CUPERTINO UNION SCHOOL DISTRICT

PURCHASING/WAREHOUSE DEPARTMENT

10301 Vista Drive
Cupertino, CA 95014

RFP NO. 26-B17-13

Purchase and Delivery of Fresh Pizza

for Nutrition Services

DATE DUE: April 30, 2026 @ 1:00 PM

Date	Activity
April 13, 2026	Distribution of RFP
April 13 & April 20, 2026	Advertise RFP
April 23, 2026 at 3:00 p.m.	Deadline for Submitting Questions
April 30, 2026 at 1:00 p.m.	RFP Due
May 28, 2026	Award of Contract

By: Dana Ino
Director, Business Services

NOTICE OF REQUEST FOR PROPOSALS

RFP No. 26-B17-13

Notice is hereby given that the Cupertino Union School District will receive sealed Request for Proposals (RFPs) for the procurement of the following:

Purchase and Delivery of Fresh Pizza

RFPs must be received prior to **1:00 p.m. PST on April 30, 2026**. RFPs must be submitted in a sealed envelope, with original signatures, marked with the RFP number and title, and returned to:

Attn: Dana Ino
Purchasing & Warehouse Department, Door 10
Cupertino Union School District
10301 Vista Drive
Cupertino, CA 95014

Proposers are responsible for making certain that quotations are received by the proper date and time, include one soft copy in EXCEL format ONLY; data storage devices are non-returnable.. RFPs received after the scheduled Submittal Deadline will be returned unopened. **Facsimile (FAX) copies of the proposal will not be accepted.** It is the responsibility of the Proposer to see that any proposals submitted shall have sufficient time to be received by the Director of Business Services before the RFP Submittal Deadline. Late RFPs will be returned to the Proposer unopened.

The District reserves the right to accept or reject any or all proposals or any combination thereof, and to waive any informality in the RFP process.

Companies interested in proposing may access RFP information online at the District's purchasing website: https://www.cusdk8.org/departments/purchasing/bid-opportunities or by emailing Nicole Meschi in Nutrition Services (SNS) at meschi_nicole@cusdk8.org.

Dana Ino
Director, Business Services

REQUEST FOR PROPOSAL SIGNATURE PAGE

To Be Submitted with Proposal

By signing this, I certify that I am an authorized representative of the Vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the Vendor.	
Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Email Address	
Complete Mailing Address	
City, State, Zip	
Phone Number	
Date	
Minimum Dollar Amount for Delivery	$
☐	**Check if no minimum dollar amount for delivery is required**
Minimum Amount for Delivery	
☐	**Check if no minimum case amount for delivery is required**

PROPOSER CHECKLIST

This checklist is provided as a convenience to assist proposers in ensuring that a complete quotation package is returned. It is not represented as being comprehensive and compliance therewith does not relieve the Proposer of responsibility for compliance with any requirements which may not be mentioned specifically in this checklist. Completed original documents are required; fax or email documents will not be accepted.

All of the listed items must be fully completed and returned to constitute a complete quotation package. It is not necessary to return the checklist with the Proposal.

Check ✔	Page(s)	***Return completed hard copy with original signature.***
	3	Request for Proposal Signature Page
	29	Vendor Questionnaire
	30	References
	31	Noncollusion Declaration
	32	Proposer's Statement Regarding Insurance Coverage
	33	Workers' Compensation Insurance Certificate
	34-36	Certification Regarding Lobbying
	37	Fingerprint Clearance Certification
	38	Equal Opportunity Employment
	39	Debarment, Suspension, and other Responsibility Matters
	40	Prohibition on Poultry Products Imported from the People's Republic of China
	41	Drug and Alcohol Free Schools Certification
	42	Tobacco-Free Environment Certification
	43-44	Drug-Free Workplace Certification
	45-46	Clean Air and Water Certification
	47-48	Buy American Certification
	Separate Excel Document	Itemized Bid Sheet *Return completed Excel spreadsheet in Excel format on data storage device, which will not be returned*
		Samples & Product Formulation Statements Must be delivered on **Friday, May 1, 2026 at 11:30 AM**
		Addenda *Return any addenda released, following instructions on each document.*

OVERVIEW OF REQUIREMENTS

The Cupertino Union School District (hereinafter "the District") seeks to retain a qualified Vendor to provide fresh pizza, as specified herein, for the Cupertino Union School District Nutrition Services department.

Below are the details of the expectations upon receiving the award of contract. Successful Bidder must understand and agree to the following levels of service if they are to enter into an agreement with Cupertino Union School District.

The initial term of this RFP shall be for a period of one (1) year beginning July 1, 2026, through June 30, 2027, with the possibility of two (2) one (1) year extensions.

- Failure to meet these specifications shall entitle the District to cancel the contract with 30 days' notice.

- The Vendor will furnish and deliver cooked, hot pizza based on orders provided by the school site. All pizzas must have an internal temperature of at least 135 F. Products that do not meet the internal temperature of at least 135 F will be rejected and not be billed for compensation by the District.

- The Vendor will deliver cooked 16" whole pizza rounds fully cut into 8 equal slices and in food grade boxes printed with the company logo. Unequal/smaller than equal size slices will be removed and returned for full credit.

- The Vendor will ensure each 16" pizza contains a minimum of 16 oz. of cheese and the crust is at least 51% whole grain rich. Each slice of pizza must contain at least 2 oz. of cheese.

- The Vendor will deliver the pizzas hot and ready to serve to the school site no earlier or later than 30 minutes prior to the specific site's lunch service.

- HACCP Plan or Food Security and Safety Program – Distributor shall follow appropriate handling and storage practices. This will include providing proof of established sanitation procedures and an active pest control program to assure proper information if requested.

  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 Santa Clara or local city/county agency in which product was produced, state of California, and/or federal government, whichever is higher.

  In the event of a product contamination issue, the distributor shall provide trace-back capabilities for all products to the point of origin.

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

- In the event deliveries are not made, which results in loss of reimbursement funds for the District's meal programs, upon satisfactory agreement between the awarded Proposer and the District, the District will deduct the total lost reimbursement from the supplier's current invoices.

- Advanced approval by the Director of Nutrition Services must be obtained prior to substitutions being made. Items substituted must be priced as the same as the item the District would normally receive.

- Quarterly, the successful Proposer shall submit a complete listing with usages of all product purchased by the District.

- All invoices and statements shall be sent to: Cupertino Union School District, 10301 Vista Drive, Cupertino, CA 95014, and Attention: Nutrition Services.

- The District reserves the right to add or delete product, increase or decrease amounts, add or delete site locations.

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

- In the event of a product contamination issue, the Distributor shall provide trace back capabilities for all products to the point of origin.

- During all stages of processing, distribution, storage and delivery, products shall be kept in an environment to maintain freshness, quality, shelf life and nutritional value and in accordance with the current U.S. Department of Agriculture guidelines and food handling practices.

PLACING ORDERS

District staff may place orders via paper order form, telephone, email or online ordering system.

1. All orders will be processed as ordered.
2. Orders will be subject to adjustment.
3. All order discrepancies will be handled between the Nutrition Services and Vendor.
4. Credit memos will be included and must have all the information from the original order.

DELIVERY

Deliveries shall be required at the following locations, times, and frequencies. Upon award of bid, the Provisioner shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules.

- All goods will be delivered Monday through Friday in accordance with the delivery schedule set by the District. All goods must be delivered in good condition.

- All pizzas must have an internal temperature of at least 135 F. Products that do not meet the internal temperature of at least 135 F will be rejected and not be billed for compensation by the District.

- All deliveries will be at minimum one time per week to the locations listed below. Vendors must be available to make additional deliveries in the week if needed.

- The Vendor will deliver the pizzas hot and ready to serve to the school site no earlier or later than 30 minutes prior to the specific site's lunch service.

- Sufficient time must be allowed at the time of delivery for adequate inspections of the product for quantity and quality. The District reserves the right to reject products delivered in error, not delivered according to specifications, or sub-standard quality or past peak ripeness.

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

- Advanced approval by the Director of Nutrition Services must be obtained prior to substitutions being made. Items substituted must be priced as the same as the item the District would normally receive.
- Deliveries shall be required at the location listed below.

Delivery Locations

	Location	Address	City, Zip Code	Delivery Times
1	Cupertino Middle School	1650 S. Bernardo Avenue	Sunnyvale, 94087	11:15 am
2	Hyde Middle School	19325 Bollinger Road	Cupertino, 95014	11:15 am
3	Kennedy Middle School	821 Bubb Road	Cupertino, 95014	11:45 am
4	Lawson Middle School	10401 Vista Drive	Cupertino, 95014	11:45 am
5	Miller Middle School	6151 Rainbow Drive	San Jose, 95129	11:00 am
6	McAuliffe Elementary School	12211 Titus Avenue	Saratoga, 95070	11:00 am

CONTACT INFORMATION: Please utilize the following contact information for the purposes of administration of this Proposal and resulting contract.

School District	Cupertino Union School District Nutrition Services
Mailing Address	10301 Vista Drive Cupertino, CA 95014
Nutrition Services Director Name	Nicole Meschi
Email	meschi_nicole@cusdk8.org
Phone	(408) 252-3000 ext. 61301
Accounts Payable Name	Seema Parikh
Email	parikh_seema@cusdk8.org
Phone	(408) 252-3000 ext. 61303

INSTRUCTIONS TO PROPOSERS

RULES FOR SUBMITTING RFPs

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

RFPs – To receive consideration, RFPs shall be made in accordance with the following instructions:

Deadline for Receipt of RFPs – RFPs will be received prior to **1:00 p.m. PST on April 30, 2026**, after which time RFPs will be opened and checked for completeness. Envelopes containing an RFP must be sealed, prominently marked with the RFP number, RFP title, and name of Proposer, and submitted to:

Cupertino Union School District
Purchasing & Warehouse Department, Door 10
Attn: Dana Ino
10301 Vista Drive
Cupertino, CA 95014

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

THE RFP – All items on the "itemized bid form" should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. **Unsigned RFPs will not be accepted.**

"FAX" RFPs – Facsimile copies of RFPs will **not be accepted for formal advertised RFPs.**

RESPONSIBILITY – Proposers are solely responsible for ensuring their proposal is received by the Cupertino Union School District in accordance with the solicitation requirements before the date and time specified in the RFP, and at the place specified. The Cupertino Union School District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery.

PRICES – Price and notations must be typed as instructed on the "Itemized Bid Sheet" Excel document.

Prices shall be stated in units and quotations made separately on each item. Where there is a conflict between unit prices and extended prices, unit prices will govern. Where there is a conflict between words and figures, words will govern.

If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices

which may, for comparable quality and delivery be given by the Vendor to any other school district or any other state, county, municipal, or local governmental agency in Santa Clara County for products listed herein.

INK OR TYPEWRITTEN – All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the quote.

ITEMIZED BID SHEET –

- Prices must be submitted on the "Itemized Bid Sheet" supplied by the District.
- A hard copy of the "Itemized Bid Sheet" document must be submitted with the RFP.
- A soft copy of the "Itemized Bid Sheet" document must be saved on a data storage device and submitted with the RFP.
- The soft copy must be in Excel format only, no other file types will be accepted.
- This data storage device will not be returned.

EVALUATION CRITERIA -

Following receipt of Proposals, Proposers shall be ranked based on the following criteria:

Evaluation Criteria	Maximum Points
Price	50
Vendor Questionnaire	30
References and Past Performance	20
Food Scorecard	20
Total Possible Points	**120**

- **Price**- Proposals with the lowest cost will be assigned the highest points.

- **Vendor Questionnaire** - Each question is worth 3 points. A proportional amount of points will be awarded based on the desired responses provided.
    - 3 points - provided a clear, concise answer that highlighted the areas of experience or expertise
    - 2 points - addressed the question, but did not expand on answer
    - 1 point - answer was too vague or did not answer the question

- **References and Past Performance** - Proposals with two school district references that prove the ability to provide excellent service and excellent past performance with the District will receive the highest points.. Proposals with less than two school district references will receive zero points.

- **Food Scorecard -** Total points based on the combined points scores from the food tasting scorecard will be assigned.

Food Scorecard		
Points of Item to Overall Score	**Item Being Scored**	**Evaluation Criteria**
5	Flavor	Product will be evaluated for flavor that will be appealing to students
5	Appearance	Product will be evaluated for product appearance that will be appealing to students
5	Aroma	Product will be evaluated on aroma smell that will be appealing to students
5	Texture	Product will be evaluated on texture which is soft, chewy, easy to consume, and palatable that will be appealing to students
20 Points	**Total**	

Each Proposal will be evaluated on criteria and priorities define by the District, with specific attention to those features, functional, and technical aspects notes for each section. The District's evaluation panel will award the contract based on the prospective Vendor submission that best meets the needs of the District with regard to the RFP specifications contained herein.

SAMPLE & PRODUCT FORMULATION STATEMENT REQUIREMENT - A sample is required of each item listed below for evaluation and taste testing. Samples shall be furnished free of cost to the District.

- One 16" 51% whole grain rich cheese pizza round, cut into 8 equal slices.
  - Product formula statement documenting meat/meat alternatives and grains.
- One 16" 51% whole grain rich pepperoni pizza round, cut into 8 equal slices.
  - Product formula statement documenting meat/meat alternatives and grains.
- One 16" 51% whole grain rich cheese pizza round, cut into 10 equal slices.
  - Product formula statement documenting meat/meat alternatives and grains.
- Proposers shall provide the sample exactly as each would be provided to the District under the Agreement, and exactly as if the pizzas were going to a school site.
- The District reserves the right to reject the RFP of any Proposers failing to submit samples as requested.
- Requested samples which cannot be provided at that time may not be considered for award.
- Samples will be delivered on **Friday, May 1, 2026 at 11:30 AM** to:

Cupertino Union School District

Nutrition Services Office
10301 Vista Drive
Cupertino, CA 95014

QUESTIONS REGARDING PRODUCT SPECIFICATIONS OR DELIVERY – Contact the District Director of Business Services, Dana Ino, by email: ino_dana@cusdk8.org or by phone: 408-252-3000 x 61493.

INFORMED PROPOSERS – Before submitting prices, Proposers must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at Proposers' own risk, and they cannot secure relief on the plea of error.

EXTENSION OF DATE DUE AND/OR TIME – The District reserves the right to extend the date due and/or time when it is in the best interest of the District.

BRAND NAMES – Manufacturers' names, trade names, brand names, manufacture numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

BRAND SUBSTITUTIONS – Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the Proposer to indicate the brand names and manufacture item numbers, and to provide evidence of the equality of the items to the products specified in the solicitation. The Cupertino Union School District will be the sole judge of whether such alternates are equivalent to the items specified. The Cupertino Union School District reserves the right to waive immaterial variations in the specifications.

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, the District, to 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 the District working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Food Services Department (CNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

The Buy American provision applies to the District located in the forty-eight contiguous United States and is one of the procurement standards the District's 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 District.

For products procured by the District for use in the school nutrition programs using nonprofit food service account funds, the product's food component is considered the agricultural commodity. FNS defines food component as one of the food groups which comprises reimbursable meals. The food components are:
Meats and meat alternates
Grains
Vegetables
Fruits
Fluid milk
Note: See 7 CFR 210.2 contains full definitions.

Any product processed by a winning vendor must contain over 51 percent of the product's food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

For all procurement transactions for food when funds are used from the nonprofit food service account, whether directly by the District or on its behalf, procurement transactions must comply with the Buy American provision. Implementation of the Buy American provision should be done by: including Buy American in documented procurement procedures, state agency prototypes documents, and all procurement solicitations and contracts; including domestic requirements in bid specifications; contract monitoring; and verifying cost and availability of domestic and nondomestic foods using data in the USDA Agricultural Marketing Service's (AMS) weekly market report (https://www.ams.usda.gov/market-news).

The USDA codified in regulations the two limited exceptions when non-domestic foods may be purchased by the District. USDA also added to the first exception the option to use the 48 CFR 25.104 Nonavailable articles list, as a list of excepted items.

The final rule codifies the two limited exceptions as follows:

- The product is listed on the Federal Acquisitions Regulations Nonavailable articles list and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a domestic product are significantly higher than the non-domestic product.

The District complies with the California Food and Agriculture Code (FAC) 58596.3, requirement that schools that receive $1 million or more annually in federal school nutrition program reimbursement to solicit bids for the purchase of an agricultural food product to include in their solicitation for bids and contracts that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless any of the following applies:

- The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
- The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced nondomestically.
- The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the Local Agency.

The USDA established in regulations a new threshold for school food authorities that use exceptions. The limit on the percentage of total commercial food costs from non- domestic foods will be phased in over seven school years.

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

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, the request must be submitted in writing to a designated official, a minimum of 30 days in advance of delivery.** The request must include the:

(1) 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.

(2) Reason for exception: 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.

SFAs may document exceptions by maintaining records of communications between them and their food supplier; this may include emails, documentation of telephone communications, etc. The documentation must be maintained for review by the State agency during procurement reviews of local agency procurement practices.

One resource SFAs and State agencies may use in order to document exceptions is the market news reports available from AMS. AMS provides free, unbiased price and sales information on farm commodities at: https://www.ams.usda.gov/market-news. Using this website, SFAs and State agencies can find third-party verification of cost and availability of domestic and nondomestic foods. Further, SFAs may use the information to communicate alternatives with food suppliers and document purchase decisions.

Regulations require the District to maintain documentation to demonstrate the use of exceptions. Items found on the Federal Acquisitions Regulations (FAR) 25.104 Nonavailable articles list (https://www.acquisition.gov/far/25.104), are exempt from the documentation requirement, but these items must be counted toward the cap on non-domestic purchases when that goes into effect.

The USDA developed an optional Buy American Standard Tracking Form Template that the District can use to track both the exceptions and costs related to non-domestic product purchases. When the District's Program Operators purchases a product found on the FAR 25.104 Nonavailable articles list (https://www.acquisition.gov/far/25.104), this must be included on the tracker for the purpose of accurately tracking total non-domestic costs. The CDE encourages the use of the Buy American Tracking Form Template to document the use of exceptions to purchase non-domestic foods under the Buy American provision. The Buy American Standard Tracking Form is available in the CNIPS, Download Forms, Form ID PRU 10.

Documentation must be on file for at least the current year plus three years and must be made available during an on-site administrative review and an off-site procurement review.

CALIFORNIA AGRICULTURE PRODUCTS PURCHASING REQUIREMENTS – Per California Food and Agriculture Code (FAC), Section 58595(c), our District must purchase Agricultural Food Products Grown in California before foods grown outside the state when both of the following are met:

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

CALIFORNIA FARM ANIMAL CONFINEMENT (PROP 12) – Effective September 1, 2022, the California Department of Food and Agriculture (CDFA), Animal Health and Food Safety Services, adopted Title 3, California Code of Regulations (3 CCR), sections 1320-1326, which are related to Proposition 12 (2018), the Farm Animal Confinement Initiative.

Proposition 12 amended the Health and Safety Code to require that veal calves, breeding pigs, and egg laying hens be housed in confinement systems that comply with specific minimum standards for freedom of movement, cage-free designation, and minimum floor space. All procurement transactions (excluding USDA foods) for food purchases must be compliant with Proposition 12. Proposers will be asked to provide verification of compliance.

CLEAN AIR AND WATER ACTS – Proposers shall comply with all mandatory standards and policies relating to energy efficiency contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act. , including:

- Section 306 of Clean Air Act (42 U.S.C. 1847(h)):
- Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 1173

LOCALLY GROWN AND PRODUCED PRODUCTS – The District prefers locally grown products whenever possible and has a goal of procuring, at minimum, 30% locally grown and produced. The District's definition of local includes two tiers: 1) Grown within a 250-mile radius from Cupertino, 2) Grown within the state of California. If California or U.S.-grown product is not available in sufficient quantities to provide affordability, then only products inspected and approved by USDA is acceptable, and must be approved by the Director of Nutrition Services.

SOLICITATION PROTEST PROCEDURES: Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.

a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.

b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.

c. The protest must refer to the specific portions of all documents that form the basis for the protest.

d. The protest must include the name, address and telephone number of the person representing the protesting party.

e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

TERMS AND CONDITIONS

ADDENDUM – Any and all changes to this contract must be made in writing and agreed to by the Cupertino Union School District. Performance by the Vendor will be considered agreement with the terms of this contract.

AGREEMENT –Submission of a signed quote will be interpreted to mean Proposer hereby agrees to all the terms and conditions set forth in all the pages of this RFP. Proposer's signed quote and District's written acceptance or purchase order shall constitute a contract.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS – Successful Proposer may not assign, transfer, or sell any rights or obligations resulting from this RFP without first obtaining the specific written consent of the Cupertino Union School District.

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

AUTHORITY OF THE CUPERTINO UNION SCHOOL DISTRICT – Subject to the power and authority of the Cupertino Union School District as provided by law in this contract, the Cupertino Union School District shall in all cases determine the quantity, quality, and acceptability of the materials and supplies for which payment is to be made under this contract. The Cupertino Union School District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the Vendor hereunder.

AUTHORIZED DISTRIBUTOR – Successful Proposer must be an Authorized Distributor for the product offered, or with Proposer's quote, Proposer must submit documentation from an authorized distributor from whom Proposer has purchased the specified materials or equipment. Said documentation must state that the distributor will honor all manufacturers' warranties.

AWARD – The District intends to award a one (1) year contract with the possibility of two (2) one (1) year extensions to the Proposer offering the most advantageous proposal after consideration of the Evaluation Criteria. The District will evaluate all proposals received in accordance with the Evaluation Criteria. The Cupertino Union School District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the Cupertino Union School District after all factors have been evaluated.

A Proposer must be able to deliver the items within the required delivery date in order to be declared responsive to this RFP. The District reserves the right to make no award at all, reserves the right to reject any and all quotes, and to waive any irregularity or discrepancy associated with this RFP.

Unsolicited services or incentives offered as part of the Proposal response will NOT be evaluated or considered in the award process.

The District reserves the right of determination that items quoted meet or do not meet RFP specifications. Contract will be awarded to the most responsive and responsible Proposer based on criteria described in this RFP. Further, the District reserves the right to accept or reject any or all quotes and to waive any informality in the RFP. The award of this bid may be made to a single or multiple responsive and responsible bidder who meets the terms and conditions of the bid.

Response will be considered acceptance of this term. Cupertino Union School District reserves the right to make an award based on partial items.

AWARD RESULTS – A recap of items awarded will be posted on the District website at https://www.cusdk8.org/departments/purchasing/bid-opportunities, within a reasonable time after the Date Due.

CANCELLATION OF CONTRACT –The Cupertino Union School District may cancel this contract without cause at any time by giving thirty (30) days' written notice to the supplier/Vendor. The Cupertino Union School District may cancel this contract with cause at any time by giving ten (10) days' written notice to the supplier/Vendor. Cancellation for cause shall be at the discretion of the Cupertino Union School District and shall be, but is not limited to, failure to supply the materials, equipment, or service specified within the time allowed or within the terms, conditions, or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the District.

CANCELLATION OF SOLICITATION – The Cupertino Union School District may cancel this solicitation at any time.

CERTIFICATIONS, PERMITS, AND LICENSES – Vendor represents and warrants to District that Vendor and Vendor's Parties have in effect and shall maintain in full force throughout the term of the contract all licenses, credentials, permits and any other legal qualifications required by law to perform the contract and to fully and faithfully satisfy all of the terms set forth in this contract.

CLARIFICATION, CORRECTIONS OR CHANGES TO SPECIFICATIONS – All clarifications, corrections, or changes to the solicitation documents will be made by Addendum ***only***. Proposers shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or in email. Interpretations, corrections, and changes shall not be binding unless made by the Addendum. All Addenda issued shall become part of the Agreement documents. Addenda will be sent to all known solicitation holders by email or U.S. mail.

It is the Proposer's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

CONFIDENTIALITY – The Vendor and all Vendor's parties shall maintain the confidentiality of all information received in the course of performing the contract. This requirement to maintain confidentiality shall extend beyond the termination of this contract.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT – Vendor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract, or any subcontract hereunder, no Contractor, material supplier or Vendor shall, by reason of race, color, national origin or ancestry, religion, sex, or sexual orientation discriminate against any person who is qualified and available to perform the work to which such employment relates.

COMPLIANCE WITH LAWS – Proposer 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. Proposer shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Proposer shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Proposer performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Proposer shall bear all costs arising therefrom.

COMPLIANCE WITH OSHA – Proposer agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that it will indemnify and hold the Cupertino Union School District harmless for any failure to so conform.

CONTRACT INCORPORATION – This contract embodies the entire contract between the District and the Vendor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittal, supplemental agreements, and any and all written agreements which alter, amend, or extend the contract.

CONTRACT PRICING – Prices bid shall remain firm through the term of this contract.

CONTRACT TERM - The initial awarded contract period shall be July 1, 2026, to June 30, 2027. This awarded contract may be renewed for up to two (2) additional one-year terms by mutual agreement.

Initial Year:	July 1, 2026 to June 30, 2027
Option Year 1:	July 1, 2027 to June 30, 2028
Option Year 2:	July 1, 2028 to June 30, 2029

DAMAGE – The Vendor shall be held responsible for any breakage, loss of the Cupertino Union School District's equipment or supplies through negligence of the Vendor or Vendor's employee while working on the Cupertino Union School District's premises. The Vendor shall be responsible for restoring/replacing any equipment, facilities, etc., so damaged. The Vendor shall immediately report to the Cupertino Union School District any damages to the premises resulting from services performed under this contract.

DEFAULT – In case of default by Vendor of any of the conditions of this RFP or contract resulting from this RFP, the Vendor agrees that the Cupertino Union School District may procure articles or services from other sources and may deduct from the unpaid balance due the Vendor, or collect against the bond or surety, or may invoice the Vendor for excess costs so paid, and prices paid by Cupertino Union School District shall be considered the prevailing market price at the time such purchase is made.

DELIVERY COMPLETION – All items must be shipped exactly as ordered. The Vendor must apply continual diligence, monitoring, and resources to ensure items on orders are delivered on the required delivery date and in compliance with contract terms, conditions, instructions, pricing, and specifications.

DISCONTINUED ITEMS AND PRODUCT SUBSTITUTION – In the event an item awarded under this contract is discontinued, the Vendor is required to notify the District's Nutrition Services Director immediately. Contract items that are discontinued by their manufacturer during the term of the contract may be substituted with a same or similar item only if it is equal or exceeds the specifications of the original item. Written documentation from the manufacturer of discontinuation and a sample of the substituted item shall be submitted directly to:

Nicole Meschi, Director
Nutrition Services
Cupertino Union School District
10301 Vista Drive, Cupertino, CA 95014

The District will not allow substitutions without prior approval. The substitute item shall then be evaluated by District's Director of Nutrition Services to determine if the substitute item is an equivalent of the specified item. Additionally, the price of any authorized substitute product must be equal to or less than the contracted price of the item being replaced. Authorization of a substitute product shall be the sole discretion and with authorization/approval of the Director of Nutrition Services.

DISPUTES – In the event of a dispute between the District and the Vendor as to the performance or interpretation of the contract, the District and the Vendor shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Vendor agrees it will neither rescind, nor stop the performance of, the contract. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the contract. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Vendor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Vendor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Vendor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

DISTRICT REQUIREMENTS – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the RFP and required during the contract period shall be ordered and purchased from the successful Proposer(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

EXAMINATION OF LOCATIONS – It shall be the responsibility of the Vendor to establish knowledge of the Cupertino Union School District and the specific delivery locations to familiarize him/herself with the access and egress, construction or building difficulties and method of delivery, all of which could affect his/her ability to service the District. It shall be the responsibility of the Vendor to cope with all these eventualities.

FILL RATE/ACCURACY RATE – The Vendor shall maintain a 90% fill rate of all orders and indicate on the packing slip all items ordered but not delivered. The Vendor shall also fill orders with a 99% accuracy rate.

FINGERPRINTING OF EMPLOYEES – Successful Vendor agrees to comply with all provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Vendor shall not permit any employee to have any contact with District pupils until such time as the Vendor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Vendor's responsibility shall extend to all

employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Vendor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

FOB POINT – All shipments shall be made FOB destination, Cupertino, Calif. FOB destination indicates that the *seller* is responsible for shipment until it is tendered to the Cupertino Union School District. The District will not pay for shipping and handling, nor shall the District pay for any fuel surcharges that are not indicated herein.

FOOD RECALL - Food/beverage suppliers shall be expected to comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace.

FORCE MAJEURE – If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Vendor, the Vendor shall notify the Cupertino Union School District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather.

FORMATION OF CONTRACT – Proposer's signed Proposal and District's written acceptance shall constitute a binding contract.

HOLD HARMLESS – Successful Proposer agrees to indemnify, defend, and hold harmless the name of Cupertino Union School District, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Successful Proposer's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

INDEMNIFICATION – (a) Vendor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release District, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including attorney's fees and witness costs that may be asserted by any person or entity, arising out of or in connection with the tortuous acts or errors or omissions of Vendor hereunder, whether or not there is concurrent passive or active negligence on the part of District, but excluding liability due to the sole negligence or willful misconduct of District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Vendor or

its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) Vendor shall be liable to District for any loss or damage to District property arising from or in connection with Vendor's performance hereunder.

INDEPENDENT CONTRACTOR- In accepting this contract, Successful Proposer (hereinafter Vendor) covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Vendor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Vendor certifies that to the best of his or her knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the Cupertino Union School District. It is expressly agreed by Vendor that in the performance of the services required under this contract, Vendor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of the Cupertino Union School District.

INSURANCE REQUIREMENTS – The successful Proposer must furnish the Cupertino Union School District with the Certificates of Insurance proving coverage as specified in below and naming the Cupertino Union School District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the provider, its agents, representatives, or employees.

Coverage Required	Limits Per Occurrence/Aggregate if applicable	Scope As Broad
General Liability	$1,000,000/$2,000,000	As CG001
Automobile Liability	$1,000,000	As ISO-CA001
Workers' Comp/Employer's Liability	$1,000,000	As req. by CA

The general liability and auto liability policies are to contain or be endorsed to name CUSD, its officers, officials, employees, and volunteers as additional insureds for liability arising out of the activities performed in connection with this contract. The Contractor's coverage shall be primary and shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability. Contractor shall furnish CUSD original certificates of insurance and endorsements (affecting coverage

required by this clause) signed by a person authorized to bind coverage on its behalf. Insurance is to be placed with insurers with a current AM Best rating of not less than A: VII. The endorsements are to be received and approved by CUSD before work commences.

LAWS GOVERNING THE CONTRACT – This contract shall be in accordance with the laws of the State of California. Parties further stipulate that this contract was entered into in the county of Santa Clara and the state of California is the only appropriate forum for any litigation resulting from breach hereof or any questions arising here from.

LIMITATIONS – The award of a contract, if at all, is at the sole discretion of the District. The District shall in no event be responsible for the cost of preparing a response to this RFP. The Proposals, and any other supporting materials submitted to the District in response to this RFP, will not be returned and will become the property of the District unless portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, Proposals shall be held confidential by the District and shall not be subject to disclosure in accordance with the parameters of the California Public Records Act until after either: (1) the District and the successful Proposer have completed negotiations and entered into an agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Proposer or any other party as a result of any public disclosure of any Proposal.

LOBBYING – From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity responding 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 or the award of the contract(s) with any member of the District's Board of Education, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the entity submitting a proposal.

MATERIAL PRICED INCORRECTLY – As a condition of any award resulting from this Request for Price, Vendor shall discount all transactions as agreed. In the event the District discovers through its contract monitoring process or formal auditing process, that material was priced incorrectly, Vendor agrees to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the noncompliance.

NOMENCLATURES – The terms Successful Proposer, supplier, Vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person,

company, or corporation with whom the Cupertino Union School District enters into a contract as a result of this solicitation.

NUTRITIONAL ANALYSIS – Upon contract award, the Vendor will provide the nutritional analysis and CN or manufacturer's documentation that verifies product's contribution to the school breakfast and/or lunch pattern for each line item bid after the award.

The information must contain the following:

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

OFF CONTRACT PURCHASE – The District reserves the right to purchase product covered by this Agreement from alternate sources, should during the term of this Contract/Agreement the District obtains more favorable pricing from those alternate sources.

ORDER DISCREPANCIES – Upon notification by the District, the Vendor shall correct/resolve any shipping discrepancy no later than forty-eight (48) hours from the time of delivery to the ordering location, at no additional cost to the District.

PACKING, CRATING, CARTAGE – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District's request. All packing, crating, or other debris resulting from delivery or setup of commodity purchased shall be removed and properly disposed of by the successful Proposer.

PERFORMANCE NOTIFICATION – In the event Vendor is unable to perform any or its entire obligation under this contract or Vendor is able to foresee a potential issue (i.e., system failure) that will impact the quality or quantity of the scope of work, services or level of performance under the contract, the Vendor shall notify the District within one (1) working day in writing or by telephone of such event.

POSTAWARD MEETING – Prior to performing any work or providing any services specified on this Contract, the Vendor may be required to meet with the Director of Nutrition Services for the purpose of reviewing the products and services offered herein, determining milestones regarding the District's expectations, and to discuss any issues related to the execution of this RFP.

The Vendor shall perform all work in accordance with such schedule pursuant to the Terms

& Conditions of this Contract. The District will approve all materials associated with this RFP.

QUANTITIES – The quantities shown are approximate. The District reserves the right to increase or decrease quantities as required. The District does not guarantee orders in these quantities nor shall the District be required to limit its orders to these quantities. This is an indefinite quantity bid for which there shall be no limit to the number of orders placed, in any quantity, by the District or any participating public agency for the term of the contract, at the prices resulting from award of a contract.

QUESTIONS, INTERPRETATION, OR CORRECTION OF RFP DOCUMENTS – Proposers shall notify the District's Director of Business Operations, Dana Ino, by email: ino_dana@cusdk8.org, or by phone: 408-252-3000 x 61493, promptly of any error, omission, inconsistency or for interpretation, correction, or clarification that may be discovered during examination of the solicitation.

RETURN OF ITEMS – Items ordered by the District, which are subsequently determined by District customer not to be acceptable or wanted, shall be picked up by the Vendor and full credit shall be issued to the ordering location. After proper notification to the Vendor, by the District ordering location/customer, Vendor shall pick up and fully credit said return items in a timely manner.

The District reserves the right to refuse all items in excess of the quantities ordered unopened at the time of delivery. Excess quantities delivered to the ordering location shall be picked up by the Vendor within ten (10) business days after notification by the District ordering location.

RIGHTS RESERVED –

A. **Rejection.** The Cupertino Union School District reserves the right to reject any or all Bids or any part thereof, or to accept any bid or any part thereof, or to waive any informalities in any bid, whenever it is deemed to be in the best interest of the Cupertino Union School District. The Cupertino Union School District also reserves the right to reject the bid of any Proposer who has previously failed to perform adequately for the Cupertino Union School District or any other governmental agency.

B. **Cover.** Should the successful Proposer fail to comply with the conditions of this RFP or fail to complete the required work or furnish the required materials within the time stipulated, the Cupertino Union School District reserves the right to purchase the materials in open market, or to complete the required work, at the expense of the successful Proposer.

C. **Severability.** If any provision, or any portion of any provision, of any contract resulting from this RFP shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

SAFETY – All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety. The Vendor shall provide Material Safety Data Sheets (MSDS) upon request by the District.

SEVERABILITY – If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO – The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced in writing and signed by both parties.

STOCK ON HAND – The Vendor shall stock and maintain a reasonably sufficient quantity of all items awarded. The District's estimated one (1) year usage is listed on the "Itemized Bid Sheet" for delivery to the sites listed above.

STANDARD OF CARE – Vendor represents that Vendor has the qualifications and ability to perform the contract in a professional manner, without the advice, control or supervision of the District. If any portion of the contract is performed by any of the Vendor's parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Vendor.

TAXES – The Vendor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the Cupertino Union School District from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The Cupertino Union School District is exempt from Federal Excise Tax.

TERMS OF THE OFFER – Cupertino Union School District's acceptance of Proposer's offer shall be limited to the terms herein unless expressly agreed in writing by the Cupertino Union School District. Quotes offering terms other than those shown herein will be declared nonresponsive and will not be considered.

VENDOR QUESTIONNAIRE
To Be Submitted with Proposal

Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal. Each question is worth 3 points.

1. How many years has your company been in the Pizza Service distribution business?
2. During the prior school year, how many K-12 school districts did you service?
3. Has your company resigned or been replaced at the will of a district(s) during the school year within the last 24 months? If so, please explain.
4. What is your procedure for notifying customers of shortages and/or substitutions?
5. What is your procedure for notifying customers of a product recall?
6. Explain how you plan on meeting specific delivery hours for all six schools.
7. What is your procedure for notifying customers if the delivery is running late?
8. How late can add-ons be added to next day delivery?
9. Describe your policy regarding your delivery driver/staff assisting sites in moving received products into the kitchen.
10. Do you have a HAACP or Food Safety/Security Plan?

REFERENCES

To Be Submitted with Proposal

Please submit two (2) current school district references requiring multiple deliveries per week.

Reference #1

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #2

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

NONCOLLUSION DECLARATION

PUBLIC CONTRACT CODE SECTION 7106

To Be Submitted with Proposal

The undersigned declares:

I am the _____ of _____
(Title) (Bidder Name)
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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

Date	**Signed at (Place)**
Name of Proposer (Person, Firm, or Corporation)	**Signature of Proposer's Authorized Representative**
Name of Authorized Representative	**Title of Authorized Representative**
Address	**City, State, and Zip Code**

PROPOSER'S STATEMENT

REGARDING INSURANCE COVERAGE
To Be Submitted with Proposal

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the RFP. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Cupertino Union School District as Additional Insured for the work specified.

Date	**Name of Proposer (Person, Firm, or Corporation)**
Signature of Proposer's Authorized Representative	**Name & Title of Authorized Representative**

WORKERS' COMPENSATION INSURANCE CERTIFICATE

To Be Submitted with Proposal

The Proposer shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

Date	**Name of Proposer (Person, Firm, or Corporation)**
Signature of Proposer's Authorized Representative	**Name & Title of Authorized Representative**

CERTIFICATION REGARDING LOBBYING

To Be Submitted with Proposal

INSTRUCTIONS: To be completed and submitted ANNUALLY by any child nutrition entity receiving federal reimbursement in excess of $100,000 per year and potential or existing contractors/Vendors as part of an original bid, contract renewal or extension when the contract exceeds $100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The *undersigned shall require* that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement in Excess of $100,000:		**Agreement Number:**
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	**Signature:**	**Date:**
OR		
Name of Vendor:		
Printed Name and Title:	**Signature:**	**Date:**

DISCLOSURE OF LOBBYING ACTIVITIES

To Be Submitted with Proposal

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

• **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 *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be 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

FINGERPRINT CLEARANCE/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

To Be Submitted with Proposal

One of the three boxes below **must** be checked, with the corresponding certification provided:

☐ Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date:_____

District Representative's Name and Title: _____

District Representative's Signature:_____

X The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
- ☐ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- ☐ Surveillance of Employees by District personnel. Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date:_____

Name of Consultant:_____

Signature:_____

Print Name and Title:_____

EQUAL OPPORTUNITY EMPLOYMENT

To Be Submitted with Proposal

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.

I/We hereby certify that we are an equal opportunity employer as defined in the Equal Opportunity Act.

Date	**Signature of Proposer's Authorized Representative**	**Name & Title of Authorized Representative**

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

To Be Submitted with Proposal

As required by Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, 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.

C. Bidder agrees to include the following certification in all subcontracts, for all lower tiers:

"Debarment and Suspension Certification – By submission of its proposal, the contractor (or vendor, or consultant, depending on the transaction) certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with 2 CFR 200.213 and 2 CFR 180."

Date	**Name of Proposer (Person, Firm, or Corporation)**
Signature of Proposer's Authorized Representative	**Name & Title of Authorized Representative**

PROHIBITION ON POULTRY OR SEAFOOD PRODUCTS IMPORTED FROM THE PEOPLE'S REPUBLIC OF CHINA VENDOR CERTIFICATION FORM
To Be Submitted with Proposal

Adapted from California Department of Education's PRU-21

To ensure compliance with the Consolidated Appropriations Act of 2021 that was first signed into law on December 27, 2020, and then amended on March 15, 2025 and mandates that all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry or seafood products that are imported into the United States from the People's Republic of China. It is the program operator's responsibility to ensure the country of origin for all nondomestic raw or processed poultry or seafood products, whether purchased directly by the program operator or on their behalf. The prohibition was first set forth in the Consolidated Appropriations Act of 2021 (Public Law 116–260) Division A, Section 764, and subsequently renewed, and does not allow for any exceptions.

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

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

I/We certify do not use federal funds to procure raw or processed poultry or seafood products that are imported into the United States from the People's Republic of China. We further acknowledge that noncompliance with this federal requirement may result in a finding of disallowable cost(s).

Date	**Name of Proposer (Person, Firm, or Corporation)**
Signature of Proposer's Authorized Representative	**Name & Title of Authorized Representative**

DRUG AND ALCOHOL FREE SCHOOLS CERTIFICATION

To Be Submitted with Proposal

Pursuant to, without limitation, District Board policies, all District sites, including the Project site, are drug and alcohol-free schools. Possession, use, or sale of drugs and alcohol is prohibited at any time in district-owned or leased buildings, on district property, and in district vehicles unless otherwise permitted by law.

I acknowledge that I am aware of the District's policy regarding drug and alcohol-free schools, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to possess, use or sell:

1. Any substance which may not lawfully be possessed, used, or sold in California.
2. Cannabis or cannabis products (Health and Safety Code, § 11362.3; 21 USC §§ 812, 844).
3. Alcohol beverages, unless approved by the Superintendent or designee for limited purposes specified in Business and Professions Code section 25608.

Date	**Name of Proposer (Person, Firm, or Corporation)**
Signature of Proposer's Authorized Representative	**Name & Title of Authorized Representative**

TOBACCO-FREE ENVIRONMENT CERTIFICATION
To Be Submitted with Proposal

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date	**Name of Proposer (Person, Firm, or Corporation)**
Signature of Proposer's Authorized Representative	**Name & Title of Authorized Representative**

DRUG-FREE WORKPLACE CERTIFICATION

To Be Submitted with Proposal

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the 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.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.
Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
b) Establishing a drug-free awareness program to inform employees about all of the following:
    1. The dangers of drug abuse in the workplace.
    2. The person's or organization's policy of maintaining a drug-free workplace.
    3. The availability of drug counseling, rehabilitation, and employee-assistance programs.
    4. The penalties that may be imposed upon employees for drug abuse violations.

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

DRUG-FREE WORKPLACE CERTIFICATION

To Be Submitted with Proposal

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

I also understand that if 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 the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date	**Name of Proposer (Person, Firm, or Corporation)**
Signature of Proposer's Authorized Representative	**Name & Title of Authorized Representative**

CLEAN AIR AND WATER CERTIFICATION
To Be Submitted with Proposal

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:

- 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.
- 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.
- 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.
- 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:

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).

- 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).
- 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)).
- 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).

- 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.
- 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 District.

Date	**Name of Proposer (Person, Firm, or Corporation)**
Signature of Proposer's Authorized Representative	**Name & Title of Authorized Representative**

BUY AMERICAN CERTIFICATION
To Be Submitted with Proposal

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 at the District to 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 the District working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Food Services Department (CNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

The Buy American provision applies to the District located in the forty-eight contiguous United States and is one of the procurement standards the 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 District.

BUY AMERICAN CERTIFICATION
To Be Submitted with Proposal

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

Date	**Name of Proposer (Person, Firm, or Corporation)**
Signature of Proposer's Authorized Representative	**Name & Title of Authorized Representative**

USDA Nondiscrimination Statement

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

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

fax:
202-690-7442; or

email:
Program.Intake@usda.gov.

This institution is an equal opportunity provider