

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

*398 B Street, South San Francisco, CA 94080
Phone (650) 877-8700 Fax (650) 583-4717*

**REQUEST FOR PROPOSAL No. 02-26
FOOD AND NUTRITION PRODUCTS, PAPER SUPPLIES AND DELIVERY SERVICES**

DATE	Event
April 20, 2026	Distribution of RFP
April 20 & April 27, 2026	Advertise RFP
May 4, 2026 by 1:00 pm	Deadline for Submitting Questions
May 18, 2026 by 1:00 pm	Bids Due
May 18, 2026 1:00 p.m.	Opening of the Bids
June 15, 2026	Award of Contract

Deliver to: South San Francisco Unified School District

District Office
398 B Street
South San Francisco, CA 94080

Contact: Nutrition Services Department
Robert Chan, Director of Nutrition Services
Tel: 650-877-8716; Fax: 650-737-9396
rchan@ssfusd.org

Proposals due at 1:00 pm on May 18, 2026

Table of Contents

SECTION 1: NOTICE CALLING FOR PROPOSALS	3
SECTION 2: NOTICE OF INTENT	4
SECTION 3: INSTRUCTIONS AND INFORMATION FOR VENDORS	5
SECTION 4: DISTRICT EVALUATION/SELECTION PROCESS	13
SECTION 5: TERMS AND CONDITIONS	17
SECTION 6: INSTRUCTIONS FOR CERTIFICATION.....	25
REQUEST FOR PROPOSAL SIGNATURE PAGE (Attachment 1).....	27
PROPOSAL FORM (Attachment 2)	28
VENDOR QUESTIONNAIRE (Attachment 3)	30
PROPOSER REFERENCES AND RESPONSIBILITY INFORMATION.....	33
VENDOR CRITERIA FORM (Attachment 4).....	34
NONCOLLUSION DECLARATION (Attachment 5)	35
CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION (Attachment 6)	36
REGARDING DRUG-FREE WORKPLACE (Attachment 7)	37
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY (Attachment 8).....	38
EQUAL OPPORTUNITY EMPLOYMENT (Attachment 9)	39
FINGERPRINT CLEARANCE CERTIFICATION (Attachment 10)	40
SUSPENSION AND DEBARMENT CERTIFICATION (Attachment 11)	41
CERTIFICATION REGARDING LOBBYING (Attachment 12).....	42
DISCLOSURE OF LOBBYING ACTIVITIES (Attachment 13).....	43
IRAN CONTRACTING ACT (Attachment 14).....	46
CLEAN AIR AND WATER CERTIFICATION (Attachment 15).....	47
CONTRACT AGREEMENT (Attachment 16).....	48
APPENDIX A – DISTRICT ESTIMATED USAGE AND PRICING WORKSHEET.....	49
PROPOSAL SUBMISSION CHECKLIST	50
PROPOSAL PROTEST PROCEDURES.....	52
U.S. DEPARTMENT OF AGRICULTURE NONDISCRIMINATION STATEMENT	54

SECTION 1: NOTICE CALLING FOR PROPOSALS
RFP NO. 02-26

In accordance with Public Contract Code 20111, notice is hereby given that the South San Francisco Unified School District (SSFUSD) of San Mateo County, California, acting by and through its Governing Board, will receive sealed Requests for Proposal (RFP) for the following:

RFP No. 02-26 FOOD AND NUTRITION PRODUCTS, PAPER SUPPLIES AND DELIVERY SERVICES

Proposals must be delivered in sealed envelopes marked “**RFP No. 02-26 FOOD AND NUTRITION PRODUCTS, PAPER SUPPLIES AND DELIVERY SERVICES**” to the District Office - Nutrition Services Department, Attn. Robert Chan, 398 B Street, South San Francisco, CA 94080, up to, but no later than, 1:00 p.m. on Monday May 18, 2026, at which time they will be opened to check for completeness by representatives of both the Nutritional Services and Business Services departments of said District. All proposals must be submitted on forms furnished by the District.

It is each bidder’s sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the bidder unopened. **The South San Francisco Unified School District is not responsible for proposals sent via U.S. Mail, UPS, and Federal Express or by any other delivery service.**

All bidders will be responsible for obtaining any addendums or revisions to the project. Questions or comments regarding this RFP must be put in writing and received by the South San Francisco Unified School District no later than 1:00 pm on May 4, 2026. Questions are to be emailed to rchan@ssfusd.org. The South San Francisco Unified School District shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than as instructed above.

Questions received by this deadline and corresponding answers will be included in an addendum posted under the “Doing Business with SSFUSD” section at: www.ssfusd.org on or before May 8, 2026.

The South San Francisco Unified School District reserves the right to reject any or all proposals and to waive any discrepancy or technicality. Refer to the formal request for proposal documents and specifications for additional information, terms, and conditions. RFP packages are available at no charge; no partial sets will be provided. To obtain an RFP package, visit the “Doing Business with SSFUSD” section at: www.ssfusd.org or email at rchan@ssfusd.org. No proposal may be withdrawn for ninety (90) days.

This institution is an equal opportunity provider.

Robert Chan
Director of Nutrition Services, Business Services

Newspaper: San Mateo County Times
Advertise dates: April 20, 2026 and April 27, 2026

SECTION 2: NOTICE OF INTENT

South San Francisco Unified School District (“The District”) is seeking proposals from qualified companies to procure and deliver frozen, refrigerated, and dry commercial food products, and Nutrition Services paper supplies. Contracts will be awarded to distributor(s) based on the objectives of this solicitation. This RFP defines the program, the products, and the services that are being sought from the Distributor and generally outlines the program requirements. 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.

SCOPE OF SERVICES

The selected vendor/s will partner with the District over the term of the contract resulting from this RFP to procure and deliver frozen, refrigerated, and dry commercial food products, and Nutrition Services paper supplies to one location, once a week.

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 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. **“Vendor/Distributor/Seller/Supplier/Contractor/Bidder”** refers to the person(s)/entity(ies) that submit the proposal to this RFP and to whom a contract is awarded pursuant to this RFP.
- D. **“Project”** means the Scope of Work for furnishing goods and services as outlined in this RFP.
- E. **“Proposal”** refers to the documents submitted by a Vendor that addresses the scope and requirements of this RFP.
- F. **“RFP”** refers to this Request for Proposal.
- G. **“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.
- H. **“Responsive Proposal”** refers only to those proposals that comply with all material and administrative aspects of this RFP.
- I. Singular terms shall include the plural and vice versa. A gender reference includes both genders.

SECTION 3: INSTRUCTIONS AND INFORMATION FOR VENDORS

PREPARATION AND SUBMISSION OF PROPOSAL FORM: SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT invites proposals on the forms enclosed to be submitted no later than **1:00 p.m. on Monday, May 18, 2026**. All blanks on the proposal form must be appropriately completed. Each proposal must be submitted in a separate sealed envelope bearing on the outside **“RFP No. 02-26 FOOD AND NUTRITION PRODUCTS, PAPER SUPPLIES AND DELIVERY SERVICES”**. It is the sole responsibility of the Vendor to ensure that the proposal is received by **1:00 p.m. on Monday, May 18, 2026**. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Vendor unopened.

1. PROPOSAL OPENING:

All proposals shall be publicly opened at **1:00 p.m. on Monday, May 18, 2026** at the:
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
398 B Street
South San Francisco, CA 94080

2. The RFP

- a. **PROPOSAL FORMAT AND REQUIRED INFORMATION:** Distributors responding to this RFP must follow the format in the section of Required Proposal Documents. Distributor must submit one (1) paper copy of their proposal. Proposals should be properly and legibly filled out in ink or typewritten, include responses to all questions, and are to be verified before submission, as they cannot be corrected after proposals are opened. Distributors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. It is the sole responsibility of the Distributor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral or telephonic modification of any proposal submitted will be considered. You may include a link to your company's web site to reference supplemental or additional information.
- b. Each proposal must have an original signature in ink of only one (1) responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Failure to sign properly may result in rejection of the proposal. Obligations assumed by such signature must be fulfilled.
- c. Corrections made of entries on the proposal must be initialed in ink by the same person who signs the form for the Distributor. No corrections can be made after the time stated for receiving quotations.
- d. Proposals are to be verified before submission, as they cannot be corrected after proposals are opened. All proposals shall be submitted in sealed envelopes bearing

on the outside the name of the vendor, the name and RFP number, submission due date and time. It is the sole responsibility of the vendor to see that his/her proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral, facsimile, electronic or telephonic modification of any proposal submitted will be considered.

- e. Distributors shall fully answer each question on the Proposal Worksheet and Vendor Questionnaire of this request for proposal. A proposal shall be deemed non-responsive if a Distributor fails to answer every question on the above mentioned documents.
3. **AGREEMENT PERIOD:** It is anticipated that the Agreement to be awarded under this proposal shall be effective July 1, 2026, through June 30, 2027.
 4. **QUESTIONS FROM VENDORS:** Questions or comments regarding this RFP (except to inquire about the number of addenda issued) must be put in writing, via email, to rchan@ssfusd.org **no later than 1:00 P.M. on Monday, May 2, 2026.** South San Francisco Unified School District shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.
 5. **ADDENDA/CLARIFICATIONS:** Responses to written questions received by the specified deadline will be incorporated in an RFP addendum posted under the “Doing Business with SSFUSD” section at: www.ssfusd.org on or before May 8, 2026. If it becomes necessary for the South San Francisco Unified School District to revise any part of this RFP, or to provide clarification or additional information after the RFP documents are released, addenda will be posted on the RFP website. Bidders are responsible for checking the RFP website for addenda by May 8, 2026. All addenda issued shall become part of the RFP and require signature of receipt by the Proposer included in issued addenda. If the District issues any addendum or revisions to the project, bidders are solely responsible for and must acknowledge receipt of addendum or revisions via signed addendum or revisions in their response. Failure to acknowledge and respond to any addendum or revisions issued by the District may, in the District sole discretion, render the bidder’s response to be deemed nonresponsive and may be rejected
 6. **EVIDENCE OF RESPONSIBILITY:** Upon request of the District, a Vendor whose proposal is under consideration for award shall promptly submit satisfactory evidence showing his financial resources. The District requires the name of three (3) references for whom similar supplies or equipment were provided during the previous year.
 7. **SAFETY AND SANITATION:** Nutrition Services staff will only receive product that meets all food safety and sanitation requirements, therefore Nutrition Services staff may at any time:
 - Inspect delivery trucks for any signs of contamination.
 - Check all expiration and best if used by dates.
 - Use thermometers to check temperatures.
 - Accept product only at acceptable temperatures.
 - Reject unacceptable items.

8. **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 the Vendor's disqualification for contract award.

9. **CERTIFICATIONS:**

- a. 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.
- b. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:
 - Section 306 of Clean Air Act (42 U.S.C. 1847[h]):
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>
 - Section 508 of the Clean Water Act (33 U.S.C. 1368):
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>
 - Executive Order 11738: <http://www.epa.gov/isdc/eo11738.htm>
 - Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPA's List of Violating Facilities
- c. **Debarment Certification**
The USDA Certification Regarding Debarment must accompany this proposal and each subsequent additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- d. **Lobbying**
The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 *CFR* Part 3018) must accompany this proposal and each additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- e. **Energy Policy and Conservation Act:**
<http://legcounsel.house.gov/Comps/EPCA.pdf>
the VENDOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

- f. Contract Work Hours and Safety Standards Act Compliance:**
<http://www.dol.gov/compliance/laws/comp-cwhssa.htm>. In performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act
 - g. The Certification Regarding the Iran Contracting Act**
 - h. The Contractors Certification** – Regarding Drug Free Workplace must accompany this Proposal
 - i. The Contractors Certification** – Alcoholic Beverages and Tobacco Free Workplace must accompany this proposal
 - j. The Contractors Certification** – Worker Compensation must accompany this proposal
 - k. Clean Air and Water Certification**
- 10. SIGNATURE:** The proposal must be signed in the name of the proposer and must bear the signature in longhand of the person or persons duly authorized to sign the proposal on behalf of the proposer. All documents identified in the Required Bid Forms Section must be signed in permanent ink. Unsigned responses may be considered non-responsive, thus resulting in rejection of the proposal.
- 11. PRICES:** Minimum contract terms is twelve (12) months. Quoted prices must stay in effect for twelve (12) months after an award of contract and may be extended upon mutual consent of District and vendor for up to two additional twelve (12) month periods or until the end of the school fiscal year, whichever is the shorter duration, in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). Any price increase must be in accordance with the San Francisco Area consumer Pricing Index with a maximum of 5% per contract term. In the event of a general price decrease the District reserves the right to revoke the contract award unless the decrease is passed on to the District.
- 12. EVIDENCE OF FINANCIAL RESPONSIBILITY:** Prospective Vendors shall submit, with their proposals, financial evidence showing the Distributor's ability and qualifications to perform the proposed contract. **If requested in writing, the District will not publicly disclose this information upon the opening of proposals unless required by law to do so.** The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of responsibility to perform the proposed contract may result in rejection of the proposal.
- 13. DELIVERY:** All prices shall be quoted FOB destination. Destination shall be to the destination as specified by the District. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight, fuel or the packing of the said articles is to be borne by the Vendor. Vendor will be responsible for all assessorial charges associated with the shipping of goods ordered due to failure to follow above listed shipping instructions.
- 14. INFERIOR PRODUCT:** The Distributor agrees to permit inspection of the delivered items by a representative of the District with the right of rejection of inferior merchandise. The decision of the District shall be final.

- 15. PACKAGING:** Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.
- 16. NUTRITIONAL INFORMATION AND LABELING:** In order to accommodate the computerized menu system utilized by the District, the successful Distributor shall be required to provide a complete nutrient analysis of some products, as requested by the District. The nutrient information may be obtained from an independent laboratory. The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), total sugars (gm), added sugars (gm) fat (gm), saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin D (mcg), calcium (mg), potassium (mg) and iron (mg).
- 17. ALL PROCESSED FOODS SHOULD NOT CONTAIN ANY ARTIFICIAL TRANS FAT:** All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans. Distributor shall notify the District whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the District's Nutrition Services Department.
- 18. DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS:** Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer's products and code numbers as requested by the District unless prior approval has been received to deliver alternate products. The District will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case. The District requests a 10 days advance notice if a desired product(s) is not available for any reason. The District shall be given options of a product that is of the same or higher quality at the same cost. Authorization of a substitute product shall be at the sole discretion of the District. When substitutions do occur, Distributor shall adjust ordering quantity to meet original orders and provide nutritional statements and ingredient listings of the replacement product. The Distributor must provide the specified product or an acceptable substitute, as determined by the District. If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the District for the full value of all of the identified meals, as determined by the National School Lunch Program, School Breakfast Program or other USDA Nutrition Programs. Financial restitution shall be made within 60 days of written request by the District.
- 19. DELIVERIES:** Deliveries will be made as follows:
- Delivery Address:** South San Francisco Unified School District Warehouse
398 B Street, South San Francisco, CA 94080
- Delivery Frequency:** Once a week per product category, plus an occasional second delivery in case of District urgent need or vendor shortage.

Delivery Timeframe: 11:30 a.m. - 1:00 pm and 1:30 pm - 3:00pm (for both Commercial Food products and Paper Products)

- **Commercial Food Products:** Deliveries to be made on **Thursdays only**.
- **Paper Products:** Deliveries may occur on any weekday, Monday through Friday.

The successful Distributor shall provide mutually acceptable delivery options to the District. Once a schedule is established, timely delivery is mandatory. The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. Once a mutually agreed upon delivery schedule is established between the Distributor and the District, timely delivery of all orders is expected. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption to service. If, at any time, a delivery cannot be made the Vendor must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Vendor's expense. Frequent occurrences may result in cancellation of the Contract. The Distributor must guarantee a 90% fill rate for all orders. For any order, if the proposer is unable to perform under the terms of the Contract, or if it fails to deliver any items ordered within the prescribed timelines, the District reserves the right to cancel any order(s) or purchase the item(s) on the open market, and to request and receive payment from the proposer for the difference between the contract price and the price the District pays on the open market.

20. ACCOUNTING: Invoices will be furnished in triplicate and include delivery site, product name, quantity, unit size, and unit price. The original copy is to be kept by the Distributor. The original invoice must be signed by the individual receiving the product and two copies are to be left for the Nutrition Services lead or designee. An invoice signed by the Nutrition Services lead 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 in a timely manner. Statements for all goods purchased within a calendar month shall be made available. Statements should be sent by the 5th of the month following the month of purchase. The payment terms of this contract shall be "Net 45 days" unless otherwise indicated below. All invoices are due and payable within 45 days from the "invoice date" or date of delivery. The Distributor will list all discounts and payment options available on the Proposal Worksheet if terms other than "Net 45 days" are offered.

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

22. SAFETY AND SECURITY: The Distributor shall comply with all District security regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (Cal Code). Distributor's representatives driving motor vehicles on school grounds must use extreme caution during times when school

is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the District.

- 23. NON-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code, Section 12900, and Labor Code, Section 1735 and the American with Disabilities Act, 42 USC and 12101 et. Seq.
- 24. HOLD-HARMLESS CLAUSE:** To the fullest extent permitted by law, the Distributor agrees to indemnify, defend and hold the District entirely harmless from all liability arising out of: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Distributor's employees or Distributor's subcontractor employees arising out of Distributors work under this proposal; and Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Distributor, or any person, firm or corporation employed by the Distributor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Distributors work under this proposal, including injury or damage either on or off the property of the District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the District. The Distributor, at the Distributor's own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, their officers, agents or employees in any action, suit or other proceedings as a result thereof.
- 25. ATTORNEYS' FEES:** In the event of any dispute between the District, and Contractor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written.

DISTRICT:

South San Francisco Unified School District

By: Ted O

Title: Assistant Superintendent Business Services

Address:

398 B Street
South San Francisco, CA 94080

Phone No: (650) 877-8716

Fax No: (650) 866-4719

PROVISIONER:

By: _____

Title: _____

Address:

Phone No:

Fax No:

Authorized Officers or Agents
(Corporate Seal)

SECTION 4: DISTRICT EVALUATION/SELECTION PROCESS

1. **AWARD:** The District reserves the right to reject any and all proposals without explanation or recourse and to negotiate with the companies submitting a proposal. The District further reserves the right to contract the work with whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:
 - a. After the opening of proposals, an RFP review committee representing the District will score the proposals based on the evaluation criteria.
 - b. The committee may investigate the qualifications of any bidder/vendor under consideration, require confirmation of information furnished by a bidder/vendor, and require additional information and/or evidence of qualifications to perform the services described in the RFP. The committee shall have the right to inspect the distribution facility or facilities and equipment to be utilized by the interviewed vendor.
 - c. The Committee will make a recommendation to the South San Francisco Unified School District Board of Education. The District as a whole will be the sole judge of merit and not necessarily accept the lowest price offered. South San Francisco Unified School District will issue an Intent to Award Letter to the successful proposer. The award will be formally made in a timely manner.
2. **INSPECTION OF FACILITIES – EVALUATION:** The District reserves the right to inspect the facilities of the Vendor prior to award of the contract. 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.
3. **PRODUCT QUALITY CONTROL:** The District reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor in default. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Distributor's plant is located or by the applicable federal standards, whichever is higher. Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of San Mateo or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher. Distributor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. Products received shall not have a shelf life or expiration date less than one month from the date of delivery. Distributor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. In the event of product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin. **Evidence of such procedures should be submitted with proposal (HACCP Plan, Food Security and Safety Program and Pest Control Policy)**

4. **PRICES:** Minimum contract terms is twelve (12) months. Quoted prices must stay in effect for twelve (12) months after an award of contract and may be extended upon mutual consent of District and vendor for up to two additional twelve (12) month periods or until the end of the school fiscal year, whichever is the shorter duration, in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). Any price increase must be in accordance with the San Francisco Area consumer Pricing Index with a maximum of 5% per contract term. In the event of a general price decrease the District reserves the right to revoke the contract award unless the decrease is passed on to the District.

5. Evaluation And Award

PROPOSAL EVALUATION CRITERIA

Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by the RFP review committee of the District. "Minimum qualifications" shall mean: complete proposals meeting all RFP instructions and conditions, received by the due date and time. Each proposal will be scored on a scale of 1 to 145.

Evaluation Criteria	Description and Points Awarded	Evaluation Criteria (see P.30)	Max. Points
Delivery	Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery.	E	20
Customer Services & References	Demonstrates ability to promptly respond to information requests, resolve issues, and provide timely/accurate delivery. Customer service staff should be easily accessible. Provides marketing strategies to assist District meal programs.	B	20
Experience, Competence, & Responsiveness	Ability to provide state-of-the-art technology for data collection, customized reports, and product traceability. Demonstrates substantial recent experience with California public schools. Efficient supply-chain management to ensure timely and accurate delivery and flexibility to address changes in needs of the District.	C	20
Responsibility & Business Sustainability	Evidence of integrated operations and financial capability to handle multi-year contracts successfully. Evidence of food-safety systems and social responsibility/economic stimulation for the Bay Area.	D	20

Food Safety - HACCP Plan and Plant Security	Vendors must be able to provide a Hazard Analysis Critical Control Point (HACCP) plan for their operation.	P.13 #3	10
Small Business and MWDVBE	Encouragement for minority, women, and disabled veteran-owned business enterprises to participate based on capacity to perform.	P.16 #5	5
Cost	Vendors should complete the District Estimated Usage and Pricing worksheet thoroughly to ensure transparency of cost structure for auditing and clarity.	A / Pricing worksheet	50
TOTAL POINTS:			145

(Vendors must reach a minimum of 70 points before being eligible to move to the cost portion of the Score Card)

Each proposal will be evaluated based on criteria and priorities defined by the District, with specific attention to those features, functional and technical aspects noted for each section. The District's evaluation panel will award a contract based on the prospective vendor submission that best meets the needs of the District with regard to the RFP specifications contained herein. Presentations/Interviews (if needed) may be requested by the evaluation panel. Vendors are advised that award may be made without interviews or further discussion. If presentations/interviews are needed, potential proposers will receive notification to interview with an evaluation panel.

A bidder must be able to deliver the items within the required delivery date in order to be declared responsive to this bid. The District reserves the right to make no award at all, reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid. Unsolicited services or incentives offered as part of the Proposal response will NOT be evaluated or considered in the award process.

- GEOGRAPHIC PREFERENCES:** South San Francisco Unified School District 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 Child Nutrition Program. See 2 C.F.R. § 200.319.
- 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). South San Francisco Unified School District officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. South San Francisco Unified School District 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 Contract resulting from this RFP is non-exclusive. South San Francisco Unified School District/District reserves the right to make no awards or award one or more Contracts, in part or in whole, to a single Vendor or to multiple Vendors.
4. **DISQUALIFICATION:** Vendors may be disqualified before or after the District 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):** The District in an effort to encourage minority, women and disabled veteran owned businesses enterprises to participate in the District RFP and submit proposals based upon their capacity to perform and be successful, this project may be awarded to more than one Vendor if it is in the best interest of the District to do so. MWDVBE must submit documentation of qualification as outlined in Public Contract Code (PCC) Division 2. Part 1., Chapter 2., **Responsive Bidders**.
 - A) Further information can be found at the following PCC web site,
http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=1.&chapter=2.&article=
 - B) Certification for Small Business and Disabled Veteran Business Enterprise Services is located at the following California website,
<http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>
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 the District.
7. **FORMATION OF CONTRACT:** A signed and submitted Proposal constitutes an offer to Contract with the South San Francisco Unified School District to provide the goods and/or perform the services specified in this RFP, thus eliminating the need for the formal signing of a separate contract. An RFP does not become a contract unless and until it is accepted by the South San Francisco Unified School District after approval by the South San Francisco Unified School District Board of Trustees. **No Vendor shall obtain any interests or rights in any award until the District issues Purchase Orders in the name of the vendor(s).** South San Francisco Unified School District does not sign Vendor contract forms. In the event that the District awards a project to Vendor and Vendor requests changes to the District's standard Contract form, the District reserves the right to cancel the award and re-award the project to an alternate Vendor.

SECTION 5: TERMS AND CONDITIONS

1. **PROVISION BUY AMERICAN:** Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Upon request, Vendors shall provide certification of the origin of food products.
2. **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, or physical or mental disability, or sexual orientation or any other category protected by the law, including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the 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 Act endorsement included with this agreement.
3. **AWARD OF AGREEMENT:** The District reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals or the bidding, 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 opening date.

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. Manufacturers' names, trade names, model and catalog number used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Products submitted as "equal" to the District's specifications will be evaluated, 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, and to the extent possible, award category of items to the prospective contractor(s) who best meets the objectives of this solicitation. Pricing should be offered from prospective contractor(s) for all items listed in the District determined categories.

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.

4. **ASSIGNMENT OF THE AGREEMENT:** No agreement awarded under this proposal shall be assigned without the prior written approval of the District.
5. **WITHDRAWAL OF PROPOSAL:** Any Vendor may withdraw his proposal personally or by written request at any time prior to the scheduled closing time for the receipt of proposals.
6. **INTERPRETATION OF PROPOSAL DOCUMENTS:** If any Vendor finds discrepancies in, or omissions from the RFP documents, they may submit to the Nutrition Services Director of the SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT a written e-mail request for

clarification and the response thereto will be e-mailed to all vendors. Corrections will be made by addenda issued to each company that has been sent or picked up a proposal packet. The District will not be responsible for oral interpretations. All addenda issued shall be incorporated into the proposal.

7. **TERMINATION OF AGREEMENT WITHOUT CAUSE:** Districts 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, Vendor shall be entitled to no further compensation or payment of any type from the District.
8. **MODIFICATIONS AND CORRECTIONS:** Changes in or additions to the Pricing Sheet, alternate proposals, or any other modifications of the proposal form which is not specifically called for in the proposal documents may result in rejection of the proposal as not being responsive to the Request for Proposal. No oral or telephone proposals or modifications shall be considered. Proposals submitted must not contain any erasures, inter-lineation, or 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 their opening.
9. **ERASURES, INCONSISTENT OR ILLEGIBLE PROPOSALS:** The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the proposal. In the event of inconsistency between words and figures in the proposal price term, words shall control figures. In the event that the District determines that any proposal is unintelligible, inconsistent or ambiguous, the District may reject such proposal as not being responsive to the RFP.
10. **MULTI-YEAR EXTENSIONS:** Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal school years.

The extension may be granted on a year by year basis provided that the following conditions are being met:
 - A. The District 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. Price increase must not exceed the San Francisco Area Consumer Price list for the current year with a maximum of 5% per contract term.
11. **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.
12. **VEHICLE DELIVERY CONDITIONS:** All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection. Vehicles must be capable of maintaining foodstuffs at appropriate

temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures. Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 40°F or lower. Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings. Any product that fails to be delivered within these parameters will be rejected.

- 13. 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.
- 14. PRODUCT RECALLS:** If a product recall is instituted on an item that has been furnished and delivered to Districts, Vendor must immediately notify the Nutrition Services Department with all pertinent information regarding the recall.
- 15. CREDIT MEMOS:** The Vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the Nutrition Services Department.
- 16. FUEL SURCHARGES:** Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.
- 17. ORDER CONDITIONS/DELIVERY MINIMUMS:** The District shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.
- 18. DELIVERY FREQUENCY:** All prices shall be quoted FOB destination. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight, fuel or the packing of the said articles is to be borne by the Vendor.
- 19. QUANTITIES:** Quantities shown are estimated usages of the District for the proposal period. The district reserves the right to purchase more or less of the units specified. The District will order in quantities best suited to the District's needs and storage facilities. Price proposals shall be firm and shall not increase or include shipping or any additional handling fees for ordering in small quantities. (These quantities are not guaranteed by the District but are included for information.)
- 20. 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.
- 21. PREVAILING LAW:**
In the event of any conflict or ambiguity between **a)** the Instructions and Information for Proposers, Instructions for Submitting Proposals, General Conditions, Specifications,

Agreement, or any other document forming a part of this Request for Proposals, and **b)** state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law

22. INDEPENDENT CONTRACTORS: While providing the items included herein, the Vendor is an independent contractor and not officer, employee, or agent of the District.

23. LIABILITY/COPYRIGHT: The proposer shall hold any District, its officers, agents, servants and employees harmless from liability or any nature of kind whatsoever on account of use by the publisher or author, manufacturer, or agent, or any copyrighted composition, secret process, patented or unpatented invention, or appliance furnished or used under this bid.

24. EXCUSE FOR NONPERFORMANCE – FORCE MAJEURE CLAUSE:

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

25. TAXES: Taxes, whether Local, State, or Federal, shall not be included in the proposal price term.

26. LIMITATIONS: The District shall not be obligated to accept the lowest priced proposal, but will be evaluating proposals with the intent of awarding to responsible distributor(s). The District reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the District. The District may take into account the performance of the proposer with respect to any recent contract(s) with other school districts. The District, however, reserves the right to reject any one or all proposals, to waive any informality in the proposals, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the best proposal meeting all the criteria specified in the proposal and is in the best interest of the District. This RFP is not an offer by the District to contract with any party responding to this RFP. The District makes no guarantee that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The District shall, in no event, be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the services contract, if at all, is at the sole discretion of the District.

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

28. SIGNATURES: Proposals must be signed with the firm name and by an authorized officer, agent or employee. Obligations assumed by such signature must be fulfilled.

29. COMMENCEMENT OF DELIVERIES: After receiving written notification of award, the successful Vendor(s) shall be required to commence with the delivery of all items, which have been awarded within fourteen (14) days after receipt of a participating district purchase order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this proposal.

30. PROPOSAL DOCUMENT: 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. Proposals should be verified before submission, as they cannot be withdrawn after their opening.

a. PROPOSAL FORM DIRECTIONS:

- A. Vendor is to use the Pricing Sheet template provided on the accompanying proposal documents.
- B. The Pricing Sheet must accompany the completed formal proposal.
- C. Vendor is to complete requested information on Pricing Sheet.
- D. Vendor is to submit all pricing spreadsheet pages, even those without responses.
- E. The District reserves the right to purchase additional units, at various quantities, under the terms and conditions provided in this proposal.
- 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.
- L. The District reserves the right to reject proposals with multiple items per line item (multiple flavors are not considered multiple items). Vendors submitting proposals with more than one item per line item may be rejected on grounds of non-responsiveness or non-responsibility.

- b. GENERAL INSTRUCTIONS – RFP NO. 02-26:** Proposals are requested for furnishing the District frozen, refrigerated, dry commercial food products, and Nutrition Services paper supply products for the period of July 1, 2026 through June 30, 2027. The District reserves the right to determine purchase amount based on the District's operational need. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. The signatures of all persons shall be in longhand in ink. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. All proposals shall be submitted in sealed envelopes bearing on the outside the name of the vendor, the name and RFP number, submission due date and time. It is the sole responsibility of the vendor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral or telephonic modification of any proposal submitted will be considered.

31. PRICING: Proposed pricing will be offered as single delivery site.

The District Estimated Usage and Pricing Worksheet (bid pricing form) will be provided to prospective bidders at time bid packet is received. The file will be posted on-line at www.ssfusd.org and can be e-mailed to prospective bidders upon e-mail request to Robert Chan, rchan@ssfusd.org. The file must be submitted on a media storage device, accessible (unprotected Excel file) by the District, with the complete bid packet. A signed printed original hard copy of the Excel file of the bid pricing form must be provided. The hard copy will serve as the official document for submitted pricing. The hard copy will supersede the Excel file.

32. SAMPLE REQUESTS: For evaluation purposes, samples may be requested from any Proposer. Samples shall be provided at no charge unless Proposer indicates on his proposal the exact charge for samples. Items marked on the Estimated Usage and Pricing Worksheet as "sample required" or requested after the opening of the bids must be submitted by 1:00 PM, on Monday May 18, 2026. Samples should be submitted to Robert Chan, South San Francisco Unified School District, 398 B Street, South San Francisco, CA 94080. Clearly identify which line item the sample is being provided for. The South San Francisco Unified School District reserves the right to consume samples for testing purposes. The South San Francisco Unified School District or designee may retain samples until delivery and acceptance of contracted items. Proposers shall remove samples at his expense within thirty (30) days of request by the South San Francisco Unified School District or designee.

33. PLACEMENT OF ORDERS & LEAD TIME: Orders shall be issued directly to the vendor by the District, commencing from proposal award (July 1, 2026 through June 30, 2027). Ordering and lead time procedures will be mutually agreed upon between vendor and district, but not to exceed 14 calendar days.

34. SUBSTITUTIONS: Substitutions for awarded items must be pre-approved by the receiving district and delivered at or below awarded price.

35. ORDER LIABILITY: Any liability created by an order issued against this agreement shall be the sole responsibility of the District.

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

37. INVOICES: Invoices shall be submitted in triplicate to the District and shall contain the following information: purchase 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.

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

39. INSURANCE: Without limiting vendor's indemnification of the District, Vendors shall provide and maintain at its own expense during the term of the resulting contract, the following

program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the District and evidence of such program(s) satisfactory to the District shall be delivered to the District on or before the effective date of Contract. Such evidence shall specifically identify the contract and shall contain express conditions that the District is to be given at least thirty (30) days written notice in advance of any modification or cancellation of any policy of insurance.

A) Liability

Such insurance shall be primary to and not contributing with any other insurance maintained by the District, and shall name South San Francisco Unified School District as an individual insured, and shall include but not be limited to:

1) Comprehensive General Liability Insurance

Endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of \$2,000,000.00 per occurrence.

2) Comprehensive Automobile Liability

Endorsed for all owned and non-owned vehicles with a combined single limit of \$2,000,000.00 per occurrence.

B) Worker's Compensation

A program of Worker's Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services on behalf of vendor and all risks to such persons under this contract

C) Product Liability

Vendor must maintain liability insurance including extended coverage for product liability in an amount not less than two million dollars (\$2,000,000.00) combined single limit and provide each participating district with a certificate evidencing insured and specifying that coverage shall not be canceled or modified without 30 days prior notice

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

11. DEFAULT: the District may, by written notice of default to the Vendor, terminate the whole or any part of their order under this Agreement if:

A. The Vendor fails to make delivery within the time specified herein.

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 seller's cost. Seller shall arrange for pick up after written notification by the District. Seller shall be responsible for cost of replacement if purchaser deems it necessary to procure suitable substitute items from supplier other than original seller. Purchaser may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

OR

C. If the successful Vendor 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 vendor 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 the successful Vendor, as above stated, shall be paid by such Vendor 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. The Vendor 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 Districts 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 Vendor shall be required to deliver all supplies or services under this Agreement, which are not terminated.

12. DETERMINATION OF APPLICABILITY OF EMPLOYEE FINGERPRINT REQUIREMENTS OF CONTRACTORS AND INDEPENDENT CONTRACT CONSULTANTS:

Background

Pursuant to Education Code Section 45125.1, it is necessary to the District to determine whether a contractor of independent contract consultant must have its employees fingerprinted and screened for criminal records.

There are two bases for exemption:

1. Emergency Contacts – Exempt

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

2. Limited Pupil Contact – Exempt

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

In determining whether a contract employee or independent contract consultant has limited contact with pupils, the site, program, or project manager shall consider the totality of the circumstances, including factors such as the length of time the contractor or independent contract consultant will be on school grounds, whether pupils in the proximity of the site the contractor/independent contract consultant will be working, and whether the contractor's employees/independent contract consultant will be working by themselves or with others.

In all cases, the site, program, project administrator SHALL take appropriate steps to protect the safety of any pupils that may come in contact with these individuals.

The District has made an initial determination that the infrequent delivery requirements of short duration to meet the terms of this contract are such that supplier access to pupils will be limited and unnecessary. Accordingly, employee fingerprinting and background check for criminal records will be at the discretion of the District unless and until such time as an incident involving

supplier employee(s) making deliveries to the District sites have been cleared by the California Department of Justice regarding background check.

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

SECTION 6: INSTRUCTIONS FOR CERTIFICATION

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

REQUEST FOR PROPOSAL SIGNATURE PAGE (Attachment 1)

This Request for Proposal (RFP) is for **Food and Nutrition Products, Paper Supplies and Delivery Services** for the South San Francisco Unified School District.

Before submitting a proposal, please read the Instructions, Required Proposal Documents and Contract Agreement and thoroughly acquaint yourself with the project. Submit all proposals in a sealed envelope showing the Company Name, RFP Name & Number, Submission Due Date, and Time. Bids must reach the South San Francisco Unified School District Business Services Department, at the address listed above by the time and date listed above. Follow the Required Proposal Documents Checklist to assist with ensuring a complete bid package.

Questions and answers to the questions submitted by vendors will be published in an Addendum on May 9, 2026. If further clarification is needed, call Robert Chan at the South San Francisco Unified School District at (650) 877-8716.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signed By: _____

Printed Name of Signor above: _____

Title: _____ Date: _____

Company Name: _____

Mailing Address: _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

E-Mail Address: _____

PROPOSAL FORM (Attachment 2)

Proposal Number RFP NO 02-26

Proposal Closing Date: 1:00 p.m. on Monday May 18, 2026

Proposal Closing Site: South San Francisco Unified School District

To: Robert Chan, Nutrition Services Department, South San Francisco Unified School District

TO THE GOVERNING BOARD OF
SOUTH SAN FRANCISCO UNIFIED
SCHOOL DISTRICT

DATE _____

BIDDER _____

The undersigned, having carefully examined the proposed site, all of the bidding documents, including but not limited to, the Specifications, the Notice Inviting Bids, the Instructions to Bidders and the General Conditions:

FOOD AND NUTRITION PRODUCTS, PAPER SUPPLIES AND DELIVERY SERVICES BID NO. 02-26

(Name and Address of Bidder)

hereby proposes and agrees to furnish all equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the above named project in strict conformity with the Specifications.

Addenda No. _____

Date _____

Addenda No. _____

Date _____

Addenda No. _____

Date _____

It is understood that the District reserves the right to reject this proposal and that this proposal shall remain open and not be withdrawn for the period specified in the Request for Proposals.

It is understood that South San Francisco Unified School District may utilize your service or equipment for a duration of twelve (12) months or more in accordance with California Education Code Sections 17596 (K-12) and 81644 (Community Colleges)

NON COLLUSION - By signing and submitting this proposal, I/we declare under penalty of perjury under the laws of the State of California that the price(s) quoted were arrived at independently. Neither the bid price nor the approximate amount of the bid has been disclosed to other proposers or potential proposers. Furthermore, I/we attest that no attempt has been made or will be made to induce any other entity to refrain from bidding or to submit any complementary proposal on the proposed contract and that this proposal is made in good faith.

TIME IS OF THE ESSENCE. The undersigned fully understands that a contract is formed upon the acceptance of this Proposal by the District, and the undersigned further agrees that he will promptly execute and deliver to District a written memorial of the contract together with the required Workers' Compensation and Liability Insurance as requested in an award letter to be issued after Board acceptance.

IMPORTANT NOTICE: If proposer or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if proposer or other interested person is an individual, state first and last names in full. This document must list names of person or persons authorized to bind the proposing organization.

If the proposer is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and that _____, whose title is _____, is authorized to act for and bind the corporation.

It is understood and agreed that, should Bidder fail or refuse to return executed copies of the Agreement, Contractor's Certificate, and Certification of Insurance to the District within five (5) days of actual notice of the award of the contract to bidder, then the security may be forfeited to the District as liquidated damages.

Name of Bidder _____

Type of Organization _____

Signed by _____ Print Name:

Title of Signer _____

Address of Bidder _____

Telephone Number _____ Email address: _____

If bidder is a corporation, affix corporation seal.

South San Francisco Unified School District
398 B Street
South San Francisco, CA 94080

VENDOR QUESTIONNAIRE (Attachment 3)
 SSFUSD Nutrition Services
Request for Proposal NO. 02-26

Please complete this questionnaire and submit with your proposal. Attach additional sheets if needed.
 (Evaluation criteria: A = Cost, B = Customer Service & References, C = Experience & Competence, D = Sustainability, E = Delivery)

1. Will you be able to meet the specified delivery frequency (indicate days) and hours? If not, attach proposed delivery schedule. (E)

2. How do you plan to work with the District to set up a delivery schedule? (E)

3. How many deliveries per week will you provide? (B)

4. Do you have minimums for deliveries? Please Circle YES or NO (B)
 If YES please state your minimum delivery amounts (dollar amount, case quantity, etc.)

5. How many delivery trucks do you have? How many lift gates? (B)

6. What is your procedure for notifying customers of shortages and /or substitutions? (B)

7. What is your procedure for notifying customers of product recall? (B)

8. Has your firm backed out of distribution contract to a school district mid-year within the last 18 months? If so, please explain. (D)

9. Has your firm resigned or been replaced at the will of a district during the school year within the last 18 months? If so, explain. (D)

10. What is the lead time you require for orders that ensures a 90% fill rate? Can District order on-line? (B)

11. What is your company's "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution? (B)
12. How will emergency deliveries (deliveries not on a scheduled date) be handled? (B)
13. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (B)
14. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports? (C)
15. What is the current make up of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration and freezer units on these delivery vehicles. Please describe your vehicle preventative maintenance program. (C)
16. How does your company assist school district if a storage area is unavailable (i.e., freezer goes down, warehouse fire, etc.) and the district ask for assistance? (C)
17. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? (B)
18. What is your procedure to bring in new products for District? (C)
19. Do you offer a percentage discount for early payment? If yes, please state terms for discount. (A)

20. Will you give a District a discount if they reach a certain dollar value per drop? (A)

No _____

Yes _____

If yes, what does the dollar drop need to be? _____

If yes, what % discount will apply? _____. If you answered yes, this discount will apply to all drops that exceed the dollar value listed above.

21. How many years has your company been in the K-12 Nutrition Services business? How would you describe your company's financial stability? (D)

Firm Title _____ Signature _____

Phone#: _____ Name (Printed) _____

Fax#: _____ E-Mail address _____

PROPOSER REFERENCES AND RESPONSIBILITY INFORMATION

1. The District expressly reserves the right to reject the proposal of any proposer who, upon investigation, has been determined to fail to complete similar Contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the proposer is “non-responsible” and poses a substantial risk of being unable to provide moving and storage to complete the work in a cost-effective, professional and timely manner.
2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the proposer has previously supplied material to or performed work, reference checks and examination of all public records.
3. The proposer must also demonstrate knowledge of school purchasing and business techniques and should possess a working ability and experience in providing similar material to a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the South San Francisco Unified School District.
4. FAILURE TO FURNISH THE REFERENCES (*IN THE COMPLETE FORMAT REQUIRED*) MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.
5. EXAMPLE: Your references should be listed in the following format (facts are example only)
 - (a) X Y Z School District
 - (b) 999 Holly Drive, FOSTER CITY, CA 94000
 - (b) B. Johnson-Nutrition Services Title
 - (c) Phone # (222) 123-4567
 - (d) XXX number of deliveries per year

VENDOR CRITERIA FORM (Attachment 4)

The SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT requires that the successful Vendor meet the following minimum requirements:

- In business for minimum of 5 years
- Must maintain a warehouse/distribution center no less than 50,000 sq. ft. within a 250-mile radius of the delivery points of the District
- Have three current school district references

Please provide five current school district references:

- A. School District: _____
Address: _____
Contact Person: _____
Telephone Number and email _____
Number of Deliveries per year: _____
- B. School District: _____
Address: _____
Contact Person: _____
Telephone Number and email _____
Number of Deliveries per year: _____
- C. School District: _____
Address: _____
Contact Person: _____
Telephone Number and email _____
Number of Deliveries per year: _____
- D. School District/Company: _____
Address: _____
Contact Person: _____
Telephone Number and email _____
Number of Deliveries per year: _____
- E. School District/Company: _____
Address: _____
Contact Person: _____
Telephone Number and email _____
Number of Deliveries per year: _____

Name of Preparer

Title

Signature of Preparer

Date

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

NONCOLLUSION DECLARATION (Attachment 5)
(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
[Title] [Name of firm]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date] at , _____ [City], _____ [State].

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

**CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION
(Attachment 6)**

(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 of the following ways:

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

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

Signature of Authorized Representative

Type Name of Above

Title of Authorized Representative

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

REGARDING DRUG-FREE WORKPLACE (Attachment 7)

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

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

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

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

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

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

DATE: _____

CONTRACTOR

By: _____
Signature

ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY (Attachment 8)

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

EQUAL OPPORTUNITY EMPLOYMENT (Attachment 9)

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

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

CERTIFICATE

I/We hereby certify that _____

_____(Company)

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

DATE: _____

CONTRACTOR

By: _____

FINGERPRINT CLEARANCE CERTIFICATION (Attachment 10)

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

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

By _____ (Signature) _____ (Date)

Name _____
(Type or Print)

Title _____

SUSPENSION AND DEBARMENT CERTIFICATION (Attachment 11)

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Company Name

Address

Printed Name

Title

Signature

Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL RESPONSES

CERTIFICATION REGARDING LOBBYING (Attachment 12)

INSTRUCTIONS: To be completed and submitted ANNUALLY by 1) any child nutrition 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

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

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE: _____

(Signature)

(Date)

DISCLOSURE OF LOBBYING ACTIVITIES (Attachment 13)

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year____quarter____ Date of last report_____
4. Name and Address of Reporting Entity: ____Prime ____Subawardee Tier_____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: (_____)_____</p> <p>Date: _____</p>
<p>Federal Use Only:</p>	<p>Authorized for local reproduction Standard Form - LLL</p>

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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. 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 (RFP) 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, 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, D.C. 20503

IRAN CONTRACTING ACT (Attachment 14)
CERTIFICATION OF ELIGIBILITY TO PROPOSAL FOR CONTRACTS OF \$ 1 MILLION OR MORE
(Public Contract Code sections 2202-2208)

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

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

CLEAN AIR AND WATER CERTIFICATION (Attachment 15)

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

Name of Vendor Company

THE VENDOR AGREES AS FOLLOWS:

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

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

Authorized Representative

Title

Date

CONTRACT AGREEMENT (Attachment 16)
Food and Nutrition Products, Paper Supplies and Delivery Services
RFP NO. 02-26

THIS CONTRACT AGREEMENT (this “**Contract**”), made and entered into this _____ day of _____, 2026, by and between *South San Francisco Unified School District (the “District”)* and

Distributor/Contractor Name

Mailing Address

City	State	Zip Code
------	-------	----------

Hereinafter referred to as “Distributor.”

RECITALS

- A. The District has solicited proposals for the provision of Food and Nutrition Products, Paper Supplies and Delivery Services via a Request for Proposal Number 02-26 (the “RFP”), whereby the District may agree to purchase specified products for the district’s use from the successful proposer(s).
- B. Provisioner(s) are the successful bidder(s) under such request for proposal, and the District and Provisioner(s) hereby desire to set forth their agreement with respect to the sale to the District, and the purchase from Provisioner(s), of Products on the terms and conditions hereinafter set forth.
- C. The provisions of this contract shall in no way prohibit the District from making incidental purchases from another supplier for the same services listed herein.

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

TERM OF AGREEMENT

The term of this agreement will be from July 1, 2026, through June 30, 2027.

APPENDIX A – DISTRICT ESTIMATED USAGE AND PRICING WORKSHEET

This document is a separate Excel worksheet posted online to view or download under the “Doing Business with SSFUSD” section at www.ssfusd.org

Please note that the worksheet includes 2 tabs, one for food items and one for supplies.



RFP 02-26
Commerical Foods a

You may also request a copy of the Excel file by e-mail at rchan@ssfusd.org.

Return completed document in Excel format:

- on data storage device; data storage device will not be returned**
- on paper signed by an authorized company representative**

PROPOSAL SUBMISSION CHECKLIST

- ☐ Evidence of Financial Responsibility-pg.8 #12
- ☐ Food and Drug Administration Certification meeting FSMA Guidelines-pg. 7 #8
- ☐ Copy of Hazard Analysis Critical Control Point Plan (HACCP)-pg.13 #3
- ☐ Food Safety and Security Policy/Plan-pg.13 #3
- ☐ Pest Control Policy/Plan-pg.13 #3
- ☐ Most Recent Health Inspection Report
- ☐ Request for Proposal Signature Page (Attachment 1)
- ☐ Proposal Form (Attachment 2)
- ☐ Vendor Questionnaire (Attachment 3)
- ☐ Vendor Criteria Form (Attachment 4)
- ☐ Non-Collusion Declaration (Attachment 5)
- ☐ Contractor's Certification – Worker Compensation (Attachment 6)
- ☐ Contractor's Certification – Regarding Drug Free Workplace (Attachment 7)
- ☐ Contractor's Certification – Alcoholic Beverages and Tobacco Free Workplace (Attachment 8)
- ☐ Equal Opportunity Employment (Attachment 9)
- ☐ Fingerprint Clearance Certification (Attachment 10)
- ☐ Suspension and Debarment (Attachment 11)
- ☐ Certification Regarding Lobbying (Attachment 12)
- ☐ Disclosure of Lobbying Activities (Attachment 13)
- ☐ Iran Contracting Act (Attachment 14)
- ☐ Clean Air and Water Certification (Attachment 15)
- ☐ Contract Agreement (Attachment 16)

- ☐ A Signed Printed Original Hard Copy of the District Estimated Usage and Pricing Worksheets Excel File - (Appendix A)
- ☐ Media Storage Device with Unprotected Excel File of the Estimated Usage and Pricing Worksheets
- ☐ Non-Discrimination Statement acknowledgment – pg. 54
- ☐ Signed Proposal Submission Checklist (this page)

Please COMPLETE, SIGN & RETURN the following items with your sealed proposal: Failure to return any of the above items completed and signed with the original sealed proposal may qualify your proposal non-responsive. All signatures must be original, no photocopies.

Signature

Date

PROPOSAL PROTEST PROCEDURES

- 1) **Protest Procedures:** Any proposer may file a Protest. Only those proposers who have actually submitted a proposal on the project shall have the right to file a Protest. The protest shall be received in writing by the District's Nutrition Services Director no later than 3:00 p.m. at the conclusion of the third (3rd) business day following the date of the proposal opening. Untimely Protests will not be reviewed by the District and will be returned to the proposer. An e-mail address shall be provided and by filing the protest, protesting proposer consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.
- 2) **Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must contain all facts, refer to the specific portion(s) of any document relied upon, and shall include copies of all documents referred to in the protest. Any grounds not set specifically forth in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the proposer whose proposal is being challenged pursuant to these procedures.
- 3) **Resolution of Controversy:** Once the Protest is received, the affected proposer will be notified of the protest and the evidence presented. If appropriate, the affected proposer will be given an opportunity to rebut the evidence and present evidence that the proposer should be allowed to perform the Work. District will issue a written decision within fifteen (15) business days of receipt of the Protest, unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest, but may do so at the option of the District, or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by District and will be copied to all parties involved in the Protest.
- 4) **Appeal:** If the protesting proposer or the affected proposer is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent-Business Services, or their designee, within three (3) business days after receipt of the District's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

South San Francisco Unified School District
Business Services
398 B Street, South San Francisco, CA 94080

- 1) **Appeal Review and Finality:** The Associate Superintendent- Business Services or their designee shall review the Decision on the Protest from the Nutrition Services Director 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 Associate Superintendent- Business Services or the Hearing Officer shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.
- 2) **Reservation of Rights to Proceed with Contract Pending Appeal:** The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in paragraph 12 if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

- 3) **Waiver:** The procedures and time limits set forth in this Protest procedure are mandatory and are the proposers' sole and exclusive remedy in the event of a Protest. The proposer's failure to comply with any of this Protest Procedure shall constitute a waiver of any right to pursue a Protest or in any way challenge the award, including but not limited to, any challenge pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

U.S. DEPARTMENT OF AGRICULTURE NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

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

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

(2) fax: 202-690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

ACKNOWLEDGMENT AND CERTIFICATION

The undersigned, an authorized representative of the Proposer, hereby certifies that they have read the above Nondiscrimination Statement and that the Proposer is in full compliance with all applicable Federal, State, and local laws regarding equal opportunity and non-discrimination.

Name of Company: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____ Phone: _____