

Vista Unified School District

**CNS FROZEN, REFRIGERATED & DRY FOOD
DISTRIBUTION
RFP # V2526123RFP**

RFP AND CONTRACT DOCUMENTS

RFP DUE: April 27, 2026

**1234 Arcadia Ave.
Vista, CA 92084
Purchasing Department
(760) 726-2170, ext. 92642**

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Vista Unified School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but not later than **10:00 o'clock a.m. on 04/27/26**, sealed RFPs for the award of a contract for **CNS FROZEN, REFRIGERATED & DRY FOOD DISTRIBUTION No. V2526123RFP**.

Each RFP shall be submitted on a form obtained at the Purchasing Department, Vista Unified School District at 1234 Arcadia Ave, Vista, CA 92084 or at <https://www.vistausd.org/departments/businessservices/fiscal-services/purchasing>. **RFPs may be addressed to josematavilla@vistausd.org of the Vista Unified School District Purchasing Department** at 1234 Arcadia Ave, Vista, CA 92084. RFPs not received in the District's Purchasing Department by the specified date and time will be returned unopened. It is the sole responsibility of the bidder to see that the RFP is received in proper time at the address noted herein. RFPs will be publicly opened at **10:00 o'clock a.m. on 04/27/26** at the Purchasing Department's designated place and will not be read at loud. A summary will be issued 72 hours after opening.

Each RFP must conform and be responsive to this invitation, the Information for Bidders, the Specifications, and all other documents comprising the pertinent Contract Documents. Copies of the Contract Documents are now on file and may be obtained in the purchasing office at the above address.

The contract may be awarded to multiple vendors who meet the criteria and are determined to be responsive and responsible bidders. The Vista Unified School District reserves the right to reject any or all RFPs, to accept or reject any one or more items on the Specification Lists or to waive any irregularities or informalities in the RFPs.

No bidder may withdraw his RFP for a period of sixty (60) days after the date set for the opening.

In the event of identical RFPs, the Governing Board may determine by lot which bid shall be accepted per Public Contract Code 20117.

Vista Unified School District
Martha Alvarado
Clerk of the Governing Board

Publication: The Daily Journal
Advertising dates: 04/09/26; 04/16/26

RFP PROPOSAL FORM

Board of Education
Vista Unified School District
Purchasing Department
1234 Arcadia Avenue
Vista, CA 92084

Re: Proposal for RFP No. **V2526123RFP**

To: Members of the Board of Education

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Bidders, Instructions to Bidders, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the RFP package for the above-referenced RFP, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said RFP proposal. The entire RFP package is submitted, together with this RFP Proposal Form.

Name of Company: _____

Legal Status (i.e., sole proprietorship, partnership, corporation): _____

Tax I.D. Number (Sole Proprietorship Only): _____

Address: _____

Authorized Representative:

Signature

Name (Print or Type)

Title

Date: _____

Telephone: () _____

FAX: () _____

**“NONCOLLUSION DECLARATION” TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH PROPOSAL**
(Public Contract Code Section 7106)

State of California

County of _____] ss.

I, the undersigned, being duly sworn, declare that I am an authorized officer of 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 Supplier has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Supplier or anyone else to put in a false or sham proposal, or that anyone shall refrain from proposing; that the Supplier has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Supplier or any other Supplier, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Supplier, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract: that all statements contained in the proposal are true; and, further, that the Supplier has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member of agent thereof to effectuate a collusive or sham proposal.

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

I, the undersigned, hereby certify that I have read and understand this **Non-Collusion Declaration** and guarantee complete compliance with all the terms, conditions and stipulations.

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

By _____
(Signature)

(Date)

Name _____
(Type or Print)

(Title)

INSTRUCTION AND CONDITONS TO BIDDERS:

No RFP proposals shall receive consideration by the Vista Unified School District unless made in accordance with the following instructions:

1. PURPOSE OF THIS RFP:

The Vista Unified School District Child Nutrition Services Purchasing Department is seeking RFPs from qualified companies to procure and deliver frozen, refrigerated, processed commodity and/or commercial food products to Vista Unified School District Child Nutrition Department Central Kitchen at 4680 North Ave, Oceanside, CA 92056. The RFP contract may be awarded to multiple vendors/distributors for the two categories listed within the Specification Market Basket.

This RFP defines the program, the products and the services that are being sought from the Distributor and generally outlines the program requirements. The selected vendor(s) may partner-up with the Super Co-Op member districts over the term of the contract resulting from this RFP for items in the Super Co-Op “Market Basket”. The District’s preference is to have items that can be awarded as part of the Super Co-Op commodity draw down pricing list. Items NOT in the Specifications Market Basket or the Super Co-Op “Market Basket” will be awarded based on mark-up from the manufacturer’s invoice pricing.

District Objectives

Vista Unified School District:

- Is continually seeking to enhance our food acquisition process by utilizing efficient ways to reduce overall food cost. This includes taking into account all associated costs including the costs of ensuring timely delivery, product availability and product quality. In addition we are seeking to:
- improve the image of school meal program in our community
- value the quality and standard of meals
- enhance the supply chain efficiencies through innovation

2. PREPARATION OF RFPs

All prices and quotations must be submitted in ink or typewritten. No pencil figures or erasures **permitted on any part of RFP documents. If changes are to be requested, please list them on separate sheet and submit as part of RFP.** Mistakes on pricing sheets may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the proposal form. No oral, telegraphic or telephone bids or modifications will be accepted. Distributors shall complete the RFP form. A Bidder may be deemed non-responsive if he/she fails to submit all required documents which include addenda issued during the process.

The RFP pricing amount shall include all direct and indirect cost incidentals to providing the services described herein, such as fuel fees, licensee fee, bond fees, insurance, etc. **Signature on RFP must be in ink to be considered acceptable**

3. REQUEST FOR INFORMATION

Any questions related to the RFP should be directed to the Vista Unified School District’s Sr. Buyer, Jose Mata-Villa @ Josematavilla@vistausd.org.

Request for Information deadline is April 17, 2026 @ 4:00 p.m. and responses will be sent via addendum by April 20, 2026 @ 4:00 p.m.

4. EXECUTION OF AGREEMENT

The awarded bidder(s) must sign and return a copy of the Agreement pages included in this invitation for RFP, and must return it to the District.

5. IDENTIFICATION OF PROPOSER

Each RFP must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. RFPs by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, RFPs by corporations must be signed with legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid.

6. EQUAL RFPs

When RFPs are equal, contract shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.

7. WITHDRAWAL OF PROPOSALS

Any bidder may withdraw his/her proposal personally or by written request at any time prior to the scheduled closing time for the receipt of RFPs, but RFPs may not be withdrawn for a period of sixty (60) days after the opening. A successful bidder shall not be relieved of the RFP submitted without the District's consent or bidder's recourse to Public Contract Code Sections 5100, et seq.

8. AWARD OF CONTRACT

The Vista Unified School District reserves the right to accept or to reject any proposals, or to waive any irregularities or informalities in the bidding process. The District shall not be obligated to accept the lowest cost proposal, but will be evaluating proposals with the intent of awarding to one or more responsible vendors/distributors which prove to be the most beneficial for the District.

The RFP will be awarded to one or more suppliers for items in the Specification Market Basket section as a line item. The mark-up section will be awarded to the lowest percentage mark-up submittal. In addition to these cost factors, the District will also consider factors like location/accessibility, vendor's competency, discounts offered, delivery minimums and ability to comply with Super Co-Op requirements which include commodity drawdown and use of Super Co-Op's "Market Basket" to determine supplier's viability to be awarded this contract.

The District reserves the right to do a multiple-award, based on the listed factors, and to award this RFP in the manner which proves to be in the best interest for the District.

9. RFP PROTEST

Any Bidder submitting a Bid Proposal to the District may file a protest of the District's intent to award the Contract provided that each and all of the following are complied with:

- (i) The RFP protest is in writing;

- (ii) The RFP protest is filed and received by the District's Assistant Superintendent of Business Services not more than five (5) calendar days following the date of issuance of the District's Notice of Intent to Award the Contract; and
- (iii) The written RFP protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District's Assistant Superintendent of Business Services or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the protest. Either, the District's Assistant Superintendent of Business Services or other individual designated by him/her shall provide the bidder submitting the protest with a written statement concurring with or denying the RFP protest. The District's Board of Trustees will render a final determination and disposition of the protest by taking action to adopt, modify or reject the disposition of an RFP protest as reflected in the written statement of the District's Assistant Superintendent of Business Services or his/her designee. Action by the District's Board of Trustees relative to a protest shall be final and not subject to appeal or reconsideration by the District's Assistant Superintendent of Business Services any other employee or officer of the District or the District's Board of Trustees. The rendition of a written statement by the District's Assistant Superintendent of Business Services (or his/her designee) and action by the District's Board of Trustees to adopt, modify or reject the disposition of the RFP protest reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the Contract, the District's disposition of any RFP protest or the District's decision to reject all Proposals. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

10. REJECTION OF RFPs

The District reserves the right to accept or reject any and all RFPs, or any portion of combination thereof, or award on the basis of the total bid.

11. AMENDMENTS

The terms and conditions contained in the Notice to Bidders, Bid Proposal Form, Instruction to Bidders, General Conditions, Specifications, and Agreement herein may be amended or modified only with the prior written approval of the District.

Any addenda or bulletins issued during the time of bidding shall form a part of the specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.

12. EVIDENCE OF RESPONSIBILITY

Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's organization available for the performance of the contract and any other required evidence of the Bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

13. BID SECURITY

None required

14. TAXES

Unless otherwise specified, taxes shall not be included in the bid prices. The District will compute the state sales and use taxes. Federal excise taxes are not applicable to school district.

15. PROPOSERS INTERESTED IN MORE THAN ONE RFP/BID

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one RFP/bid for the same work unless special bid conditions indicate otherwise. A person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices of materials to a bidder is not thereby disqualified from itself submitting a RFP/bid or quoting prices to other contractors. **No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be nonresponsive.**

16. INTERPRETATION OF RFP DOCUMENTS

If any bidder finds discrepancies in, or omissions from the RFP documents, he/she may submit to Jose Mata-Villa, Senior Buyer of the Vista Unified School District a written request for clarification to, josematavilla@vistausd.org. Corrections will be made by addenda and will be emailed and posted to the purchasing webpage (link below). The Vista Unified School District will not be responsible for oral interpretations. Any addenda issued during the time of bidding shall be incorporated into the bid. <https://www.vistausd.org/departments/businessservices/fiscal-services/purchasing>

17. AGREEMENT PERIOD

RFPs will be valid for one (1) year; and renewable for up to 2 additional 1-year terms upon mutual agreement by both parties after the date contract is awarded. It is anticipated that the agreement awarded under this RFP shall be effective **July 1, 2026 through June 30, 2027**. Ninety (90) days prior to end of term, the District will notify supplier of desire to exercise renewal option.

18. COMMENCEMENT OF DELIVERIES

After receiving written notification of award, the successful bidder shall be required to commence with the delivery of all items which they have been awarded immediately after receipt of a District purchase order. In most instances, delivery services will begin July 1, 2026.

19. DELIVERIES

The selected supplier(s) will partner with the Vista Unified School District over the term of the contract resulting from this RFP to procure and deliver frozen, refrigerated & dry, processed USDA Commodity and/or commercial food products to VUSD Child Nutrition Central Kitchen. Delivery schedule will be determined by the CNS operations department based on their operational needs. For the 24/25 SY. Vista Unified School District served over 995,824 breakfast meals, over 1,763,366 lunch meals annually and over 245,619 supper meals annually.

All prices shall be “F.O.B. Destination”. Destination shall be to the delivery location below, Deliveries to be made on Tuesdays & Fridays between the hours of 5:30am. – 8:30 a.m.

Vista Unified School District
Child Nutrition Central Kitchen
4680 North Ave.
Oceanside, CA 92056

20. LIMITATIONS.

The District reserves the right in its absolute discretion to accept RFPs, or any part of the RFP, as deemed necessary for the best interest of the district. The District, however, reserves the right to reject any one or all RFPs, to waive any informality in the RFP. This RFP is not an offer by the District to contract with any party responding to this RFP. The District makes no guarantee that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The District shall, in no event, be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the services contract, if at all, is at the sole discretion of the District.

21. RESTRICTIONS ON LOBBYING AND CONTACT

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

22. METHOD OF PRICING AND COMPLETING RFP

Alternate RFPs will be rejected. RFPs stating “will negotiate” or “to be determined” or similarly vague language will be considered as non-responsive and will be subject to rejection of RFP

23. INSPECTION OF FACILITIES – EVALUATION

The District reserves the right to inspect the facilities of the bidder prior to award of the contract. The District may request to review the bidder’s current Hazard Analysis Critical Control Points (HACCP) food safety system for their facility in order to ensure optimum distribution practices. If the District determines after such inspection that the bidder is not capable of performance within the District’s standards, their bid will not be considered. The findings and decisions of the District shall be final.

24. FOOD DEFENSE

Bidder's distribution facility must be registered with the Food and Drug Administration and meet the requirements outlined in the public Health Security and Bioterrorism Preparedness and Response Act (Public law 107-188, Section 305). For further information, visit the FDA's official site at <http://www.fda.gov/Food/GuidanceRegulation/FoodFacilityRegistration/default.htm>. Failure to register prior to the close of the RFP shall result in the bidder's disqualification for contract award. Proof of Registration should be submitted with this RFP.

25. SAFETY AND SANITATION

Child Nutrition Services staff will only receive product that meets all food safety and sanitation requirements, therefore Child Nutrition Services staff may at any time:

- Inspect delivery vehicles for any signs of contamination.
- Check all expiration and "best if used" by dates and reject product with expiration dates less than one month from the date of delivery (unless agreed by District and awarded Bidder for specific items).
- Use thermometers to check temperatures.
- Accept product only at acceptable temperatures.
- Reject unacceptable items.

26. LIQUIDATION DAMAGES:

The District shall hold the successful bidder liable and responsible for all damages which may be sustained because of their failure to comply with any conditions herein. If the successful bidder fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful bidder. Cost accrued by the District for purchases resulting from a failure to perform shall be invoiced to the awarded bidder or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market price as at the time such purchase is made. In addition, a charge of \$50.00 will be assessed to cover administrative cost for processing of third party orders resulting from non-performances.

27. PROPOSERS CRITERIA FORM

The Bidder Criteria Form must be completed and submitted with the RFP.

28. PROPOSERS DISCLOSURE INFORMATION

All disclosure, certification and non-collusion forms and affidavits contained in this RFP must be completed and submitted with the RFP.

29. QUESTIONS PERTAINING TO RFP

Bidders are encouraged to contact the District's Senior Buyer in writing with pertinent questions or clarifications regarding the appropriate method of completing this RFP:

Purchasing Department
Vista Unified School District
1234 Arcadia Ave, Vista, CA 92084 – (760) 726-2170, ext. 92642
Email: josematavilla@vistausd.org

Required RFP Documents

Required RFP Documents Checklist

Distributors responding to this BID must follow the format in the section of Required Bid Documents. The following must be completed and submitted with the bid package:

1. Cover Letter (Note: Provide your own document.)	
2. Request for RFP Signature Page – RFP Proposal Form	
3. Non-Collusion Declaration	
4. Bidder Criteria Form	
5. Proof of Registration for PUBLIC Health Security and Bioterrorism Preparedness and Response Act.	
6. Equal Opportunity Employment Act	
7. Hazard Analysis Critical Control Point Plan (Provide your own document.)	
8. Disaster Contingency Plan (Provide your own document.)	
9. Food Security and Safety Program (Provide your own document.)	
10. Product Recall Program (Provide your own document.)	
11. Certification Regarding Lobbying	
12. Disclosure of Lobbying Activities	
13. Suspension and Debarment Certification, U.S. Department of Agriculture	
14. Iran Contracting Act Compliance Affidavit	
15. Certificates regarding drug-free work place & Alcoholic Beverage and Tobacco Free Campus Policy	
16. Worker's Compensation	
17. RFP Evaluation	
19. Mark-UP RFP and RFP Specification Market Basket	
20. Required Bid Documents Checklist (this form)	

Completed by: _____ Title: _____
 Signature _____ Date: _____

GENERAL CONDITIONS:**1. INDEMNIFICATION**

The Distributor shall maintain, or cause to be maintained, such insurances as will protect them and the District from claims under Worker's Compensating Acts, and such public liability insurance as will protect them and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under the contract, whether such operations be by themselves or by a subcontractor or anyone directly or indirectly employed by either of them.

The Distributor agrees to hold harmless, defend and to indemnify the District from every claim or demand which may be made by reason of:

- 1) Any injury to person or property sustained by the Distributor or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with their work, however caused; and
- 2) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor/Distributor or any other person, firm or corporation directly, or indirectly employed by them upon or in connection with their work, whether the said injury or damage occurs upon or adjacent to the work; the Distributor at their own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.
- 3) Distributor shall defend, indemnify, protect, and hold harmless Vista Unified School District and its agents, officers and employees from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor/Distributor's failure to comply with all of the requirements.

2. EXCUSE FOR NONPERFORMANCE – FORCE MAJEURE CLAUSE

The Distributor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing, in the customary manner by act of God, fire, strike, partial or total interruption of, loss facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the party not performing.

3. FINGERPRINT CLEARANCE (Not Required)

Under Education Code Section 45125.1, Distributor and its subcontractors shall ensure that all employees working with the Vista Unified School District obtain fingerprint background clearance through the California Department of Justice screening process: Distributor and its subcontractors will not place any person at a school whom has a conviction of a serious or violent felony as defined in Education Code Section 44830.1(c)(1), or sex offense as defined in Education Code Section 44010 or controlled substance offense as defined by Education Code Section 44011.

4. PRODUCT QUALITY CONTROL

The District reserves the right to discontinue service of all or any portion of any contract resulting from this RFP for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the contractor/distributor in default. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Processor's plant is located or by the applicable federal standards, whichever are higher.

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

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

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

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

5. PACKAGING

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged cases of packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

All packaging materials shall be FDA and NSF approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

6. APPLICABLE "BUY AMERICAN" PROVISIONS

Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, Distributors offering product and/or products ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased. Awarded Distributor/bidder must provide certificate of origins documents upon the Districts request of any product purchased under this agreement.

7. NUTRITIONAL INFORMATION AND LABELING

In order to accommodate the computerized menu system utilized by the Vista Unified School District, the successful Distributor shall be required to provide a complete nutrient analysis of some products, as requested by the VUSD. The nutrient information may be obtained from an independent laboratory.

The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg).

8. ALL PROCESSED FOODS SHOULD NOT CONTAIN ANY ARTIFICIAL TRANS FAT.

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

Awarded Distributor shall notify the Vista Unified School District whenever there is a product/ingredient change in any item provided to VUSD. If any product changes occur, new ingredient statements and nutritional information must be provided to the Vista Unified School District Child Services Department.

9. ASSIGNMENT

The Distributor shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

10. PREVAILING LAW

In the event of any conflict or ambiguity between a) the Instructions to Bidders, General Conditions, Specifications, Agreement, or any other document forming a part of this invitation for bids, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

11. ANTI-DISCRIMINATION

It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work.

USDA Nondiscrimination Statement

For all other FNS nutrition assistance programs, State or local agencies, and their sub-recipients must post the following Nondiscrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA

programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at:

http://www.ascr.usda.gov/complaint_filing_cust.html , and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

12. CERTIFICATION REGARDING SUSPENSION AND DEBARMENT, LOBBYING

Distributors who will perform more than \$100,000 in business with the District during the fiscal year must complete the **Suspension and Debarment Certification, U.S. Department of Agriculture and Certification Regarding Lobbying** (and, if applicable, **Disclosure of Lobbying Activities**) forms, included as a part of the bid package, prior to the signing of any contract. The District is prohibited from contracting with suppliers that are on the U.S. General Services Administration's Suspension and Debarment List. The Suspension and Debarment Certification is required to document that the supplier or any of its key employees have not been debarred, proposed for debarment, or suspended by a Federal Agency. Additionally, the District is required to obtain information from the Distributor regarding lobbying activities.

If the debarment/suspension occurs during the term of the contract, the District will not exercise its right to renew under the contract conditions.

13. GOVERNING LAW AND VENUE

In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

14. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Distributor shall maintain during the life of the contract, Public Liability and Property Damage Insurance to protect them and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. The minimum amounts of such insurance shall be as follows:

General Liability

Comprehensive Form +
Products/Completed Operations

Bodily Injury and
Property Damage Combined \$5,000,000.00

Auto Liability

Comprehensive Form Owned,
Non-owned, Hired

Bodily Injury and
Property Damage Combined \$2,000,000.00

Failure to take out or maintain the required insurance and furnish acceptable evidence thereof may result in termination of this contract. Contractor will provide certificate of coverage naming District as additional insured.

15. CREDIT MEMOS

The Distributor's delivery driver shall provide a credit at the time of delivery for all merchandise short on delivery or sign packing list acknowledging shortage, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the District's Child Nutrition Services Accounting Department.

16. INVOICE AND BILLING PERIOD

The billing period shall begin on the first day of each week (Monday) and shall end on the last day of each week (Friday).

All original invoices shall include the following information:

1. Distributor's name, address, and telephone number
2. Distributor's invoice number and date
3. Designated line for District signature
4. Ship to address
5. Product description
6. Product quantity for each item ordered
7. Unit and extended price for each item on order
8. Total price of order/invoice
9. Invoice in duplicate

The Distributor will be paid in accordance with payment terms herein upon receipt of summary invoices for previous month's billing period. Deliveries for the last day of the billing period must be included on the summary invoice for that billing period. Separate summary invoices shall be rendered for each school, with the school number prefacing the name. For prompt payment, billing must be accurate in all details, and invoices must be submitted to:

Vista Unified School District
Child Nutrition Services, Accounting Department
4680 North Ave, Oceanside, CA 92056

The summary invoices with the corresponding delivery documents attached must be received in the District Child Nutrition Services Accounting Department within five working days after the weekly billing period in order to facilitate payment.

17. MULTI YEAR EXTENSION

Pursuant to Education Code, Section 39644 and 81644, this bid may be extended for an additional two (2) years. The extension may be granted on a year by year basis provided that the following conditions are being met:

- a. The Director of Child Nutrition Services has deemed the products and services of the supplier satisfactory.
- b. The Supplier shall submit a list of the price increases for the next fiscal year (July 1st to June 30th) by the last business day in March (90 days prior).
- c. The percentage of price increase for products are at or below the consumer price increases for "**All Urban Consumers**" Database Series for the statistical area of "**US City Average**" from the category "**SEFV- Food Away From Home**" as listed on the Bureau of Labor Statistics (BLS) web site (<http://www.bls.gov/data/>). The Supplier may use the preceding twelve (12) months, March to February, or the preceding twelve (12) months April to March, depending on the most recent months listed on the web site two weeks prior to submittal of price increases. Supplier may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the Director of Child Nutrition Services.

The following documents must be resubmitted with each request for contract extension.

- d. Documents of Insurance Coverage, (General Conditions, Item #14)
- e. Current Health Inspection Report
- f. Disclosure of Lobbying Form
- g. Certification Regarding Lobbying Form
- h. Iran Contracting Act

18. ESCALATION: The successful bidder shall agree to negotiate any price changes it requests and to supply the District with adequate pertinent documentation to support any price change requested. Vendors should note that no price changes will be effective until the District has accepted the request for the price change, with supporting documentation. Until the change has been accepted, the vendor must continue to provide service with the original bid price, terms and conditions.

19. DE-ESCALATON: In the event that a vendor with a current contract as a result of a bid wish to REDUCE the price of an item or items, the District reserves the right to accept the price reduction effective with the offer to reduce rather than wait for approval.

20. RIGHT TO AUDIT: The Distributor shall submit to third party audits and/or inspections initiated by Vista Unified School District during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Distributors must take step to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

AGREEMENT

THIS AGREEMENT, made and entered into this day ____ of ____, 2026, by and between the Vista Unified School District, San Diego County, California, hereinafter called the District, and hereinafter called the Contractor for the _____

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

1. THE CONTRACT DOCUMENTS: The complete contract consists of the following documents: The Notice to Bidders, the Information to Bidders, the Accepted Bid, the General Specifications, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. SERVICES, MATERIALS AND SUPPLIES: The contractor agrees to furnish the service or services, the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. Vista Unified School District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective district. It is understood by the Contractor that all items or service will be promptly delivered to the District.

3. PAYMENTS. The contractor shall submit an itemized invoice in duplicate of materials and services at the delivery point and at the time the delivery is made. District shall pay contractor the full amount of each invoice within thirty (30) days of receipt. Contractor shall furnish District with a recap of items upon request.

4. TERMINATION FOR DEFAULT: If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, or with the required documentation, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

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

5. TERMINATION OF AGREEMENT WITHOUT CAUSE. DISTRICT may terminate this Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services

satisfactory rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the DISTRICT

6. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION

THEREOF: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

7. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

8. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and Bond (if required). The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

9. SAVE HARMLESS CLAUSE: The Contractor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this contract.

10. THE DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District.

11. REMOVAL OF REJECTED ITEMS: All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

12. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence

is presented to the other party, provided that it is also established that the nonperformance is not due in part to the fault or neglect of the party not performing.

13. ASSIGNMENT OF CONTRACT: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

14. ATTORNEYS' FEES: If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.

15. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, AND/OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District.

16. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Specifications. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor. The contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

17. FUEL SURCHARGES

Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

18. ORDER CONDITIONS

The Vista Unified School District shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

21. VEHICLE DELIVERY CONDITIONS

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

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

Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Ice cream should be received at 8°F or lower.

Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 40°F or lower.

Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings.

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

22. INFERIOR PRODUCT

The Distributor agrees to permit inspection of the delivered items by the Vista Unified School District with the right of rejection of inferior merchandise. The Vista Unified School District's decision shall be final.

23. DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS

Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer's products and code numbers as requested by the Vista Unified School District unless prior approval has been received to deliver alternate products. The Vista Unified School District will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case.

If the desired product is absolutely not available for any reason, the Vista Unified School District shall be notified at least 7 working days in advance and the Vista Unified School District shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the VUSD. When substitutions do occur, Distributor shall adjust ordering quantity to meet original orders and provide nutritional statements and ingredient listings of the replacement product.

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

24. DELIVERIES

The successful Distributor will make mutually acceptable delivery time options available for Vista Unified School District. The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required.

Once a mutually agreed upon delivery schedule is established between the Distributor and the Vista Unified School District, timely delivery of all orders is expected. If the Distributor is unable to meet confirmed delivery schedule(s), as agreed upon, the District will issue **two written warnings**. Then after a one (1) hour grace period, **the District reserves the right to assess a penalty payment to the Distributor for each instance in the amount of \$100.00 per late delivery**, and deduct from the Distributor's invoice the penalty payment. The District reserves the right to refuse a late

delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption to service.

If, at any time, a delivery cannot be made within one (1) hour of scheduled time, the Supplier/Driver must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Supplier's expense. Frequent occurrences may result in cancellation of the Contract. **The District shall be entitled to bill/deduct from payments to the Vendor the rate of \$50.00, only after two written warnings have been given, per hour per delivery for any and all late deliveries.**

The Distributor must guarantee a 95% fill rate for all District orders. For any District order, if the Distributor is unable to perform under the terms of the Contract, or if it fails to deliver any items ordered within the prescribed timelines, the District reserves the right to cancel any order(s) or purchase the item(s) on the open market, and to request and receive payment from the Distributor for the difference between the contract price and the price the District pays on the open market.

23. ADDITIONAL REQUIREMENTS

The District will provide a menu, which will include all items required, at least one month in advance to allow awarded proposers time to prepare inventory to meet requirements below:

- a) The distributor must have an established "net-off invoice" billing system in place to pass-thru the value of commodities and must show invoice cost.
- b) The Distributor must have the ability to deliver ALL processed commodities and/or non-commodity items with a 2 week lead-time. As stated above, the District will provide a menu and list of items to be needed at least a month in advance.
- c) The Distributor must stock "fee for service" and "modified fee for service" processed commodities and be prepared to deliver those processed commodities with a 2 week lead-time to coincide with the 2 week lead-time for non-commodity products. As stated above, the District will provide a menu and list of items to be needed at least a month in advance.
- d) The Distributor must have an automatic rebate system in place to efficiently handle automatic rebate programs as offered by manufacturers and must submit an outline of such program with RFP.
- e) The District prefers an active website which allows on-line ordering and reporting. Vista Unified would like access to sales reports, commodity balances, and commodity reports via said website.
- f) The District will provide a forecast one month in advance to allow enough time for product procurement. Once the contract is awarded, the District will work with awarded supplier to set up best process for forecast delivery.
- g) At delivery time, drivers must wear a mask at all times while on District property and District must be informed if a person who was on District property tests positive for COVID19. This will remain in place until District's COVID19 guidelines are revised.

24. CONDITIONAL RPF: The District reserves the right to reject any RFP which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

CONTRACTOR:

DISTRICT:

Vista Unified School District

By _____ By Dr. Shawn T. Loescher

Title _____ Title: Assistant Superintendent Business Services

Date: _____ Date: _____

Governing Board Date _____

(Corporate Seal)

BIDDER CRITERIA FORM

The Vista Unified School District requires that the successful bidder meet the following minimum requirements:

- In business for minimum of 5 years: Yes _____ No _____
- Must maintain a warehouse/distribution center within a 200-mile radius of the delivery points of the District. Address: _____

Please provide three current school district or restaurant references:

A. Agency Name: _____
Address: _____
Contact Person: _____
Telephone Number: _____
Number of Deliveries per year: _____

B. Agency Name: _____
Address: _____
Contact Person: _____
Telephone Number: _____
Number of Deliveries per year: _____

C. Agency Name: _____
Address: _____
Contact Person: _____
Telephone Number: _____
Number of Deliveries per year: _____

Name of Preparer

Title

Signature of Preparer

Date

By signing this form, you are verifying that your company meets the requirements stated above

Vista Unified School District

**CERTIFICATIONS TO BE
SUBMITTED WITH
AGREEMENT**

EQUAL OPPORTUNITY EMPLOYMENT ACT OF 1975

The Vista Unified School District policy is in firm support of the provisions of the Equal Opportunity Act of 1975. We, therefore, must be assured by the successful contractor in this quotation that he is an equal opportunity employer according to the provision of the act. We, therefore, require the following certification by each successful bidder as a part of the contract documents:

CERTIFICATE

I/We hereby certify that the _____

_____(Company)

is an equal opportunity employer as defined in the Equal Opportunity Act of 1975.

Upon request by the Superintendent or the Superintendent's Designee of the Vista Unified School District, we will show proof that our employment practices do meet in every respect the requirements of the Equal Opportunity Act of 1975.

California Department of Education
PRU 12

Procurement Resources Unit
March 2019

Attachment I: Certification Regarding Lobbying

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

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

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

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIEDBY:
(type or print)

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 _____ 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 ACTIVITIES**

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

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

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

**California Department of Education
PRU 11**

**Nutrition Services Division
April 2019**

Debarment, Suspension, and Other Responsibility Matters

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

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

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

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

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

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

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

Participant or Respondent Company Name
Project Name

Award Number, Contract Number, or

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

Signature(s)

Date

**IRAN CONTRACTING ACT
CERTIFICATION OF ELIGILITY TO BID FOR CONTRACTS OF \$ 1 MILLION OR
MORE**

(Public Contract Code sections 2202-2208)

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

To comply with this requirement, please insert your supplier or financial institution name and Federal ID

Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

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

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

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

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

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

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

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

DATE: _____

CONTRACTOR

By: _____
Signature

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

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

DATE: _____

CONTRACTOR

By: _____
Signature

Contractor's Certificate Regarding Worker's Compensation

(To be Executed by Supplier and Submitted with Bid)

Labor Code section 3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this 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 section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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 work of this contract.

Signature of Authorized Representative

Type Name of Above

Title of Authorized Representative

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

BID FORM-SPECIFICATIONS

Vista Unified School District

VISTA UNIFIED SCHOOL DISTRICT	92056
Zip Code of delivery site:	
Estimated Breakfast Meals Served Annually	995,824
Estimated Lunch Meals Served Annually	1,763,366
Estimated Supper Annually	245,619
Use a Cycle Menu?	Yes
Number of Delivery site(s)	1
Preferred Delivery Days	Tuesday, Friday
Preferred Time of Delivery	5:30am to 8:30am

RFP EVALUATION

Evaluation of Firms: All responses will be scored using this evaluation sheet. A minimum score of 80% is required to be awarded the contract.

Supplier Name: _____

1. Location/Accessibility	Write in:	Max. Pts.
Supplier's location - Write in city and county of headquarters, local office, warehouse, whichever is closest		10
Is supplier an approved distributor of the Super Co-Op? Will supplier be able to provide items in Super Co-Op Market Basket?		10
2. Competency	Write in:	Max. Pts.
Supplier's number of years' experience in providing Frozen, Refrigerated, Processed Commodity and Dry Products		20
Identify the number of K-12 organizations, with greater than 10,000 students, the supplier is currently working for		10
Firm's "fill rate" percentage		10
3. Discounts Offered / Delivery Minimums	Write in:	Max. Pts.
Does supplier offer discounts/offers, if so, please explain?		10
Is there a delivery minimum, if so, please explain?		10
4. Claims, Lawsuits, Arbitrations	Write in:	Max. Pts.
Identify the number damage claims filed by Firm by a client in the past 3 years		5
Identify if you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a public project during the past three years		5
Has your organization been terminated from a district in the last two years?		10

MARK-UP RFP SECTION

1. Is your firm willing to accept an award as a backup distributor when offered? Yes ____ No ____.
2. List the distributor's charge for delivery services on items listed on the Super Co-Op market basket (specify if mark-up is different than commodity service fee charge).
 - a. Frozen: _____ % markup per case for single site delivery
 - b. Refrigerated: _____ % markup per case for single site delivery
 - c. Dry: _____ % markup per case for single site deliver.
3. For items not listed on the Super Co-Op piggyback, provide % markup from manufacturer costs/prices. VUSD may select items from various manufacturers.
_____% markup per case for single site deliver.
4. Outline any discount term or payment options available: _____

Submitted by: _____ Title: _____

Signature: _____ Date: _____

MUST BE SUBMITTED WITH RFP.