

Notice of Request for Proposals (RFP)
Frozen, refrigerated, dry, and fresh food, liquid milk, and supplies

RFP Number CN-2026
Due Date: April 24, 2026
Time: 1:00 P.M.

Notice is hereby given that the Northern California School Nutrition Purchasing Cooperative (“[NorCal SN Co-op](#)”, “Co-op”) in the State of California is requesting proposals from qualified vendors for delivery of food and supplies for the 2026-27 school year. Members include eleven Public School Districts, namely: Bellevue Union SD, Calistoga Joint Unified SD, Healdsburg USD, Novato USD, Old Adobe Union SD, Petaluma City Schools, San Rafael City Schools, Sonoma Valley USD, St. Helena USD, Tamalpais Union HSD, Windsor USD. RFPs will be awarded based on price and scoring criteria from responsive and responsible vendors. Evaluation criteria are; Pricing, Delivery Characteristics, Buy American (and related) Reporting, Local Geographical Content, Ordering Process, Substitution Protocol, Accounts Receivable, Commitment to Sustainability, UPF Elimination, Service Reliability, and Piggybacking. The NorCal SN Co-op shall be the sole judge in determining the quality and appropriateness of the products, supplies, or services proposed. Its decision shall be final.

Proposals shall be received, up to and not later than the date and time stated above, electronically, or at the Business Office, Tamalpais Union High School District, 395 Doherty Drive, Larkspur, CA 94939. All proposals received on or before this date will be accepted. All vendors will be responsible for obtaining any addendums or revisions to the project. All questions or comments regarding the Proposal shall be made in writing and received by Ben Guyton, Lead NorCal SN Co-op District, Director of Student Nutrition Services, Tamalpais Union High School District by email at bguyton@tamdistrict.org no later than 1:00 P.M Wednesday, April 8, 2026.

To obtain an RFP package, please go to the Tam District web-page at <https://tinyurl.com/mpxxe5kd>. Each proposal must conform and be responsive to this invitation and all other documents comprising the pertinent contract. Acceptable proposals must be delivered via email to bguyton@tamdistrict.org, subject line: “Response to RFP CN-2026”.

The Lead District, Tamalpais Union High School District, reserves the right to accept or reject any or all proposals in whole or in part, or to waive any irregularity in any proposal received. All proposals shall be valid for sixty (60) days after the Proposal opening date.

Ben Guyton
Tamalpais Union High School District, Director of Student Nutrition Services
District Web Page <https://www.tamdistrict.org/>
RFP posted at <https://tinyurl.com/mpxxe5kd>

Published Online: **March 4, 2026 through March 30, 2026**
Tamalpais Union High School District

Northern California School Nutrition Purchasing Cooperative (NorCal SN Co-op)

Request for Proposal No. CN-2026

Frozen, refrigerated, dry, and fresh food, liquid milk, and supplies

NorCal SN Co-op Member Districts

- Bellevue Union SD
- Calistoga Joint Unified SD
- Healdsburg USD
- Novato USD
- Old Adobe Union SD
- Petaluma City Schools
- San Rafael City Schools
- Sonoma Valley USD
- St. Helena USD
- Tamalpais Union HSD
- Windsor USD

Lead District

Ben Guyton, Director of Student Nutrition Services
Tamalpais Union High School District
395 Doherty Drive, Larkspur, CA 94939
bguyton@tamdistrict.org, 415-945-1035
www.tamdistrict.org

RFP Schedule of Events

March 30, 2026	Release and advertisement of RFP CN-2026
April 6, 2026	1:00 pm Pre-Bid Conference (Public Q&A) Link to join: https://tinyurl.com/yxzjp2jw
April 8, 2026	Deadline for submission of written questions to the Lead District concerning RFP CN-2026
April 24, 2026	Deadline for all proposal submissions for RFP CN-2026
April 27, 2026	Opening of proposals (not public)
April 27-May 6, 2026	Evaluation of proposals, including preview of vendor systems
May 13, 2026	Estimated date of RFP award notification
July 1, 2026	Contract start date

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INTRODUCTION/PURPOSE OF SOLICITATION

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with multiple producers/distributors (“Vendors”) that will provide members of the NorCal SN Co-op (hereafter referred to as “Member District(s)”) with delivery of food and supplies, including liquid milk, available on the open market for Child Nutrition Programs. Vendors will provide delivery and services to Member Districts as described in the Scope of Work during the 2026-27 school year (July 1, 2026 through June 30, 2027).

Member Districts’ food service goals are to provide nutritious, high-quality meals to students and participants in the School Breakfast Program, National School Lunch Program, Child and Adult Care Food Program, Fresh Fruit and Vegetable Program, and Summer Food Service Program, to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program (Title 7, Code of Federal Regulations program [7 CFR, sections 210.10 and 220.8, if applicable].

General food service goals are to:

- Provide an appealing and nutritionally sound program for students as economically as possible
- Stimulate both student and adult participation in the program through improved relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn
- Increase participation at all levels of the food service program by improving meal quality, seeking student and parent input, offering menu variations, and improving planning
- Maintain reasonable prices for students and adults participating in the food service program
- Maintain student and staff morale at a high level

All procurement transactions are to be conducted in a manner that provides maximum open and free competition consistent with Title 2, Code of Federal Regulations (2 CFR), Section 200.319(a)(1-7).

NorCal SN Co-op must share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive bidding standards established in all applicable California state and federal statutes and regulations.

Outlined below are competitive bidding basic standards:

- The purpose of soliciting competitive proposals is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.
- NorCal SN Co-op released this RFP to benefit the Co-op and not the Respondents.
- Fulfillment of RFP specifications is based on full and fair competition and acceptance by NorCal SN Co-op of the most responsive and responsible Respondent to the Co-op’s requirements, as determined by Member Districts when evaluating proposals based on the criteria contained in the RFP.
- The RFP must provide a basis for full and fair competition among Respondents to a common standard, free of restrictions that tend to stifle competition.

The above four points are for illustrative purposes only, and do not include all California state and federal requirements to achieve competitive bidding.

To respond to this RFP, interested producers/distributors must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. NorCal SN Co-op will measure this evidence by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

To be competitive in this solicitation, the Respondent must:

- Carefully read the entire RFP, attachments, exhibits, addenda, and Member District responses to questions before submitting a proposal
- Ask appropriate questions or request clarification before the deadline in the RFP
- Submit all required responses by the required deadlines
- Follow all instructions and requirements of the RFP thoroughly and appropriately

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, the Respondent shall immediately notify the Lead District of the error in writing and request clarification or a modification of the RFP. If the Respondent fails to notify the Lead District of the error prior to the date for submission of proposals, and is awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

NorCal SN Co-op will make every effort to adhere to the schedule of events, listed elsewhere in this document. However, the Co-op reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at <https://tinyurl.com/mpxxe5kd>.

GENERAL INSTRUCTIONS FOR RESPONDENTS

1. Submission of Proposals

Original signatures are required on all submissions. The Vendor representative authorized to sign the agreement and bind the company to all contractual obligations must sign in **blue ink**. Proposal and Purchase Agreement must be signed to be considered acceptable. Proposals must be received by the designated due date. Late Proposals cannot be accepted and will be rejected unopened. Vendors shall include as much data as possible for line items that they include in their proposal (Manufacturer/Brand, Manufacturer Item Number, Vendor Item Number, Pack Quantity, Pack Size, Unit of Measure (UOM), UOM Conversion, UOM Price, Buy American Status, Item Notes (e.g. variances), Required Lead Time, and when applicable M/MA ounce equivalents and Grain ounce equivalents). Submitted member usage volumes reflect members' best estimates of usage and shall not be considered obligatory. All documents requested on the Purchase Agreement must be submitted. Proposals must be submitted in accordance with the Proposal Requirements section below.

Proposals shall be submitted in a digital format (e.g. email, CD, DVD, flash drive, et cetera). Electronic copies may be emailed to Ben Guyton, Lead NorCal SN Co-op District, Director of Student Nutrition Services, Tamalpais Union High School District at bguyton@tamdistrict.org.

NorCal SN Co-op requests Vendors that do not intend to submit a proposal to notify the Co-op in writing.

2. Errors and Corrections

Vendors are responsible to check carefully all conditions and specifications. The Lead District and/or NorCal SN Co-op will not be responsible for any errors or omissions on the part of the Vendor.

No erasures, interlineations, or alterations permitted. Verify your Proposal before submission as they cannot be withdrawn or corrected after being opened.

3. Questions/Discrepancies/Addenda

Questions about the RFP, the meaning of any passage within, or concerning specifications or requirements shall be addressed to the Lead District in writing, email preferred. All questions must be received by April 8, 2026. Questions will be answered along with any clarifications, interpretations, changes, additions or deletions only by addendum duly issued, and a copy of such addendum will be posted at <https://tinyurl.com/mpxxe5kd>. This will be the sole process for asking and answering questions regarding this RFP. NorCal SN Co-op and Member Districts will not be responsible for any other interpretations or changes. The Co-op may modify the RFP prior to the date given for submission of proposals by posting an addendum at <https://tinyurl.com/mpxxe5kd>. All Vendors will be responsible for obtaining any answers, addenda, or amendments to the RFP from <https://tinyurl.com/mpxxe5kd>.

4. Failure to comply with Instructions

Failure to comply with any of the instructions stated in the RFP documents may result in rejection of the Proposal.

5. The submission of a Proposal will indicate that the Vendor fully understands the requirements outlined in the contract and can supply the items specified.

PROPOSAL REQUIREMENTS

To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification. Vendors must complete, label, and separate each section, and number all pages. The content and sequence of the proposal will be as follows:

A) Cover Letter

Only the individual(s) authorized to bind the Vendor contractually may sign the cover letter, which shall be a part of the proposal package. If the cover letter is unsigned, NorCal SN Co-op will reject the proposal. The Co-op may reject the proposal if the Vendor fails to include the following required information:

- Name and address of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Vendor's Federal Employee Identification Number and Corporate Identification Number, if applicable
- Name, title, phone number, and email address of the representative who will be designated as the primary liaison to the Co-op
- Name, title, phone number, and email address of the representative(s) authorized to bind the Vendor in a contract if different from the primary liaison
- A statement expressing the Vendor's willingness to perform the services described in this RFP
- A statement expressing the Vendor's ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP
- A statement regarding the Vendor's proprietary information; if applicable, the Vendor must clearly mark in the upper right-hand corner those pages to be considered proprietary (Note: The Vendor cannot consider the entire proposal to be proprietary)
- The following certification:
By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

B) Table of Contents

Immediately following the cover letter, include a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials.

C) Proposal Submission Checklist

The Vendor shall include a checklist containing all documents identified in the Proposal Submission Checklist (as listed on Attachment 1). The Vendor shall follow the checklist with all completed attachments, in order. The Co-op may reject proposals that do not include the proper required attachments.

D) Written Proposal

Vendors may submit the written component of their proposal in the format of their choosing, including responses to the Vendor Questionnaire. Proposals may include text, images, and charts. Proposal section titles should conform to RFP nomenclature where applicable.

E) Attachments

All attachments listed on the Proposal Submission Checklist, including those provided by the vendor, shall be in the order listed on the checklist.

Any sample document attachments submitted by the vendor in support of their questionnaire or reference list responses shall follow the corresponding item. Additional vendor-supplied attachments may be included at the end of the proposal packet.

NORTHERN CALIFORNIA SCHOOL NUTRITION PURCHASING COOPERATIVE
Request for Proposal
Scope of Work & General Conditions

Northern California School Nutrition Purchasing Cooperative, (hereinafter referred to as “NorCal SN Co-op”) in accordance with the following specifications, provisions and all other documents comprising this RFP, furnished by the NorCal SN Co-op, requires materials/equipment and/or services, to be delivered on a formal purchase order issued by each NorCal SN Co-op Member Districts after an award of the Proposal to the successful Vendors.

The period of the award will be for one year starting on **July 1, 2026 through June 30, 2027**, with an option to renew contract pricing for one calendar year at the end of each school year through June 30, 2031. On renewal, the NorCal SN Co-op may add or remove items from the Itemized Bid List and thereafter will consider price increases that do not exceed the current year’s San Francisco Area Consumer Price List, with a maximum of 5% per contract year. Price updates must be submitted in Excel or Google sheet format, listed by original bid number and submitted prior to the due date listed on the invitation to renew bid. The NorCal SN Co-op reserves the right to discontinue the purchase of products with increased pricing.

The NorCal SN Co-op does not guarantee orders in the amounts listed in the Itemized Bid List nor shall the Member Districts be required to limit orders to specific figures. The Request is for an indefinite quantity proposal for delivery of frozen, refrigerated, dry, and fresh food, liquid milk, and supplies based on estimated usage and average daily participation (ADP).

Acceptance of Proposals

AWARD OF PROPOSAL

Proposals will be awarded by line item to the lowest responsive and responsible Vendors. Evaluation criteria are: fixed pricing 20%; conformity to Member Districts’ delivery expectations (10% minimum delivery qualifications; 10% day, time, and manner); velocity reporting 10%; ordering process 10%; Buy American reporting and traceability 9%; local procurement 5%; substitution/shortage communication and process 5%; commitment to sustainability 5%; invoicing and accounts receivable process 5%; ultra-processed food and food dye elimination plan 4%; service reliability and past performance 5%; acceptance of piggyback clause 1% (see also scoring guidelines, Attachment 5). The award of this RFP shall be made to all responsive and responsible Vendors who meet the terms and conditions of the RFP. A respondent must deliver the items within the required delivery date in order to be declared responsive to this RFP. The NorCal SN Co-op reserves the right to make no award at all, reserves the right to reject any and all proposals, and to waive any irregularity or discrepancy associated with this RFP. Unsolicited services or incentives offered as part of the RFP will NOT be evaluated or considered in the award process.

SCOPE OF PROPOSAL

Awards will be made to multiple vendors, based on the unique requirement of each Member District within the NorCal SN Co-op. Award criteria are noted within this RFP. The right is reserved to reject any or all submissions and to accept or reject line items. Proposals may be rejected on grounds of non-responsiveness or non-responsibility.

Each member of the Co-op reserves the right to purchase awarded items from any or all approved vendors. Each member will make their own decisions based on their own approved award criteria (e.g., flavor profile, student acceptability, price). Items are listed on the Itemized Bid List by category for organizational purposes only. Vendors may provide pricing on any or all items listed, regardless of category.

Prior to approval/renewal of this contract in subsequent years, items may be added to or removed from the Itemized Bid List, up to 25% of the entire contract value.

SPECIFICATIONS

To ensure competition, Vendors may submit a price for an alternate product that is substantially equivalent to that from the brand name listed on the Itemized Bid List. Vendors proposing alternate products shall be prepared to supply NorCal SN Co-op, at no cost, sufficient samples for NorCal SN Co-op to evaluate the suitability of the proposed product as an alternative to the brand listed in the Itemized Bid List. Alternate products may be approved conditionally pending evaluation of samples. All food and supplies proposed or supplied under the contract shall be the best of their respective kinds for the purposes intended and must conform to the latest and best practices of the industry in each case.

Upon request, awarded Vendors shall submit CN labels and/or Food Specifications for all applicable foods, Nutrition and Ingredient Labels for remaining foods, and Material Safety Data Sheets as applicable.

PRICING

Prices are to be net, including installation and delivery to destinations as shown on Member District Profiles. No Proposal shall include Federal Excise Tax, as Member Districts are exempt from such tax and can furnish appropriate tax exemption certificates. The NorCal SN Co-op will pay California Sales Tax and Use Tax, if applicable. All expenses, including service/inspections, travel costs, per diem costs, fuel, clerical, etc, must be included in the Proposal. The Member Districts will not be responsible for payment for any cost not specified herein. No services shall be rendered until receipt of an official purchase order number from each NorCal SN Co-op member.

All parties agree that the aggregate value of added, non-contract purchases during each year of the contract shall not exceed ten percent of the estimated value of the contract.

BUY AMERICAN Provision / California Senate Bill 490

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 *United States Code* Section 1760[n]), that requires all school food authorities (SFA) to purchase, to the maximum extent practical, domestic commodities or products. Section 12(n) of the NSLA defines a domestic commodity or product as an agricultural commodity (i.e., meat/meat alternate [M/MA], grain, fruit, vegetable, and fluid milk) or processed product (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains an M/MA and grain component) that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial means that over 51 percent of the final processed product

consists of agricultural commodities that are grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

When funds are used from the nonprofit school food service account, SFAs must ensure that procurement transactions for food products comply with the Buy American Provision requirement in 7 *CFR*, sections 210.21(d) and 220.16(d), whether food products are purchased by SFAs or entities that are purchasing on their behalf.

Note: Ingredients used to flavor, enhance, or prepare products (e.g., oil, yeast, spices, condiments, salad dressing) must also comply with the Buy American Provision requirement **only if** the first ingredient (or second after water) is one of the five components (breads/grains, fruits, vegetables, M/MA, and fluid milk) that contribute to a reimbursable meal. If the first ingredient in these products is not one of the five components that contribute to a reimbursable meal, the product does not have to comply with the Buy American Provision requirement. For example, catsup with tomato paste as the first ingredient must comply with the Buy American Provision requirement since tomato paste is creditable as a red/orange vegetable, **even though catsup is not a creditable item**. Mustard with distilled white vinegar as the first ingredient does not need to comply with the Buy American Provision requirement since vinegar is not a component that contributes to a reimbursable meal. Additionally, nonagricultural products such as paper, water, packaging, and labor do not need to comply with the Buy American Provision requirement.

FOOD DEFENSE

Vendors must have a Hazard Analysis Critical Control Point (HACCP) plan on file for recall/hold control procedures including but not limited to: traceability systems in place from receipt of commodity product to delivery of processed items to designated delivery site. Provision of 24/7 accessibility to Vendor staff in the event of a USDA Hold/Recall public notification capability by website to provide updates on USDA Hold and Recall data for customers. Vendors shall provide evidence to NorCal SN Co-op of conducting a mock recall for sample products. In the event of a Member District needing to discard or destroy product, Vendors will be responsible for all costs associated with replacement, including but not limited to labor, shipping charges and product credit.

CODE OF CONDUCT

Per regulation 7CFR3016.36(3) "Proposal documents must contain a written code of conduct governing the performance of their employees engaged in the award and administration of contracts." The NorCal SN Co-op maintains the following code of conduct for any employees engaged in award and administration of contracts supported by Federal Funds:

Employees, officers (that is, any member of the Board), and agents shall not solicit gifts, travel packages, and other incentives from prospective contractors. Employees, officers (that is, any member of the Board), and agents shall not participate in the selection, award and administration of any contract to an entity in which they have a pecuniary interest or from which they derive a profit or in which a dependent of the employee, officer (that is, any member of the Board), or agent has a pecuniary interest or from which the dependent derives a profit. Professional staff members shall not accept any form of compensation from vendors that might influence their recommendations on or raise a conflict of interest with respect to the eventual purchase of equipment, supplies, or services. Furthermore, professional staff members shall not accept any compensation from a vendor after a

decision has been made to purchase equipment, supplies, or services from said vendor. In addition, professional staff members who recommend purchases shall not enter into a contractual arrangement with a vendor seeking to do business with the SFA or a vendor with whom the SFA is doing business, whereby an individual professional staff member receives compensation in any form for services rendered.

SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES

The NorCal SN Co-op encourages minority, women, and disabled veteran-owned business enterprises to participate in this RFP based upon their capacity to perform and be successful.

ENERGY POLICY AND CONSERVATION ACT: Vendor will comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.

CAL-OSHA: The Vendor certifies by delivery, that all items furnished under this Agreement meet or exceed applicable CAL-OSHA Codes.

PROTEST PROCEDURES

Any award protest must be made in writing and received by the Lead District before 4:00 p.m. no later than five (5) working days following receipt of a Notice of Award and shall include all documents supporting or justifying the protest. The party filing the protest must have actually submitted a Proposal. A Subcontractor of a Vendor submitting a Proposal may not submit a protest. The protest must refer to the specific portion or portions of the contract or request documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting Vendor. A Vendor's failure to file the protest documents in a timely manner shall constitute a waiver of their right to protest the award of the contract.

The Lead District, Tamalpais Union High School District, reserves the right to accept or reject any or all Proposals in whole or in part/or waives any irregularity in any proposal received. All proposals shall be valid for (60) days after the Proposal opening date.

PROPOSAL SUBMISSION CHECKLIST - Attachment 1
TO BE SUBMITTED WITH PROPOSAL (page 1 of 1)

The completed checklist is to be submitted with the Vendor's Proposal. All proposals shall include the forms provided as attachments to this RFP. Vendors may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.

REQUIRED DOCUMENTS

- ☐ Vendor Cover Letter
- ☐ Vendor Proposal Table of Contents
- ☐ Proposal Submission Checklist (Attachment 1, this form)
- ☐ Vendor Written Proposal
- ☐ Vendor General Information (Attachment 2)
- ☐ Vendor W-9 Form
- ☐ References Form with at least 3 References (Attachment 3)
- ☐ Vendor Questionnaire (Attachment 4)
- ☐ Purchasing Agreement, Signed (Attachment 6)
- ☐ Vendor's Statement Regarding Insurance Coverage (Attachment 7)
 - ☐ Insurance Certificates and Endorsements
- ☐ Worker's Compensation Certification (Attachment 8)
- ☐ Equal Opportunity Employment Statement (Attachment 9)
- ☐ Fingerprint Clearance Certification (Attachment 10)
- ☐ Worker Right to Know Attestation (Attachment 11)
- ☐ Certificate Regarding Alcoholic Beverage and Tobacco Free Policy (Attachment 12)
- ☐ Suspension and Debarment Certification (Attachment 13)
- ☐ Certification Regarding Lobbying (Attachment 14)
- ☐ Non Collusion Declaration (Attachment 15)
- ☐ Clean Air and Water Certification (Attachment 16)
- ☐ Buy American Certification (Attachment 17)
- ☐ Non-Discrimination Statement (Attachment 18)
- ☐ Itemized Bid List Instructions (Attachment 19)
 - ☐ Proposed contract pricing (completed Itemized Bid List): one static copy (PDF, protected from editing, etc.), one copy editable
- ☐ Vendor Food Safety/Security Plan and Safety Program including Pest Control Policy & Recall Procedures (May be included in the written proposal.)
- ☐ Additional items required by Addenda

ATTACHMENTS INCLUDED IN RFP NOT REQUIRED FROM SUBMITTED PROPOSALS

RFP Scoring Guidelines (Attachment 5)
Member District Profiles (Attachment 20)

VENDOR GENERAL INFORMATION TEMPLATE - Attachment 2
TO BE SUBMITTED WITH PROPOSAL (page 1 of 1)

Company Name: _____

Business Address: _____

Sales Rep. Contact Name: _____

Sales Rep. Phone Number: _____

Proposed delivery days _____
(May attach list or spreadsheet separating by Member District)

Minimum delivery amount _____
(Amount per delivery is evaluated in Proposal Criteria)

Number of days order must be place ahead of delivery: _____

Preferred Method of Order Entry : _____
(fax, email, call, online)

If online, include url: _____

And login credentials for evaluation access: _____

Type of Business Entity:

_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
_____ Corporation, State: _____
_____ Limited Liability Company
_____ Other: _____

Employer Identification and/or
Social Security Number: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (262 C.F.R. 1.6041-1) require the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Vendor to furnish the information requested in this section.

VENDOR REFERENCES - Attachment 3
TO BE SUBMITTED WITH PROPOSAL (Page 1 of 1)

Please submit three (3) current references from Public School Districts in Marin, Sonoma, and Napa counties for contracts that you have serviced in the last three (3) years that are of similar scope and complexity as described in this RFP. An unresponsive reference will **not** be considered a valid reference. The Vendor is expected to exercise due diligence to ensure the references listed will be responsive to communications from the Co-op.

REFERENCE #1

School District Name: _____

Contact Person and Title: _____

Contact Email Address: _____

Contact Telephone: _____

Current or last number of deliveries per week: _____

Attach an account of a notable partnership success within the last five years (not required).

REFERENCE #2

School District Name: _____

Contact Person and Title: _____

Contact Email Address: _____

Contact Telephone: _____

Current or last number of deliveries per week: _____

Attach an account of a notable partnership success within the last five years (not required).

REFERENCE #3

School District Name: _____

Contact Person and Title: _____

Contact Email Address: _____

Contact Telephone: _____

Current or last number of deliveries per week: _____

Attach an account of a notable partnership success within the last five years (not required).

REFERENCE CHECK SURVEY
INCLUDED HERE FOR REFERENCE ONLY (Page 1 of 1)

This reference check survey is a representative outline for the NorCal SN Co-op to use when speaking with referenced districts. Not all items require a response in order for a reference to be considered responsive.

1. How many years have you worked with this vendor?
2. Have you had a consistent point of contact with the vendor?
 - a. How do you communicate with them, email/phone?
3. Do they meet your needs and expectations with regard to communication and reporting?
4. Do they meet your needs and expectations with regard to market updates and information regarding product availability/seasonality?
5. Do they meet your needs and expectations with regard to order fill rate?
 - a. What percentage would you estimate your order fill rate with this vendor is?
6. Do they meet your needs and expectations with regard to order minimums?
 - a. Lead times?
 - b. Delivery day(s) and delivery window(s)?
7. Does the vendor's organization seem stable or reliable to you?
8. Have you ever had to discontinue working with this vendor before, if so why?

VENDOR QUESTIONNAIRE - Attachment 4
TO BE SUBMITTED WITH PROPOSAL (Page 1 of 2)

Please complete this evaluated criteria questionnaire, use a separate sheet if necessary. Answers may be provided in the body of your response if given under the same headings as used herein.

1. Delivery Characteristics

- a. Do you require a minimum number of cases or dollar amount for delivery to a single site? If yes, please indicate your minimum order amount.
- b. For each Member District site (see Member District Profiles, Attachment 20), indicate whether you will be able to meet the specified delivery day(s) and window(s) based on your main category of product (broadline, produce, liquid milk, or supply).
 - i. If you are not able to meet a given time window/day, please indicate your proposed alternative.

2. Reporting

- a. Can you provide velocity/sales volume reports upon request? Describe how reports can be accessed, run, or generated and how they would be delivered.
- b. Can you provide Buy American reporting and traceability? If yes, please indicate to what level of specificity (nation, state, county, et cetera).
 - i. Is this information viewable in the ordering system as orders are placed?

3. Local geographic content

- a. What proportion of the Bid List items that you are bidding on (by count) are manufactured, grown, or produced in California?

4. Ordering Process

- a. Please describe your standard ordering process, including the minimum and standard amount of time orders are to be placed in advance of delivery. If applicable, please provide guest or trial access to your ordering portal for evaluation.
- b. Criteria for evaluation
 - i. Online ordering possible
 - 1. Training/demonstration site or credentials available
 - ii. Item/ordering permissions may be set by school/site
 - iii. Buying guide may be set by school/site
 - iv. Delivery scheduling during the ordering process
 - v. Product formulation, Child Nutrition labeling, nutrition facts labels available through the ordering portal
 - 1. Data is up to date and California Department of Education (CDE) compliant.
 - vi. Data on meat/meat alternate (MMA) and whole grain equivalents (WGR) is available through the ordering portal
 - vii. Order confirmation format, content, and delivery
 - viii. Use and length of lead times

5. Substitution Protocol (also shortages and back orders, hereafter “short” or “shortage”)

- a. Please describe your process, including timelines, for identifying and communicating the need to short an item ordered for a particular delivery.

- i. Please describe what documentation of a shortage looks like on the paperwork that comes with a delivery.
 - ii. Include the level of detail available at the time an order is placed.
 - iii. If the standard order date is greater than three days ahead of delivery, do you provide shortage information at least seventy-two (72) hours ahead of delivery?
 1. If the standard order date is twenty-four to forty-eight (24-48) hours ahead of delivery, do you provide shortage information prior to 2pm the day before delivery?
 - iv. When contacting a district to suggest a substitution, does your customer experience representative include price, pack size, and MMA and WGR information?
 - v. Under what circumstances are you able to send off-day deliveries to make up for shorted items?
6. Accounts receivable process and documentation
 - a. Please provide examples of your accounts receivable documents (invoices, statements, credits) and describe how they are delivered.
 - b. Key details from the Co-op perspective include:
 - i. Accurate, dated invoice included with delivery
 - ii. Single, comprehensive statement monthly and on request
 - iii. Timely credit documentation (within one week of delivery/notice)
7. Commitment to sustainability
 - a. Please describe your current efforts and policies that contribute to a sustainable food system.
 - b. What plans do you have for increasing your sustainability practices over the life of this contract?
8. UPF/Food Dye elimination plan ("UPF", with or without accompanying "food dye(s)", signifies ultra-processed foods of concern and restricted school foods as defined in California AB 1264 or overriding/ superseding legislation)
 - a. Please describe your plan for eliminating UPF from foods offered to Member Districts. Include your timeline for achieving elimination of UPF offered.
9. Contract Piggybacking
 - a. Please indicate whether you are amenable to a piggyback clause in the fixed-price contract to allow non-Member Districts to use contract pricing up to 10% of the value of the total contract. The Co-op views piggybacking as a means to allow non-Member Districts to benefit from contract pricing mid-cycle with the expectation that they will join the Co-op at the next RFP.

NORCAL SN CO-OP 2026 RFP SCORING GUIDELINES - Attachment 5
INCLUDED HERE FOR REFERENCE ONLY (Page 1 of 1)

1. Prices - 20 points possible
 - a. 20 for the lowest price (bid-specified serving, applies per item)
 - b. 10 for bids within 10% of the lowest price
 - c. 5 for bids within 25% of the lowest price
2. Delivery minimum - 10 points possible
 - a. 10 for the lowest per-delivery minimum by invoice total
 - b. 5 for the second lowest per-delivery minimum by invoice total
 - c. 1 for the third lowest per-delivery minimum by invoice total
3. Vendor shall provide velocity/sales volume reports upon request - 10 points possible
 - a. 10 for available user-run reports online
 - b. 5 for reports available via email or other vendor-initiated method
4. Ordering process, ease and ability - 10 points possible
 - a. 10 for the best overall ordering process as determined by Co-op Consensus
 - b. 5 for the second best overall ordering process as determined by Co-op Consensus
 - c. 1 for the third best overall ordering process as determined by Co-op Consensus

Consensus criteria are: Online ordering, Permissioning by school site, Buying guide by site (online), Scheduling delivery, Links to MPFS/docs/spec sheets (up to date, CDE compliant), MMA/WGR crediting on the order page, Online confirmation of orders, Availability information at order time, Demo/training site, Lead time
5. Date, time, and manner of delivery - 10 points possible
 - a. 10 for proposed deliveries within all specified window(s) for each member district
 - b. 5 for proposed deliveries to include one or more specified windows for each member district
 - c. 1 for multiple days of delivery without meeting specified windows
6. Buy American reporting/traceability - 9 points possible
 - a. 9 for compliant Buy American reporting and traceability to the county level
 - b. 3 for compliant Buy American reporting and traceability to the state level
 - c. +1 for data being viewable at the time of order
7. Local geographic requirement - 5 points possible
 - a. 5 for items sourced within California (≥51% of items that the vendor bids on)
8. Substitution/shortage process and remedy - 5 points possible
 - a. 5 for the best overall substitution/shortage process as determined by Co-op Consensus

- b. 1 for an adequate substitution/shortage process as determined by Co-op Consensus
Consensus criteria are: Availability information at the time of order, Specific time frame ahead of delivery for notification (72 hour), Notification with alternatives, MMA/WGR/price information available, Contact is made via District's preferred method, Vendor will send off-day delivery to replace shorted items, Documentation of shortage on/with invoice, Short- or out-dated product will be credited without regard to returning the product, No automatic backordering
- 9. Commitment to sustainability - 5 points possible
 - a. 5 for a proposed plan to increase sustainability over the life of the contract
 - b. 1 for a currently implemented sustainability plan
- 10. Invoicing, statements, and accounts receivable process, ease and ability - 5 points possible
 - a. 5 for the best overall accounts receivable process and documentation as determined by Co-op Consensus
 - b. 1 for adequate overall accounts receivable process and documentation as determined by Co-op Consensus
Consensus criteria are: Accurate, dated invoice included with delivery; Single, comprehensive statement monthly and on request; Timely credit documentation (within one week)
- 11. UPF/Food Dye¹ elimination plan - 4 points possible
 - a. 5 for a comprehensive plan to eliminate UPF from foods offered to member districts by July 1, 2028
 - b. 1 for a plan to eliminate UPF from foods offered to member districts by July 1, 2032
- 12. Service reliability and past performance - 5 points possible
 - a. 5 for good or better reliability and past performance as determined by the Co-op Consensus
Consensus criteria is: Feedback of responding references
- 13. Piggybacking - 1 point possible
 - a. 1 for vendor acceptance of a piggyback clause in the contract

¹ UPF, with or without accompanying "food dye(s)", signifies ultra-processed foods of concern and restricted school foods as defined in California AB 1264 or overriding/superseding legislation.

FOOD AND SUPPLY PURCHASING AGREEMENT
(General Conditions) - Attachment 6
TO BE SUBMITTED WITH PROPOSAL (page 1 of 11)

This Purchase Agreement ("Agreement") is made and entered into as of the 1st day of June 2026 by and between the Northern California School Nutrition Purchasing Cooperative ("NorCal SN Co-op", "Co-op") lead district, Tamalpais Unified High School District ("Lead District") and _____ ("Vendor"), (together, "Parties").

The Parties agree as follows:

1. **Services.** Vendor shall furnish and deliver certain food and supplies ("Delivery Items") to the site(s) (each a "Site") as identified in **Member District Profiles**, attached hereto and incorporated herein by this reference, in the approximate annual quantities designated in the Itemized Bid List in accordance with the Scope of Work and Proposal ordered and accepted by Member Districts ("Services").
2. **Term.** Vendor shall commence providing Services under this one-year Agreement on **July 1, 2026 through June 30, 2027** ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.

If mutually agreeable, the Co-op reserves the right to renew the Agreement for additional one-year terms, for a period not to exceed four (4) consecutive years total. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original Agreement having been met to the satisfaction of the Co-op. Such renewal will be made by notifying the Vendor, in writing, thirty (30) days prior to the expiration of the Agreement.

3. **Submittal of Documents.** Vendor shall not commence the Services under this Agreement until the Vendor has submitted and the District has approved the certificate(s) and the endorsement(s) of insurance required as indicated below:
 - Certificate of Insurance with the Tamalpais Union High School District as the Lead Agency for the NorCal SN Co-op.
 - Within thirty (30) days of approval of this contract, the awarded Vendor must supply additional certificates with all NorCal SN Co-op Member Districts named as additionally insured.
4. **Compensation.** District agrees to pay Vendor according to the prices in Vendor's Itemized Bid List and Proposal, as negotiated, for the Delivery Items satisfactorily furnished and delivered pursuant to this Agreement. At no time during the Term shall the prices charged to the District exceed the price quoted on the written Itemized Bid List for the annual contract period. Emergency or Force Majeure pricing changes must be provided to the District with a thirty (30)-day written notice.

Vendor agrees to deliver prepaid all items to the address indicated on the Member District Profile. All costs for delivery, drayage, freight, fuel, or the packing of said articles are to be borne by the Vendor. No charge for containers, packing, drayage or other purpose will be allowed over and above the prices written in the Itemized Bid List, unless otherwise specified.

The District shall not be responsible for any taxes or surcharges with the exception of sales tax or use taxes where applicable.

- 4.1. Accounting.** Invoices shall be furnished with each delivery and include delivery site, product name, quantity, unit size, and unit price. One (1) copy is to be kept by the distributor.

 - The original invoice must be signed by the district staff checking the delivered merchandise.
 - Dark Drops are permitted, in which case district staff will validate the invoice after delivery.
 - Statements shall be organized by calendar month and delivery site.
 - Statements shall be submitted no later than the fifth day following the close of each calendar month.
- 4.2. Payment.** Invoices for purchases at the delivered price are not due and payable until delivery of product and do not constitute an obligation by the District until the month following the month for which charges accrue. The District shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due thirty (30) days from the date the food is received and accepted by the District, or thirty (30) days from the date a correct invoice is received by the district, whichever is later. Vendor will inform the District of any special discounts for early payment.
- 4.3.** Invoices are checked regularly. Any discrepancies in pricing will require a credit for the price discrepancy and the pricing to be corrected in the system, to avoid future errors. Ongoing, improper billing may result in termination of the contract. Ongoing, unapproved substitution, without cause by manufacturer or nature, is also cause for termination of the contract.
- 5. Additional Items.** During the Term of this Agreement, as the need for other products arises or new products are developed, the District reserves the right to purchase non-contract items. The price of such items shall be negotiated between the District and the Vendor using the best pricing available based on type of item and quantity.

 - 5.1.** Adding Items at Renewal. Prior to approval/renewal of this contract in subsequent years, items may be added to or removed from the Itemized Bid List and receive pricing accordingly. The addition and removal of items will occur by amendment during the renewal process. The value of such changes may not exceed 25% of the original total contract value.
- 6. Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security

and income taxes with respect to Vendor's employees. In the performance of the Services herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

7. Performance of Services.

- 7.1. Standard of Care.** Vendor represents that Vendor has the qualifications and ability to furnish and deliver the Delivery Items as specified, without the advice, control or supervision of District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. The District shall hold the Vendor responsible for any damage which may be sustained because of failure or neglect of the Vendor to comply with the terms or conditions listed herein with the terms of the Agreement. The District may, upon twenty-four (24)-hour written notice to the Vendor, cancel the Agreement in its entirety or cancel or rescind on all or any portion of any Agreement resulting from this price request for reason of unsatisfactory product or service or any reason determined to be detrimental to the health and welfare of students and school personnel and to hold the Vendor in default. Failure to furnish all items per the Agreement, in a timely manner, as specified, shall constitute unsatisfactory service.

Vendor is expected to deliver the same level of service to all Member Districts.

- 7.2. Shelf Life.** All perishable items shall be delivered with credible shelf life extending beyond the date of delivery to afford the District sufficient opportunity to use the items at their best quality. This is exclusive of USDA "brown box" Foods that are received by the Vendor on behalf of the District.

- Liquid Milk shall have a minimum of ten (10) days shelf life.
- Other dairy and fresh egg products shall have a minimum of thirty (30) days shelf life.
- Fresh whole produce shall have a minimum of eight (8) days shelf life.
- Pre-cut fresh produce shall have a minimum of four (4) days shelf life.
- Other cooler items stored at 32-45°F shall have a minimum of eleven (11) days shelf life.
- Frozen items shall have a minimum of eight (8) months shelf life.
- Canned and dry perishable items shall have a minimum of twelve (12) months shelf life.

- 7.3. Sanitation.** All products shall be produced and handled in accordance with the best sanitary practices. Employees, equipment, and manufacturing plants shall meet state and county health department requirements to assure clean, sound and sanitary products.

- 7.4. Delivery.** Vendor shall make deliveries as negotiated between Vendor and District. All refrigerated products are to be delivered in a refrigerated vehicle at 40°F or below and frozen foods at 0°F or below. Drop shipped items must be addressed “Attention to Nutrition Services” and must contain an invoice or packing list.
- 7.5. Inspection of Delivery Items Furnished.** All items furnished shall be subject to inspection and rejection by the District for spoilage, defects, or non-compliance with the specifications. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the District and accepted. If a product is rejected at time of delivery, a credit is to be issued for the product or Vendor shall immediately remedy such defect in a manner satisfactory to the District. Several notices of products failing to meet specifications may result in contract termination.
- 7.6. Right to Inspect Vendor Facilities.** The District reserves the right to inspect the Vendor’s facilities during the Term of the Agreement and if representatives of the District determine after such inspection that Vendor is not capable of performance satisfactory to the District, the Agreement can be terminated.
- 7.7. Safety and Security.** It shall be the responsibility of Vendor to ascertain from, and comply with, the District’s rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.
- 7.8. Force Majeure.** Delay due to unforeseen circumstances: neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include uncontrollable acts: fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations superimposed after the fact. This clause does not apply to pricing unless given prior approval by the Lead District, see Item 4.
- 8. Ordering.** Orders will be placed with Vendor by each Site online or an alternative mutually agreed upon method. Orders should not be accepted for items that are not on the price request or for unauthorized substitutions. If such unauthorized items are ordered and delivered it will be at the discretion of District’s Food Services personnel whether payment will be made to the Vendor for such items. The Chief Business Official and the Director of Student Nutrition Services are the only authorized purchase agents for the District.
- 9. Off-Contract Purchase.** The District reserves the right to purchase products covered by this Agreement from alternative sources should, during the term of this Contract/Agreement, the District obtain more favorable pricing from those alternative sources.
- 10. Returns.** Vendor shall issue credit to the District for all products returned for damage, low quality, decay, recall, or over-ordering. No fee for restocking, transport, or redelivery shall be charged to the District.

- 11. Non-reimbursable components.** If any product fails to meet specifications, the District may require from Vendor, within a reasonable time as determined by the District:
- 11.1.** Cash restitution or in-kind replacement, at the District's discretion for the entire lot that failed; and/or
- 11.2.** When the Vendor's failure results in the non-conformance of a product that they have supplied that contributes to one or more meals being non-reimbursable, Vendor shall be responsible for compensating the District for any resulting fiscal action or lost revenue.
- 12. Audit.** Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and any renewals, and for five (5) years thereafter. Vendor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents. Proof of Vendor's landing cost (Vendor's invoice) will be required upon request, within a two day period, for audit purposes only. Invoices are checked regularly.
- 13. Termination.**
- 13.1. For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the date of mailing, whichever is sooner.
- 13.2. With Cause by District.** District may terminate this Agreement upon giving written notice of **intention** to terminate for cause. Cause shall include:
- unsatisfactory product or service; or
 - any reason determined to be detrimental to the health and welfare of students or school personnel; or
 - material violation of this Agreement by the Vendor; or
 - any act by Vendor exposing the District to liability to others for personal injury or property damage; or
 - Vendor is adjudged bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

Written notice by District shall contain the reason(s) for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease,

or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the Services pursuant to this Agreement, the Vendor shall immediately pay the excess expense, fees, and/or costs for the remainder of the cancelled contract term to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

14. Indemnification. To the furthest extent permitted by California law, Vendor and its agents, officers and employees shall defend, indemnify, and hold harmless the District, its elected and appointed officers, agents, employees, volunteers, contractors and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which the District, its selected and appointed officers, agents, employees, volunteers, contractors and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of Vendor in the performance of, in connection with, as a result of, and in accordance with the terms of the Agreement. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement

15. Insurance.

15.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

TYPE OF COVERAGE	MINIMUM COVERAGE
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

Workers Compensation	Statutory Limits
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- **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Vendor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- **Workers' Compensation.** In accordance with provisions of section 3700 of the Labor Code, the Vendor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

15.2. Proof of Carriage of Insurance. The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

- A clause stating: "This policy shall not be canceled in required limits of liability or amounts of insurance until notice has been mailed to the District stating date of cancellation or reduction. The date of cancellation shall not be less than thirty (30) days after the date of mailing notice."
- Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- All policies except the Workers' Compensation Insurance Policies shall be written on an occurrence form.

15.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

- 16. Assignment.** The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor without the written consent of the District's Governing Board. Notice is hereby given that the District will not honor any assignment made by Vendor unless the required written consent has been given.
- 17. Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. All products must conform to the provisions set forth in the federal, state, county, and city laws for their production, handling, processing, marketing, and labeling. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on providing the Delivery Items as indicated or specified. If Vendor performs any Service that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
- 18. Determination of Applicability of Employee Fingerprint Requirements of Contractors and independent Contract Consultants.**
- 18.1. Fingerprint Requirements.** Pursuant to Education Code Section 45125.1, it is necessary to the District to determine whether a contractor or independent contract consultant must have its employees fingerprinted and screened for criminal records.

There are two bases for exemption:

1. Emergency Contacts – Exempt

Subsection (b) states that Section 45125.1 shall not apply to a contractor or independent contract consultant providing services to the District in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repair is needed to make school facilities safe and habitable.

2. Limited Pupil Contact – Exempt

Subsection (c) states that Section 45125.1 shall not apply when the District determines that the employees of the entity or the independent contract consultant will have limited contract with pupils.

- In determining whether a contract employee or independent contract consultant has limited contact with pupils, the site, program, or project manager shall consider the totality of the circumstances, including factors such as the length of time the contractor or independent contract consultant will be on school grounds, whether pupils in the proximity of the site the contractor/independent contract consultant will be working, and whether the contractor's employees/independent contract consultant will be working by themselves or with others.
- In all cases, the site, program, project administrator shall take appropriate steps to protect the safety of any pupils that may come in contact with these individuals.

- The District has made an initial determination that the infrequent delivery requirements of short duration to meet the terms of this contract are such that supplier access to pupils will be limited and unnecessary. Accordingly, employee fingerprinting and background check for criminal records will be at the discretion of the District unless and until such time as an incident involving supplier employee(s) making deliveries to sites have been cleared by the California Department of Justice regarding background check.

18.2. Acceptance. By accepting the award of this Proposal, the successful supplier agrees to the terms outlined herein and will take such action as is necessary to insure the supplier employee(s) have no direct contact with students at the delivery sites. Failure to comply with this requirement will be satisfactory cause for cancellation of the contract.

18.3. Sex offenders. Signature of this agreement certifies compliance with the Lunsford Act which prohibits anyone required to register as a sex offender under Article 27A of Chapter 4 of the General Statutes from knowingly being on the premises of any school.

19. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any person engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Vendor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all of its subcontractor(s).

20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

22. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Tamalpais Union High School District
ATTN: Corbett Elsen, Assistant
Superintendent of Business and Operations
395 Doherty Drive, Larkspur, CA 94939

Vendor:

[NAME] _____
ATTN: _____
_____, CA 9____

Any notice personally given or sent by electronic transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 23. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 24. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 25. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 26. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 27. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 28. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 29. Attorney Fees and Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 30. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal

representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

- 31. Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.
- 32. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.
- 33. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 34. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

The Parties hereby enter into this Agreement and accept all terms and conditions therein.

Dated: _____

Dated: _____

SFA: _____

Vendor: _____

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Page 11 of 11 FOOD AND SUPPLY PURCHASING AGREEMENT

VENDOR'S STATEMENT REGARDING INSURANCE COVERAGE - Attachment 7
TO BE SUBMITTED WITH PROPOSAL (Page 1 of 1)

Vendor hereby certifies that the Vendor has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Vendor be awarded the contract for the work, Vendor further certifies that the Vendor can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name Member Districts as Additional Insured for the work specified.

Name of Vendor: _____

Signature: _____

Print Name and Title: _____

Date: _____

WORKERS' COMPENSATION CERTIFICATE - Attachment 8
TO BE SUBMITTED WITH PROPOSAL (Page 1 of 1)

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 Vendor: _____

Signature: _____

Print Name and Title: _____

Date: _____

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.)

EQUAL OPPORTUNITY EMPLOYMENT - Attachment 9
TO BE SUBMITTED WITH PROPOSAL (Page 1 of 1)

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.

Name of Vendor: _____

Signature: _____

Print Name and Title: _____

Date: _____

FINGERPRINT CLEARANCE CERTIFICATION - Attachment 10
TO BE SUBMITTED WITH PROPOSAL (Page 1 of 1)

Vendor 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).

Name of Vendor: _____

Signature: _____

Print Name and Title: _____

Date: _____

COMPLIANCE WITH “WORKER RIGHT-TO-KNOW LAW” - Attachment 11
TO BE SUBMITTED WITH PROPOSAL (Page 1 of 1)

Vendor is expected to comply with Section 5194 of Title 8 of the California Administrative Code (T8 CAC) governing hazardous substances and processes. Furthermore, the Vendor shall notify, in writing, the District representative listed below, of any and all hazardous substances as defined under Section 5194(c), which are to be brought onto District property by the Vendor or their agents. Where District employees may be at risk or exposed to these hazardous substances due to the Vendor’s work, the Vendor shall provide Safety Data Sheets (SDS) as defined under Section 594(c) and precautionary information which will reduce the possibility of exposure to District staff.

District is expected to comply with Section 5194 (T8 CAC), informing the Vendor of the hazardous substances to which their employees may be exposed while performing their work on District property. It is the responsibility of this District to assign a District representative to provide the Vendor with the following information:

Hazardous substances to which Vendor’s employees may be exposed while on the job site.

Precautions the employees may take to lessen the possibility of exposure by usage of appropriate protective measures.

For the purpose of complying with the issues of the “Worker-Right-to-Know Law” related to this contract, please contact the following NorCal SN Co-op Lead District representative:

Name: Ben Guyton
Title: Director of Student Nutrition Services
Department: Student Nutrition Services
Phone Number: (415) 945-1035
Email Address: bguyton@tamdistrict.org

Name of Vendor: _____

Signature: _____

Print Name and Title: _____

Date: _____

**CONTRACTOR'S CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY - Attachment 12
TO BE SUBMITTED WITH PROPOSAL (page 1 of 2)**

The Vendor agrees that it will abide by and implement Member Districts' Alcoholic Beverage and Tobacco-Free Campus Policies, prohibiting the use of alcoholic beverages and tobacco products, at any time, on District-owned or leased buildings, on District property, and in District vehicles; and complying with the Drug-Free Workplace Act of 1990.

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.

Name of Vendor: _____

Signature: _____

Print Name and Title: _____

Date: _____

Page 2 of 2 CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE
CAMPUS POLICY

SUSPENSION AND DEBARMENT CERTIFICATION - Attachment 13
TO BE SUBMITTED WITH PROPOSAL (page 1 of 2)

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a Proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING PAGE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

School Food Authority _____

Agreement Number _____

Name of Vendor: _____

Signature: _____

Print Name and Title: _____

Date: _____

RETAIN COMPLETED FORM WITH THE APPLICABLE CONTRACT OR PROPOSAL RESPONSES.
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Page 2 of 2 SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING LOBBYING - Attachment 14
TO BE SUBMITTED WITH PROPOSAL (Page 1 of 3)

The undersigned certifies, to the best of their 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 renewal, 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 subrecipients 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: _____

TITLE: _____

Signature: _____

Date: _____

Approved by OMB

0348-0046

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 _____ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, 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: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES²

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a 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; 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.

Page 3 of 3 CERTIFICATION REGARDING LOBBYING

² 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

NON-COLLUSION DECLARATION - Attachment 15
TO BE SUBMITTED WITH PROPOSAL (Page 1 of 1)

NorCal SN Co-op will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names.

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 Vendor: _____

Signature: _____

Print Name and Title: _____

Date: _____

CLEAN AIR AND WATER CERTIFICATION - Attachment 16
TO BE SUBMITTED WITH PROPOSAL (Page 1 of 1)

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.

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.

Name of Vendor: _____

Signature: _____

Print Name and Title: _____

Date: _____

BUY AMERICAN CERTIFICATION FORM - Attachment 17
TO BE SUBMITTED WITH PROPOSAL (Page 1 of 2)

BUY AMERICAN PROVISION (7 CFR, sections 210.21d and 220.16d; U.S. Department of Agriculture Policy Memorandum SP 23-2024) Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760n), that requires all school food authorities purchase, to the maximum extent practical, domestic commodities or products. This Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture. Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports SFAs working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Child Nutrition Services (SNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

The Buy American provision applies to SFAs located in the forty-eight contiguous United States and is one of the procurement standards Member District Program Operators must comply with when purchasing commercial food products served in the school meals programs. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, “substantially using agriculture commodities that are produced in the United States” means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by the SFA.

We require that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test, which defines the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

Compliant certification will include the following statement and information.

“We certify that our food products were manufactured in the United States and have at least 51% U.S. contents.”

Effective date, supplier name, signature of the person completing the certification.

Buy American Non-Domestic Food Products Limitation

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, Vendor must

submit a request in writing to the District, a minimum of 30 days in advance of delivery. The request must include the following:

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

Effective July 1, 2025, per USDA regulations, SFAs shall limit the total cost of non-domestic commercial food products purchased under this contract to no more than 10 percent of the total commercial food cost. Vendors must track and report non-domestic food purchases to ensure compliance with this threshold.

I/we _____ (Vendor name), certify that only domestic commodity or food/beverage products will be supplied to Member Districts unless all are true:

- (a) Mutually agreed upon and pre-approved by individual SFAs;
- (b) The total cost of non-domestic commercial food products purchased under this contract will not exceed 10 percent of the total cost of all food products purchased under this contract; and
- (c) Vendor will provide information to the District on product and ingredient origin as needed to monitor Buy American compliance.

Name of Vendor: _____

Signature: _____

Print Name and Title: _____

Date: _____

SFAs will individually monitor purchases to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b), unless otherwise agreed upon in writing by the SFA and the Vendor. If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.

USDA NON-DISCRIMINATION STATEMENT - Attachment 18

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, 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, 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 Office of the Assistant Secretary for Civil Rights (OASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

Mail:

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

Email:

program.intake@usda.gov.

This institution is an equal opportunity provider.

ITEMIZED BID LIST INSTRUCTIONS- Attachment 19
COMPLETED BID LIST TO BE SUBMITTED WITH PROPOSAL (Page 1 of 1)

The Itemized Bid List Template is provided as a separate spreadsheet in Google Sheet format. Please use the [Template Link](#) to get to the spreadsheet. The Template will be protected to avoid accidental edits. To enter your data and pricing, please follow these steps.

1. Click "File" in the top left corner.
2. Choose either "Download" or "Make a Copy".
3. Add your company name to the file name.
4. Read additional Vendor Instructions on the Template Tab.
 - a. Further instructions appear in dialog boxes on some BIN tabs. Vendor may move or delete these boxes as desired, but are responsible for following all instructions when completing their bid.
5. Please complete all cells in columns with "BID" in the column label (blue cells). For data points that are not applicable, please enter "N/A" or "-".
 - a. Vendors are not required to bid on all items. The District may award to multiple bidders. Please enter "NO BID" in the BID Item Name column for items you are not bidding on.
6. Follow these instructions for entering your data into your downloaded document to be submitted with your proposal:
 - Complete all blue cells for items that I intend to bid on in the Itemized Bid List.
 - The note section (the right-most blue column) should be used to indicate if the item has a variance from the specifications as given in the RFP; is a special order; requires a non-standard minimum purchase; is a market item; or is an alternative to what was listed. Vendor is able to note multiple variances in the same cell, separated by a semi-colon.
 - All items bid upon will be expected to be stocked and available for delivery within the listed Projected Lead Time.
 - For seasonal items, the bid needs to be detailed by month or season and must include the price specific to each period.
 - Note in the Buy American column the domestic status of all items according to the timeframe being offered.
 - The completed item list may be submitted in PDF version but **must also** be submitted in spreadsheet format (Excel or Google Sheet).
 - The template sheet is not to be edited by the Vendor, nor will the Vendor be given editing permissions.

Name of Vendor: _____

Signature: _____

Print Name and Title: _____

Date: _____

MEMBER DISTRICT PROFILE PACKET INSTRUCTIONS- Attachment 20
INCLUDED HERE FOR REFERENCE ONLY (Page 1 of 1)

The Member District Profile Packet is provided as a separate resource. Please use the [Packet Link](#) to get to the file. The Packet is a text document in PDF format containing the following information for each member of the Co-op.

- Member District Name
- Complete Mailing Address
- Nutrition Services Director
- Director Email Address
- Director Phone Number
- Accounts Payable Contact Phone
- Accounts Payable Email
- Average Daily Participation
- Delivery Site Name(s)
- Site Address(s)
- Site Contact Name(s)
- Site Contact Phone(s)
- Number of deliveries per week & preferred day(s) (broadline), per delivery site
- Number of deliveries per week & preferred day(s) (produce), per delivery site
- Number of deliveries per week & preferred day(s) (liquid milk), per delivery site
- Number of deliveries per week & preferred day(s) (supply), per delivery site
- Acceptable delivery window(s)
- Enrollment, per delivery site
- Delivery Notes (e.g. access/parking instructions), per delivery site