closing date and time. The vendor is responsible for ensuring their proposal is delivered to the listed location.

This solicitation is issued with the intent to procure products and related services of a Vendor in accordance with applicable state and federal laws governing the federally funded Child Nutrition Programs which collectively refers to the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) for the District.

The District will select a winning proposal based on the conditions and requirements contained herein to award the contract beginning on July 1, 2026, and ending on June 30, 2027.

Proposal Deadline: Friday, April 17, 2026, by 4:30 P.M. Pacific Daylight Time.

No bidder's conference will be held. All bidders will be responsible for obtaining any addendums or revisions to the bid which will be posted in the same manner as the RFP documents. Questions or comments regarding this RFP must be written and received by Merced City School District no later than April 17, 2026, 4:30 PM (PST). Questions are to be e-mailed to khernandez@mercedcsd.org. The Merced City School District shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

The District's Board of Trustees reserves the right to reject any bids. No bidder may withdraw their bid for ninety (90) days after the date set for the opening of bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

Communication Inquiries: All communications regarding this solicitation document should be directed in writing to:

District Contact Person: Karina Hernandez
Contact Person Title: Purchasing Technician
Contact Person Phone #: (209) 385-6609
Contact Person Email: khernandez@mercedcsd.org

Email is the preferred form of communication for questions and inquiries regarding this RFP.

Deliver Proposals to the following location:

Merced City School District – Nutrition Services
2111 Wardrobe Ave.
Merced, CA 95341

Fair and Open Competition: This solicitation is intended to promote fair and open competition.

Submission of Proposals: Proposers must sign and complete all attachments in response to this solicitation. Proposers must deliver or mail sealed proposals to the address above by the due date and time as stated in the solicitation. It is the proposer's responsibility to ensure and confirm that its proposal is received by the deadline, with no exceptions.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS RFP TO BE CONSIDERED RESPONSIVE AND ELIGIBLE FOR CONSIDERATION FOR AWARDED CONTRACT. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

Please Note: Proposers submitting or who submit incomplete proposals will be ineligible for evaluation and selection for an awarded contract. Below is a list of documents that must be completed and submitted with your proposal to be considered responsive.

Attachment A	Vendor Checklist
Attachment B	Vendor Pricing (Google Spreadsheet)
Attachment C	Request for Proposal Signature Page
Attachment D	Proposer Contact Information & References
Attachment E	Questionnaire
Attachment F	Non-Collusion Declaration
Attachment G	Fingerprint Declaration
Attachment H	Certification and Disclosure Statements
Attachment I	Suspension and Debarment Certification
Attachment J	Lobbying Certificate

Attachment K	Disclosure of Lobbying Activities
Attachment L	Equal Opportunity Employment Certificate
Attachment M	Vendor's Statement Drug-Free Workplace
Attachment N	Vendor's Statement Regarding Worker's Compensation
Attachment O	Clean Air & Water Act Certification
Attachment P	Prohibition on Poultry Products Imported from the People's Republic of China Vendor Certification
Vendor Narrative	Rebates, discounts, and credits, (see pg. 12) Provide own document
Vendor Policy	Safety Program/Recalls, HACCP plan Provide own document

Vendor Pricing Form (Product Lists): The Product List is attached hereto as "Vendor Pricing Form" (Attachments B – Each tab on the document is one Pricing Form). Any items not being included in the proposal shall be lined out by the Vendor making the proposal. Proposers may choose to respond to one or all of the Product Lists attached to this RFP. Proposers will need to complete, sign, and return this "Vendor Pricing Form" and the "Proposer Contact Information" along with all other required documents to be considered a responsive proposal.

- All products 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 packaging is to be provided.
- Proposer certifies that prices are the lowest offered to any comparable customer and the District will be given the benefit of any lower prices or price decreases during the term of the contract. Before June 30, 2027, the vendor may submit updated pricing for one additional year. Price increase requests must document cost increase or raw materials to the vendor only.

Vendor Pricing Form (Attachment B) Instructions:

1. Fill the form out completely. Make sure an authorized representative of the company has signed the top of page 1.
2. Fixed Prices shall be for whole items in full cases
3. RFP pricing is to be extended to no more than two (2) decimal points.
4. Submit this form with the RFP response by Friday, April 17, 2026, at 4:30 P.M. PST.

SECTION 2: SCOPE AND PURPOSE

Scope: The purpose of this solicitation is to solicit proposals and award a contract to a Vendor for products and services described herein: (Vendor Pricing Form Attachment B)

Requirements: Proposer must submit One (1) original, and (1) copy of the proposal to be mailed or delivered in a sealed envelope to the below-stated address and identified as **Proposal Number: 2026-27-01-B1 Commodity-Processed USDA Foods, 2026-27-01-B2 Commercial Food Products, 2026-27-01-B3 Dairy, 2026-27-01-B4 Produce, 2026-27-01-B5 FFVP Produce 2026-27-01-B6 Supplies and Disposables;** according to which proposal(s) you will be bidding on. The word **"Original"** shall be plainly stated on the original proposal. It is not necessary to submit each copy in a separate envelope; they may be submitted in one packet. The cost of preparing and submitting a proposal is the sole responsibility of the proposer and shall not be chargeable in any manner to the District. The contents of any proposal shall not be disclosed or made available to competing entities during the evaluation process. Proposal documents must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite by the person or persons signing the proposal. Responsibility for errors or omissions on the part of the Proposer will not be assumed by the District.

RFPs must be received by the Merced City School District, Nutrition Services Department, 2111 Wardrobe Ave., CA 95341 no later than Friday, April 17, 2026, 4:30 P.M. Pacific Daylight Time. Emailed or Faxed RFPs will not be accepted.

The District reserves the right to award this bid by line item or in total whichever may be in the best interest of the District.

Amendments and Modifications: The District reserves the right to modify the awarded contract by mutual agreement between the District and the selected Vendor, so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by the issuance of a written authorization amendment by the District.

Term of Contract: The initial awarded contract period shall be July 1, 2026, to June 30, 2027. Both parties to the awarded contract will agree to enter into this awarded contract for a 12-month period. However, upon mutual consent between Merced City School District and the awarded Vendor, this bid may be extended (by mutual consent expressed in writing) for up to four (4) additional one (1) year increments (total potential bid life of five (5) years from Board of Education award). Such renewal will be made by notifying the Distributor, in writing, thirty (30) days before the expiration of the contract. Contract not to exceed through June 30, 2031. Quoted prices must stay in effect from July 1, 2026, through June 30, 2027.

The extension may be granted on a year-by-year basis provided that the District has deemed the products and services of the vendor satisfactory. Agreement prices that are subject to increase for each period shall be based upon a percentage increase in the annual Consumer Price Index (C.P.I.) for all urban consumers for the specific index to be reviewed is the C.P.I. San Francisco, California, not to exceed five percent (5%). The adjustments to the agreement rate (prices) schedule, if any, shall be evaluated by using the percentage of change between the previous year and the current year's Consumer Price Index published by the U.S. Department of Labor's Bureau of Labor Statistics. The specific index to be reviewed is the C.P.I. for San Francisco, California - each year using the "Special Aggregate Index" category of "All Items Less Shelter" under the "All Urban Consumers" column., comparing the current year February to the prior year February rates, typically released in the month of March. The price change should be presented in writing not less than 90 days prior to the contract renewal date.

Vendor Agreement: The selected Vendor will need to sign the awarded contract upon notification by the District. This awarded contract will represent the contractual requirements listed in the RFP, attachments to RFP, amendments to the RFP, and the selected Vendor's proposal. Failure to execute the awarded contract will disqualify the winning Proposer and the next most responsible, responsive Proposer with the next highest scoring points will be selected.

Minimums: Products will be ordered on an "as needed" basis. Vendors must state in their Proposal if minimums are required. Orders requiring minimum amounts of product per shipment or minimum dollar amount per shipment may affect RFP awards.

Delivery: Except for Milk, which will be delivered to each school site, Products will be delivered to the Districts at the following

address within the scheduled time listed below:

MCSD – Nutrition Services
2111 Wardrove Ave.
Merced, CA 95341

All Deliveries must be completed between 8:00 A.M. – 1:00 P.M. unless other arrangements are agreed to by the District.

Refrigerated foods must be delivered in a refrigerated vehicle and received in containers at or below 40 degrees Fahrenheit. Frozen foods must be delivered in a clean vehicle that has a freezer and received in a frozen state. All vehicles must be clean and free from any foreign substances that may contaminate the products being delivered. All goods must be delivered in good condition. Deliveries will be checked for temperature controls. Items received over the allowable temperatures will be rejected.

Shipments must be made in amounts mutually agreed upon by the Nutrition Services Department and vendor. The shipments are to be grouped and separated by dry, frozen, and refrigerated products. Shipments will be made to the Warehouse, except for Milk which will be delivered to all school sites. For Milk/Dairy deliveries, see the Site List for each district included with the Milk/Dairy RFP.

SECTION 3: PROPOSER QUALIFICATIONS AND RESPONSIBILITY

Requirements:

1. The District is looking for Vendors to provide the products and services listed in this RFP.
2. If the Proposer is unable to provide products or services to the District, the Proposer must succinctly define what can and cannot be provided including the reason. The District will determine if the request is accepted. If the request is denied, the proposal may be rejected.
3. In case of default by the selected Vendor, the District, after due notice, may procure the necessary supplies from other sources and hold the selected Vendor responsible for any excess cost, including costs related to procurement (e.g. cost of labor and supplies).
4. Continuous instances of product unavailability may result in termination of the contract and removal of Proposer from the vendor list at the sole discretion of the District.

Compliance Requirements: Proposers will need to comply with applicable requirements outlined in federal and state regulations including policy and instructions issued by the U.S. Department of Agriculture (USDA) and the California Department of Education (CDE). The applicable regulations are 7 CFR 210 (National School Lunch Program), 7 CFR 220 (School Breakfast Program), 7 CFR 250 (Food Distribution Program), 7 CFR 200 (Super Circular).

The District reserves the right, at any time after opening and before award, to request from any Proposer clarification, address technical questions, make site visits, review past performance, or to seek or provide other information regarding the Vendor's proposal. This process may be used for such purposes as providing an opportunity for the Proposer to clarify the proposal to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of the Proposer. The District will not consider information received if the information materially alters the content of the proposal or alters the type of goods and services the Proposer is proposing to the District. An individual authorized to legally bind the Proposer shall sign responses to any request for clarification.

Issuance of this RFP in no way constitutes a commitment by the District to award any contract of agreement. This RFP is designed to provide Proposer with the information necessary to prepare a competitive proposal. It is not intended to be comprehensive, and each Proposer is responsible for determining all factors necessary for submission of a comprehensive proposal. An RFP may be rejected for various reasons, including but not limited to any one of the following reasons:

1. Proposer fails to deliver the proposal by the due date and time.
2. Proposer fails to respond to the District's request for information, documents, or references within the time specified.
3. Proposer's response limits the rights of the District.
4. Proposer's response materially changes a product or service requirement.
5. Proposer fails to include information necessary to substantiate that it will be able to meet a product or service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability: representations of future developments will not satisfy the requirement.
6. Proposer provides misleading or inaccurate responses.
7. Proposer initiates unauthorized contact regarding the RFP with the District or employees/agents of the District.
8. Proposer presents the information requested by this RFP with the District in a format inconsistent with the instructions of the RFP.
9. Proposer fails to include any signature, certification, authorization, stipulation, disclosure, guarantee, or other item requested in this RFP.

RFP Acceptance or Rejection: This RFP does not commit the Merced City School District to award a contract, to pay any cost incurred in the preparation of this RFP, or to procure a contract for services or supplies. The District reserves the right to reject any or all proposals received in response to this RFP and to cancel this solicitation at any time if it is in the best interest of the District. All submitted RFPs and information included therein shall become public records upon delivery to the Merced City School District. All

firms submitting an RFP should note that the execution of any contract would be contingent upon governing board approval.

Board Contact: No business entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the RFP process of any project on which the business entity intends to or has submitted an RFP. Any vendor violating this policy shall be deemed disqualified from the RFP. Should such contact come to light after the RFP is awarded and the entity is deemed the successful Proposer, the board reserves the right to cancel any contract awarded, in which case, the vendor shall be liable for any damage incurred by the District. The board shall exercise its best judgment for the benefit of the District in deciding whether to proceed or not, depending on all of the facts and circumstances.

Governing Law and Venue: In the event of litigation, the RFP documents and related matters shall be governed by and construed in accordance with the laws of the State of California. The venue shall be with the appropriate State or Federal court located in Merced County.

RFP Protest: The District will follow its bid protest process for purposes of this RFP. Any proposer may file a protest against the award of the Contract to any other Proposer. The protest must be in writing and filed within five (5) business days after receipt of notification of the contract award. The Proposer shall submit all documents supporting or justifying the protest. These requirements are to be strictly construed. Untimely protests and/or grounds not outlined in the protest will not be considered. Further, the failure to comply with these protest requirements will constitute a waiver of the right to challenge and forever bar the proposer from challenging, whether before the District or any administrative or judicial tribunal, any particular RFP(s), the RFP process or any ground not outlined in the protest. The District shall review the documents submitted with the Proposer's claims and render a decision in writing within 30 business days.

Patents: The Proposer shall hold the Merced City School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, Manufacturer, or author) of any copyrighted or un-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this RFP.

SECTION 4: ADMINISTRATIVE INFORMATION

Estimations: To the best of its ability, the District has provided estimates to the Proposer for products and related services it intends to order. The total purchasing estimates are based on usage from the previous year. The Districts will not guarantee any minimum utilization or compensation to be paid to a Proposer.

Competitive Pricing: The pricing is for the 2026-2027 school year. Proposer must complete the ***"Vendor Pricing Form"***, (Attachment B). Proposers are encouraged to submit the most competitive pricing possible because the District will be soliciting multiple proposals from proposers to achieve the lowest possible costs for the specifications and requirements outlined in this solicitation. If for any reason this solicitation has limited Proposer's ability to provide a competitive proposal, then contact District as directed in the cover letter to explain.

Pricing: All products will be priced as Proposer's cost plus a fixed handling charge. Pricing submitted for all products will be net price, F.O.B. destination, and full service. The evaluated prices will be price per unit, not price per case. The unit price offered should contain two points (.00) beyond the decimal. The extended price shall be rounded to the nearest whole cent (5 or greater shall be rounded up and 4.9 or less shall be rounded down).

Case Price: Basis for case price (cost) is current prices for date of April 1, 2026 (date that the District would like to review proposed pricing). If product was not purchased on this date, a manufacturer's price sheet signed by the authorized manufacturer's representative or official manufacturer's confirmation letter may be used prior to the proposal opening. Prices must be entered on the "*Vendor Pricing Form*". The District may request copies of invoices, price sheets, or confirmation letter prior to award of the contract.

a. Prices quoted shall be the NET Price that Proposer will pay.
b. Costs should be locked with packers/manufacturers for the greatest extent of time to avoid price increases for contract duration.
c. Prices shall be based on delivery to Proposer's warehouse. Freight rates shall normally be in carload or truckload quantities of straight or mixed products, except for very small volume products, which may be drop shipped. Freight arranged by Proposer will not exceed the rates established by nationally recognized common carriers.
d. Official Manufacturer confirmation letter must be maintained on file with the selected vendor for audit purposes.
e. Allowances intended for the end user, such as, promotion allowances, bill backs, or other purchasing incentives MUST accrue to the benefit of the District. Evidence of such discounts or allowances, e.g…., one free with 10, or proposal allowances, the benefits of which shall accrue to the District. Self-funded allowances will be expected to be on-going. **In the narrative section, explain any volume discounts or allowances which are from monies other than manufacturers or packers' allowances.** Record all allowance, source of allowances, and Allowance Good Thru dates on "*Vendor Pricing Form*".
f. Allowances, intended for the selected Vendor, such as, payment arrangements or marketing dollars, shall accrue to the benefit of the Vendor.
g. Individual product rebates may either be filed by the District or selected Vendor but will be paid only to the District. The selected Vendor will provide the tracking report, if requested.
h. Submit, with the proposal, a list of all products which:
    i. Are firm for the entire SY, calendar year, or specified period of time.
    ii. Proposer cannot provide for the SY.
    iii. Is special order including lead time?
    iv. Are Proposer processed products, such as cut-up fruit/vegetables? The price of the product charged must be based on an independent market bulletin. The selected Vendor shall keep the market bulletin which served as the basis for the cost and the calculation for this proposal on file for audit purposes.

When a product unit is stated as a case, decimals should be carried in two (.00) places. For units as pounds, decimals should be carried in two (.00) places. For items in a unit of each or partial case, decimals should be carried in two (.00) places.

Handling Charge: Includes but is not limited to procurement, handling at Proposer's warehouse, overhead, delivery, and profit. In the narrative section, explain how the handling fee is determined. The handling fee is fixed for the length of the contract plus any renewals regardless of manufacturers/suppliers' invoice prices. Proposers may propose a different handling fee for different product categories or different products within categories.

a. Proposer shall propose a dollars and cents handling fixed fee per case to two decimal places, for example: $1.25.
b. The handling charge applied to a product shown in the Vendor Pricing Form shall also apply to all other pre-approved brands within the product specification in the event of substitution.
c. Handling charges for broken cases shall be prorated based on the number of units ordered from the full case. The District will keep broken case orders to a minimum; broken case orders shall consist largely of seasonings, condiments, fresh produce, and some non-food products. To arrive at the price for broken cases, the selected Vendor shall divide the number of units in a full case into the per-case selling price, including the pro-rated handling fee.
d. In the narrative portion, Proposer should describe the prompt payment and volume discount allowances proposed.

Allowable Costs (discount, rebate, and other applicable credit): In accordance with applicable federal regulations, for all costs reimbursable contracts awarded by the District:

1. The selected Vendor must separately identify each cost submitted for payment to the District:
    a. the amount of that cost that is allowable (i.e., can be paid from the nonprofit school food service account) and the amount that is un-allowable (i.e., cannot be paid from the nonprofit food service account); or
    b. the selected Vendor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records management processes have been established that maintain the visibility and transparency of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.
2. The selected Vendor 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 case of other applicable credits, the nature of the credit. The District may permit the selected Vendor to report this information on a less frequent basis than monthly, but no less frequently than annually. The selected Vendor must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract which are not reported before the conclusion of the contract.
3. The selected Vendor must maintain documentation of costs and discounts, rebates, and other applicable credits and must furnish such documentation upon request by the District, the CDE, or USDA.
4. No expenditure may be made from the non-profit school fund service account that permits or results in the selected Vendor receiving payments over the Vendor's actual, net allowable costs.
5. ***Evaluation of Rebates, Discounts, and Credits*:** Proposer will be evaluated on its transparency as well as its performance and success in negotiating and returning rebates, discounts, and credits received by Proposers, other manufactures and vendors, or companies related to products and services described in this solicitation and resulting awarded contract. Any such rebates, discounts, and credits must accrue to the benefit of the District (See "Reference: CFR § 210.21 Procurement" below). This includes any District rebates, discounts, and credits which are contracted out to a third party for management, handling, payment, and/or processing.

    Rebates, discounts, and credits may include but would not be limited to any amount paid by way of reduction, credit, discount, return, refund, financial incentives, price concessions, and other instruments of value (such as reduction in pricing on non-District related purchases where District purchases were considered), or other direct or indirect remuneration from manufacturers/vendors or others persons that are related to, directly or indirectly influence or affect what has already been paid or will be made payable with funds from the District's nonprofit food service account.

In a narrative, the Proposer must:

a. Describe how it manages, reports, and negotiates rebates, discounts, and credits.
b. Provide an estimate of rebates, discounts, and credits the District should receive during the course of the contract if the Proposer wins the contract based on the estimates provided.
c. Describe what differentiates your company from other Proposers in terms of rebates, discounts, and credits.
d. Describe if rebates, discounts, and credits funds are audited by an independent auditing organization to ensure they are paid in accordance with your company's contracts and in accordance with applicable federal and state requirements.

Compliance with 7 CFR § 210.21 Cost Reimbursable Contracts: The selected Vendor must be able to comply with CFR § 210.21 Procurement. (f) Cost reimbursable contracts, which state the following:

(1) *Required provisions.* The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(I) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority:

(ii) (A) The contractor must separately identify for each cost submitted for payment to the school food authority that amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars.

(iv) The Contractor must identify the amount of each discount, rebate, and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State Agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequent than annually.

(v) The contractor must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

SECTION 5: PRODUCT REQUIREMENTS

General Requirements: All products shall conform to the minimum requirements of federal and state regulations. These requirements included, but are not limited to cleanliness, safety, weights, fill of containers, drained weights, and contamination.

1. All food products proposed by the Proposer and supplied by the selected Vendor will comply with standards of identity, quality, and fill and drained weights as described in relevant federal and state regulations.
2. All foods, especially temperature-controlled foods, will be handled according to the latest federal and state food codes that govern the products.
3. Concerning any products that are misrepresented, the supplier whose name and address appears on the package is the party responsible. The selected Vendor is expected to take immediate action to correct any situation in which product integrity is violated.
4. In the case of quality disputes, the manufacturer may be required to provide an independent or third-party laboratory analysis to justify the grade.
5. Random sampling and testing of products will be performed by the District. Should any product fail to meet specification, quality, or condition as awarded, the District will require the selected Vendor to remove any such products from all District locations, provide full credit for the total value of the removed product, and reimburse the District for any costs.
6. **Nutrition Standards in the National School Lunch Program and School Breakfast Program:** All products shall conform to NSLP, NSB, and other federal and state-regulated nutritional programs (including new meal patterns) in which the District participates. The selected Vendor will need to work with the District to achieve compliance with changes to program standards as they relate to products and services provided by the selected Vendor to the District.
7. If **product origin** is not listed on the case or broken cases, the selected Vendor will be required to provide the country of origin when the District requests the information.
8. **Whole Grain Requirement**: All grain products served in the NSLP/SBP must be credited based on per-ounce equivalent USDA standards. Products must be made from 51 percent or more whole grain with all remaining grains being enriched.
9. **Substitutions:** All substitutions require the prior approval of the District. If the selected Vendor is temporarily out of stock of a particular product, an equal or superior product at an equal or lower price may be delivered as long as prior approval has been received. If an alternate product of equal value is quoted in response to this RFP, the Proposer must provide a full description, manufacturer's code number, and pack information. The vendor must furnish samples upon request.
10. **AB 626 Smart Snack in School**: All snacks and beverages must meet the AB 626 Smart Snacks in School Federal and State Regulations effective 7/1/2014.
11. **Material Safety Data Sheets (MSDS):** The District requires MSDS for all chemicals. As required by the District, MSDS must be compiled by the selected Vendor into a book at the District's location or in an electronic medium by August 1, 2026. The District will choose the appropriate medium and may choose to receive both paper and electronic forms. **Failure to provide MSDS may be grounds for termination of the contract.**
12. **Product Formulation Statements**: The District requires Product Formulation Statements for all food products that do not have Standards of Identity. These Product Formulation Statements must be made available electronically at all times and be the most up-to-date statement from the manufacturer. The selected Vendor is required to provide nutritional analysis and CN or Manufacturer's documentation upon request, which verifies the product's contribution to the National School Lunch and Breakfast meal Programs. The information must contain the following:

Calories	Cholesterol	Thiamin B1	Dietary Fiber	Protein
Fat Totals	Calcium	Vitamin A (Total)	Sugar	Sodium
Carbohydrates	Iron	Vitamin C	Saturated Fat	

Ordering Procedures:

- The District prefers an online ordering process. In addition, the District prefers to be able to access product formulation statements online.
- If possible, the selected Vendor must block non-proposed products from electronic ordering systems available to the District for order guide but will want access to the full catalog of products.
- Ordering shall be in full-case quantities.
- Orders will be transmitted electronically, as mutually agreed upon by the selected Vendor and the District.
- Selected Vendors may be required to assist the District in setting up and utilizing existing technology by providing computer software and training for online account management.
- Every effort must be made to implement efficient use of current computer/internet capabilities for purchasing.
- Selected Vendor will train selected District staff on the use of the system at no additional cost to the District.
- Sales to any individuals (non-District) using the awarded contract are strictly prohibited.
- Sales to the District's sponsored groups using the awarded contract may be authorized only by the District.

BUY AMERICAN: Merced City School District is in support of the Richard B. Russell National School Lunch Act (NSLA) Buy American provision and encourage strengthening enforcement of this important requirement. This provision greatly benefits the American agricultural economy and ensures the quality of the food our Nation's children are receiving in school.

Buy American Provision (7 *CFR*, sections 210.21[d] and 220.16[d]; U.S. Department of Agriculture Policy Memorandum SP 38-2017)

Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Domestic commodities or products are defined as agricultural commodities (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed products (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains an M/MA and grain component) that are processed in the United States using substantial agricultural commodities that are produced in the United States. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

Exceptions to the Buy American Provision will be used as a last resort and are only allowable for one of the two exceptions listed below and outlined in further detail in the USDA Policy Memorandum SP 38-2017: Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

- The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, such as bananas or pineapples.
- Competitive bids reveal the costs of a United States product are 25% higher than the nondomestic product.

Vendors/distributors must document and inform the SFA of exceptions to the Buy American Provision requirement *prior* to delivery of the nondomestic commodity or product. Exceptions must be provided in writing and approved by the Child Nutrition Director prior to delivery.

The documented exception shall include the following:

- A description of the nondomestic item.
- Alternative domestic commodities or products (if applicable).
- A synopsis of was done by the vendor to determine the cost and availability of the item.
- Documentation outlining the price of both domestic and non-domestic commodities or products or lack of availability to

justify the exception.
- The dates that the:
    - Vendor informed the SFA of the nondomestic commodity or product substitution,
    - The Nutrition Director agreed to accept this food item in advance of delivery, and
    - Commodity or product was received by the SFA.

Starting in SY 2025-26, the USDA placed a cap on the percentage of SFA food dollars that can be spent on non-domestic foods. As part of this purchasing relationship, the vendor/distributor is required to provide documentation on the total food dollars spent on non-domestic foods during the contract period, itemized by product name or item code. The documentation must be sufficient so that the SFA can complete the USDA Buy American Exceptions Tracker documenting the total dollars spent on non-domestic foods in a year, by item. The vendor/distributor must work with the SFA to provide documentation that aligns with the SFA needs under this regulation.

- Beginning in School Year (SY) 2025–26, the non-domestic food purchases cap will be 10 percent.
- Beginning in SY 2028–29, the non-domestic food purchases cap will be 8 percent.
- Beginning in SY 2031–32, the non-domestic food purchases cap will be 5 percent.

Per California Food and Agriculture Code (FAC), Section 58595(c), our SFA must purchase agricultural food products grown in California before foods grown outside the state when both of the following are met:
- 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.
- The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state.

The selected Vendor shall notify the District in advance of delivery of any product not compliant with this requirement. Product(s) delivered to the District that are not compliant with this requirement will be returned and invoice(s) for those items will not be paid.

SB 490

Merced City School District receives over $1,000,000 in annual federal meal reimbursement. To comply with SB 490, the SFA must only purchase agricultural food products grown, packed, or processed domestically unless any of the following applies:
- 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.
- 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 public institution.

California 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.

When federal meal and state reimbursement funds are used, whether directly by a school food authority or on their behalf, CNP Operators must ensure all procurement transactions (excluding USDA foods) for food purchases are compliant with Proposition 12, this includes verifying compliance when monitoring contracts. Implementation should be achieved by including Proposition 12 in the following: procurement procedures, procurement solicitations, bid specifications.

SECTION 6: STANDARD TERMS AND CONDITIONS

Terms and Conditions: The selected Vendor must be fully acquainted with terms and conditions relating to the scope and restrictions involved in the execution of the work as described in the solicitation. Failure or omission of the selected Vendor to be familiar with existing conditions shall in no way relieve the company of obligation concerning this solicitation.

Reservation of Rights: The District expressly reserves the following:

1. The right to reject proposals.
2. The right to reject any part of the proposal not meeting the specifications set forth herein.
3. The right to waive any irregularities and technicalities and, at its sole discretion, may request clarification or other information to evaluate any or all proposals.
4. The right to re-award the solicitation to another Proposer in the event the Proposer to whom a contract is awarded defaults in executing the formal agreement.
5. The right to accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary, issue a new solicitation or take other action as the District deems appropriate in the best interests of the District.
6. The District reserves the right to cancel immediately any awarded contract for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel or that seriously affects the quality of the service and holds the Vendor in default if he has caused such conditions to arise.

Proposer has the right to withdraw its proposal if the District changes the type of award as described herein.

Payment Method: Payment will be made directly to the selected Vendor within 30 days of invoice.

Proposer may provide incentives for early payment of invoices. These incentives will not be considered in the evaluation of the proposal but will be noted in the awarded contract.

Invoicing: The selected Vendor must provide a duplicate delivery invoice for each delivery showing the quantity of products delivered. This invoice must be signed and dated by the Nutrition Services Employee receiving the product at each delivery.

Credits: Credit memos will be issued for products that do not meet District standards, items not received, and pricing discrepancies. The Vendor shall issue credits for products that do not meet the District standards such as:

- Product Quality
- Food Safety
- Sanitation
- Specifications outlined in this RFP

Taxes: The price quoted shall not include state and federal taxes from which the District is exempt. The necessary exemption certificate will be furnished by the District upon the Proposer's request.

Recordkeeping: Any and all documents, books, records, invoices, and/or quotations of the District's purchases shall be made available upon demand, in an easily accessible manner for at least three (3) years from the end of the contract term to which they pertain and after all other pending matters are closed, for audit, examination, excerpts, and transcriptions by the District, state, and federal representatives and auditors in accordance with federal regulations. Selected Vendor must ensure any such records held by a subcontractor are likewise subject to these provisions.

Fingerprinting: Education Code section 45125.1 applies to this Agreement. Responder will certify that pursuant to Education Code Section 45125.1, Responder will have conducted the required criminal background check of all its employees who may have contact with District pupils or unsupervised access to any District campus and shall certify that none of those employees have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). Upon verification from the DOJ that those people fingerprinted have no record of a serious or violent felony, the Responder will so certify by signing and submitting to the Governing Board of the District the certification form attached. Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by the DOJ as certified by the

Contractor shall constitute grounds for termination of this Agreement.

Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded: Proposer certifies (See attachment: "SUSPENSION AND DEBARMENT CERTIFICATION") neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. The selected Vendor should consult Executive Orders 12549 and 12689. For additional information, the selected Vendor should check https://www.epls.gov/, a public service site by the General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefit.

Lobbying: Proposer must certify (See Attachment: "LOBBYING CERTIFICATION" and Attachment: "DISCLOSURE OF LOBBYING ACTIVITIES") No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, or in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C 1352.

Attorney's Fees: In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to costs, such sum, as the court may adjudge reasonable as to attorney's fees and costs.

Access to Records: Access shall be granted by the selected Vendor to the District, State Agency, USDA, Comptroller General of the United States, or any other duly authorized entity or any of their duly authorized representatives to any books, documents, papers, and records of selected Vendor, which are directly pertinent to the contract to make audit, examinations, excerpts, and transcriptions. The District may conduct audits to validate costs and compliance with agreement terms and conditions.

Inspection of Public Records: All information received from the selected Vendor shall be subject to inspection once the contract is awarded under California Public Records Law (C.G.C. §§ 6250 through 6276.48)

State and Federally Required Contractual Provisions: The selected Vendor must have obtained and will continue to maintain during the entire term of the awarded contract, all permits, approvals, or licenses necessary for the lawful performance of its obligations under the awarded contract. In addition, selected Vendor is responsible for abiding by all applicable federal and state laws and policies of the CODE, as applicable, when providing services under the awarded contract, including but not limited to:

1. **Equal Employment Opportunity**: Selected Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E. O. 11375, Amending Executive Order 11246 Relating to Equal Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.
2. **Labor and Civil Rights:** The selected Vendor shall comply with the applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with the selected Vendor's performance of work under the awarded contract, the selected Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Selected Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a and 15b; the Americans with Disabilities Act; and FNS instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
3. **Duty to Protect**: Selected Vendor shall not knowingly send any employee, agent or subcontractor personnel who is a registered sex offender or who has been convicted of sexual abuse to District's location, building, or District's property when students are attending school or school related activity. Selected Vendor shall make periodic criminal history records inquiries as authorized by the State of California enactment of Megan's Law (enacted in 1996 Penal Code § 290.46).
4. **Smoking:** Selected Vendor shall comply with all prohibitions on smoking in District facilities and grounds pursuant to federal, state and local laws or policies.
5. **Drug-Free Workplace:** The Drug-Free Workplace Act of 1988 requires any companies with contracts or grants with a value of $100,000 or more or individuals with any grant or contract from a U.S. Federal Agency to be subject to the rules of the act. Affected vendors will be asked to sign a Drug-Free Workplace Act Compliance form as part of the requirements of this RFP. If it is determined that a company or individual violates the Drug Free Workplace Act it shall be cause for termination of the

awarded contract.

State and Federally Required Contractual Provisions (Continued):

6. **Unauthorized Workers**: The employment of unauthorized workers by selected Vendor is considered a violation of federal and state law. If selected Vendor knowingly employs unauthorized workers, such a violation shall be cause for termination of the awarded contract.
7. **Clean Air Act and Energy Policy and Conservation Act:** Selected Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Selected Vendor shall report all violations to the District and to the relevant federal or state agency as appropriate.

Insurance: The proposer shall be an independent contractor and not an agent or employee of the District under this agreement. Proposer shall be responsible for any damage, loss, or other claim arising out of the performance of its services, or goods provided. Prior to the commencement of services and goods provided and during the life of this Agreement, Proposer shall provide the District with a current certificate of insurance. The certificate shall show evidence of Worker's Compensation, Vendor's general liability insurance coverage, and the policy should include motor vehicle insurance, in a sum not less than $1,000,000.00 per occurrence, and such certificate or policy shall name the District as an additional insured. Proposer shall provide evidence of coverage upon execution of this Agreement.

Proposer agrees to defend, indemnify and hold harmless the District and its directors, agents, employees and guests against any claim or demand arising from any actual or alleged act, error or omission by Proposer or by any person, firm or corporation employed directly or indirectly by Proposer or by any of the individuals participating in or associated with Proposer, however, caused; and any claim or demand arising from any actual or alleged act by any person, firm or corporation, caused by any act, neglect, default or omission, of Proposer, or any person, firm, or corporation directly or indirectly employed by Proposer upon or in connection with this Agreement, or any other persons/parties performing services arising out of or in the course of the term of this Agreement, and Proposer at his/her own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings that may be instituted against the District for any such claim or demand, and fully and completely pay or satisfy any judgement that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

Nothing herein provided shall be construed to require the Proposer to hold harmless or indemnify the District for liability or damages resulting from the sole negligence or willful act or omission of the District or its officers, agents, or employees.

Proposer is not an employee of the District, and the District shall not indemnify Proposer in any such claim. The proposer is responsible for carrying their own worker's compensation insurance and health and welfare insurance. The District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Proposer to account for all of the above, and the Proposer agrees to hold the District harmless from all liability for these taxes.

Property Damage Liability: The selected Vendor shall maintain insurance covering all owned, non-owned, and hired vehicles. The policy limits of such insurance are not less than $1,000,000.00 combined single limit for each person/each occurrence.

Comprehensive General Liability: The Vendor selected shall maintain Comprehensive General Liability insurance that shall protect the Vendor and District from claims of bodily injury or property damage that arise from performance under the awarded contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than $1,000,000.00 combined single limit for each occurrence/annual aggregate.

Food Laws: The selected Vendor shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. District may inspect selected Vendor's facilities and vehicles, selected Vendor must have documented their company's compliance with Good Agricultural Practices (GAPs), Standard Operating Procedures (SOP), Sanitary Standard Operating Procedures (SSOPs), and

Good Management Practices (GMPs) for farm and field operations, packing facilities, cold storage operations, produce shippers, and their distribution facilities, if appropriate.

Food Recall: Selected Vendor shall be expected to voluntarily comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. The Proposer shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the District and assurance that unsafe products are identified and removed from the District site(s) in expedient, effective, and efficient manner. The selected Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

Biosecurity: The proposer must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration, and under the USDA, Food Safety and Inspection Service.

SECTION 7: EVALUATION OF PROPOSALS

Evaluation: Proposals that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria outlined in this solicitation. The District evaluation team will review the proposals using the evaluation criteria found in this solicitation. In addition, the evaluation team will conduct a pre-award audit and check references.

The District will evaluate each proposal independently of other proposals. As part of the evaluation process, the District may request samples, for example, NEW products and any substitutions.

1. Samples requested will be a full or partial case.
2. Samples may be unboxed and unlabeled when requested for testing.
3. Samples for testing may be billed to the party conducting the test if required.

Product samples required for testing purposes will be requested by the District's designated contact person. Product samples are to be delivered to the specified party(s) within ten (10) business days of the request to the appropriate site(s).

Award Criteria			
Evaluation Criteria	**Review Criteria**	**Submission Requirements**	**Point Value**
Price	Best possible pricing for the District. Bidders should complete the Vendor Pricing form (Google spreadsheet) thoroughly and in a manner to ensure transparency of the elements of the cost structure so that it can be easily understood, explained and audited. The bidder proposing lowest cost overall will be assigned 40 points)	Completed Vendor Pricing Form (Attachment B)	40
Quality & Grade of Products	Products offered meet State and Federal National School Lunch and Breakfast guidelines for quality, grade, and nutrition requirements.	Include packaging and product identification on any substituted items included in this RFP.	20

Product Availability and vendor's ability to accept On-Line ordering. References. Company Sustainability	History of product availability to the District on past orders placed with vendor, if available, and/or reference check findings. Special Ordering of products is not required. Products are kept in stock. On-Line ordering available. Availability of product formulation statements online would be beneficial. Bidder 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. Bidder should have a robust level of financial capability sufficient to handle contracts as large as any Perishable Contract is likely to be and on a multi-year basis.	Attachment D: Proposer Contact information and Reference list contains at least (3) references. Vendor Ordering Policy attached.	20
Customer Service & Delivery	History with District, if available, and reference check to confirm vendor's history of delivering products on time, and in good condition at the correct temperatures. Bidders should demonstrate their ability to promptly respond to requests for information and resolve complaints and issues. Customer service staff should be easily accessible for inquiries or issues. Bidders should be able to provide marketing strategies to assist the Districts in promoting school meal programs.	Reference list contains at least (3) references.	10
Food Safety Program (HACCP Plan)	Vendor has adequate controls in place to effectively manage food recall. Vendor has an adequate food safety program in place.	Vendor Narrative: Company's policy concerning Food Safety, Quality Control, and Management of Food Recall.	5
Complete Package	All Attachments required have been signed and submitted.	See Vendor Checklist (Attachment A)	5
		Total Possible Score:	**100**

SECTION 8: AWARD AND POST AWARD INFORMATION

Award: The District reserves the right to award this bid by line item or in total by groupings/product lists whichever may be in the best interest of the District. Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown in Section 7 Award Criteria, by a review committee. "Minimum qualifications" shall mean complete proposals meeting all RFP instructions and conditions, received by the due date and time.

Proposal Protest Procedures: If any Proposer who submitted a proposal has an objection to the award of the contract to the apparent Proposer with the lowest costs, the objecting Proposer shall furnish that protest, in writing, to the District within two (2) business days of the date of the Proposer notification of an awarded contract. The protest shall describe in detail the basis for the protest and shall request a determination under this section. If a protest is filed in a timely fashion, the District will review the basis for the protest and relevant facts under such terms and conditions, as the District considers proper. Upon completion of the review, the District shall submit its findings and recommendations to the District's board members who shall then review the matter under such terms and conditions as deemed proper.

Upon receipt of authority to act from the District's board members, the District will notify those Proposers involved of its decision. The decision shall be final and binding on the objecting Proposer.

Type of Contract: A fixed price contract (including all handling charges) per product will be awarded as a result of this solicitation. Fixed Price Contract will be in effect from July 1, 2026, through June 30, 2027. If at any time the selected Vendor is unable to honor contract prices on item(s), purchase obligations will not be binding, and the District shall have the option to solicit and award a new contract for said item(s) from a list of vendors.

Method of Award: Proposals that are submitted timely and are not subject to disqualifications will be reviewed in accordance with the evaluation criteria outlined in this solicitation. The District evaluation committee will review the proposals using the evaluation criteria outlined in this solicitation. In addition, the District may conduct a pre-award audit and check references.

Contract Maintenance: The District will communicate with selected Vendor, if necessary, to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, and other Vendor issues.

Mutual Agreement Termination: With the mutual agreement of both parties to the awarded contract, upon receipt and acceptance of not less than thirty (30) days' written notice, the contract may be terminated on an agreed-upon date before the end of the contract period without penalty to either party.

Non-Performance of Contract and Termination: Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligation under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

a. at least thirty (30) days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
b. an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under circumstances, to rectify the defects in products or performance, prior to termination.

Termination for Convenience: The District may terminate the awarded contract before the expiration of the term, without cause and penalty, upon thirty (30) days' written notice to the selected Vendor.

Final Payments: Upon any termination of the awarded contract, the District will pay for all earned amounts including a prorated portion of monthly amounts for products or services completed up to the effective date of termination. The selected Vendor shall submit all required reports and other information.

Contract: The Provisioning Contract provided on Pages 24-30 shall be completed with the respective successful bidder, following the award of the Proposal.

District Profile
Merced City School District
Request For Proposal #2026-2027-01

Merced City School District

Nutrition Services
2111 Wardrobe Ave. Merced, CA
95341
(209) 385-6654

See Vendor Pricing sheets for the District's annual usage per product.

Delivery Sites for Milk
The District sites are as follows:

Burbank	609 E. Alexander Ave.	95340	385-6355
Chenoweth	3200 Parsons Ave.	95340	381-2875
Cruickshank	601 Mercy Drive	95340	385-6370
Franklin	2736 Franklin Rd.	95348	385-6371
Fremont	2150 "S" St.	95340	385-6372
Givens	2900 Green St.	95340	385-6353
Gracey	945 West Ave.	95341	385-6354
Hoover	800 E. 26th St.	95340	385-6345
Muir	300 W. 26th St.	95340	385-6356
Peterson	848 E. Donna Dr.	95340	385-6357
Reyes	123 S. "N" St.	95341	385-6358
Rivera	945 Buena Vista Dr.	95348	385-6359
Sheehy	1240 W. 6th St.	95341	385-6360
Stefani	2768 Ranchero Ln.	95348	724-2507
Stowell	251 E. 11th St.	95341	385-6374
Tenaya	760 W. 8th Street	95341	385-6347
Wright	900 E. 20th Street	95340	385-6362

Monday – Friday Delivery Requirements:

- 8:00 am – 1:00 pm (Schedule delivery appointments with Juan Ortiz, JOrtiz@mcsd.k12.ca.us)
- Milk/Dairy delivered to the above school sites; time based on bell schedules
- Produce will be delivered daily to our Warehouse 2111 Wardrobe Ave. Warehouse before 5:30 a.m. (dark drop)

Enrollment: Approx. – 12,000

Meals: Breakfast 4,700/day Meals: Lunch 8,400/day

Monday-Friday, check District Calendar for days closed

PROVISIONING CONTRACT

THIS PROVISIONING CONTRACT (this **"Contract"**) is made and entered into as of July 1, 2026 (the "Effective Date") by and between _____(**"Provisioner"**) and the **Merced City School District** (the "**District**").

Merced City School District has solicited proposals for the distribution of Commodity Processed USDA Foods, Commercial Food Products, Dairy, Produce, Supplies and Disposables via Request for Proposal Number 2026-2027-01 (the "RFP"), whereby the District agrees to purchase specified products for the Districts' use from the successful bidder.

"Provisioner" is the successful bidder under such request for proposal, and the District hereby desires to set forth their agreement with respect to the sale to the District, and the purchase from Provisioner, of Products on the terms and conditions hereinafter set forth.

The "Provisioner" has been awarded the following proposal(s): (District will enter awarded Proposals)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Provisioner and the District hereby agree as follows:

1. Delivery Requirements: Substitution and Discontinued Items - The District Contact Person shall order Products from time to time by delivery to the Provisioner with a Purchase Order. Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer's products and code numbers as requested by the District unless prior approval has been received to deliver alternate products. The District will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case.

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

The Distributor must provide the specified product or an acceptable substitute, as determined by the District. If, as a result of failure to deliver the specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, the Distributor shall be required to reimburse the District for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of a written request by the District.

2. Price - The price shall be per case or unit. The Provisioner shall provide pricing based on case packaging, catalog, price list, or any other commonly recognized methodology that is standard in the specific industry. The per case/unit delivery fee per this contract shall be as follows on the attached Vendor Pricing Worksheet.

The provisions of this contract shall in no way prohibit the District from making incidental purchases from another supplier for the same services listed herein.

The successful Provisioner 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 District the immediate advantage of such a decrease and inform the District 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.

**For award of Distribution of Processed USDA Foods,* *the Provisioner shall enter into a Memorandum of Understanding (MOU)*

for Distribution Services for Delivery of USDA Foods End Products for Super Co-Op Member Districts in the State of California. Provisioner agrees to fulfill all terms of that MOU, including but not limited to prompt USDA Foods end product sales reporting; maintain records of inventory, sales, and delivery; clearly state Value Pass Through on delivery invoice; and hold/recall responsibilities.

Provisioner agrees to report sales of USDA Foods end products on behalf of the manufacturer on a daily basis to the manufacturer's reporting agency (i.e. ProcessorLink, K-12 Foodservice, etc.) Prompt reporting is imperative to ensure proper draw down of Member District entitlement balance. Value Pass Through method and amounts shall be clearly indicated on all invoices for USDA Foods end product sales. Value Pass Through crediting shall be conducted in accordance with 7 CFR 250.36.

PRICING FOR DISTRIBUTION WILL BE FOR TWO CATEGORIES (A) Processed USDA Foods end products and commercial equivalents, and (b) additional commercial food products (frozen and groceries).

(a) Processed USDA Foods End Products and Commercial Equivalents: Vendors shall utilize manufacturer pricing for USDA Foods end products awarded by the San Mateo Foster City School District:

Quote a per case delivered costs for all items listed on the Proposal Worksheet. Provide prices for the items only as specified on the Proposal Worksheet. Equal products may be offered that meet the same specifications as those listed. If you plan to submit an "equal" product, please contact the district to provide samples prior to submitting your proposal.

(b) Commercial Food Products – Frozen and Groceries: Additional commercial food products – frozen and groceries should be quoted as specified on the Proposal Worksheet. Quote a per-case delivered costs for all items listed.

(c) Additional Items: Additional items may be added to this Proposal, not to exceed 10% of the value of the award. The District shall contact the successful vendor to price on additional items to be added to the Proposal award at any time during the bid period.

3. No Minimum or Maximum Quantities, Order Charges, or Limitations Upon Number of Orders - The District does not guarantee orders in these amounts nor shall orders be limited to these specific figures. This is an indefinite-quantity bid, however the quantities listed are a good-faith estimate. Bidders shall not specify minimum or maximum quantities or charges for order types, unless specifically allowed on the bid form. Unlimited orders within the term of the contract shall be allowed to the District at prices quoted. The estimated quantities listed are Estimated Quantities are for the purposes of forecasting and not to be considered a promise to purchase.

The provisions of the contract shall in no way prohibit the District from making an incidental purchase from another supplier for the same services listed herein.

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

5. Term of Contract/Contract Renewals - The initial awarded contract period shall be July 1, 2026, to June 30, 2027. Both parties to the awarded contract will agree to enter into this awarded contract for a ten-month period. However, upon mutual consent between Merced City School District, and the awarded Vendor, this bid may be extended (by mutual consent expressed in writing) for up to four (4) additional one (1) year increments (total potential bid life of five (5) years from Board of Education award). Such renewal will be made by notifying the Distributor, in writing, thirty (30) days before the expiration of the contract. Contract not to exceed through June 30, 2031. Quoted prices must stay in effect beginning on July 1, 2026, through June 30, 2027. The extension may be granted on a year-by-year basis provided that the District has deemed the products and services of the vendor satisfactory. Agreement prices that are subject to increase for each period shall be based upon percentage increase in the annual Consumer Price Index (C.P.I.) for all urban consumers for the specific index to be reviewed is the C.P.I. San Francisco, California, not to exceed five percent (5%). The adjustments to the agreement rate (prices) schedule, if any, shall be evaluated by using the percentage of change between the previous year and the current year's

Consumer Price Index published by the U.S. Department of Labor's Bureau of Labor Statistics. The specific index to be reviewed is the C.P.I. for San Francisco, California - each year using the "Special Aggregate Index" category of "All Items Less Shelter" under the "All Urban Consumers" column., comparing the current year February to the prior year February rates, typically released in the month of March. The price change should be presented in writing not less than 90 days prior to the contract renewal date.

6. Discontinuance of Service - Failure on the part of the successful Provisioner to meet contract requirements shall be cause for cancellation. Either party may cancel the contract upon a thirty (30) day written notice to the other party prior to the end of the contract term.

The District reserves the right to discontinue service upon 24-hours' notice for due cause which shall include such reasons as unsatisfactory product or service; or to extend the contract with the present Provisioner upon annual review of weighted factors, performance of service and/or provision of quality products. FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.

The District shall hold the successful Provisioner liable and responsible for all damages that may be sustained because of its failure to comply with any conditions herein. If the successful Provisioner 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 District may purchase the items herein specified elsewhere, without notice from the successful Distributor. Additional costs accrued by the member district(s) through this purchase may be deducted from unpaid invoices or must be paid to the district(s) by the successful Provisioner. Prices paid by the district(s) shall be considered the prevailing market prices at the time such purchase is made.

7. Insurance - Provisioner shall carry and maintain during the entire term of this Contract the following insurance coverage:

Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than $1,000,000 per occurrence and $2,000,000 aggregate. The policy(ies) so secured and maintained shall include, among other things, coverage for contractual or assumed liability, products liability, and owned, hired, and non-owned automobiles insurance and shall be maintained with so self-insured retention.

Workers' Compensation Insurance in such amounts as may be required by law; and

Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than $2,000,000 per occurrence.

Such other insurance is customarily maintained by large-scale processors and distributors of food products of the type, quality, and grade provided for under this Contract.
Provisioner shall furnish to the District certificates of insurance, signed by an authorized representative of the insurance carrier no later than thirty (30) days after the District board's approval of the Contract or prior to the first delivery of food products hereunder, whichever occurs first, which certificates shall be endorsed as follows:

"This policy shall not be suspended, canceled, reduced in coverage or required limits of liability or amounts of insurance or non-renewed until notice has been mailed to the District. Date of suspension, cancellation, reduction or non-renewal may not be less than thirty (30) days after the date of mailing such notice. The insurance afforded by this policy is primary and any other insurance carried by the District with respect to the matters covered by such policy shall be excess and non-contributing."

The certificates of insurance and insurance policies required under this Contract shall name the District indemnities named in the Request for Proposals (Merced City School District) as additional insured. Facsimile or reproduced signatures are not acceptable. If complete and proper insurance certificates as required hereunder are not delivered to the District within the time period provided above, the District may declare the Contract unexecuted and void. The District reserves the right to

require complete certified copies of the required insurance policies.

The insurance companies providing the insurance required under this Contract shall be subject to the District's prior written approval, which shall not be unreasonably withheld.

If Provisioner fails to purchase and maintain any insurance required under this Section 5, the District may, but shall not be obligated to, upon five (5) days' written notice to Provisioner, purchase such insurance on behalf of Provisioner and shall be entitled to be reimbursed by Provisioner promptly thereafter or deduct the amount of such premiums from amounts otherwise due to Provisioner hereunder. Any amounts expended by the District hereunder shall bear interest from the date expended until repaid to the District at the rate of ten percent (10%) per annum.

8. Indemnification - Provisioner shall hold harmless, indemnify and defend (with counsel acceptable to the District) the District, their board, directors, employees, agents, and consultants from and against any and all obligations, liabilities, claims, losses, damages, costs and expenses (including attorneys' fees and costs) arising from or in connection with (a) any defects in the food products, (b) Provisioner conduct or negligent, willful or improper procedures in connection with the discharge of its responsibilities and obligations hereunder (including, without limitation, the processing of food products) or any other negligent behavior or willful misconduct of Provisioner, or (c) any breach or default by Provisioner under this Contract. The terms and provisions of this Section 6 shall survive the expiration or earlier termination of this Contract.

9. Inferior Product - The Distributor agrees to permit inspection of the delivered items by a representative of the District with the right of rejection of inferior merchandise. Cases and packages shall be so constructed as to ensure safe and sanitary transportation to the point of delivery. All packaging materials shall be FDA-approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. The District's decision shall be final.

10. Buy American - Merced City School District is in support of the Richard B. Russell National School Lunch Act (NSLA) Buy American provision and encourages strengthening enforcement of this important requirement. This provision greatly benefits the American agricultural economy and ensures the quality of the food our Nation's children are receiving in school.

Buy American Provision (7 *CFR*, sections 210.21[d] and 220.16[d]; U.S. Department of Agriculture Policy Memorandum SP 38-2017)
Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Domestic commodities or products are defined as agricultural commodities (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed products (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains an M/MA and grain component) that are processed in the United States using substantial agricultural commodities that are produced in the United States. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

All **creditable** food products must comply with the Buy American Provision requirement in 7 *CFR*, sections 210.21(d) and 220.16(d).
Note: The SFA is not required to adhere to the domestic requirement for foods that are not creditable food components, such as for spices, oils, or condiments.

Exceptions to the Buy American Provision will be used as a last resort and are only allowable for one of the two exceptions listed below and outlined in further detail in the USDA Policy Memorandum SP 38-2017: Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

- The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, such as bananas or pineapples.
- Competitive bids reveal the costs of a United States product are 25% higher than the nondomestic product.

Vendors/distributors must document and inform the SFA of exceptions to the Buy American Provision requirement *prior* to delivery of the nondomestic commodity or product. Exceptions must be provided in writing and approved by the Child Nutrition Director prior to delivery.

The documented exception shall include the following:

- A description of the nondomestic item.
- Alternative domestic commodities or products (if applicable).
- A synopsis of was done by the vendor to determine cost and availability of the item.
- Documentation outlining the price of both domestic and nondomestic commodities or products or lack of availability to justify the exception.
- The dates that the:
    - Vendor informed the SFA of the nondomestic commodity or product substitution,
    - Child Nutrition Director agreed to accept this food item in advance of delivery, and
    - Commodity or product was received by the SFA.

Selected Vendor shall notify District in advance of delivery of any product not compliant with this requirement. Product(s) delivered to the District that are not compliant with this requirement will be returned and invoice(s) for those items will not be paid.

11. All Processed Foods Should Not Contain Any Artificial Trans Fat - All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients that contain protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

12. Affirmative Action - The Provisioner shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet Federal and State guidelines. No discrimination shall be made in the employment of persons in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

13. Due Authorization - This Contract is duly authorized, executed and delivered by Provisioner, is the legal, valid and binding obligation of Provisioner enforceable against Provisioner in accordance with its terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally), and does not and will not violate any provisions of any agreement to which Provisioner is a party or may become a party or to which is it subject or may become subject. Each individual and entity executing this Contract hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Contract to the terms and provisions hereof.

14. Assignment - Provisioner shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Contract (or any part hereof) without the prior written consent of the District, which may be granted or withheld in the District's sole and absolute discretion.

15. Notices - All notices, requests, demands, consents, instructions or other communications hereunder shall be in writing (which shall include telex, telegram or telecopy) and shall be deemed to have been duly given or made upon transmittal thereof by telex, answer back received, if transmitted on a business day, otherwise on the first business day after transmittal, or on the date of confirmed dispatch if sent by telecopy on a business day, otherwise on the first business day thereafter, or upon the delivery thereof to the telegraph office if sent by telegraph on a business day, otherwise on the first business day thereafter, or three (3) business days after deposit in the mail if sent by certified mail, postage prepaid, return receipt

requested, or on the next business day if sent by overnight personal delivery, in each case addressed to the party to which such notice is requested or permitted to be given or made hereunder, at the addresses and facsimile numbers set forth underneath such party's signature line to this Contract, or at such other address and/or facsimile number of which such party shall have notified in writing the party giving such notice. For purpose of this Contract, the term "business day" shall mean a day other that a Saturday, Sunday or any day on which the District is authorized or required by law to be closed.

16. 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.

17. Attorneys' Fees - In the event of any dispute between the District and Provisioner pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating, and other expenses, air freight charges, and fees billed for law clerks, paralegals, and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section 12 shall survive the expiration or earlier termination of this Contract.

18. 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 District 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. The distributor will provide the District 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 District 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.

19. Waiver - No action or failure to act by the District or any District representative shall constitute a waiver of a right or duty afforded them under this Contract, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach there under, except as may be specifically agreed in writing.

20. Entire Agreement: Amendments - This Contract and all documents comprising the RFP constitute an entire and integrated agreement between the parties hereto with respect to the matters set forth therein and supersede all prior negotiations, representations, or agreements, either written or oral. The documents comprising the RFP are hereby incorporated into this Contract and made a part hereof. The Contract may be amended or modified only by a writing executed by both parties hereto.

21. Iran Contracting Act Certification Form - 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 complete this certification.

22. California 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.

When federal meal and state reimbursement funds are used, whether directly by a school food authority or on their behalf, CNP Operators must ensure all procurement transactions (excluding USDA foods) for food purchases are compliant with Proposition 12, this includes verifying compliance when monitoring contracts. Implementation should be achieved by including Proposition 12 in the following: procurement procedures, procurement solicitations, bid specifications.

23. **Required Federal and State Certifications** - Proposers must complete and submit all required federal and state certification forms with their proposal. These certifications are required for procurements conducted under the Child Nutrition Programs and must be included as part of the proposal package.

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

DISTRICT:
Merced School District
Agreement

By:_____

(Title): Director of Nutrition Services

Address:

2111 Wardrobe Ave.
Merced, CA 95341

Phone: 209-385-6654

Fax: 209-385-6781

PROVISIONER:

By:_____

(Title):

Address:

Phone:

Fax:

Authorized Officers Or
Agents
(CORPORATE SEAL if required)

Attachment A

Merced City School District

DOCUMENTS REQUIRED FOR A COMPLETE PROPOSAL

Vendor Checklist Request For Proposal #2026-2027-01

Use this checklist to ensure all attachments have been included in your submission. Please attach this form to the front of your submitted proposal. ***All documents must be hard copy with original signatures.**

Company Name:		
Phone Number:		**Office Use (Only)**
☐ Attachment A:	Vendor Checklist	☐ Received
☐ Attachment B: Return completed Google sheet on data storage device, select tabs for proposals you are bidding on. Device will NOT be returned.	**Vendor Pricing (Google Spreadsheet): (***Mark only the "Product Forms" you are bidding on.)* ☐ 01-B1 Commodity ☐ 01-B2 Commercial Food Products ☐ 01-B3 Dairy ☐ 01-B4 Produce ☐ 01-B5 FFVP Produce ☐ 01-B6 Supplies and Disposables	☐ Received ☐ Received ☐ Received ☐ Received ☐ Received ☐ Received
☐ Attachment C:	Request For Proposal Signature Page	☐ Received
☐ Attachment D:	Proposer Contact Information & References	☐ Received
☐ Attachment E:	Questionnaire	☐ Received
☐ Attachment F:	Non-Collusion Declaration	☐ Received
☐ Attachment G:	Fingerprint Certification	☐ Received
☐ Attachment H:	Certification and Disclosure Statements	☐ Received
☐ Attachment I:	Suspension and Debarment Certification	☐ Received
☐ Attachment J:	Lobbying Certificate	☐ Received
☐ Attachment K:	Disclosure of Lobbying Activities	☐ Received
☐ Attachment L:	Equal Opportunity Employment Certificate	☐ Received
☐ Attachment M:	Vendor's Statement Drug-Free Workplace	☐ Received
☐ Attachment N:	Vendor's Statement Regarding Worker's Compensation	☐ Received
☐ Attachment O:	Clean Air & Water Act Certification	☐ Received
☐ Attachment P:	Prohibition on Poultry Products Imported from the People's Republic of China Vendor Certification	☐ Received
☐ Vendor Narrative:	Rebates, discounts, and credits. (see pg. 12); Provide own document	☐ Received
☐ Vendor Policy:	Safety Program/Recalls (HACCP Plan); Provide own document	☐ Received
X Signature of Authorized Representative		Date Signed

Attachment B

Request For Proposal #2026-2027-01
Vendor Pricing Form

Please double click on the "Vendor Pricing Spreadsheet"

You will need to "Save" this file onto a data storage device (flash drive) to complete this spreadsheet.

You will submit the data storage device as part of your complete proposal package.

Device will NOT be returned.

Choose the tabs at the bottom pertaining to the Bid Proposals you plan to

submit and sign the top of each tab.

26-27 Vendor Pricing Spreadsheet

****

Submit the complete package to:
Merced City School District
2111 Wardrobe Ave., Merced CA 95341
Proposal Reference (PR) Number 2026-2027-01
Distribution of Commodity, Commercial Food Products, Dairy,
Produce, FFVP Produce, Supplies & Disposables
RFP by Friday, April 17, 2026, at 4:30 P.M

****

Attachment C

Request For Proposal #2026-2027-01
Request for Proposal Signature Page

This Request for Proposal (RFP) is for the Distribution of Processed USDA Foods, Commercial Food Products, Dairy, Produce, FFVP Produce, Supplies and Disposables for the Merced City School District. Before bidding, please read ALL sections and thoroughly acquaint yourself with the project. Submit all proposals in a sealed envelope showing the Company Name, RFP Name & Number, Submission Due Date, and Time. Bids **will only be accepted at the Merced City School District's Nutrition Services Office**, at the address listed above by the time and date listed above. Follow the Required Bid Documents Checklist to assist with ensuring a complete bid package.

If further clarification is needed, call Karina Hernandez at Merced City School District 209-385-6609 or email at khernandez@mercedcsd.org.

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor.

Signature of Company Official: _____

Printed Name of Signor above: _____

Title: _____ Date: _____

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Attachment D

Request For Proposal #2026-2027-01
Proposer Contact Information

Proposer Name: _____
Contact Person for Orders: _____
Office Phone: _____
Cell Phone: _____
Fax: _____
Email: _____

Emergency Contact Person for After/Before Hours: _____
Office Phone: _____
Cell Phone: _____
Fax: _____
Email: _____

Contact Person Product Information: _____
Office Phone: _____
Cell Phone: _____
Fax: _____
Email: _____

Proposer Reference List

Reference 1: Company Name: _____
Contact Person: _____
Office Phone: _____
Email: _____

Reference 2: Company Name
Contact Person: _____
Office Phone: _____
Email: _____

Reference 3: Company Name
Contact Person: _____
Office Phone: _____
Email: _____

Attachment E

Request For Proposal #2026-2027-01
Questionnaire

No proposals shall receive consideration by Merced City School District unless they include responses to each and every question below. Prospective bidders should respond in detail to each of the following questions. Additional pages may be used as needed for thorough, yet concise, responses.

(Evaluation criteria: A = Price, B = Quality & Grade of Products, C = Product availability, online ordering, references, company sustainability, D = Service & Delivery

1. Will you be able to meet the specified delivery days, hours, and deliveries per week? (D)

   Check: Yes_____or No_____
   If NO, attach the proposed delivery schedule.

2. Do you require a minimum number of cases, pounds, or value for deliveries? (D)

   Check: Yes____or No_____

   If YES, please state your minimum delivery amounts (dollar amount, case quantity, etc.)

3. What is your procedure for notifying customers of shortages and/or substitutions? (C)

4. What is your procedure for notifying customers of a product recall? (B)

5. Has your firm defaulted or been replaced at the will of a district during the school year within the last 2 years? If so, explain. (C)

6. What is your company's average "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution? (C)

7. What is the lead time you require for orders that ensure a 95% fill rate? (C)

8. Do you have an online order system? Are Product Formulation statements for products available online? Please explain. (C)

9. How will emergency deliveries (deliveries not on a scheduled date) be handled? (D)

10. How late can add-ons be added to next-day delivery? Is there a limit on the number of cases that can be added on? (D)

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

12. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? (D)

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

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

15. Will combination refrigerated/freezer trucks be used to deliver frozen and refrigerated items at the same time? (D) Check: Yes_____or No _____

16. What is the current make-up of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration and freezer units on these delivery vehicles. Please describe your vehicle preventative maintenance program. (D)

Response for Vendors submitting a bid for <u>Distribution of USDA Foods</u>

will need to respond to the additional 4 questions.

1. Is your storage facility approved by the California Department of Education Food Distribution Division to receive, store, handle, and distribute Processed USDA Foods?

Check: Yes_____ or No _____

2. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last 2 years? If so, please explain.

3. Describe your USDA Foods tracking and reporting abilities in detail.

4. What Value Pass-through methods do you utilize for processed USDA Foods?

- ☐ Rebate
- ☐ Fee for Service
- ☐ Modified Fee for Service
- ☐ Net Off Invoice

Be sure to indicate the Value Pass Through Method for each processed USDA Food product on the Proposal Worksheet (Google Spreadsheet).

Attachment F

Request For Proposal #2026-2027-01
Non-Collusion Declaration to be Executed by Bidder and Submitted with Bid
California Public Contract Code 7106

The undersigned declares:

I am _____(insert name of bidder or company) the_____ (insert proper title such as "sole owner," "partner," "president," "secretary").

The party making the foregoing bid/proposal submitted herewith to the Merced City School District declares:

That all statements of fact in such bid/proposal are true;

That such bid/proposal was 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 a 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 false or 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;

That the bidder has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder 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 bidder.

I declare under penalty of perjury of the laws of the State of California that the above information is correct.

Signature	Date

Attachment G

Request For Proposal #2026-2027-01
Fingerprint Certification
Vendor Certification

I,_____, am an authorized representative of/doing business as _____ (Name of Vendor/Consultant), and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all its employees who may have contact with District pupils or unsupervised access to any District campus of the Merced City School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by the Department of Justice as certified by the Contractor shall constitute grounds for termination of this Agreement.

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

Executed this _____day of _____, 2026 in _____County, California.

_____
Name of Authorized Representative:

_____
Title of Authorized Representative

X _____
(Signature)

Attachment H

Request For Proposal #2026-2027-01
Certification and Disclosure Statements

Per California Department of Education School Nutrition Programs Unit (April 1998)

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

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

The applicability of this information begins with the 1998/99 school year and is for SFA's that meet one of the following criteria:

- The SFA's estimated annual federal child nutrition reimbursement will exceed $100,000.
- The SFA's annual contract with a vendor exceeds $100,000.
- The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds $100,0000

Suspension and Debarment Certification

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

Certification Regarding Lobbying

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

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

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

Applicable to Both Certification Statements:

- Federal law prohibits SAFs from circumventing the $100,000 threshold by entering into multiple contracts; each of which do not equal or exceed $100,000, but the aggregate amount of all the contracts will equal or exceed $100,000.
- Vendors must submit completed certifications to SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered non-responsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.

SFAs with Food Service Management or Consulting Contracts

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

Summary

- ***Suspension and Debarment Certification***
    1. The SFA must include this certification in all RFP's that result in an annual contract in excess of $100,000.
    2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds $100,000 annually in federal funds.
    3. The SFA retains certification signed by contractor with executed contract and maintains it on file.
- ***Certification Regarding Lobbying***
    1. SFAs receiving in excess of $100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.
    2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of $100,000 in federal funds. **Retain** the certifications with bid documents.
    3. The Disclosure of Lobbying Activities form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of Certifications Regarding Lobbying)

If you have any questions, please contact Nantida Valadez, School Nutrition Programs Specialist, by phone @ 916-323-7177 or 800-952-5609 or by email at nvaladez@cde.ca.gov.

Attachment I

Request For Proposal #2026-2027-01
Suspension and Debarment Certification

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

Attachment J

Request For Proposal #2026-2027-01
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)

Attachment K

Request For Proposal #2026-2027-01
Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C 1352

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee 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 follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation to Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in 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.

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

Attachment L

Request For Proposal #2026-2027-01
Equal Opportunity Employment

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

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

CERTIFICATE

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

_____
Date:

_____
Name of Representative (Print):

_____
Signature of Representative:

_____
Title of Representative (Print):

Attachment M

Request For Proposal #2026-2027-01
Vendor's Certification Regarding Drug-Free Workplace

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

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

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:

    a. The dangers of drug abuse in the workplace.
    b. The person's or organization's policy of maintaining a drug-free workplace.
    c. The availability of drug counseling, rehabilitation, and employee-assistance programs; and
    d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

Date: _____

By: **X** _____

Attachment N

Request For Proposal #2026-2027-01
Vendor's Certificate Regarding Workers' Compensation
(To be executed by Vendor and Submitted with Proposal)

Labor Code Section 3700 in relevant part provides:

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

A. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State of California.
B. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees?

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-assurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this Contract.

X

Signature of Authorized Representative

Print Name of Authorized Representative

Print Title of Authorized Representative

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

Attachment O

Request For Proposal #2026-2027-01
Clean Air and Water Certification

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

THE VENDOR AGREES AS FOLLOWS:

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500)
C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c- 5(d)). An approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42
U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 1129d) of the Air Act (42 U.S.C. 1857c-7(d)).
D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C 1317).
E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
F. The term "Facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Signature of Authorized Representative: _____

Print Name, Title and Date: _____

Attachment P

Request For Proposal #2026-2027-01
Prohibition on Poultry Products Imported from the People's Republic of China Vendor Certification

Adapted from California Department of Education's PRU-21

To ensure compliance with the Consolidated Appropriations Act of 2021 that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. It is the program operator's responsibility to ensure the country of origin for all nondomestic raw or processed poultry products, whether purchased directly by the program operator or on their behalf. The prohibition was first set forth in the Consolidated Appropriations Act of 2021 (Public Law 116–260) Division A, Section 764, and subsequently renewed, and does not allow for any exceptions.

Implementation of this prohibition should be done by including the provision in all procurement solicitations and contracts for the procurement of poultry. To ensure compliance with the prohibition, program operators should obtain a certification of acknowledgment from their supplier, e.g., manufacturer, processor, or distributor, that acknowledges their agreement to comply with the prohibition stated within the Consolidated Appropriations). A sample of the certification language is attached to this communication and is also located below.

Vendor Certification:

The Consolidated Appropriations Act of 2021 (Public Law 116–260), Division A, Section 764 (signed into law on December 27, 2020), and subsequently renewed annually, first prohibited 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.

We _____ (insert vendor name), certify that _____ (insert product name) does 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.

We further acknowledge that noncompliance with this federal requirement may result in a finding of disallowable cost(s).

_____
Respondent Company Name

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

_____
Signature(s) Date

Federal Nondiscrimination 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, 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-3027External link opens in new window or tab. (PDF), 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:

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;

fax:
202-690-7442; or

email:
Program.Intake@usda.gov