

Request for Proposal #CNS-2627-1

Dairy Products & Services

Child Nutrition Services

Date	Event
March 9, 2026	Released and posted at www.latonunified.org
April 13, 2026	Deadline for submission of written questions to Lead District concerning RFP #CNS-2627-1
April 22, 2026 by 1:00PM	Deadline for all submissions in response to RFP #CNS-2627-1.
April 22, 2026 2:00PM	Bid Opening. No awards will be made at this time.
May 12, 2026	Tri-County Award Meeting – Closed to the public

Deliver to: Laton Unified School District
Nutrition Services Department
6259 E. DeWoody
P.O. Box 248
Laton, CA 93242

Contact: Susan Giles
Director of Food Services
Office: 559-922-4078
sgiles@latonunified.org

**Tri County Co-op Purchasing Group
C/O Laton Unified School District
Nutrition Services Department
6259 E. DeWoody
P.O. Box 248
Laton CA 93242**

**If you downloaded this bid from our website,
e-mail back this sheet to be added to our bidders list.**

Attention: Susan Giles, Director of Child Nutrition Services
E-mail: sgiles@latonunified.org
Re: RFP #CNS-2627-1 – Child Nutrition Services Dairy Products & Services

Tri County Co-op Purchasing Group Bids/Proposals are available on-line. If you download a Bid/Proposal, you are required to e-mail the following information to sgiles@latonunified.org, so that you may be added to the bidders list to receive any potential Addenda to this bid.

Name: _____
Title: _____
Organization: _____
Street Address: _____
City: _____
State/Zip Code: _____
Work Phone: _____
Fax: _____
Email: _____

If you have any question, please email sgiles@latonunified.org

NOTICE TO PROPOSERS

REQUEST FOR PROPOSAL #CNS-2627-1

The Tri County Co-op Purchasing Group, herein referred to as “the Co-op” and/or “District,” which currently includes 20 school districts, will receive sealed Requests for Proposal (RFP) from providers of dairy, 100% juice products, and to provide service for each member District of the Tri County Purchasing Co-ops, Child Nutrition Program, at each member district’s location as provided in the District Fact Sheet (Attachment B).

RFP’s must be received prior to **1:00 P.M., on April 22, 2026**. RFPs must be submitted in a sealed envelope, marked with the RFP number and title, and returned to:

**Laton Unified School District
c/o Child Nutrition Department
6259 E. DeWoody St, PO Box 248
Laton, CA 93242**

RFP’s received later than the designated time and specified date will be returned to the bidder unopened. **Facsimile (FAX) copies of the proposal will not be accepted.**

The Co-op reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Companies interested in proposing should request appropriate documents from Susan Giles, Laton Unified School District, sgiles@latonunified.org, or by calling 559-922-4078. To view or download the RFP online, visit www.latonunified.org and select the accountability tab. The Co-op is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service. All proposals are due in the District Office by the posted or advertised closing date and time. It is the vendor’s responsibility to ensure that their proposal is delivered to the District Office

Thank you for your interest in doing business with the Tri County Co-op Purchasing Group.

Susan Giles
Laton Unified School District
Director of Nutrition Services
Lead District, Tri County Co-op Purchasing Group

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Proposer's Checklist

Proposer's Name _____

Submit this Proposer's Checklist with your RFP document. Failure to submit this Checklist at bid opening may deem your bid as non-responsive.

Required items

- ☐ Proposer's Checklist (this form) page 5
- ☐ Service Level Agreement..... pages 15-18
- ☐ Special Conditions and Instructions.....pages 19-20
- ☐ Vendor Questionnaire..... pages 21-22
- ☐ Distributor's Statement Regarding Insurance.....page 25
- ☐ Non-Collusion Declaration.....page 26
- ☐ Workers' Compensation Certificate..... page 27
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- ☐ Equal Opportunity Employment..... page 37
- ☐ Drug-Free Workplace Certification page 38
- ☐ Alcoholic Beverage and Tobacco-Free
Campus Certification.....page 39
- ☐ Buy American Certification.....page 40
- ☐ Price Sheet (Attachment "A")
- ☐ HACCP Plan (Your document must be included)

GENERAL TERMS AND CONDITIONS

General – This information to Proposers is in addition to any instructions or conditions stated elsewhere in the Contract Document.

RFP's – To receive consideration, RFP's shall be made in accordance with the following instructions:

Deadline for Receipt of RFP's – RFP's will be received prior to **1:00 P.M. on April 22, 2026**, after which time RFPs will be opened and checked for completeness. Envelopes containing an RFP must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date and name of bidder, and submitted to:

**Tri County Co-op Purchasing Group
In care of Laton Unified School District
Attn: Child Nutrition Services
6529 E. DeWoody St.
PO Box 248
Laton CA 93242**

RFPs/Proposals: To receive consideration, Proposals shall be made in accordance with the following terms:

1. **THE RFP** – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. **Unsigned RFPs will not be accepted and will disqualify the bid.**
2. **"FAX" RFPs** – Facsimile copies of RFPs will **not be accepted for formal advertised RFPs and will disqualify the bid.**
3. **DEFINITIONS** – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a RFP which meets all of the specifications set forth in the RFP.
4. **NAME AND NATURE OF BIDDER'S LEGAL ENTITY** – The bidder(s) shall specify in the RFP and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The RFP shall be signed under the correct firm name by an authorized officer.
5. **WITHDRAWAL OF RFP** – RFPs may be withdrawn by the bidders prior to the time fixed for the opening of RFPs, but may not be withdrawn for a period of ninety (90) days after the opening of RFPs. A successful bidder shall not be relieved of the RFP submitted without the Co-op's consent or bidder's recourse to Public Contract Code Sections 5100 et. seq.

6. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the Co-op.
7. **RFP NEGOTIATIONS** – A RFP response to any specific item of this RFP with terms such as “negotiable,” “will negotiate” or of similar intent, will be considered as non-responsive to the specific item.
8. **PRICES** – Prices should be typed and shown as instructed on the RFP form for each item, in the amount or quantity specified in the RFP form. Taxes shall not be included. Errors may be crossed off and corrections made prior to RFP opening only, and must be initialed in ink by the person signing the RFP or bidder’s authorized representative. If, during the contract period, there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District(s) for as long as the lower prices are in effect, but at no time shall the prices charged the District(s) exceed the prices bid. The District(s) shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Tulare County for products listed herein.
9. **TAXES** – Taxes shall not be included in unit prices. The District(s) will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their RFP and invoices. The successful bidder(s) shall list separately any taxes payable by the District(s) and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District(s), upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required.
10. **PERFORMANCE GUARANTEE** – The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the Co-op Lead District’s Chief Business Official. A continuous performance bond in the amount of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Chief Business Official is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable proposal.
11. **BRAND NAME AND NUMBER** – The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the RFP form. Should any item for which bids are requested be patented, or otherwise protected or designated by the particular name of the maker and the bidder desires to bid on an item of equal

character and quality, he or she may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Director of Child Nutrition Services to be equal in all respects to that specified. If samples are requested by the Director of Child Nutrition Services for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the RFP opening.

12. **SAMPLES** – Samples shall be furnished free of cost to the District after the RFP opening. If requested, they are to be sent within seven (7) days to Child Nutrition Services, 1327 E El Monte Way, Dinuba, CA 93618, unless otherwise specified. The District reserves the right to reject the RFP response of any bidder failing to submit samples as requested. Samples must be plainly marked with name of bidder, RFP number and date of the RFP opening. Samples of the successful bidder(s) may be retained for comparison with deliveries. Bidder(s) may pick up samples (if not destroyed by test) on notice from the Director of Child Nutrition Services. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Bidder(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.
13. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** – The successful bidder(s) shall furnish and deliver the quantities designated in the RFP or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the RFP specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Director of Child Nutrition Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the RFP specifications, the cost of such test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.
14. **DISTRICT REQUIREMENTS** – The quantity shown is the estimate of consumption for the contract period. The needs of each of the Districts may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the RFP and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District(s) shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District(s) reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

15. **ACCEPTANCE OR REJECTION OF RFPs** – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same RFP response. RFP responses shall remain open and valid and subject to acceptance for ninety (90) calendar days after the RFP opening.
16. **RFP EXCEPTIONS** – All exceptions which are taken in response to this RFP must be stated clearly. The taking of RFP exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the RFP. Allowance of exceptions will be determined by the Co-op membership whose decisions shall be final. Any RFP exceptions or additional conditions requested after the RFP closure, which are not detailed within the RFP response, may result in disqualification of the RFP response. No oral or telegraphic modification of any RFP submitted will be considered.
17. **AWARDS** – The Co-op membership reserves the right of determination that items bid meet or do not meet RFP specifications. Contract will be awarded to the most responsive and responsible Proposer based on criteria described in this RFP. Further, the Co-op membership reserves the right to accept or reject any or all RFPs and to waive any informality in the bidding. This will be an all or nothing award, meaning all items bid will be awarded to one responsive and responsible vendor.
18. **EXECUTION OF CONTRACT** – Issuance of a Purchase Order shall be evidence of the contractual agreement between the bidder(s) and the District and the bidder's acceptance of these RFP Instructions and Conditions.
19. **DELIVERY** – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District's information sheets as may be specified in the RFP form. Each item shall be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by a packing slip.
20. **SAFETY DATA SHEETS** – For all products requiring a Safety Data Sheet – The District(s) require that a Safety Data Sheet accompany all orders at the time of delivery.
21. **DEFAULT BY CONTRACTOR** – The District(s) shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the RFP, the District(s) may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in

whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District(s) at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District(s) from the bidder, or deducted from any funds due the bidder.

22. **INSURANCE** – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the contract. **The bidder must complete the Workers' Compensation Certificate, attached hereto, with their RFP response.** Also, the bidder may be required to file proof of such insurance, naming each school district within the Tri County Co-op Purchasing Group as an additional insured and requiring the bidder's insurance to be primary by separate endorsement as follows: The bidder is required to provide proof of insurance to the Co-op membership of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident; \$2,000,000 aggregate. Property Damage shall be \$1,000,000 per loss. The bidder shall also maintain automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired and non-owned vehicles. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).
23. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the: accounts payable office for each school district within the Tri County Co-op membership at the address as provided in the district information sheet. Invoices shall be submitted under the school district name as shown on the school district information sheet. The successful bidder(s) shall list separately any taxes PAYABLE BY THE District(s) and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District(s) shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District(s) Representative.
24. **APPLICABLE "BUY AMERICAN" PROVISIONS** – Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, Distributors offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased.

25. **LOCALLY GROWN AND PRODUCED PRODUCTS** – The District(s) prefers locally-grown products whenever possible and has a goal of procuring, at minimum, 40% locally grown and produced. The District’s definition of local includes two tiers: 1) Grown and produced within a 250-mile radius from Fresno, CA. 2) Grown and produced within the state of California. If California or U.S. grown product is not available in sufficient quantities to provide affordability, then only products inspected and approved by USDA are acceptable, and must be approved by the Director of Child Nutrition Services.
26. **BID PROTEST** – Any bid protest must be in writing and received by the District Office before 5:00 P.M. no later than three (3) working days following bid opening and shall comply with the following requirements:
- a. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation.
 - b. The party filing the protest must have actually submitted a bid in response to this RFP.
A Subcontractor of a bidder submitting a bid for the Project may not submit a bid protest. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
 - c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.
 - d. The protest must include the name, address and telephone number of the person representing the protesting bidder.
 - e. The bidder filing the protest must concurrently transmit a copy of the bid protest and all supporting documentation to all other bidders with a direct financial interest which may be affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District before 5 p.m. no later than two (2) working days after the deadline for submission of the bid protest or receipt of the bid protest, whichever is sooner, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - g. The procedure and time limits set forth in this section are mandatory and are the bidder’s sole and exclusive remedy in the event of bid protest. The bidder’s failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.
 - h. If the District determines that a protest is frivolous, the protesting bidder may be determined to be non-responsive and that bidder may be determined to be ineligible for future contract awards by the District.
 - i. A “working day” for purposes of this section means a weekday during which the District’s office is open and conducting business, regardless of whether or not school is in session.

27. MISCELLANEOUS PROVISIONS:

- A. **Assignment of Contracts** – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the District.
- B. **Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.
- C. **Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- D. **Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
- E. **Entire Agreement** – This RFP and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the RFP Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- F. **Force Majeure Clause** – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
- G. **Hold Harmless Clause** – The successful bidder agrees to indemnify, defend and save harmless the Tri County Co-op Purchasing Group district membership, their governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or inure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.
- H. **Prevailing Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all

equipment to be supplied or services to be performed under the RFP proposal shall conform to all applicable requirements of local, state and federal law. The successful bidder agrees to comply with all applicable state, federal, and local laws and regulations. Any clause that is required by law to be included in this RFP or the agreement between the Tri County Purchasing group and/or its district members and the successful bidder shall be deemed inserted herein.

- I. **Governing Law and Venue** – In the event of litigation, the RFP documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Tulare, Kings and Fresno Counties.
- J. **Permits and Licenses** – The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.
- K. **Toll Charges** – If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder shall accept charges for such calls on a reverse charge basis.
- L. **Contract Documents** – The complete contract includes the following documents: The advertisement for RFPs, the RFP instructions and conditions, specifications and drawings, if any, the successful RFP response and its acceptance by the Tri County Co-op Purchasing Group Members District(s), the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
- M. **Independent Contractor** – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the RFP Form that he/she is an independent contractor and not an officer, employee or agent of the Tri County Co-op Purchasing Group Members District.
- N. **Anti-discrimination** – The Tri County Co-op Purchasing Group members District hereby notifies all respondents that they will affirmatively ensure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit its response to this RFP and no respondent will be discriminated against on the grounds of actual or perceived gender, gender identity or expression, race, color, sex, age, ancestry, religion, marital or parental status, national origin, ethnic group identification, medical condition or physical or mental disability or genetic information, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics on consideration for the award. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair

Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.

- O. **Termination Without Cause** – The Agreement with the successful bidder may be terminated by the Tri County Co-op Purchasing Group upon giving thirty (30) days advance written notice of an intention to terminate.
- P. **Product Shortages** – If the successful bidder is unable to supply any product listed herein, the Tri County Co-op Purchasing Group members may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.
- Q. **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. 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 45125.1.
- R. Effective January 1, 2024 the Coop will only purchase agricultural food products grown, packed, or processed domestically unless any of the following applies: (1) The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product. (2) The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non-domestically. (3) The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the public institution. An “Agricultural food product” means a fresh or processed product, including fruits, nuts, vegetables, herbs, mushrooms, dairy, shell eggs, honey, grains, livestock meats, poultry meats, and fish, including shellfish.

Service Level Agreement

Dairy Products & Services

Agreement: Below are the details of the service expectations from the successful bidder upon receiving the award for this RFP. Successful bidder must understand and agree to the following levels of service if they are to enter into an agreement with the Tri County Co-op Purchasing Group. It is very important that the Bidder understands that the Tri County Co-op Purchasing Group's Dairy Products & Services RFP not only includes the purchase of products, but includes service/delivery expectations that must be agreed to prior to entering into this agreement.

This is a one (1) year RFP with the possibility of two (2), one (1) year extensions. This RFP will be from July 1, 2026, through June 30, 2027.

1. Failure to meet these specifications shall entitle the Tri County Co-op Purchasing Group to cancel the contract with 30 days' notice.
2. All milk and milk products specified will be purchased from the successful bidder selected. The District reserves the right to add or remove product as necessary due to school demand.
3. Tri-County Purchasing Co-op is requesting delivery of half-pints' strawberry milk at minimum two-times annually for one week. October and February are the preferred months.
4. Seal of container shall not make it unduly difficult to open carton by small children nor produce noticeable leakage. Should a leakage occur, vendor will replace entire crate of milk upon being notified.
5. All milk products shall be Grade "A" pasteurized quality standards, gluten free, with no added hormones (rBST or rbGH), no High Fructose Corn Syrup, and contain no artificial colors or flavors. Nutritional analysis and ingredient list to be submitted with proposal.
6. **HACCP PLAN or FOOD SECURITY AND SAFETY PROGRAM** – Distributor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. **A copy of the vendor's Hazard Analysis Critical Control Point (HACCP) system OR Food Safety & Security Program must be submitted with its proposal.**

Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the Counties of Fresno, Tulare and Kings or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

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

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

7. In the event deliveries are not made, which results in loss of reimbursement funds from the USDA and State of California for the District's meal programs, the District will deduct the total lost reimbursement from the Supplier's current invoices.
8. Advanced approval by Director of Child Nutrition Services must be obtained prior to substitutions being made. Items substituted must be priced the same as the item the District would normally receive.
9. Quarterly, the successful bidder shall submit a complete listing with usages of all product purchased by the District.
10. All invoices and statements shall be sent to: each school districts accounts payable office as provided in the District Information sheet. Attention: Child Nutrition Services.
11. The District reserves the right to add or delete product; increase or decrease amounts; add or delete site locations.

ORDERING

Dairy products shall be delivered in quantities ordered by the individual school sites for the first three weeks of the contract period; thereafter, a standard par level order will be established for future deliveries, agreed upon by the District and Distributor. Orders will be subject to adjustment, and order sheets may be utilized to make periodic adjustments to those standard par level orders.

DELIVERY

1. All milk shall be fresh and in **clean containers** at the time of delivery. Milk shall be delivered a minimum of 12 working days prior to the code date indicated on the carton. Bad tasting or sour smelling milk shall be replaced immediately upon notification.
2. Milk shall be delivered unwrapped with no plastic.
3. Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures. All perishable products must be delivered by refrigerated trucks whereby the temperature of all products is continuously held and received by the district between 35° and 38° Fahrenheit.
4. Half-pint milk crates should not exceed a gross weight of 32 pounds.
5. Milk will be stored in the school's milk coolers or other designated refrigeration unit by the delivery person. At the time of each delivery, older milk should be rotated to the top of the milk delivered that day.
6. Delivery shall not be made so close to service time as to create concern by the school site and necessitate emergency deliveries by Child Nutrition Services.
7. Deliveries will be accepted during the delivery times as indicated on the District Information sheet. (There are a few sites where no Child Nutrition Services employee will be onsite during delivery. These sites will be identified, and an invoice ticket must be left for employee to verify delivery and report complete or any discrepancies to be credited upon arrival to the site.)
8. All unsold milk will be picked up **each afternoon preceding a vacation**, and credit given for same. Neither credited nor spoiled milk can be disposed of in district trash cans. Vacations include but are not limited to Thanksgiving Break, Fall Break, Winter Break, Spring Break and Summer Break. School schedule will be provided at time of the RFP award.
9. Most sites will require two (2) day per week deliveries, while others schools may only need one (1) day per week deliveries. There will be no more than three (3) deliveries per week required (at this time there are 10 school sites requiring delivery three days per week).

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10. A duplicate of the signed invoice ticket shall be left at each location at the time of the delivery. An itemized monthly statement showing each delivery location must be sent to District's Child Nutrition Services Department. Quantities, item descriptions, unit prices and extended amounts must be shown on each invoice; this shall apply to all credits. The person receiving shall sign invoices and credits.

By signing below, you agree to provide the above level service to Tri County Co-op Purchasing Group membership.

Company Name (Print or Type)

Authorized Company Representative Signature

Date

Print Name

Special Conditions and Instructions

Proposer's Name:

Tri County Co-op Purchasing Group members (District) is requesting RFPs for Dairy Products & Services. The Co-op is comprised of 15 school districts and sites with an average daily attendance of 20,000+ students. **This is a one (1) year RFP with the possibility of two (2), one (1) year extensions.**

This will be an all or nothing award. Bidder must bid on all items to be considered responsive.

1. Bid on site-to-site deliveries. See District Fact Sheet (Attachment B).
2. Bid pricing is to be extended to no more than four (4) decimal points.
3. No delivery during school holidays and vacations and no delivery on Saturday or Sunday. (Upon award, Child Nutrition Services to provide vendor with school vacation and holiday schedules)
4. All deliveries are to be to the designated storage area at each school location (list attached). See District Fact Sheet (Attachment B).
5. Separate billing for all special school orders (classroom parties, ice cream, punch).
6. Credits for sub-standard products. (Exception – no credit to department for damaged or out-of-code products due to fault of customer, i.e., customers' refrigeration failure)
7. Delivery schedule to be pre-scheduled to coincide with school needs and existing route flow for bidder's best reduction of expenses, mileage and time.
8. Milk and milk products must be produced and processed in California and must be Grade A conforming with the Californian Agriculture Code, rBST free, no Antibiotic residue, and meet USDA federal meal program nutrient standards.
9. Do you offer prompt payment incentives? YES _____ NO _____
If yes, provide description of incentives

10. Federal Regulation 210.10a(n)(8) allows specified access to contractors' records if the contract total amounts are greater than \$10,000. Does your company agree to this? YES _____ NO _____
11. Upon request, will you supply USDA Certificates of quality and conditions? YES _____ NO _____
12. The District reserves the right to add or remove other milk or dairy products as maybe need throughout the term of this contract. The District may add or remove sites as necessary.
13. Escalator Cause – Prices are subject to increase and decrease as follows:
- For any change in the Class 1, 2, 3, or 4 raw product costs, as established by the State of California, Department of Food and Agriculture, Bureau of Milk Stabilization, the corresponding cost change plus any labor costs will be passed through the affected C 1, 2, 3, or 4 products.**
- Verification of cost will be furnished to the District upon request. If any of the above cost changes take place other than the first day of the calendar month, the price adjustments will be delayed until the first day of the following month.
- The price offered shall not exceed those offered to other school districts in Tulare, Fresno and Kings counties.
14. Seller must meet all local, State and Federal standards for market milk.
15. Monthly Menu Advertising: Bidder should provide promotions and activities and be able to verify them to the District through picture and/or literature upon request.

Company Name (Print or Type): _____

Authorized Company Representative Signature: _____

Date: _____

VENDOR QUESTIONNAIRE

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

1. Will you be able to meet the specified delivery timeframe? ☐ Yes ☐ No
2. Will you be able to provide delivery at minimum twice a week and maximum of three times per week? ☐ Yes ☐ No
Please indicate delivery days.
3. 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 units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
4. Please describe how you will communicate ongoing product market updates and information regarding product availability to identify best priced products.
5. What is the lead time you require for orders?
6. 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?
7. What is your procedure for notifying customers of shortages and/or substitutes?
8. Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone? Knowing that point/s of contact can change, please list who at this time that contact will be.

9. Can all aspects of the Service Level Agreement as described in this RFP be met (pages 14-16)?
10. What percentage of products sourced within 250 miles of Fresno, CA are you able to provide? Please mark one: ☐ 40% or more ☐ 20-39% ☐ 1-19% ☐ 0%. Describe your procedure for communicating an item's point of origin to school district personnel.
11. Can you currently produce reports to show the percent of local (within 250 miles of Fresno, CA) products provided? ☐ Yes ☐ No If so, please describe current reporting/tracking mechanisms below.
If not, are you willing to develop reporting/tracking mechanisms? ☐ Yes ☐ No
12. How many years has your company been in the dairy/distribution business?
13. Which school districts with student populations greater than 1,000 does your company currently serve in Tulare, Fresno and Kings counties?
14. Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 24 months? If so, explain.

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

Signature of Distributor's
Authorized Representative: _____ Date: _____

Print Name & Title of
Authorized Representative: _____

Phone: _____ Email: _____

EVALUATION CRITERIA

Proposals that turn in a completed response will be evaluated against the evaluation criteria shown below. “What Proposers Should Submit” indicates what the District is asking proposers to provide with respect to each evaluation criterion. “What We’re Looking for” explains the basis for judging the proposal submittal for the particular evaluation criterion and the points awarded for meeting the criteria. Evaluators may allocate up to the maximum number of points indicated for each criterion for an aggregate maximum total of up to 55 points for firms proposing. Proposers must reach a minimum of 42 points before being eligible to move to the evaluation of cost.

<i>Evaluation Criteria</i>	<i>What We’re Looking for & Points Awarded for meeting criteria</i>	<i>What Proposers Should Submit</i>	<i>Max. Points</i>
Service & Satisfaction / Previous Performance	20 Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: • Prompt responses and satisfactory resolution to requests for information and complaints & issues • Courtesy and responsiveness to all district personnel at all times • Ready access to decision-making executives and assigned point of contact. • Ongoing market updates and communication regarding product availability to identify best priced products. 0 Points: References and/or vendor questionnaire that demonstrate poor performance or inability to meet criteria described above.	• Reference forms • Responses to Vendor Questionnaire – Q#4, #5, #6, #7, #8, #12, #13, & #14	20
Delivery	15 Points: Ability to deliver within the District’s designated time/days & positive references of timely & accurate delivery. 10 Points: Ability to deliver within District’s designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District’s designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	• Responses to Vendor Questionnaire – Q#1, #2, #3, #6, #7 • Reference inquiries	15
Safety Record & Controls	10 Points: Proposing firm can provide evidence, in the form of a written Food Safety & Security Program <u>OR</u> HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: • Proposer’s staff are properly and regularly trained in current safety procedures, • The proposer’s facilities are regularly inspected by accredited agencies and proposer’s facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise.	• HACCP Plan or Food Security and Safety Program • Reference inquiries • Responses to Vendor Questionnaire – Q#3, #9	10

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	•If needed, the proposer’s record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. •Proposing firm can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.		
Ability to provide products sourced within 250 miles	10 Points: Ability to provide 40% or more products sourced within 250 miles. 7 Points: Ability to provide 20-39% of products sourced within 250 miles. 3 Points: Ability to provide 1-19% of products sourced within 250 miles. 0 Points: Unable to source any products within 250 miles.	• Responses to Vendor Questionnaire – Q#11	10
TOTAL POINTS:			55

Cost: A Proposer scoring sufficient points ([42 points](#)) on the evaluation criteria will move forward to evaluation of cost. 45 points are the maximum score for the cost criteria.

Cost will account for [100% of the points in the second round evaluation](#). Proposers should complete the Price Sheet 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.

DISTRIBUTOR'S STATEMENT REGARDING INSURANCE COVERAGE
To Be Submitted with Proposal

DISTRIBUTOR HEREBY CERTIFIES that the DISTRIBUTOR has reviewed and understands the insurance coverage requirements specified in the Request for Proposal No. CNS-1000 for Dairy Products & Services. Should the DISTRIBUTOR be awarded the contract for the work, DISTRIBUTOR further certifies that the DISTRIBUTOR can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Tri County Co-op Purchasing Group members as Additional Insured for the work specified.

Name of DISTRIBUTOR (Person, Firm, or Corporation)

Signature of DISTRIBUTOR's Authorized Representative

Print Name & Title of Authorized Representative

Date of Signing

NON-COLLUSION DECLARATION
To Be Submitted with Proposal

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

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

Name of DISTRIBUTOR (Person, Firm, or Corporation)

Signature of DISTRIBUTOR's Authorized Representative

Print Name & Title of Authorized Representative

Date of Signing

WORKERS' COMPENSATION CERTIFICATE

Labor Code §3700 in relevant part provides:

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

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

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

Name of DISTRIBUTOR (Person, Firm, or Corporation)

Signature of DISTRIBUTOR's Authorized Representative

Print Name & Title of Authorized Representative

Date of Signing

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

SCHOOL DISTRICT REFERENCES:

List a minimum of **three (3)** references from Tulare, Fresno and Kings counties for contracts you have completed in the last three years that are of similar scope and complexity.

#1

District Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

Telephone Number: _____

#2

District Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

Telephone Number: _____

#3

District Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

Telephone Number: _____

REQUEST FOR PROPOSAL SIGNATURE PAGE

In compliance with the request for proposals, the undersigned, acting for the firm named, hereby proposes and agrees, if this proposal or part of this proposal is accepted, to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

I certify that I have read the attached RFP #CNS-1000 for Dairy Products & Services and accompanying instructions and that I am authorized to commit the firm to the proposal submitted.

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this proposal are true and correct. The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signature of Authorized Company Representative

Date

Type or Print Name & Title of Authorized Company Representative

Name of Company

Address

City and State

Area Code

Telephone Number

Fax Number

E-mail Address

Company Website

Federal Tax ID Number

D&B D-U-N-S® Number

California Department of Education
PRU 11

Nutrition Services Division
December 2019

Debarment, Suspension, and Other Responsibility Matters

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

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

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

Participant or Respondent Company Name

Award Number, Contract Number, or Project Name

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

Signature(s)

Date

Certification Regarding Lobbying

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

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

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print) _____

TITLE: _____

(Signature)

(Date)

Disclosure of Lobbying Activities

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year _____ quarter ____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Sub awardee Tier _____, if Known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is sub awardee, Enter Name and Address of Prime: 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 <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Tri County Co-op Purchasing Group
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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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

IRAN CONTRACTING ACT
CERTIFICATION OF ELIGIBILITY TO PROPOSAL FOR CONTRACTS OF \$ 1 MILLION OR MORE
(Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a proposal or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the proposal is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

Clean Air and Water Certification

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

Name of Vendor Company

THE VENDOR AGREES AS FOLLOWS:

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Authorized Representative

Title

Date

FINGERPRINT CLEARANCE CERTIFICATION

Bidder hereby certifies to the District's governing board, under perjury of law, that it has completed the background check requirements of California Education Code Section 45125.1 and that none of its employees that may come in contact with District students have been convicted of a violent felony listed in California Penal Code Section 667.5(c) or a serious felony listed in California Penal Code Section 1192.7(c).

Bidder _____
(Type or Print Complete Legal Name of Company)

By _____ (Signature) _____ (Date)

Name _____
(Type or Print)

Title _____

EQUAL OPPORTUNITY EMPLOYMENT

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

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

CERTIFICATE

I/We hereby certify that the _____

_____(Company)

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

DATE: _____

CONTRACTOR

By: _____

**CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE**

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

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

- 1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- 2) Establishing a drug-free awareness program to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace;
 - b) The person's or organization's policy of maintaining a drug-free workplace;
 - c) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations;
- 3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

DATE: _____

CONTRACTOR

By: _____
Signature

**CONTRACTOR'S CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall be aware of signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall be aware that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

CONTRACTOR

By: _____
Signature

BUY AMERICA CERTIFICATION
Specification: Procurement of Manufactured Goods
(Excludes Rolling Stock)

This procurement is subject to the Federal Transit Administration (FTA) Buy America Requirements in 49 Code of Federal Regulations (CFR) Part 661, including §661.5(d).

This Buy America Certification shall be completed and submitted with the proposal. The VENDOR shall include a domestic content worksheet as part of their proposal. A proposal which does not include both the certificate and the worksheet shall not be considered for award.

Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel, cement, and manufactured products used in the contract are produced in the United States.

A waiver from the Buy America Provision may be sought by NCTCOG if grounds for the waiver exist.

The VENDOR hereby certifies that it shall comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR Part 661.

NAME OF AUTHORIZED PERSON: _____

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

RFP TITLE: _____

-OR-

The VENDOR hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception to the requirements pursuant to 49 U.S.C. 5323(j)(2) and Regulations at 49 CFR 661.7.

NAME OF AUTHORIZED PERSON: _____

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

RFP TITLE: _____

U.S. Department of Agriculture Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider.

12/09/2022