

FREMONT UNION HIGH SCHOOL DISTRICT
NUTRITION SERVICES DEPARTMENT
589 W. Fremont Ave.,
Sunnyvale, CA 94087

RFP NO. 2026-03

Distribution of Commercial Food Products

DATE DUE: June 8th 2026 at 2:00 p.m.

Date	Activity
May 4 th , 2026	Distribution of RFP
May 4 th and May 8 th , 2026	Advertise RFP
May 27 th , 2026	Deadline for Submitting Questions
June 8 th , 2026, at 2:00 p.m.	RFP Due
June 29 th , 2026	Award of Contract

By: Divya Puri
District Manager of Nutrition Services

NOTICE OF REQUEST FOR PROPOSALS

RFP No. 2026-03

Notice is hereby given that the Fremont Union High School District (FUHSD), Sunnyvale, Calif. (Santa Clara County), will receive Requests for Proposal (RFPs) for the procurement of the following:

Distribution of Commercial Food Products

RFPs must be received prior to 2:00 p.m. PST on June 8th 2026. RFPs must be submitted in a sealed envelope, with original signatures, marked with the RFP number and title, and returned to:

Attn: Divya Puri
Nutrition Services Department
Fremont Union High School District
589 W. Fremont Ave.,
Sunnyvale, CA 94087

Proposers are responsible for making certain that quotations are received by the proper date and time. RFPs received after the scheduled Submittal Deadline will be returned unopened. **Facsimile (FAX) copies of the proposal will not be accepted.** It is the responsibility of the Proposer to see that any proposals submitted shall have sufficient time to be received by the District Manager of Nutrition Services before the RFP Submittal Deadline. Late RFPs will be returned to the Proposer unopened.

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

Companies interested in proposing may access RFP information online at the District's website: <https://www.fuhsd.org/departments/business-services> or by emailing Divya Puri in Nutrition Services at divya_puri@fuhsd.org.

REQUEST FOR PROPOSAL SIGNATURE PAGE
 To Be Submitted with Proposal
 Distribution of Commercial Food Products
 RFP No. 2026-03

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

PROPOSER CHECKLIST

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

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

Check ✓	Page(s)	<i>Return completed hard copy with original signature.</i>
	3	Request for Proposal Signature Page
	19-21	Vendor Questionnaire
	22	References
	23	Noncollusion Declaration
	24	Proposer's Statement Regarding Insurance Coverage
	25	Workers' Compensation Insurance Certificate
	26-28	Certification Regarding Lobbying
	29	Fingerprint Clearance Certification
	30	Equal Opportunity Employment
	31	Suspension and Debarment Certification
	32	Prohibition on Poultry Products Imported from the People's Republic of China
	33	Iran Contracting Act Certification
	34	Drug and Alcohol Free Schools Certification
	35	Tobacco-Free Environment Certification
	36-37	Drug-Free Workplace Certification
	38-39	Clean Air and Water Certification
	40-41	Buy American Certification
	Separate Excel document	Itemized Bid Sheet <i>Return completed Excel spreadsheet in Excel format electronically or on data storage device. Data storage device will not be returned to bidder.</i>
		Addendum <i>Return any addendum released, following instructions on each document.</i>

INTRODUCTION

The Fremont Union High School District will consider Proposals from responsive and responsible vendors interested in providing distribution services for commercial food products (frozen, refrigerated and dry goods) for the period of July 1, 2026, to June 30, 2027. Fremont Union High School District is a Member District of the SLIC Co-Op, a California USDA Foods Cooperative. Pricing for processed USDA foods and their commercial equivalents has been solicited by the cooperative Lead Agency and should be utilized in preparation of this Proposal.

INSTRUCTIONS AND CONDITIONS

1. PREPARATION OF PROPOSALS: All pages of the Proposal must be completed and submitted in ink or typewritten. Unit price for all line items must be shown where required on the *Itemized Bid Sheet (yellow highlighted columns)*. Prices should be stated in units specified herein. All forms must be thoroughly completed and signed by the prospective vendor. A Proposer Checklist is included (page 4) to assist proposers in returning a complete bid package. Attachment A: Itemized Bid Sheet can be sent electronically or on a data storage device in Excel format with Proposal documents.

2. BID SIGNATURES: All proposals must show the company name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled. All signatures must be in original ink.

3. ERRORS AND CORRECTIONS: No erasures are permitted. Mistakes may be crossed out and corrections made adjacent and initiated in ink by the person signing the bid. Verify your bids before submission as they cannot be corrected after being opened or withdrawn until after the specified time period has elapsed.

4. MODIFICATIONS: Changes or additions to the bid forms, alternate bids, or any other modifications of the bid forms is not allowed.

5. REFERENCES: Two (2) customers for whom similar services were provided within the past three (3) years must be provided.

6. FAILURE TO BID: If you do not wish to bid on any item, please mark "no bid" on RFP Signature Page, sign and return the bid, otherwise your name may be removed from the bidder's mailing list.

7. ACCEPTANCE OF PROPOSALS: The District reserves the right to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of nonresponsiveness or nonresponsibility. Bids are subject to acceptance at any time within ninety (90) days after opening of the same unless otherwise stipulated.

Unsolicited items, services, or incentives offered as part of the bid response will not be evaluated or considered in the award process.

8. WARRANTY of QUALITY: The vendor, manufacturer, or his/her assigned agent shall guarantee the food products against all defects.

(a) Cases and packaging shall be constructed to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement at no cost to the District.

(b) All products shall be delivered in fresh form, with adequate shelf life, no less than two (2) weeks from the expiration date.

(c) The District reserves the right to discontinue service of any or all portion of any contract resulting from this bid for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the contractor in default.

9. HACCP Plan or Food Security and Safety Program: Distributor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information when requested by the District.

Distributors shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, distributors shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the county of Santa Clara or local city/county agency in which product was produced, state of California, and/or federal government, whichever is higher.

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

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

10. PLACING ORDERS

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

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

11. DELIVERY REQUIREMENTS: Deliveries shall be required at the following locations, times, and frequencies. Upon award of bid, Provisioner shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. Minimum quantities required in order for the District to place orders for needed items must be clearly indicated on the proposal forms.

1. All orders will be delivered Monday through Friday.
2. All refrigerated foods must be stored between 32–40 degrees and must be delivered in a refrigerated vehicle and received at or below 40 degrees.
3. Frozen foods must be delivered in a vehicle that has a freezer and received in a frozen state. All goods must be delivered in good condition.
4. All of the items on the itemized bid sheet **require** delivery to multiple school sites.
5. Upon award of bid, the Vendor shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules.
6. A duplicate of the signed invoice shall be left at each location at the time of the delivery. An itemized monthly statement showing each delivery location must be sent to the District's Nutrition Services department. Quantities, item descriptions, unit prices and extended amounts must be shown on each invoice; this shall apply to all credits.
7. In the event deliveries are not made, which results in loss of reimbursement funds for the District's meal programs, upon satisfactory agreement between the awarded Bidder and the District, the District will deduct the total lost reimbursement from the supplier's current invoices.
8. Advanced approval by the District Nutrition Services Manager must be obtained prior to substitutions being made. Items substituted must be priced as the same as the item the District would normally receive.
9. Deliveries shall be required at minimum one time per week at all of the locations listed below.

Delivery Locations

	Location	Address	City, Zip Code	Delivery Times
1	Cupertino High School	10100 Finch Ave.	Cupertino, CA 95014	6:30 am to 2:30 pm
2	Fremont High School	575 W. Fremont Ave.	Sunnyvale, CA 94087	6:30 am to 2:30 pm
3	Homestead High School	21370 Homestead Rd.	Cupertino, CA 95014	6:30 am to 2:30 pm
4	Lynbrook High School	1280 Johnson Ave.	San Jose, CA 95129	6:30 am to 2:30 pm
5	Monta Vista High School	21840 McClellan Rd.	Cupertino, CA 95014	6:30 am to 2:30 pm
Special Instructions		No delivery dock at any location. Delivery driver to unload and drop pallets or items in the designated storage area.		

12. CONTACT INFORMATION: Please utilize the following contact information for the purpose of administration of this Proposal and resulting Contract.

School District	Fremont Union High School District Nutrition Services
Complete Mailing Address	589 W Fremont Ave., Sunnyvale, CA 94087
Nutrition Services Manager Name	Divya Puri
Email	divya_puri@fuhisd.org
Phone	408-522-2216
Accounts Payable Name	Elaine Alfaro
Email	elaine_alfaro@fuhisd.org
Accounts Payable Phone	408-522-2231

13. PRICING: Pricing for distribution shall be offered for Commercial Food Products (cereal, snacks and shelf stable beverage, frozen & refrigerated goods and dry goods).

(a) **Commercial Food Products – Frozen, Refrigerated and Dry Goods:** Commercial food products: cereal, snacks and shelf stable beverage, frozen & refrigerated goods and dry goods should be quoted as specified on the Itemized Bid Sheet. Quote a per case delivered cost for all items listed. Equal products may be offered that meet the same specifications as those listed. On the Itemized Bid Sheet, in columns I, J, and K, indicate the alternate manufacturer, manufacturer code, and case pack size, ***ONLY*** if not as specified for commercial items. Equivalent products offered will be evaluated and approved based on a comparison of the proposed equivalent product's nutritional information and/or child nutrition label information, ingredients list, appearance and taste to that of the specified product. The determination of equivalency shall be based solely on the opinion of the District.

(b) **Additional Items:** Additional items may be added to this Proposal, not to exceed 10% of the value of the award. The District shall contact the successful vendor for pricing on additional items to be added to the Proposal award at any time during the bid period.

14. AWARD OF PROPOSAL: The award of this bid will be made to a single or multiple responsive and responsible bidder who meets the terms and conditions of the bid. Items are combined into categories, and may be awarded by category or on a line-by-line basis.

Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by a review committee. "Minimum qualifications" shall mean: complete proposals meeting all RFP instructions and conditions received by the due date and time.

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

Evaluation Criteria	Maximum Points
Price	50
Lead Times	20
Vendor Questionnaire	30
Customer References and past performance	10
Total Points Possible	110

This contract will be awarded on a line-item basis. Each item will be scored independently. For each item, a maximum of 110 points is available. The responsive and responsible bidder with the highest point total for that specific line item will be recommended for the award of that item.

•**Price-**

- 50 points: Lowest unit cost
- 40 points: Second lowest unit cost
- 30 points: Third lowest unit cost

•**Lead Times -**

- 20 points: Least amount of lead time for placing orders
- 10 points: Second least amount of lead time for placing orders
- 0 points: Not the least or second least amount of lead time for placing orders

•**Vendor Questionnaire** - Each question is worth 3 points. A proportional amount of points will be awarded based on the desired responses provided.

- 3 points: Provided a clear, concise answer that highlighted the areas of experience or expertise
- 2 points: Addressed the question, but did not expand on answer
- 1 point: Answer was too vague or did not answer the question

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

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 the 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.

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

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

16. PROPOSAL WITHDRAWAL: Bid proposals may be withdrawn by the bidder prior to the time fixed for opening of the bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the consent of the District or bidders recourse to California Public Contract Code Sections 5100 et. seq.

17. PAYMENT: Prompt payment may be requested after actual delivery of goods to the required destination as outlined in the conditions. In addition, successful bidder(s) are expected to pay manufacturers for goods in a timely fashion.

18. FOB: All pricing shall be quoted **FOB District location(s) as specified in this document or attachment thereof**. All freight charges must be included in the bid price. Any minimum delivery amounts must be listed with the bid price.

19. NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS: The District does not guarantee orders in these amounts nor shall orders be limited to these specific figures. This is an indefinite-quantity bid, however the quantities listed are a good faith estimate. Bidders shall not specify minimum or maximum quantities or charges for order types, unless specifically allowed on the bid form. Unlimited orders within the term of the contract shall be allowed to the District at prices quoted. The estimated quantities listed on the Itemized Bid Sheet are for the purposes of forecasting and not to be considered a promise to purchase.

The provisions of the contract shall in no way prohibit the District from making an incidental purchase from another supplier for the same services listed herein.

20. HOLD HARMLESS: The vendor shall save, defend, hold harmless and indemnify the District and its members against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

21. CANCELLATION FOR INSUFFICIENT OR NONAPPROPRIATED FUNDS: The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the United States Department of Agriculture and State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to nonavailability or nonappropriation of sufficient funds and/or lack of availability of USDA foods products.

22. FAILURE TO FULFILL CONTRACT: When vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his/her sureties. The Board of Education reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board or Education, if requested. Failure to fulfill contract may result in bidder disqualification in subsequent year(s) due to nonresponsible practices.

23. TERM OF CONTRACT: Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year beginning on July 1, 2026, through June 30, 2027. This bid may be extended (by mutual consent expressed in writing) for up to two (2) additional one (1) year increments (total potential bid life of three (3) years from Board of Education award).

The extension may be granted on a year by year basis provided that the District has deemed the products and services of the vendor satisfactory. Agreement prices that are subject to increase for each period shall be based upon percentage increase in the annual Consumer Price Index (CPI) for all urban consumers for the Los Angeles/Riverside/Orange County area, not to exceed five percent (5%). The adjustments to the agreement rate (prices) schedule, if any, shall be evaluated by using the percentage of change between the previous year and the current year's Consumer Price Index published by the U.S. Department of Labor's Bureau of Labor Statistics. The specific index to be reviewed is the CPI for Los Angeles-Long Beach-Anaheim (representing Los Angeles and Orange Counties) - All Items Less Shelter, comparing the current year February to the prior year February rates, typically released in the month of March. The price change should be presented in writing not less than 90 days prior to the contract renewal date.

24. NONCOLLUSION DECLARATION: Each bidder submitting a proposal shall execute and deliver a noncollusion declaration in the form attached hereto. Failure to submit such non-collusion affidavit shall be grounds to reject a proposal as non-responsive.

25. BUY AMERICAN PROVISION - (7 CFR, sections 210.21d and 220.16d; U.S. Department of Agriculture Policy Memorandum SP 23-2024)

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760n), that requires all school food authorities, the District, to purchase, to the maximum extent practical, domestic commodities or products. This Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture.

Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports the District working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Food Services Department (CNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

The Buy American provision applies to the District located in the forty-eight contiguous United States and is one of the procurement standards the District's Program Operators must comply with when purchasing commercial food products served in the school meals programs.

Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, "substantially using agriculture commodities that are produced in the United States" means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by the District.

For products procured by the District for use in the school nutrition programs using nonprofit food service account funds, the product's food component is considered the agricultural commodity. FNS defines food component as one of the food groups which comprises reimbursable meals. The food components are:

Meats and meat alternates

Grains

Vegetables

Fruits

Fluid milk

Note: See 7 CFR 210.2 contains full definitions.

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

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

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

The final rule codifies the two limited exceptions as follows:

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

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

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

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

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

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. **To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 30 days in advance of delivery.** The request must include the:

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

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

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

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

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

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

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

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

27. CALIFORNIA FARM ANIMAL CONFINEMENT (PROP 12) - Effective September 1, 2022, the California Department of Food and Agriculture (CDFA), Animal Health and Food Safety Services, adopted Title 3, California Code of Regulations (3 CCR), sections 1320-1326, which are related to Proposition 12 (2018), the Farm Animal Confinement Initiative. Proposition 12 amended the Health and Safety Code to require that veal calves, breeding pigs, and egg laying hens be housed in confinement systems that comply with specific minimum standards for freedom of movement, cage-free designation, and minimum floor space. All procurement transactions (excluding USDA foods) for food purchases must be compliant with Proposition 12. Proposers will be asked to provide verification of compliance.

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

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

29. LOCALLY GROWN AND PRODUCED PRODUCTS - The District prefers locally grown products whenever possible and has a goal of procuring, at minimum, 30% locally grown and produced. The District's definition of local includes two tiers: 1) Grown

within a 250-mile radius from Sunnyvale, 2) Grown within the state of California. If California or U.S.-grown products are not available in sufficient quantities to provide affordability, then only products inspected and approved by USDA are acceptable, and must be approved by the District Manager of Nutrition Services.

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

- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
- b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
- c. The protest must refer to the specific portions of all documents that form the basis for the protest.
- d. The protest must include the name, address, and telephone number of the person representing the protesting party
- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

NUTRITION SERVICES CODE OF CONDUCT FOR EMPLOYEES ENGAGED IN AWARD AND ADMINISTRATION OF CONTRACTS

The following Code of Conduct shall govern the performance, behavior and actions of the Fremont Union High School District Nutrition Services Department, including, employees, directors, or agents who are engaged in any aspect of procurement, including – but not limited to – purchasing goods and services, awarding contracts, or the administration and supervision of contracts.

No employee, officer, or agent of the District shall participate in the selection, award, or administration of a contract supported by a federal, state, or local funds if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or organizations doing business with the District. An exception may be made for the receipt of an unsolicited item of nominal value if approved by the Superintendent or designee.

The District expects all employees to behave with the utmost integrity and never be self-serving, be fair in all aspects of the procurement process, be alert to conflicts of interest, and avoid any compromising situations.

Any employee who violates the terms of this policy shall be subject to disciplinary action based on the severity of the infraction, up to and including termination from employment. Nonemployee agents or representatives may also be sanctioned and removed from their position as agent or representative for the District for violation of this policy.

VENDOR QUESTIONNAIRE

To Be Submitted With Proposal

Distribution of Commercial Food Products RFP No. 2026-03

Company Name:	
---------------	--

No proposals shall receive consideration by Fremont Union High School District unless they include responses to each and every question below. Prospective bidders should respond in detail to each of the following questions. Additional pages may be used as needed for thorough, yet concise, responses.

1. Will you be able to meet the specified delivery days, hours, and deliveries per week?

Check: Yes ___ or No ___

If NO, attach proposed delivery schedule.

2. Do you require a minimum number of cases, pounds, or value for deliveries?

Check: Yes ___ or No ___

If YES please state your minimum delivery amounts (dollar amount, case quantity, etc.).

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

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

Company Name:	
---------------	--

5. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last two (2) years? If so, please explain.
6. Has your firm defaulted or been replaced at the will of a district during the school year within the last two (2) years? If so, explain.
7. What is your company's average "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?
8. 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?
9. 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?
10. Briefly describe your food safety – HACCP plan and provisions for plant/delivery security.

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor.	
Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Date	

REFERENCES
To Be Submitted With Proposal

Distribution of Commercial Food Products
RFP No. 2026-03

Please submit two (2) current school district references requiring weekly deliveries to a central location with no loading docks.

Reference #1

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

Reference #2

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

NONCOLLUSION AFFIDAVIT
To Be Submitted With Proposal

Distribution of Commercial Food Products
RFP No. 2026-03

State of California
Santa Clara County

Bidder's Name _____, being first duly sworn, deposes and says that he or she is Owner of Contractor Name _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

(Date)

Signed at (Place)

Bidder Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

**PROPOSER'S STATEMENT
REGARDING INSURANCE COVERAGE**
To Be Submitted With Proposal

**Distribution of Commercial Food Products
RFP No. 2026-03**

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

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

WORKERS' COMPENSATION INSURANCE CERTIFICATE
To Be Submitted With Proposal

Distribution of Commercial Food Products
RFP No. 2026-03

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

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

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

CERTIFICATION REGARDING LOBBYING
To Be Submitted With Proposal
Distribution of Commercial Food Products
RFP No. 2026-03

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

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

OR

Name of Vendor:		
Printed Name and Title:	Signature:	Date:

DISCLOSURE OF LOBBYING ACTIVITIES

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

(See below for public burden disclosure.)

To Be Submitted With Proposal

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

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

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

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

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

FINGERPRINT CLEARANCE/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION
To Be Submitted With Proposal
Distribution of Commercial Food Products
RFP No. 2026-03

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

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

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

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

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

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

Date: _____ Name of Consultant: _____

Signature: _____

Print Name and Title: _____

EQUAL OPPORTUNITY EMPLOYMENT
To Be Submitted With Proposal

Distribution of Commercial Food Products
RFP No. 2026-03

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.S(a) and 60-741.S(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

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

CERTIFICATE

I/We hereby certify that the _____

_____(Company)

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

DATE: _____

CONTRACTOR

By: _____

SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE
To Be Submitted With Proposal

As required by Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, for participants or respondents in primary covered transactions:

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

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

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

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

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

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

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

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

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

**PROHIBITION ON POULTRY OR SEAFOOD PRODUCTS IMPORTED FROM THE
PEOPLE’S REPUBLIC OF CHINA VENDOR CERTIFICATION FORM**

To Be Submitted with Proposal

Adapted from California Department of Education’s PRU-21

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

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

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

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

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

IRAN CONTRACTING ACT CERTIFICATION
(California Public Contract Code sections 2202-2208)
 To Be Submitted With Proposal
Distribution of Commercial Food Products
RFP No. 2026-03

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person 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; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

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 bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the 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 bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

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

<i>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>

**DRUG AND ALCOHOL FREE SCHOOLS CERTIFICATION
To Be Submitted with Proposal**

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

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

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

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

TOBACCO-FREE ENVIRONMENT CERTIFICATION
To Be Submitted with Proposal

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

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

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

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

DRUG-FREE WORKPLACE CERTIFICATION

To Be Submitted with Proposal

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

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

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

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

DRUG-FREE WORKPLACE CERTIFICATION
To Be Submitted with Proposal

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

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

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

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

**CLEAN AIR AND WATER CERTIFICATION
To Be Submitted with Proposal**

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

THE VENDOR AGREES AS FOLLOWS:

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

- The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

**CLEAN AIR AND WATER CERTIFICATION
To Be Submitted with Proposal**

- The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the District.

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

BUY AMERICAN CERTIFICATION To Be Submitted with Proposal

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

The Buy American provision applies to the District located in the forty-eight contiguous United States and is one of the procurement standards the District Program Operators must comply with when purchasing commercial food products served in the school meals programs.

Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, "substantially using agriculture commodities that are produced in the United States" means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by the District.

**BUY AMERICAN CERTIFICATION
To Be Submitted with Proposal**

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

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

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

USDA Nondiscrimination Statement

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

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

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

Mail:

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

Fax:

202-690-7442; or

Email: Program.Intake@usda.gov.

This institution is an equal opportunity provider

Insurance Requirements

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

<u>Coverage Required</u>	<u>Limits Per Occurrence</u>	<u>Scope As Broad</u>
General Liability	\$1,000,000.00	As CG001
Automobile Liability	\$1,000,000.00	As ISO-CA001
Workers' Comp/Employer's Liability	\$1,000,000.00	As req. by CA

The general liability and auto liability policies are to contain or be endorsed to name FUHSD, its officers, officials, employees, and volunteers as additional insured's for liability arising out of the activities performed in connection with this contract. The Contractor's coverage shall be primary and shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability. Contractor shall furnish FUHSD original certificates of insurance and endorsements (affecting coverage required by this clause) signed by a person authorized to bind coverage on its behalf. Insurance is to be placed with insurers with a current AM Best rating of not less than A: VII. The endorsements are to be received and approved by FUHSD before work commences.