# REQUEST FOR PROPOSALS
# RFP: FNS3-27
## Fresh Bakery Products




## Ventura Unified School District

**255 West Stanley Ave, Suite 100**
**Ventura, CA 93001**

**Proposal Submission Deadline: May 4, 2026, at 1:30PM**

NOTICE IS HEREBY GIVEN that the Board of Education of the Ventura Unified School District is requesting proposals for the following:

**Fresh Bakery Products**

Vendors interested can obtain proposal documents from the District's Purchasing Department webpage at https://www.venturausd.org/services/business-services/purchasing

Proposals must be in **SEPARATE** sealed envelopes marked:

"RFP #FNS3-27 FRESH BAKERY PRODUCTS"

Sealed proposals are to be delivered to the Ventura Unified School District, Food and Nutrition Services Department, Attn: Natalie Gerardi, 255 West Stanley Avenue, Suite 100, Ventura, CA 93001, up to, but no later than, **1:30 p.m. on Monday, May 4th, 2026,** at which time proposals will be opened. All proposals must be submitted on forms furnished by the District.

The Board of Education of the Ventura Unified School District, reserves the right to accept or reject any and all proposals or parts thereof, to be the sole judge as to the merits and qualifications of all proposals, to waive any informality in a proposal, and not necessarily accept the lowest cost proposal if it is in the best interest of the District. In addition to cost, proposal selection may include, but is not limited to specifications, service, delivery, and quality.

Publication Dates: April 14 and 21, 2026

## NOTICE OF INTENT

It is the intent of the Ventura Unified School District (VUSD) to award one or more contract(s) as a result of this Request for Proposals (RFP). Products and/or services considered for award shall equal or exceed a minimum quality level of industry standards as defined within this RFP, and shall comply with all applicable federal, state, and local technical, environmental, and performance standards and specifications.

**DEFINITIONS**: In this RFP and in the Contract, the following terms are defined as follows:

A. **"Best Value"** means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including but not limited to, experience, references, quality of Vendor's product(s) and/or services, and price.

B. **"Contract"** means an agreement entered into between the District and a Vendor as a result of this RFP. The Contract consists of the Request for Proposal, including all Addenda, Vendor's proposal that is satisfactory to the District, and the District's Contract form(s), which may include, but are not limited to, a written contract, an agreement letter, or a purchase order.

C. **"Contractor"** and **"Provider"** are synonymous with "Vendor" (see below).

D. **"District"** and **"VUSD"** refer to the Ventura Unified School District.

E. **"Project"** means the Scope of Work for furnishing goods and services as outlined in this RFP.

F. **"Proposal"** refers to the documents submitted by a Vendor that addresses the scope and requirements of this RFP.

G. **"RFP"** refers to this Request for Proposals.

H. **"Responsible Vendor"** means a vendor with adequate financial resources (or the ability to obtain such resources), who can comply with the delivery requirements, and who is a qualified and established firm regularly engaged in the type of business that provides the goods and/or services herein.

I. **"Responsive Proposal"** refers only to those proposals that comply with all material and administrative aspects of this RFP.

J. **"Vendor"** refers to the person/firm that submits the proposal to this RFP, as well as the person(s)/entity(ies) to whom a contract may be awarded pursuant to this RFP.

K. Singular terms shall include the plural and vice versa. A gender reference includes all genders.

The Ventura Unified School District is pleased to provide you with this Request for Proposal document enabling you to respond to this year's **Fresh Bakery** proposal request.

Our District represents twenty-five (25) schools: Seventeen (17) Elementary schools, and eight (8) Secondary schools. We serve an average of 4800 breakfasts, 6800 lunches, 1000 suppers and 750 snacks.

A Document Check-Off Sheet has been provided to help make sure that all required documents are submitted as part of your proposal.

The District's Food and Nutrition Services Department is trying to make the process of requesting proposals and purchasing more efficient. For your convenience, we will provide electronic spreadsheets via e-mail or download from the District's Purchasing Department webpage for completion. However, a completed, signed printout of each spreadsheet is required and must be included in your sealed proposal package when submitted.

Please take notice of all the terms and conditions in this proposal document.

Thank you for taking the time to prepare your proposal.

Sincerely,



Kara Muniz, Director of Food and Nutrition Services, Ventura Unified School District

| **Purchasing Supervisor** | **Natalie Gerardi** |
|---|---|
| **Billing Address** | **255 West Stanley Avenue, Suite 100<br>Ventura, CA 93001** |
| **Phone Number** | **805-641-5000 extension 1213** |
| **Average Daily Participation Breakfast** | **4,800** |
| **Average Daily Participation Lunch** | **6,800** |
| **Average Daily Participation Supper** | **1,000** |
| **Average Daily Snack** | **750** |

**Document Check-Off Sheet**

**Please COMPLETE, SIGN & RETURN the following items with your sealed proposal:**

- ☐ **Vendor Questionnaire**
- ☐ **Vendor Criteria Form** (Provides minimum requirements of vendors and references)
- ☐ **Proposal Form** (INCLUDING acknowledgement of addenda)
- ☐ **"Piggyback" Clause Form**
- ☐ **Non Collusion Declaration** with Signature
- ☐ **Equal Opportunity Employment**
- ☐ **Certification Regarding Lobbying** (Required annually for any new contracts or extensions of contracts that could exceed $100,000. Required to receive one from every existing or potential vendor submitting a proposal for consideration)
- ☐ **Disclosure of Lobbying Activities**
- ☐ **Suspension and Debarment** (Required annually for any new contracts or extensions of contracts that could exceed $100,000. Required to receive one from every existing or potential vendor submitting a proposal for consideration)
- ☐ **Iran Contracting Act Certification** (Required annually for any new contracts or extensions of contracts that could exceed $1,000,000. Required to receive one from every existing or potential vendor submitting a proposal for consideration)
- ☐ **Contractor's Certification** – Regarding Drug Free Workplace
- ☐ **Contractor's Certification** – Alcoholic Beverages and Tobacco Free Workplace
- ☐ **Contractor's Certification** – Worker's Compensation
- ☐ **Clean Air and Water Certification**
- ☐ **Certification for "Buy American" Provision** and **Buy American Waiver Exemption List** – to be completed for all line items
- ☐ **China Prohibition Certification**
- ☐ **Certification of Compliance with Proposition 12, Farm Animal Confinement**
- ☐ **Electronic Media** Vendor to provide and submit, which includes Proposal Excel Spreadsheet(s)
- ☐ **Printed Proposal Worksheet(s)** with Signature
- ☐ **Food Safety and Modernization Act (FSMA) Certification**

**Failure to return any of the above items completed and signed with the original sealed proposal may result in your proposal being deemed non-responsive.**

## INSTRUCTIONS & INFORMATION FOR VENDORS

### 1. PREPARATION AND SUBMISSION OF PROPOSAL FORM

**Proposal Submission Deadline:** 1:30 p.m. on Friday, May 4, 2026

VENTURA UNIFIED SCHOOL DISTRICT, invites proposals on the forms enclosed to be submitted **no later than the Proposal Submission Deadline above**. All blank fields on the proposal form must be appropriately completed. Each proposal must be delivered in a sealed envelope marked "**RFP No. FNS3-27 Fresh Bakery Products**" to the following address:

Ventura Unified School District
Purchasing Department Attn: Natalie Gerardi
255 West Stanley Avenue, Suite 100
Ventura, CA 93001

It is the sole responsibility of the vendor to ensure that the proposal is received **at the location designated above AND by the proposal submission deadline above**.

**The Ventura Unified School District is not responsible for proposals sent via U.S. Mail, UPS, Federal Express, or by any other delivery service**.

Any proposal received after the Proposal Submission Deadline will be returned to the vendor unopened.

### 2. PROPOSAL OPENING

All proposals shall be opened immediately following the Proposal Submission Deadline at:

VENTURA UNIFIED SCHOOL DISTRICT— PURCHASING DEPARTMENT
255 West Stanley Avenue, Suite 100, Ventura, CA 93001

### 3. SIGNATURES

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

## 4. TENTATIVE SCHEDULE OF EVENTS

The District anticipates that the schedule of events in connection with this Request for Proposals (RFP) will be as set forth below. However, the District reserves the right, in its sole discretion and at any time prior to entering into an agreement, to alter its anticipated schedule as related to this RFP.

- Request for Proposals Publication Dates — April 14 and 21, 2026
- **Questions Deadline** — **4:00 PM on April 28, 2026**
- Final Addendum Posted on Website — 4:00 PM on April 30, 2026
- **Proposal Submissions Deadline** — **1:30 PM on May 4, 2026**
- Evaluation of Proposals/Samplings — May 5-8, 2026
- Notice of Intent to Award — May 11, 2026
- Approval & Award of Contract by School Board — May 12, 2026

## 5. INTERPRETATION OF PROPOSAL DOCUMENTS and VENDOR REQUEST FOR INFORMATION

**Request for Clarification/Information Deadline:** See "Questions Deadline" above under "Tentative Schedule of Events".

If any Vendor finds discrepancies in, or omissions from the proposal documents, they may submit to the School District's Purchasing Supervisor a written request for clarification. Similarly, if any Vendor seeks additional information related to the RFP, they may submit to the School District's Purchasing Supervisor a written request for additional information. Written requests should be e-mailed to natalie.gerardi@venturausd.org **no later than the Request for Clarification/Information Deadline above. Subject line of email shall read, "Pre-Proposal Question:** "RFP FNS3-27 FRESH BAKERY PRODUCTS**."** No phone call questions will be accepted. If vendor does not receive a reply confirming receipt of email within 24 hours, vendor shall contact Natalie Gerardi by phone at 805-641-5000 extension 1213. The District's responses to written questions, clarification requests, interpretations, and corrections shall be incorporated into an addendum. Addenda to the RFP will only be posted on the District's Purchasing Department website at https://www.venturausd.org/services/business-services/purchasing. Vendors are solely responsible for accessing the District's Purchasing Department website to obtain any addenda to the RFP. The District will not distribute addenda to vendors. All addenda issued shall be incorporated into the proposal.

**Final addendum to be posted:** See "Final Addendum Posted on Website" above under "Tentative Schedule of Events".

## 6. MODIFICATIONS AND CORRECTIONS

Changes in or additions to the Excel Pricing Spreadsheet(s), alternate proposals, or any other modifications to the proposal form which are not specifically called for in the proposal documents may result in rejection of proposal as not being responsive to the RFP. No oral or telephone proposals or modifications shall be considered. The proposal submitted must not contain any erasures, inter-lineation, or any other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the proposal. Proposals should be verified before submission and cannot be withdrawn after the Proposal Submission Deadline.

In the event of a difference between written words and figures, the amount stated in written words shall govern.

Errors in price computation on the Product Quotation Sheets do not relieve a Vendor from holding price. Veracity of prices submitted in this proposal is the sole responsibility of the Vendor.

In the event of a difference between unit price and the extended price, the unit price shall govern.

**7. WITHDRAWAL OF PROPOSAL**

Any vendor may withdraw their proposal personally or by written notice delivered by mail or e-mail provided such notice is received prior to the Proposal Submission Deadline.

**8. AGREEMENT PERIOD**

It is anticipated that the Agreement to be awarded under this proposal shall be for one (1) fiscal school year, July 1, 2026, through June 30, 2027. Prices must remain firm until December 31, 2026.

See "MULTI-YEAR EXTENSIONS".

**9. PRICES**

Propose each item separately. All prices must be firm from, July 1, 2026, through December 31, 2026.

The District may allow ONE price increase after December 31, 2026, with a thirty (30) calendar day written notice, however a price increase may only be allowed based on the percentage of price increase for products that are at or below the consumer price increases for **"All Urban Consumers"** Database Series for the statistical area of **"U.S. City Average"** from the category **"Food Away From Home"** as listed on the Bureau of Labor Statistics (BLS) website (http://www.bls.gov/data/). The Vendor may use the most currently available preceding six (6) months. Vendor may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the Ventura Unified School District.

Absolutely **no fuel surcharges** may be levied during the term of this agreement.

Vendor certifies that prices are the lowest offered to any comparable customer and the District will be given the benefit of any lower prices or price decreases during the term of the contract. Vendor is to give District immediate advantage of such decrease, and inform District in writing of the decrease. Failure to advise the District in writing, within ten (10) days of price reduction to another customer, may be cause for cancellation of the contract.

**10. TAXES**

The District will pay for state and local taxes. Do not include taxes on the proposal form.

**11. QUANTITIES**

Quantities shown are estimated usage of the District for the proposal period based upon historical data. The District reserves the right to purchase more or less of the units specified.

VUSD will order in quantities best suited to their needs and storage facilities. Prices proposed shall be firm for the District and shall not increase or include shipping or any additional handling fees when ordering in small quantities.

The District does not guarantee that a minimum or maximum amount will be purchased.

**12. DELIVERY**

All prices shall be quoted FOB destination. Regardless of the F.O.B. point, the Vendor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery; and such loss, injury, or destruction shall not release the Vendor from the obligation hereunder. All items/materials received by the District shall be subject to inspection and rejection. The District may return at the Vendor's expense any item which fails to meet the conditions of the proposal or is damaged in delivery/shipment, and such item should be considered as rejected/refused and either replaced or credited by the Vendor, depending upon District's preference. No payment shall be required until replacement is complete.

All shipments shall be accompanied by a delivery receipt. Vendor's Order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight, and the packing of the said articles is to be borne by the Vendor.

**All prices offered by vendor must include on-site off-loading and inside delivery.**

Once delivery schedules have been determined between the District and Vendor, any deviation must be arranged with the District's Food and Nutrition Services Department.

**Delivery specifics, including but not limited to, frequency, locations, and times are detailed in the Special Provisions of the proposal document.**

**13. OMITTED**

**14. BRANDS, SIMILAR PRODUCTS, "Or Equal"**

Whenever the District refers to a product by describing a proprietary product, or by using the name of a manufacturer or brand name, the term "or equal," if not inserted, shall be implied. The specified product shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired; and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.

**15. SAMPLES**

The District reserves the right to request samples of items proposed prior to any award. If the Vendor is proposing items/brands other than those specified, or where no brand is indicated in the proposal document, the following shall apply:

There are no samples requested prior to the proposal opening. Samples may be requested prior to the award of line items. Vendor will be contacted to request specific line items. All items are to be labeled with the RFP number, line item and Vendor name. If this information is not provided the sample may be disqualified from the award.

## 16. NUTRITIONAL INFORMATION

If Vendor is offering a brand other than those specified in the RFP, or offering additional products with their RFP (Balance of Line), they must also furnish product information sheets/Product Formulation Statement (PFS) for those other brands, or additional items.

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

## 17. MULTI-YEAR EXTENSIONS

Subject to the contract terms and conditions, pricing, and pursuant to Education Code Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for four (4) additional fiscal school years.

The extension may be granted on a year-by-year basis provided the following conditions are being met:

A. The District's Food and Nutrition Services Department has deemed the products and services of the vendor satisfactory.

B. The Vendor shall submit a list of the price increases for the next fiscal year (July 1 to June 30) by the last business day in April.

C. The percentage of price increase for products are at or below the consumer price increase for **"All Urban Consumers"** Database Series for the statistical area of **"U.S. City Average"** from the category **"Food Away From Home**" as listed on the Bureau of Labor Statistics (BLS) web site (http://www.bls.gov/data/). The Vendor may use the most currently available preceding twelve (12) months, depending on the most recent months listed on the website two weeks prior to submittal of price increases. Vendor may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the District's Food and Nutrition Services Department.

D. If prices were increased midyear (see Instructions & Information, "PRICES" section) the total increase in contract prices (July to June) shall not exceed item "C" listed above.

E. Documentation of Insurance Coverage, (see General Conditions, "INSURANCE" section) shall be resubmitted with each request for contract extension.

F. Vendor shall submit all required annual forms including, but not limited to, Suspension and Debarment, and Certification Regarding Lobbying.

## 18. VENDOR DISCLOSURE INFORMATION

All disclosure, certification and non-collusion forms or affidavits contained in this proposal must be completed and submitted with proposal, unless otherwise detailed.

**19. EVIDENCE OF RESPONSIBILITY**

Vendor agrees that the District, in determining the successful vendor and its eligibility for the award, may consider the Vendor's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Vendor's performance of the contract. The district reserves the right to reject any proposal which does not pass any evaluation to the satisfaction of the district.

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

Upon request of the District, a Vendor whose proposal is under consideration for award shall promptly submit satisfactory evidence showing their financial resources.

The District requires the names of three (3) references for whom similar supplies or equipment were provided during the previous year. District further requires that Vendor has been in business for a minimum of five (5) years. **Vendor references shall be documented on the Vendor Criteria Form provided in the proposal document.**

**20 a. BUY AMERICAN PROVISION**

Federal regulations require that to the maximum extent possible, domestic agricultural commodities and products be purchased consistent with the "Buy American" provisions of The Richard B. Russell National School Lunch Act (Section 104(d) of Public Law 105-336). A "domestic agricultural commodity or product" is defined 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., with "substantially" meaning over 51% from American products. Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. This policy will allow for an exception only in the case when the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or competitive proposals reveal the costs of a U.S. product are significantly higher than the non-domestic product. Upon request, Vendors shall provide certification of the origin of food products. Nutrition labels should include the country of origin for imported food products.

The District requires that Vendors certify the percentage of U.S. content in products supplied. Vendor is required to certify all domestic product to have at least 51% of its agricultural food components, by weight or volume, from the U.S.. This policy will allow for an exception when an acceptable product is not available domestically in reasonably sufficient quantity, in which case other countries of origin may be considered for purchase. Additionally, the District reserve the right to purchase non-domestic grown or manufactured food products if the cost of the U.S. produced item, that contains (51%) or more domestically grown commodities, is ten-percent (10%) or more in price than the non-domestic product.

Upon offer to award line item, Vendor will be required to provide certification of food products. Vendor will use the following language when certifying food products;

**I certify that the following item(s) ___ are produced and processed in the U.S. and contains over 51% of its agricultural food components, by weight or volume, from the U.S.**

**20 b. COMPLIANCE WITH CALIFORNIA SENATE BILL 490, THE BUY AMERCAN FOOD ACT**

Effective with any new or renewed contract on or after January 1, 2024 through January 1, 2029.

In compliance with California Senate Bill 490, The Buy American Food Act, the District will only purchase agricultural food products grown, packed, or processed domestically unless any of the following applies:

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

An “Agricultural food product” means a fresh or processed product, including fruits, nuts, vegetables, herbs, mushrooms, dairy, shell eggs, honey, grains, livestock meats, poultry meats, and fish, including shellfish.

**20 c. COMPLIANCE WITH CALIFORNIA ASSEMBLY BILL 778, INSTITUTIONAL PURCHASERS: PURCHASE OF CALIFONIA-GROWN AGRICULTURAL FOOD PRODUCTS**

In compliance with California Assembly Bill 778, Institutional Purchasers: Purchase of California-Grown Agricultural Food Products, the District is required to accept a bid or price for an agricultural food product when it is grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when both of the following are met:

1. 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.
2. The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state.

**21. CERTIFICATIONS**

A. **Equal Opportunity Employment:** The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations. The Equal Opportunity Employment Certification must accompany this proposal.

B. **Lobbying:** The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 CFR, Section 418) must accompany this proposal and each additional one-year renewal. Contract renewals that do not include this certification will not be accepted for

consideration (Appendix II to 2 CFR Part 200[I], and Byrd Anti-Lobbying [31 U.S.C. 1352]).

C. **Suspension and Debarment:** The Suspension and Debarment Certification must accompany this proposal and each subsequent additional one-year renewal. Contract renewals that do not include this certification will not be accepted for consideration. The parties shall not enter into contracts with parties listed on the governmentwide exclusions in the System for Award Management (SAM) (Executive Orders 12549 and 12689, and Appendix II to 2 CFR Part 200[H]).

D. **Iran Contracting Act:** The Certification Regarding the Iran Contracting Act must accompany this proposal (applicable to projects of $1 million or more).

E. **Drug-Free Workplace:** The Contractor's Certificate Regarding Drug-Free Workplace must accompany this Proposal.

F. **Alcoholic Beverages and Tobacco-Free Campus:** The Contractor's Certificate Regarding Alcoholic Beverages and Tobacco-Free Campus Policy must accompany this proposal.

G. **Workers' Compensation:** The Contractor's Certificate Regarding Workers' Compensation must accompany this Proposal.

H. **Clean Air and Water Certification:**
The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:

- The Clean Air Act (42 U.S.C. sections 7401-7671 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251-1387) as amended (Appendix II to 2 CFR Part 200[G]).

The Clean Air and Water Certification must accompany this proposal.

I. **"Buy American":** The Certification for "Buy American" Provision and the "Buy American" Waiver Exception List must both accompany this proposal.

J. **China Prohibition Certification:** The China Prohibition Certification must accompany this proposal.

K. **Farm Animal Confinement:** The Certification of Compliance with Proposition 12, Farm Animal Confinement, must accompany this proposal.

**22. LICENSE AND PERMITS**

Vendor represents and warrants to the District that all services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that the Vendor has all the permits, qualifications and approvals of whatsoever nature which are legally required for Vendor to practice its profession. Vendor represents and warrants to the District that it shall, at its sole cost and expense, keep in effect at

all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Vendor to practice its profession.

**23. FOOD DEFENSE**

Vendor's distribution facility must be registered with the Food and Drug Administration and meet the requirements of the Food Safety Modernization Act (FSMA) For further information visit the FDA's official site at http://www.fda.gov/Food/GuidanceRegulation/FSMA/default.htm. Failure to register prior to the close of the proposal may result in disqualification for contract award.

Upon District request, Vendor shall produce the following:

Hazard Analysis Critical Control Point (HACCP) Plan
Food Security and Safety Program
Product Recall Program

**24. PROPOSAL PROTESTS PROCEDURES**

Responsive proposals submitted by responsible Vendors will be scored based upon multiple factors to arrive at a "best value" for the District, from which a recommendation for award of contract will be made to the District's Board of Education. Participating Vendors will be notified of the recommended award via e-mail of the District's Notice of Intent to Award. The District's Notice of Intent to Award will also be posted on the District's Purchasing Department webpage at https://www.simivalleyusd.org/rfq2. Any Vendor may file a protest. The protest shall be filed in writing with the District's Director of Food and Nutrition Services not more than three (3) business days after posting of the District's Notice of Intent to Award. Protesting Vendor shall provide an e-mail address, and by filing the protest, protesting Vendor consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

A. Resolution of Controversy: Once the protest is received, the recommended Vendor will be notified of the protest and the evidence presented. If appropriate, the recommended Vendor will be given an opportunity to rebut the evidence and present evidence that they should be allowed to perform. If deemed appropriate by the District, an informal hearing will be held. The District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the protest will be copied to all parties involved in the protest.

B. Appeal: If the protesting Vendor or the recommended Vendor is not satisfied with the decision, the matter may be appealed to the District's Chief Business Officer (CBO) or his/her designee, within three (3) business days after receipt of the District's written decision on the protest. The appeal must be in writing and sent via overnight registered mail to:

***Ventura Unified School District***
***Attn: Assistant Superintendent, Business Services***
***255 West Stanley Avenue, Suite 100***
***Ventura, CA 93001***

Please include all accompanying information relied upon for the appeal and an e-mail address to respond to any questions.

C. Appeal Review: The District's CBO or his/her designee shall review the decision on the protest from the District's Director of Food and Nutrition Services and issue a written response to the appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. The written decision of the CBO or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

**25. PROPOSALS AS PUBLIC INFORMATION**

All proposals submitted in response to this Request for Proposals become the property of Ventura Unified School District and may become public information after selection and award of the contract.

**26. "PIGGYBACK" CLAUSE**

For the term of the Contract and any mutually agreed extensions pursuant to this proposal, at the option of the Vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or district within the State of California may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (community colleges) of the Public Contract Code.

The VENTURA UNIFIED SCHOOL DISTRICT waives its right to require such other districts and offices to draw their warrants in favor of the District as provided in said Code Sections.

Any entity or agency within the State of California, and the awarded Vendor(s) engaged in the execution of orders under this Proposal, acting in accordance with Public Contracts Code, section 20118, shall not be construed as an officer, agent or employee of the Ventura Unified School District and shall indemnify and hold harmless its officers, agents and employees from any and all liabilities resulting from the use of this Proposal.

Acceptance or rejection of this clause **will not** affect the outcome of this proposal.

SEE "PIGGYBACK" CLAUSE FORM

**27. PROPOSAL DOCUMENT**

The complete proposal includes the following documents: Definitions, Document Check-off for Vendors, Instructions & Information for Vendors, General Conditions, Agreement, Special Provisions, Evaluation & Award, Vendor Questionnaire, Vendor Criteria Form, Proposal Form, "Piggyback" Clause Form, Non-Collusion Declaration, Equal Opportunity Employment Form, Certification Regarding Lobbying Form, Disclosure of Lobbying Activities Form, Suspension and Debarment Certification Form, Iran Contracting Act Certification, Contractor's Certification Regarding Drug Free Workplace, Contractor's Certification Regarding Alcoholic Beverage and Tobacco-Free Workplace, Contractor's Certification Regarding Worker Compensation, Clean Air & Water Certification, Certification for "Buy American" Provision, Buy American Waiver Exemption List, China Prohibition Certification, Certificate of Compliance with proposition 12 (Farm Animal Confinement), hard copy of Pricing Spreadsheet(s), Electronic Media (USB drive)

of Pricing Spreadsheet(s), and all addenda. All documents included in this RFP are complementary and shall be interpreted to include all the provisions of the other documents as though fully set out therein. The Vendor should fully acquaint themselves with the conditions and terms affecting the performance of the Agreement if awarded. The vendor's submission of a proposal shall be taken as prima facie evidence of compliance with this section. Proposals should be verified before submission, as they cannot be withdrawn after the Proposal Submission Deadline.

**28. PROPOSED CONTRACT/AGREEMENT**

The Vendor(s) selected for award through this Request for Proposals shall be required to enter into a written contract with the District. The District's contract/agreement presented in this RFP would be the contract anticipated for execution. It may be modified to incorporate this RFP document, pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the Vendor's proposal or the outcome of contract negotiations, if any, conducted with the Vendor. Failure by Vendor to take exceptions to any terms and conditions in the contract/agreement presented in this RFP may constitute an acceptance of all terms and conditions as stated.

In the event an award of the contract is made to a Vendor, and such Vendor fails or refuses to execute the Agreement and provide the required document within ten (10) calendar days after the notice of award of the contract to Vendor, the District may award the contract to the Vendor whose proposal represents the next best value.

The District does not sign Vendor contract forms. In the event that the District awards to a Vendor and Vendor request changes to the District's standard Contract form, and requested changes are unacceptable to the District, the District reserves the right to cancel the award and re-award to an alternate Vendor.

***End of Instructions and Information for Vendor***

## GENERAL CONDITIONS

**1. EVALUATION AND AWARD OF AGREEMENT**: The award of the contract, if made by the District, will be by action of the Governing Board. The District intends to award a contract to the Vendor(s) whose proposal, in the District's sole judgment, represents the best value considering the District's needs.

The District reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals or the proposal process, and to make its selection of items awarded based upon its specifications, or which are most economical and/or best suited for the purpose of acceptance for sixty (60) calendar days after the Proposal Submission Deadline. The District reserves the right to award to one or more vendors.

The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.

It is the intention of the District to select the items to be purchased on an item-by-item basis wherever practical. However, the District reserves the right to combine items of like design and/or type to maintain uniformity.

The District further reserves the right to not necessarily purchase all items and/or quantities listed in the proposal documents. The quantities listed are estimates of the needs of the District and may be adjusted to meet the actual needs, when determined.

**2. PLACEMENT OF ORDERS & LEAD TIME:** Orders shall be issued directly to the Vendor by VUSD, commencing from proposal award, for the agreement period. Ordering and lead time procedures will be mutually agreed upon between Vendor and District, but not to exceed fourteen (14) calendar days. Failure to complete all deliveries within fourteen (14) calendar days after receipt of District's purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this proposal.

**3. OMITTED**

**4. SUBSTITUTIONS:** Substitutions for awarded items must be pre-approved by the District and delivered at or below awarded price.

The list(s) of proposal items included in this RFP have been vetted through the District's Food and Nutrition Services Department's menu item review process and have been determined acceptable in regards to nutrient content including saturated fat, sodium, and trans fat. Any substituted proposal items must include nutrient content documentation (Product Formulation Statement) which also contains specific information that includes saturated fat, sodium, and trans fat.

**5. DISCOUNTS:** The vendor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented for payment, and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.

In connection with any discount offered, the discount period shall begin on the date of delivery and acceptance at destination, and/or the date the correct invoice is received in the Accounts Payable office, and/or on the date final approval for payment is authorized if an adjustment in

payment is necessary due to damage, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the warrant.

**6. INVOICES**: Invoices shall be submitted in duplicate and shall contain the following information: vendor's order number, item number, item description, quantity, unit price, extended totals, and applicable discounts for items delivered. Failure to enter the above information on the invoice may cause delay in payment. Payment shall be made on partial deliveries accepted by the District.

**7. CREDIT MEMOS:** In the event of a delivery shortage, or delivery of damaged or spoiled products, at the time of delivery the vendor's delivery driver shall provide the location with written notation on the associated delivery slips clearly documenting all merchandise short on delivery, or any damaged or spoiled product necessitating a return or reorder. The resulting credit, priced and extended, shall be mailed with the corresponding invoice to the District's Food and Nutrition Services Department.

**8. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

**9. SAFETY AND SANITATION:** Food and Nutrition Services staff will only receive product that meets all food safety and sanitation requirements; therefore, District's Food and Nutrition Services staff may at any time:

- Inspect delivery trucks for any signs of contamination.
- Check all expiration and "best if used by" dates.
- Reject unacceptable items.

**10. PRODUCT RECALLS:** If a product recall is instituted on an item that has been furnished and delivered to the District, the Vendor must immediately notify the District's Food and Nutrition Services Department of all pertinent information regarding the recall.

**11. GOVERNING LAW AND VENUE**: See Agreement

**12. ATTORNEYS' FEES:** See Agreement

**13. INDEMNIFICATION:** See Agreement

**14. INSURANCE:** See Agreement

**15**. **DEFAULT:** See Agreement

**16. TERMINATION OF AGREEMENT FOR CONVENIENCE; TERMINATION OF AGREEMENT WITH OR WITHOUT CAUSE:** See Agreement

**17. VENDOR EMPLOYEE FINGERPRINT REQUIREMENTS:** Pursuant to Education Code Section 45125.1, it is necessary for Ventura Unified School District to determine whether or not Vendor must have its employees fingerprinted and screened for criminal records.

There are two basis for exemption:

1. Emergency Contacts – Exempt Subsection (b) states that Section 45125.1 shall not apply to an entity providing services in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

2. No Unsupervised Pupil Interaction –Subsection (a) states that Section 45125.1 shall not apply to an entity providing services when the District determines that the employees of the entity will have no unsupervised interaction with pupils.

**I**n compliance with Education Code 45125.1, the District shall, in its sole discretion, require one or both of the following remedies.

a) Vendor shall agree in writing that all of **vendor's delivery staff shall at all times be supervised by a District employee while on school sites** and shall have no unsupervised interaction with pupils.
b) Vendor shall certify in writing to the District that none of its employees who may interact with pupils have been convicted of a felony as defined in Education Code 45122.1. Written certification shall include proof that Vendor receives subsequent arrest reports associated with its fingerprinted employees.

By accepting the award of this RFP, the successful Vendor agrees to the terms outlined herein. Failure to comply with this requirement will be satisfactory cause for cancellation of the contract.

**18. EXCUSE FOR NONPERFORAMCE – FORCE MAJEURE CLAUSE:** See Agreement

**19. PERFORMANCE BOND:** On May 5, 2016, the U.S. Department of Agriculture (USDA) issued Policy Memorandum SP 35-2016: This memo clarifies that the bonding requirements in 2 CFR, Section 200.325 apply only to subcontracts of construction or facility improvement contracts exceeding the Simplified Acquisition Threshold. School Districts may have stricter bonding requirement than required by the USDA, if so a Performance Bond may be required.

No Performance Bond is required at this time.

**20. PREVAILING LAW:** In the event of any conflict or ambiguity between a) the Instructions to Vendors, General Conditions, Specifications, Agreement, or any other document forming a part of this RFP, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the RFP shall conform to all applicable requirements of local, state and federal law.

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

**22. INDEPENDENT CONTRACTORS:** See Agreement

**23. NON-DISCRIMINATION ENDORSEMENT:** Vendor agrees to comply with all applicable Federal and California state anti-discrimination laws and regulations and agrees not to unlawfully discriminate against any prospective or active employee engaged in the work on basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, physical or mental disability, sexual orientation, or any other category protected by the law, including but

not limited to, the California Fair Employment and Housing Act. In addition, the Vendor agrees to require like compliance by all subcontractors employed, or any other category protected by the law. Vendor is required to sign the Equal Opportunity Employment Form included with this agreement.

**24. ASSIGNMENT OF THE AGREEMENT:** See Agreement

**25. VENDORS INTERESTED IN MORE THAN ONE PROPOSAL:** No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for by the District. A person, firm, or corporation that has submitted a sub proposal to a Vendor, or that has quoted prices of materials/services to a Vendor, is not thereby disqualified from submitting a proposal or quoting prices to other Vendors or submitting a proposal.

**26. RECORD RETENTION:** See Agreement

***End of General Conditions***

## AGREEMENT

*Do not complete. Agreement will be sent after award is made

THIS AGREEMENT, dated _____, in the County of Ventura, State of California, is by and between Ventura Unified School District (hereinafter referred to as "District", and _____ (hereinafter referred to as "Provider").
The District and the Provider, for the consideration stated herein, agree as follows:

1. **ADHERANCE TO PROPOSAL DOCUMENTS:** Provider agrees to complete RFP FNS3-27 Fresh Bakery Products according to all the terms and conditions set forth in the proposal documents, including but not limited to, the Definitions, Document Check-off for Vendors, Instructions & Information for Vendors, General Conditions, Agreement, Special Provisions, Pricing Form and Pricing Sheet, Evaluation & Award, Vendor Questionnaire, Vendor Criteria Form, Proposal Form, "Piggyback" Clause Form, Non-Collusion Declaration, Equal Opportunity Employment Form, Certification Regarding Lobbying Form, Disclosure of Lobbying Activities Form, Suspension and Debarment Certification Form, Iran Contracting Act Certification, Contractor's Certification Regarding Drug Free Workplace, Contractor's Certification Regarding Alcoholic Beverage and Tobacco-Free Workplace, Contractor's Certification Regarding Worker Compensation, Clean Air & Water Certification, Certification for "Buy American" Provision, Buy American Waiver Exemption List, China Prohibition Certification, Certificate of Compliance with proposition 12 (Farm Animal Confinement), hard copy of Pricing Spreadsheet(s), Electronic Media (USB drive) of Pricing Spreadsheet(s), all addenda, and items called for in the Agreement, if any, thereof duly incorporated therein. The proposal documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. **PERFORMANCE:** Provider shall timely perform within the time required by the District everything required to be performed pursuant to this Agreement. All said work shall be performed and completed in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements.

3. **CONSIDERATION:** District shall pay to the Provider, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as agreed to in writing, according to the unit prices identified in the proposal pricing.

4. **TERM:** The initial term of Agreement is one (1) year from July 1, 2026, through June 30, 2027, subject to termination as set forth in Section 6 of this Agreement. The Agreement may be extended upon mutual written consent of District and Provider for an additional four (4) one-year periods. The term of Agreement shall not exceed five (5) years.

5. **DEFAULT:** As required by the Code of Federal Regulations, Appendix II to Part 200 (A), the District may, by written notice of default to the Provider, terminate the whole or any part of their order under this Agreement if:
   A. If the Provider refuses or fails to deliver within the time specified or any District approved extension thereof.

**OR**

B. The products received are of inferior quality and not the same as specified or shown at the sampling. These items shall be returned at the Provider's cost. Provider shall arrange for pick up after written notification by the District. Provider shall be responsible for cost of replacement if District deems it necessary to procure suitable substitute items from a supplier other than original Provider. District may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

**OR**

C. If Provider fails or neglects to furnish or deliver any equipment, products, materials or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this proposal document in its entirety, the District reserves the right to purchase the items herein specified from another vendor, after providing the Provider with a three (3) calendar day – (72 hours), or mutually agreed upon cure period. All additional costs or expenses incurred by reason of the failure of Provider, as above stated, shall be paid by Provider and his sureties, if any. The price paid by the District shall be considered the prevailing market price at the time such purchase is made. In the event that the District terminates its orders in whole or in part, District may procure supplies or services similar to those so terminated from other sources, and the Provider shall be liable to the District for any additional costs for such similar supplies or services.

**OR**

D. If Provider should file a petition for relief as a debtor, or should relief be ordered against Provider as a debtor, under Title II of the United States Code, or if Provider should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency.

The Provider shall not be liable for any excess cost if the failure to perform under this Agreement arises out of causes beyond their control. Such causes may include, but are not restricted to: acts of God or the public enemy, acts of the Government, acts of any of the District or anyone employed by them, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases are excluded from this section.
The Provider shall be required to deliver all supplies or services under this Agreement, which are not terminated.
The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

6. **TERMINATION OF AGREEMENT FOR CONVENIENCE; TERMINATION OF AGREEMENT WITH OR WITHOUT CAUSE:** As required by the Code of Federal Regulations, Appendix II to Part 200 (B), the District may terminate this Agreement at any time by giving the Vendor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Provider shall be entitled to no further compensation or payment of any type from the District.

7. **INDEMNIFICATION:** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

   This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party's legal representatives, successors, and assigns.

8. **Omitted**

9. **Omitted**

10. **INSURANCE:** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:
    a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

| | Each Occurrence | Aggregate |
|---|---|---|
| Individual, Sole Proprietorship, Partnership, Corporation, or Other | $ 2,000,000.00 | $ 4,000,000.00 |

    Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.
    Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.
    b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:
        Commercial vehicles: $2,000,000.00 combined single limit
    c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of $1,000,000.
    In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless

such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

d. Omitted
e. Omitted
f. Omitted
g. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
h. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the district.
i. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
j. Endorsements. Provider's and any and all Provider subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
    1) General Liability
        CG 20 10;
    2) Primary, Non-Contributory
        CG 20 01 01 13
    3) Waiver of Subrogation
        CG 24 04 05 09
    4) Commercial Automobile Liability
        CA 20 48 10 13
k. Provider's and any and all Provider subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.
l. Deductibles. Provider shall be responsible to pay deductible or self-insured retention and the District shall not be responsible to pay these costs.
m. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the District.
n. Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

o. Failure to Procure Insurance**.** Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

11. **INDEPENDENT CONTRACTOR:** Provider is and shall at all times be deemed to be an independent Contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District and Provider or any of Provider's agents or employees. Provider assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Provider, its agents and employees shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees.

12. **NO WAIVER:** The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

13. **ASSIGNMENT OF THE AGREEMENT:** No agreement awarded under this proposal shall be assigned without the prior written approval of the District.

14. **RECORD RETENTION:** Provider shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. Provider shall preserve and make available its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of three (3) years from the date of expiration of this Agreement or until released in writing from this obligation by the District. Provider is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.
    Provider certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. Provider further certifies that Provider will retain all records associated with this procurement as required by 2 CFR § 200.334 for a period of three years after District submits final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

15. **NOTICE:** Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:
    (1) If notice is given to District, by personal delivery thereof to District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to District, and sent by registered or certified mail with postage prepaid;
    (2) If notice is given to Provider, by personal delivery thereof to said Provider, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Provider at its regular place of business or at such address as may have been established

for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

16. **INCLUSION OF REQUIRED LAW:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction. Provider warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any.

17. **EXCUSE FOR NON PERFORMANCE – FORCE MAJEURE:** The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by (1)act of God, (2)fire, (3)strike, (4)partial or total interruption of, loss or shortage of transportation facilities, (5)lockout, (6)commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

18. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District.

19. **GOVERNING LAW AND VENUE:** In the event of litigation, the RFP documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Ventura County.

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

21. **COUNTERPART EXECUTION:** If awarded, contract/agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of the contract/agreement may be delivered by PDF email and shall have the same legal effect as an “ink-signed” original.

22. **FULL AUTHORITY TO SIGN:** Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

District

By: _____
Dr. Ahsan Mirza
Assistant Superintendent, Business Services

Provider

By: _____
(Signature)

_____
(Printed Name)

Title: _____

_____
(Street Address)

_____
(City, State, Zip Code)

(_____) (_____)
(Phone)

_____
(Federal Tax ID Number)

_____
(Contact Person Email Address)

## SPECIAL PROVISIONS

**In the event of contradicting information between these Special Provisions and any other section of the RFP document, these Special Provisions shall prevail.**

1. Nutrition Guidelines are based on current Federal and State guidelines and are subject to change during the term of the Agreement.
2. A complete nutritional facts label for one (1) individual serving including all ingredients and major food allergens used on the preparation of the product will be required. Information regarding school meal pattern requirements met by each product must be provided with the proposal at opening. Products must specify zero grams of trans-fat per serving (Public law no. 111-296, Healthy, Hunger-Free Kids Act of 2010).
3. All products must be produced, processed, handled and distributed in accordance with the laws and regulations of the local county Health Department. The District reserves the right to inspect the plant and facilities of the Vendor, or Vendor's suppliers, prior to or after award of contract. The Vendor, and Vendor's suppliers, must display a valid local county Health Department permit. The District may at any time during the agreement period require a recent health department report from the Vendor or Vendor's suppliers.
4. The storage, preparation, handling, and delivery of the food products shall comply with all applicable health and safety laws and regulations. The successful Vendor shall immediately notify the District in writing of any potential disease, illness, or recalls associated with the food product which stem from improper procedures or defective food product.

Continued…

5. Delivery

| Number of Sites | 25 |
|---|---|
| Preferred Days of Delivery | Once Weekly |
| Preferred Time of Delivery | 7:00am-11:00am |

Deliveries are to be made once weekly to the district twenty-five (25) school sites. Deliveries may be made outside of preferred time with approval of Food and Nutrition Services District office.

**FREQUENCY OF DELIVERIES and DELIVERY LOCATIONS & TIMES are detailed below. Any ongoing delivery changes must be agreed to in writing by the District's Food and Nutrition Services Department. In the event of an incidental delivery change, the District's Food and Nutrition Services Department must be notified as soon as possible.**

The set-up of orders and delivery times may vary per school. Successful vendor(s) must work with the Food and Nutrition Services Department and/or school sites on both set-up and delivery.

Delivery slips are required with every delivery, and a copy shall be left at the individual schools. An invoice signed by the manager or designee is required in order for the invoice to be processed for payment. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued within 10 operating days.

**FREQUENCY OF DELIVERIES**

Frequency of deliveries will be at minimum once per week, and a maximum of twice per week, depending on volume and space. The District preference is for deliveries between 7:00-11:00am however, will consider deliveries outside this time with approval. No products are to be left on site prior to staff arriving.

**DELIVERY LOCATIONS & TIMES**

Delivery locations are listed below. Deliveries need to be received between 7:00-11:00am or another time if pre-arranged.

| Delivery Location | Address | Phone | Manager |
|---|---|---|---|
| **Secondary Sites** | | | |
| Buena High | 5670 Telegraph Rd., Ventura 93003 | (805)289-1826 x1555 | Angie Marin |
| Foothill Technology High | 100 Day Rd., Ventura 93003 | (805)289-0023 x1555 | Lori Walker |
| Pacific High | 501 College Dr., Ventura 93003 | (805)289-7950 x1555 | Brandy Chappell |
| Ventura High | 2155 E. Main St., Ventura 93003 | (805)641-5116 x1555 | Louise Smith |
| Anacapa Middle School | 100 S. Mills Rd., Ventura 93003 | (805)289-7900 x1555 | Shannon Pompa |
| Balboa Middle School | 247 Hill Rd., Ventura 93003 | (805)289-1800 x1555 | Sarah Ortiz |
| Cabrillo Middle School | 1426 E. Santa Clara St., Ventura 93001 | (805)641-5155 x1555 | Marni Noriega |
| DATA Middle School | 2060 Cameron St., Ventura 93001 | (805)641-5165 x1555 | Cathy Carriger |
| **K-8 Site** | | | |
| Atlas | 760 Jazmin Ave., Ventura 93004 | (805)672-2701 x1555 | Alicia Mendez |
| Lemon Grove | 450 Valmore Ave., Ventura 93003 | (805)289-1817 x1555 | Rachelle Tackett |
| Sunset School | 400 Sunset Ave., Oak View 93022 | (805)649-6600 x1555 | Susan Guzman |
| **Elementary Sites** | | | |
| Citrus Glen Elementary | 9655 Darling Rd., Ventura 93004 | (805)672-0220 x1555 | Mirnaliz Martinez |
| Elmhurst Elementary | 5080 Elmhurst St., Ventura 93003 | (805)289-1860 x1555 | Marixma VasquezLugo |
| E.P. Foster Elementary | 20 Pleasant Pl., Ventura 93001 | (805)641-5420 x1555 | Yezenia Flores |
| Juanamaria Elementary | 100 S. Crocker St., Ventura 93001 | (805)672-0291 x1555 | Kanya (Grace) Lee |
| Junipero Serra Elem. | 8880 Halifax St., Ventura 93004 | (805)672-2717 x1555 | Kim McCormick |
| Lincoln Elementary | 1107 E. Santa Clara St., Ventura 93001 | (805)641-5438 x1555 | Raylene Lopez |
| Loma Vista Elementary | 300 Lynn Dr., Ventura 93003 | (805)641-5443 x1555 | Shawna Kasamis |
| Montalvo Elementary | 2050 Grand Ave., Ventura 93003 | (805)289-1872 x1555 | Anamaria Vasquez |
| Mound Elementary | 455 S. Hill Rd., Ventura 93003 | (805)289-1886 x1555 | Tylisha Hernandez |
| Pierpont Elementary | 1254 Martha's Vineyard Ventura 93001 | (805)641-5470 x1555 | Cathy Burke |

| | | | |
|---|---|---|---|
| Poinsettia Elementary | 350 N. Victoria Ave., Ventura 93003 | (805)289-7971 x1555 | Leigh Anne Schuyler |
| Portola Elementary | 6700 Eagle St., Ventura 93003 | (805)289-1734 x1555 | Tressa Cormier |
| Sheridan Way Elem. | 573 Sheridan Way, Ventura 93001 | (805)641-5491 x1555 | Jennie Barrios |
| Will Rogers Elem. | 316 Howard St., Ventura 93003 | (805)641-5496 x1555 | Diane Cargnino |
| | | | |
| **Invoicing** | | | |
| Send all invoices, referencing Ventura USD purchase order number, to: | | | |
| Accounts Payable Dept | 255 W. Stanley Ave., Suite 100 | Ventura CA 93001 | Joseph Burnell |
| District offices | (805) 641-5000 | Email: accountspayable @venturausd.org | |

## EVALUATION AND AWARD

### TECHNICAL and PRICE EVALUATION for RESPONSIVE VENDORS

To be deemed responsive and qualify for evaluation, proposal must be timely submitted and materially satisfy all mandatory requirements identified in this RFP. Nonresponsive proposals will not be evaluated. Responsive proposals will be evaluated and scored as described below.

| CRITERIA | MAXIMUM POINTS |
|---|---|
| Completeness of Response | 10 |
| Vendor's Reputation and References | 15 |
| Vendor's Ability to Provide Requested Products | 35 |
| **PRELIMINARY POINT TOTAL** | **60** |
| | |
| Pricing | 40 |
| **FINAL POINT TOTAL** | **100** |

Using the Criteria and Maximum Points shown above, proposals will be evaluated to arrive at a Preliminary Point Total to be applied to each item proposed by Vendor.

**On a per item basis**, the lowest proposal price will receive the maximum Pricing points, with remaining proposals receiving the maximum Pricing points reduced by the same percentage that their proposal price exceeds the lowest proposal price.

The Final Point Total will be calculated by summing the Preliminary Point Total and the Pricing Points, resulting in the Vendor's Total Proposal Points.

**The District's Board of Education will consider award BY LINE ITEM to the Vendor with the highest Final Point Total.**

**In order to increase efficiency, the District reserves the right to award on a line item basis to the two respondents whose proposals result in the largest, and second largest, number of items receiving the highest Final Point Total.**

1. **GEOGRAPHIC PREFERENCES**: VUSD may not apply geographic preferences in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by the District in a Food and Nutrition Services Program. See 7 C.F.R. § 210.21.

**2. CONFLICT OF INTEREST**: No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. See 2 C.F.R. § 200.318(c)(1). VUSD officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. VUSD maintains written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

**3. NON-EXCLUSIVITY AND MULTIPLE AWARDS:** Any award(s) resulting from this RFP is nonexclusive. VUSD reserves the right to make no awards, or award one or more line items, in part or in whole, to a single Vendor or to multiple Vendors.

**4. DISQUALIFICATION**: Vendor may be disqualified before or after VUSD opens proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to the District. Non-responsive proposals and deviations/exceptions stipulated in Vendor's response may also result in disqualification.

**5. SMALL BUSINESS AND MINORITY, WOMAN, AND DISABLED VETERAN BUSINESS ENTERPRISE (MWDVBE):** VUSD encourages minority, women, and disabled veteran owned business enterprises to submit proposals based upon their capacity to perform and be successful. Minority and woman business enterprises must submit documentation of qualification as outlined in Public Contract Code (PCC) Section 2000. Disabled Veteran Business Enterprises must be California State certified.

Eligible MWDVBE Vendors will be entitled to a 5% proposal pricing preference

- Further information on minority and woman business enterprises can be found at the PCC website: https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=1.&chapter=2.&article=
- Certification for Small Business and Disabled Veteran Business Enterprise Services is located at the following California website, https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise?search=certification%20disabled%20veteran

**6. AWARD OF CONTRACT**: In accordance with applicable laws, rules, and regulations for public procurement, any award(s) will be made to the Responsible Vendor(s) whose Proposal(s) is/are determined to be the Best Value to VUSD. Additionally, the District reserves the right to negotiate all final terms and conditions of any preliminary agreement entered into with the awarded firm. The District makes no representations that any contract will be awarded to any vendor.

## PROPOSAL FORM PRICING SHEET(S)

Product specifications are based on products and pack sized currently in use. Alternate pack sizes may be accepted when pack size specified is not available. Some specific brands and specifications shown have been established by the District based upon the District's research and expertise, popularity of the food item, and/or brand name recognition; therefore, alternates may not be considered in circumstances where the menu, recipe, or sales may be affected. The District's shall be the sole judge as to whether such alternate products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District.

**Please see associated Excel Item Spreadsheet of products**

**DIRECTIONS:**

A. Vendor is to use the Excel Pricing Spreadsheet template provided.
On each spreadsheet tab, from left to right, Vendor shall provide the following column information per line item:

- **Description**
- **Pack Size – per case**
- **Product Code**
- **Alternative Manufacturer, pk size, code**
- **ALL ITEMS MUST Meet Buy American Provision**
- **Price**
- **Usage** – approximate case use from district.
- **Notes** – any additional information associated with the line item that you would like to share with the District

**B. A PRINTED and SIGNED copy of each spreadsheet must accompany the completed electronic spreadsheet as part of the formal proposal.** In the case of discrepancies, the paper copy of the proposal will be deemed the true proposal document and the basis of the award.

C. Vendor is to submit all pricing spreadsheet pages, even those without responses.

D. Whenever the specification notes "only," this requirement is made in order for the District to match existing supplies and equipment or because no other equal is known to exist. Vendor may submit "equal" products in accordance with the sample provision (see Instructions & Information for Vendors, "SAMPLES" section).

E. The District reserves the right to purchase additional units, at various quantities, under the terms and conditions provided in this proposal. Vendor must submit the unit price for each item proposal, reflecting any quantity breaks in a separate column of the spreadsheet. Vendors must enter this information in the column provided. A single unit price submitted on the Proposal Response Form shall be interpreted to be the price for any quantity amount ordered.

**F. The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the**

**products submitted as "equal" to the District's specifications, and not necessarily accept the lowest price offered.**

G. The District reserves the right to reject proposals with multiple items per line item. Vendors submitting proposals with more than one item per line item may be rejected on grounds of non-responsiveness or non-responsibility.

## VENDOR QUESTIONNAIRE

Please complete this qualifying criteria questionnaire and submit with your proposal (may attach additional sheets if necessary). Responses should be as detailed as necessary in order to **thoroughly** answer the questions.

1. How do you plan to work with the District to set up a delivery schedule?

2. How many deliveries per week will you provide?

3. Do you have minimums for deliveries? **If YES, please state your minimum delivery amounts (dollar amount, case quantity, etc).**

4. What is your procedure for notifying customers of shortages and /or substitutions?

5. How many days lead-time do you require for an order?

6. What is your procedure for notifying customers of a product recall?

7. What procedures do have in place to fill emergency orders?

8. How many years has your company been in the bakery distribution business?

9. Has your firm backed out of a distribution contract with any school district(s) within the last 18 months? If so, please explain.

10. Has your firm been replaced at the will of any school district(s) during the last 18 months? If so, please explain.

11. Has your firm brought a claim against a public agency within the last 5 years? If so, please explain including the name of the public agency, nature of the claim, and the outcome.

12. Please list any additional charges and/or discounts or any other pertinent information related to this proposal.

13. What is your procedure for addressing product returns?

14. Do you now or have you ever had any direct or indirect business, financial, or other connection with any officer, employee, or consultant of the District? If so, please provide specific details of the relationship.

***End of Vendor Questionnaire***

# REQUEST FOR PROPOSALS
# RFP: FNS-26 Fresh Bakery Products

# Ventura Unified School District

**255 West Stanley Avenue, Suite 100**
**Ventura, CA 93001**

## FORMS TO BE SUBMITTED WITH PROPOSAL

# VENDOR CRITERIA FORM

The VUSD requires that the successful Vendor meet the following minimum requirements:

- Has been in business for minimum of 5 years
- Have three current school district references

Please provide three current school district references:

1. School District:

   _____

   Address:

   _____

   Contact Person: _____

   Phone: _____

   Email: _____

   Number of Deliveries per year:

   _____

2. School District:

   _____

   Address:

   _____

   Contact Person: _____

   Phone: _____

   E-mail: _____

   Number of Deliveries per year: _____

3. School District:

   _____

   Address:

   _____

   Contact Person: _____

   Phone: _____

   E-mail: _____

   Number of Deliveries per year: _____

_____ _____
Signature Title

_____ _____
Printed Name Date

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

# PROPOSAL FORM

**Pursuant to and in compliance with the Notice Inviting Proposals, Information for Vendors, General Conditions, Evaluation & Award, Proposal Form, Addenda, if any, and other documents relating thereto, the undersigned Vendor, having familiarized him/herself with the terms of the proposal and the conditions affecting the performance of the proposal, hereby proposes and agrees to perform, within the time stipulated everything required in this proposal for the amount herein set forth.**

1. **This proposal shall continue to remain in effect after the initial period indicated for as long as all parties remain in agreement for additional purchases.**

2. **Proposal INCLUDES THE FOLLOWING ADDENDA (by addendum number): ___, ___, ___, ___, ___**

Vendor
Name_____

Vendor Address
(street)_____

Vendor Address (city, state,
zip)_____

I, _____, _____
(Print Name) (Title)

**of the Vendor named above, acting as authorized agent, hereby certify under penalty of perjury in accordance with the laws of the State of California, that all the information submitted by the Vendor, in connection with this Request for Proposals, and all the representations herein made, are true and correct.**

Dated_____

_____ _____
Signature Telephone

E-mail
address_____

***END OF PROPOSAL FORM***

# “PIGGYBACK” CLAUSE FORM

For the term of the Contract and any mutually agreed extensions pursuant to this proposal, at the option of the Vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or district within the State of California may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (community colleges) of the Public Contract Code.

The VENTURA UNIFIED SCHOOL DISTRICT waives its right to require such other districts and offices to draw their warrants in favor of the District as provided in said Code Sections.

Any entity or agency within the State of California, and the awarded Vendor(s) engaged in the execution of orders under this Proposal, acting in accordance with Public Contracts Code, section 20118, shall not be construed as an officer, agent or employee of the Ventura Unified School District and shall indemnify and hold harmless its officers, agents and employees from any and all liabilities resulting from the use of this Proposal.

Acceptance or rejection of this clause **will not** affect the outcome of this proposal.

Please sign by your preference below.

Piggyback option granted: _____
(signature)

OR

Piggyback option not granted: _____
(signature)

**NONCOLLUSION DECLARATION TO BE EXECUTED BY VENDOR AND SUBMITTED WITH PROPOSAL**

(Public Contract Code section 7106)

*(Amended by Stats. 2011, Ch. 432, Sec. 37. Effective January 1, 2012.)*

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham proposal. The Vendor has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham proposal, or to refrain from proposing. The Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Vendor or any other Vendor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Vendor. All statements contained in the proposal are true. The Vendor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

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

_____

(Signature of Officer)

_____

(Typed Name of Officer)

_____

(Title/Office)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

_____[date], at _____[city], _____[state].

# EQUAL OPPORTUNITY EMPLOYMENT

For the promotion and insuring of equal opportunity for all persons, Federal 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.**

**41 CFR 60-1.4 Equal opportunity clause.**

(a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting

officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**41 CFR 60-300.5 Equal opportunity clause.**

(a) Government contracts. Each contracting agency and each contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

EQUAL OPPORTUNITY FOR VEVRAA PROTECTED VETERANS[3]

1. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as “protected veteran(s)”) in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

i. Recruitment, advertising, and job application procedures.

ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

iii. Rates of pay or any other form of compensation and changes in compensation.

iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

v. Leaves of absence, sick leave, or any other leave.

vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.

vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

viii. Activities sponsored by the contractor including social or recreational programs.

ix. Any other term, condition, or privilege of employment.

2. The contractor agrees to immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

3. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

4. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The “contractor official” may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The

disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.

6. As used in this clause: i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.

ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than $455 per week (or $380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

7. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

8. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

9. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice

electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

10. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.

11. The contractor will include the provisions of this clause in every subcontract or purchase order of $100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

12. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

[3] The definitions set forth in 41 CFR 60–300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.

**41 CFR 60-741.5 Equal opportunity clause.**

(a) Government contracts. Each contracting agency and each contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

Equal Opportunity for Workers With Disabilities

1. The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

i. Recruitment, advertising, and job application procedures;

ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

iii. Rates of pay or any other form of compensation and changes in compensation;

iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

v. Leaves of absence, sick leave, or any other leave;

vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor;

vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii. Activities sponsored by the contractor including social or recreational programs; and

ix. Any other term, condition, or privilege of employment.

2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers, or access to computers, that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The contractor will include the provisions of this clause in every subcontract or purchase order in excess of $10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

CERTIFICATE

I hereby certify that _____(Company)

is an equal opportunity employer as defined above.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Above Title of Authorized Representative

# CERTIFICATION REGARDING LOBBYING

**INSTRUCTIONS: To be completed and submitted ANNUALLY by 1) any Food and Nutrition Services entity receiving Federal reimbursement in excess of $100,000 per year and 2) potential or existing contractors/vendors as part of an original proposal, contract renewal or extension when the contract exceeds $100,000.**

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,00 0 and not more than $100,000 for each such failure.

| | |
|---|---|
| Vendor/Company Name: | |
| Address: | |
| Printed Name of Submitting Official: | Printed Title of Submitting Official: |
| Signature: | Date: |

## DISCLOSURE OF LOBBYING ACTIVITIES

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

| | | |
|---|---|---|
| **1. Type of Federal Action:**<br>[ ] a. Contract<br>[ ] b. Grant<br>[ ] c. Cooperative Agreement<br>[ ] d. Loan<br>[ ] e. Loan Guarantee<br>[ ] f. Loan Insurance | **2. Status of Federal Action:**<br>[ ] a. Proposal/offer/application<br>[ ] b. Initial award<br>[ ] c. Post-award | **3. Report Type:**<br>[ ] a. Initial filing<br>[ ] b. Material change<br><br>FOR MATERIAL CHANGE ONLY:<br>Year: _____ Quarter: _____<br>Date of Last report _____ |
| **4. Name and Address of Reporting Entity:**<br>[ ] Prime [ ] Subawardee<br>Tier _____, if known<br><br>Congressional District, if known: | **5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**<br><br>Congressional District, if known: | |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:**<br><br>CFDA Number, if applicable: | |
| **8. Federal Action Number, if known:** | **9. Award Amount, if known:**<br><br>**$** | |
| **10. a. Name and Address of Lobbying Entity**<br>(if individual, last name, first name, MI): | **10. b. Individuals Performing Services** (including address if different from No. 10 a)<br>(last name, first name, MI): | |
| (attach Continuation Sheet(s) if necessary) | | |

**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 the 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: Date:

| | |
|---|---|
| Federal Use Only | |

**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 sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 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 (No. 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 No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Proposal (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 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 No. 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

## SUSPENSION AND DEBARMENT CERTIFICATION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension.

A. Vendor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a 3-year period preceding this proposal 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;

3. 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 (A.2.) of this certification; and

4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the vendor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Vendor/Company Name

_____ _____
Signature of Authorized Representative Date

_____
Printed Name of Above

_____
Title of Authorized Representative

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

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

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

## OPTION #1 - CERTIFICATION

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

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

**OPTION #2 – EXEMPTION**

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

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

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

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

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

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

1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;

2) Establishing a drug-free awareness program to inform employees about all of the following:

   a) The dangers of drug abuse in the workplace;

   b) The person's or organization's policy of maintaining a drug-free workplace;

   c) The availability of drug counseling, rehabilitation and employee-assistance programs; and

   d) The penalties that may be imposed upon employees for drug abuse violations;

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

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

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

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

.

DATE: _____ _____

CONTRACTOR

By: _____

Signature

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

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

DATE: _____ _____

CONTRACTOR

By: _____

Signature

# Contractor's Certificate Regarding Worker's Compensation

(To be Executed by Vendor and Submitted with Proposal)

Labor Code section 3700 in relevant part provides:

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

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

_____
Signature of Authorized Representative

_____
Type Name of Above

_____
Title of Authorized Representative

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

# Clean Air and Water Certification

Vendor shall comply with The Clean Air Act (42 U.S.C. sections 7401-7671 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251-1387) as amended (Appendix II to 2 CFR Part 200[G]).

_____
Vendor/Company Name

_____ _____
Signature of Authorized Representative Date

_____
Printed Name of Above

_____
Title of Authorized Representative

# Certification for "Buy American" Provision

This Certification is required for all items domestically grown and processed in the United States which exceeds 50% domestic end product. Vendor is to provide certification for all products derived from domestic products to include Fruit, Vegetables, Grains, Legumes and Oil based products. Failure to certify such items may disqualify award of such line item.

**I certify that the following item(s) are produced and processed in the U.S. and contains over 51% of its agricultural food components, by weight or volume, from the U.S.**

Note: A manufacture certification on company letterhead may be substituted for this form as long as the exact same language listed above is used.

| Line Item Number: | Description: |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification, the Vendor is acknowledging the Buy American requirements per Instructions and Information Item #21 and will provide the requested documentation when offer of awarded item has been made to vendor.

Print

Signature:_____ Company Name:_____
(Copy, complete and sign for additional line items)

# Buy American Waiver Exception List

This documentation is required for all food items that ***are not*** produced and process in the U.S. with least 51% of its agricultural food components, by weigh or volume, from the U.S. The Buy America regulations state:

b) *Exceptions.* The purchase requirements described in paragraph (a) of this section shall not apply in instances when the recipient agency determines:

(1) Recipients have unusual or ethnic food preferences which can only be met through purchases of products not produced in the U.S.;
(2) the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality;
(3) the cost of U.S. produced food products is significantly higher than foreign products

[7 CFR 210.21(d), USDA Policy Memo SP 38-2017]

| Line Item Number: | Description: | Domestic Price | Non-Domestic Price (Foreign product) | Reason For Waiver |
|---|---|---|---|---|
| *Sample* | *Sample: Ground Cinnamon* | *NA* | | *Is not produced in the U.S. in sufficient and reasonable quantities* |
| *Sample* | *Sample: Canned Pineapple* | *$29.95* | *$59.95* | *U.S. Canned Pineapple is Significantly higher in cost (more than 10%)* |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification, the Vendor is acknowledging the Buy American requirements per Instructions and Information Item #21 and will provide the requested documentation when offer of awarded item has been made to vendor.

Print

Signature:_____ Company Name:_____

(Copy, complete and sign for additional line items)

## China Prohibition Certification

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

Subsequent Congressional Funding Acts have prohibited the same, most recently **The Continuing Appropriations, Agriculture, Legislative Branch, Military Construction and Veterans Affairs, and Extensions Act, 2026** (Public Law No. 119-37), Division B, Section 742 (becoming law on November 12, 2025) which reads, "*None of the funds made available by this Act may be used to procure raw or processed poultry products or seafood imported into the United States from the People's Republic of China for use in the school lunch program under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.), the Child and Adult Care Food Program under section 17 of such Act (42 U.S.C. 1766), the Summer Food Service Program for Children under section 13 of such Act (42 U.S.C. 1761), or the school breakfast program under the Food and Nutrition Services Act of 1966 (42 U.S.C. 1771 et seq.)*".

**We**_____(insert vendor name)**, certify that**_____(insert product name) **neither do, nor did, use federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China.**

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

The program operator and their supplier, e.g., manufacturer, processor, or distributor, should provide signatures by an authorized representative for each entity that acknowledges their agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116–260) and any similar subsequent acts prohibiting Food and Nutrition Services Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China.

_____ _____

Signature of Authorized Representative Date

_____

Printed Name of Above

_____

Title of Authorized Representative

# Proposition 12 - Farm Animal Confinement • Certification of Compliance

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.

California regulations require veal calves, breeding pigs, and egg-laying hens to be housed in systems that comply with specific standards for freedom of movement, cage-free design, and specified minimum floor space. These regulations also prohibit a farm owner or operator from knowingly confining these specific animals in a cruel manner, as well as prohibits a business owner or operator from knowingly engaging in the sale of shell eggs, liquid eggs, whole pork meat or whole veal meat from animals housed in a cruel manner.

**USDA Foods** - Sections 1320(e)(4), 1321(f)(4), and 1322(f)(4) of 3 CCR declare that federal purchases, including all USDA Foods are exempt from the limitations established by the Farm Animal Confinement Initiative. Therefore, there are no restrictions to egg or pork USDA Foods items when ordered through the FDP.

**Egg-laying Hen Confinement**
Section 1320.1(a) of 3 CCR states that no person shall knowingly engage in a commercial sale within the state of shell eggs or liquid eggs for human food if it is the product of an egg-laying hen that was confined in an enclosure that fails to comply with all of the standards set forth in Chapter 10, Article 1, regarding Egg-laying Hens.

Shell egg and liquid egg are defined as follows:

Shell Egg per 3 CCR, Section 1320(z): "Shell egg" means a whole egg of an egg-laying hen in its shell form, intended for use as human food.

Liquid Egg per 3 CCR, Section 1320(t): "Liquid eggs" are the products defined in section 25991(l) of the Health and Safety Code meaning eggs of an egg-laying hen broken from the shells, intended for human food, with the yolks and whites in their natural proportions, or with the yolks and whites separated, mixed, or mixed and strained. Liquid eggs do not include combination food products, including pancake mixes, cake mixes, cookies, pizzas, cookie dough, ice cream, or similar processed or prepared food products, that are comprised of more than liquid eggs, sugar, salt, water, seasoning, coloring, flavoring, preservatives, stabilizers, and similar food additives.

Further, Section 1320(t) states that all definitions described in Title 21 of the Code of Federal Regulations Parts 160.100 through 160.190 (April 2021) shall apply whether the egg is raw or pasteurized, co-packaged with other foods, or sold frozen, dried, freeze-dried, or as a cooked patty, puck, or other cooked form, and any mixture, irrespective of proportions, of two or more of the products specified in this subsection.

**Breeding Pig Confinement**
Section 1322.1(a) of 3 CCR states that no person shall knowingly engage in a commercial sale within the state of whole pork meat for human food if the whole pork meat is the product of a breeding pig, or the product of the immediate offspring of a breeding pig, that was confined at any time during the production cycle for said product in an enclosure that fails to comply with all of the standards set forth in Chapter 10, Article 3, regarding Breeding Pigs.

Whole Pork meat is defined as follows:

Whole pork meat, per 3 CCR, Section 1322.(ee): "Whole pork meat" uncooked cut of pork, including bacon, ham, chop, ribs, riblet, loin, shank, leg, roast, brisket, steak, sirloin, or cutlet, that is comprised entirely of pork meat, except for seasoning, curing agents, coloring, flavoring, preservatives, and similar meat additives. Whole pork meat does not include combination food products, including soups, sandwiches, pizzas, hotdogs, or similar processed or prepared food products, that are comprised of more than pork meat, seasoning, curing agents, coloring, flavoring, preservatives, and similar meat additives.

## On behalf of Company, I certify that Company is, and shall remain throughout contract term, compliant with Proposition 12, Farm Animal Confinement.

Print Name:_____ Date:_____

Signature:_____ Company Name:_____