

RFP # 26-27810A

Nutrition Services

Grocery Items – Distributor RFP

Sacramento City Unified School District
Nutrition Services
3101 Redding Avenue
Sacramento, California 95820
(916) 395-5600

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Bidder's Information Sheet

If you downloaded this bid from our website, you are required to email this sheet to be added to our Bidders list.

Attention: Karen Weber, Sacramento City Unified School District (SCUSD) Purchasing Manager
Nutrition Services Manager

Email: Karen-Weber@scusd.edu

Re: RFP# 26-27810A – Nutrition Services –Grocery Items – Distributor

Sacramento City Unified School District Bids/Proposals are available on-line at PlanetBids.com.

Name: _____

Title: _____

Organization: _____

Street Address: _____

City: _____

State/Zip Code: _____

Work Phone: _____

Fax: _____

Email: _____

If you have any questions, please email Karen Weber

NOTICE TO BIDDERS

REQUEST FOR PROPOSAL # RFP 26-27810A

The **Sacramento City Unified School District** (SCUSD or District) is requesting proposals from Broadline Distributors of **Grocery Products** for the District's National School Lunch Program ("Program") for Delivery to the SCUSD warehouse.

Proposals must be received prior to **2pm on April 24, 2026.** Proposals must be submitted electronically at PlanetBids.com, marked with the RFP number and title. Proposals received later than the designated time and specified date will not be accepted. Facsimile (FAX) or emailed copies of the proposal will not be accepted.

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. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. In no event will the District be responsible for the cost of preparing a response to this RFP. The District also reserves the right to waive any informalities or irregularities in received submittals. All Bidders will be responsible for obtaining any addendums or revisions to the RFP, which will be posted in the same manner as this RFP.

Copies of the RFP documents may be obtained by going to PLANET BIDS LINK and downloading the proposal.

Refer any questions to: Karen-Weber@scusd.edu or call Karen Weber, Manager of Purchasing Manager Nutrition Services SCUSD at **916-395-5600**

BIDDER'S CHECKLIST

Bidder Name _____

Submit this Bidders Checklist with your bid documents. Failure to submit this Checklist at bid opening may deem your bid as non-Responsive.

Required items

- Bidder's Information Sheet
- Bidder's Checklist (this form)
- Special Terms and Conditions
- Bid Protest Procedures
- References
- Product Specifications
- Product Price Sheets
- Workers Compensation
- Fingerprinting
- Non-Collusion Declaration
- Bidder's Statement Regarding Insurance
- Certification Regarding Lobbying
- Piggyback Clause
- Suspension and Debarment Certification
- U.S. Equal Opportunity Employment Certification
- Authorized Bidder Signature

GENERAL TERMS AND CONDITIONS

General - This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Documents.

Proposals - To receive consideration, proposals shall be made in accordance with the following terms and conditions:

Deadline for Receipt of Proposals – Proposals will be received prior to **2pm, April 24,** after which time proposals will be opened and publicly read aloud by the District's Purchasing Manager Nutrition Services department.

Sacramento City Unified School District
Purchasing Manager Nutrition Services
3101 Redding Ave, Sacramento, CA 95820
Attn: Karen Weber

Bids/Proposals: To receive consideration, bids/proposals shall be made in accordance with the following terms and conditions:

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

2. **"FAX" BIDS –** Facsimile copies of bids will not be accepted for formal advertised bids.

3. **DEFINITIONS –**"Responsible" means a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid and "Responsive" means a bid which meets all of the specifications set forth in the request for bids.

4. **NAME AND NATURE OF BIDDER'S LEGAL ENTITY –** The Bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct legal entity name by an authorized officer.

5. **WITHDRAWAL OF BID –** Bid proposals may be withdrawn by the Bidders prior to the time fixed for the opening of 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 District's consent or Bidder's recourse to Public Contract Code Sections 5100 et. seq.

6. **ASSIGNMENT OF CONTRACT–** The Bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.

7. **BID NEGOTIATIONS –** A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate" or of similar intent, will be considered as non-Responsive to the specific item.

8. **PRICES –** Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the bidder to any other school district or any other state, county, municipal or local governmental agency in Sacramento County for products listed herein.

9. **TAXES –** Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, State Use Tax will be paid to out-of-state Bidders only when their permit number is shown on both their bid and invoices. The successful Bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon, as school districts are exempt therefrom. The District, upon request, shall furnish the Bidder such Federal Tax Exemption Certificates as may be required.

10. **PERFORMANCE GUARANTEE –** The successful Bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District's Manager of Purchasing Manager Nutrition Services Services. A continuous performance bond in the amount of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Manager of Purchasing Manager Nutrition Services Services is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.

11. **BRAND NAME AND NUMBER –** The Bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the Bidder is quoting on the exact brand name and number specified in the bid form. Should any item for which bids are requested be patented, or otherwise protected or designated by the particular

name of the maker and the Bidder desires to bid on an item of equal character and quality, the Bidder may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Manager of Purchasing Manager Nutrition Services to be equal in all respects to that specified. If samples are requested by the Manager of Purchasing Manager Nutrition Services for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the bid opening.

12. **SAMPLES –** Samples shall be furnished free of cost to the District after the bid opening. If requested, they are to be sent within seven (7) days to Purchasing Manager Nutrition Services, 3051 Redding Avenue, Sacramento California, 95820, unless otherwise specified. The District reserves the right to reject the bid of any Bidder failing to submit samples as requested. Samples must be plainly marked with name of Bidder, bid number and date of the bid opening. Samples of the successful Bidder(s) may be retained for comparison with deliveries. Bidder(s) may pick up samples (if not destroyed by test) on notice from the Manager of Purchasing Manager Nutrition Services. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Bidder(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

13. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES –** The successful Bidder(s) shall furnish and deliver the quantities designated in the bid or contract. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the District's sample (if any is provided) or the sample furnished by the Bidder(s) and accepted by the District(if any is provided). Materials or supplies which, in the opinion of the Manager of Purchasing Manager Nutrition Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the Bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of such test shall be paid by the Bidder(s). In bidding, the Bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

14. **DISTRICT REQUIREMENTS –** The quantity shown is the estimate of the District's needs. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful Bidder(s) during such period. The District shall have the right purchase up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract.

15. **ACCEPTANCE OR REJECTION OF BIDS –** The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that Bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

16. **BID EXCEPTIONS –** All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or non-Responsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered.

17. **AWARDS –** The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

18. **EXECUTION OF CONTRACT –**The Bidder(s) agree(s) that this Request for Bids, and all of its components and related certificates, including without limitation the bid form, shall be deemed to be incorporated into the contract.

19. **DELIVERY –** Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful Bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents. All items purchased for delivery by truck or freight line shall be palletized. The preferred pallet size should be 48" long by 40" wide. All shipments shall be accompanied by a packing slip and the District contract number shall appear on all cases and packages.

20. **MATERIAL SAFETY DATA SHEETS –** The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery for all products requiring a Material Safety Data Sheet.

21. **DEFAULT BY CONTRACTOR –** The District shall hold the Bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein or in the contract. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful Bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the Bidder, cancel the contract in its entirety or cancel or rescind any or all items affected

by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the Bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the Bidder, or deducted from any funds due the Bidder.

22. **INSURANCE –** The successful Bidder(s) shall maintain insurance adequate to protect them and the District from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from Bidder's operations under the contract. Also, the Bidder may be required to file proof of such insurance, naming Sacramento City Unified School District as an additional insured by separate endorsement as follows: The Bidder is required to provide proof of insurance to the Board of Education a comprehensive general liability insurance policy providing occurrence-based coverage to be in effect during the term of the contract. Bodily Injury shall be $1,000,000, combined single limit or $1,000,000 per person, $1,000,000 per accident. Property Damage shall be $500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the Bidder(s).

23. **INVOICES AND PAYMENTS –** Unless otherwise specified, the successful Bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the: Sacramento Unified School District, Accounting Services Department, 3101 Redding Ave, Sacramento, California, 95820. Invoices shall be submitted under the same legal entity name as shown on the bid. The successful Bidder(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

24. REQUIRED FEDERAL, STATE AND OTHER PROVISIONS

A. BUY AMERICAN PROVISION – In compliance with Sections 4300 to 4305 of the California Government Code and 7 CFR, Sections 210.21[d] and 220.13[d]; U.S. Department of Agriculture Policy Memorandum SP 38-2017; 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 1760[n]), that requires all school food authorities (SFA) to purchase, to the maximum extent practical, domestic commodities or products. Section 12(n) of the NSLA defines a domestic commodity or product as an agricultural commodity (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed product (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains a meat/meat alternate and grain component) that is processed in the United States using substantial agricultural commodities that are produced in the United States. The successful Bidder shall purchase, to the maximum extent practicable, domestic

agricultural commodities or products substantially processed in the United States. "Substantial" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to Purchasing Manager Nutrition Services non-domestic food products should be considered.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Per California Senate Bill 490 exceptions include:

i. 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
ii. The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non-domestically.
iii. 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 District.

To be considered for the alternative or exception, the request must be submitted in writing to SCUSD Nutrition Services in advance of delivery. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price of the domestic food alternative substitute and the availability of the domestic alternative substitute in relation to quantity ordered, and (2) the reason for exception, whether limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product.

Once the exception request is received, a Nutrition Services designee will determine the type of exception, and complete the appropriate documentation to keep on file for three years as required by the California Department of Education. Types of exceptions include:

- Annual: Can only be used for the following seven commodities: bananas, canned mandarin oranges, pineapple, jicama, olives, canned tuna, and mangos.
- Seasonal: Can be used in situations when commodities are not available seasonally
- One-Time: Can be used for commodities or processed products in circumstances when the use of domestic foods is truly not practicable.

Per California Food and Agriculture Code (FAC), Section 58595(c), the District is required to accept a bid or price for agricultural food products when it is grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when both of the

following are met:

1. The bid or price of the California-grown agricultural food product does not exceed the lowest bid or price for a domestic agricultural food product produced outside the state.

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

Additionally, the Buy American provision applies to all processed end products through the use of U.S. Department of Agriculture (USDA) Foods. The successful Bidder must be able to provide documentation to the District that processed end products containing USDA Foods meet the 51% requirement, by weight or volume. Substantial means that over 51 percent of the final processed product consists of agricultural commodities that are grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as they are considered domestic products as from territories of the United States. In compliance with Government Code Sections 4330 to 4334 inclusive California products shall receive preference over materials made elsewhere. If a Bidder is proposing an article of foreign make, the fact must be stated in the bid. Exceptions to the Buy American Provision will be used as a last resort and will be determined by the District based on the two exceptions defined by the USDA Policy Memo SP 38-2017, Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

B. Program Regulations

The successful Bidder shall be in conformance with the applicable portions of The District's agreement under the program. The successful Bidder will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250. The successful Bidder shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The successful Bidder's products shall meet grade level caloric, sodium, saturated fat, and trans-fat requirements.

C. Affordable Care Act

The successful Bidder understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111- 152 (collectively the Affordable Care Act "ACA"). The successful Bidder shall bear sole responsibility for providing health care benefits for its employees who provide services to The District as required by State or Federal law.

D. Disclosure of Lobbying Activities

Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the successful Bidder must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a

quarterly basis. 7CFR§3018.100 *(Only applies to contracts over $100,000)*

E. Certification Regarding Lobbying

Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the Bidders must submit the attached certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions. *(Only applies to contracts over $100,000)*

F. Certificate of Independent Price Determination

The successful Bidder admits that all prices in their bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offer or with any competitor certification regarding non-collusion.

G. Equal Employment Opportunity

In accordance with federal and state civil rights law and USDA civil rights regulations and policies, the USDA, and its agencies, offices, and 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, pregnancy, parenthood, 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: (1) 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; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Bidders shall submit the attached certification and shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60)

H. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation

The successful Bidder will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the United States Environmental Protection Agency ("EPA") List of Violating Facilities. The District will report all violations to California Department of Environmental Quality and to the EPA Assistant Administrator for Enforcement. (Only applies to contracts over $100,000)

I. Contract Work Hours and Safety Standard Act

The successful Bidder shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). *(Only applies to contracts over $2,500)*

J. Debarment, Suspension, Ineligibility and Voluntary Exclusion

Pursuant to the attached certification, the Bidders shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The successful Bidder shall comply with regulations implementing Office of Management and Budget Guidance in Non-Procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. Pursuant to the contract and federal law, Bidders must also require all their subcontractors to make the same certifications as the Bidders regarding debarment status in its subcontracts with the Bidders.

K. Energy Policy and Conservation Act

The successful Bidder shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94– 163, 89 Stat. 871.)

L. Record Keeping

The books and records of the successful Bidder pertaining to operations under the contract shall be available to the District at any reasonable time. These records are subject to inspection or audit by representatives of the District, State Agency, the USDA, and the US General Accounting Office at any reasonable time and place. The successful Bidder shall comply with all record retention requirements detailed in 2 CFR § 200.334 and maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S §35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).

26. MISCELLANEOUS PROVISIONS:

A. Assignment of Contracts

The successful Bidder shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the District.

B. **Binding Effect**

The contract shall inure to the benefit of and shall be binding upon the successful Bidder(s) and District and their respective successors and assigns.

C. **Severability**

If any provisions of the contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. **Amendments**

The terms of the contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

E. **Entire Agreement**

The Contract Documents constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Contract Documents. Bidder, by the execution of their signature on the bid form acknowledges that they have read this Agreement, understands it, and agrees to be bound by its terms and conditions.

F. **Force Majeure Clause**

The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party,

provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

G. **Indemnification**

The successful Bidder agrees to indemnify, defend and save harmless Sacramento City Unified School District, and its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, or it's officers, agents, and employees may sustain or inure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Bidder or Bidder's agents, employees or subcontractor's performance under the terms of this contract, excepting only liability to the extent arising out of the sole negligence of the District.

The successful Bidder shall indemnify, defend, and hold the District and its governing board, related divisions and entities, officers, agents, and employees harmless and free from liability of any nature or kind on account of use or infringement (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this bid.

H. **Prevailing Law**

In the event of any conflict or ambiguity between these instructions and 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.

I. **Governing Law and Venue**

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

J. **Permits and Licenses**

The successful Bidder(s) and all of their employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

K. **Toll Charges**

If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to

deliver, etc.), the successful Bidder shall accept charges for such calls on a reverse charge basis.

L. **Contract Documents**

The complete agreement between the District and the bidder(s) includes the following documents: This RFP, the bid form, the contract and all attachments thereto (collectively, "Contract Documents"). All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. **Independent Contractor**

While engaged in carrying out and complying with terms and conditions of the contract, the Bidder agrees by their signature on the Bid Form that they are an independent contractor and not an officer, employee or agent of the District.

N. **Anti-discrimination**

It is the policy of the Sacramento City Unified School District Board of Education, that in connection with all work performed under contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful Bidder(s) agrees to require like compliance by all subcontractors employed on the work by them.

O. **Termination Without Cause**

The contract may be terminated by the District upon giving thirty days' advance written notice to the successful Bidder(s) of an intention to terminate.

P. **Product Shortages**

If a successful Bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the successful Bidder listed on the original contract .

Q. **Cancellation for insufficient or non-appropriated funds or USDA food products.** The successful Bidder agrees and acknowledges that monies utilized by the District to purchase the listed items 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 solicitation at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds and/or lack of availability of USDA foods products.

R. **Conflict of Interest.** The successful Bidder shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

Bidder Name: _____

SPECIAL TERMS AND CONDITIONS

Sacramento City Unified School District (SCUSD or the District) is requesting proposals for the 2026-2027 School Year for, Broadline/Distributor grocery pricing for items delivered to the District distribution facility. SCUSD includes 80 schools and kitchens and a Central Kitchen serving an average daily attendance of 43,000 students. SCUSD serves over 45,000 meals per day in a variety of programs including Breakfast, Lunch, Supper, After School Snack, Preschool, and summer meals. All of SCUSD's schools qualify for Community Eligibility Provision with students eating meals at no charge, based on student demographic income data.

The District's Nutrition Services Department has aligned with the City of Sacramento's Farm to Fork initiatives sourcing local items and local ingredients wherever possible which sustains the local economy, reducing the carbon footprint and improving food quality. The mission for Nutrition Services is the following: "Every student, regardless of income, deserves a freshly prepared meal while at school". To align with this mission every effort will be made to provide first locally grown (within 250 miles of the Sacramento region), then California grown, then American grown produce. If California or U.S. grown produce is not available in sufficient quantities to provide affordability, then only produce inspected and approved by USDA is acceptable.

SCUSD's specific needs and goals are to ensure the best overall wholesale pricing to cover our own warehouse handling, loading, and shipping costs to 80 school sites. Our distribution facility is able to accept sizeable deliveries to obtain the highest quality products at the best price from Bidders that are both Responsive and Responsible.

This bid will be a one (1) year bid with the possibility of two (2) one (1) year extensions from the date of Board award.

Note to Bidders

The amounts listed are estimates of usage, the District may purchase more or less as determined by school needs.

1. All questions regarding this bid must be submitted by email to: Karen-Weber@scusd.edu. Indicate in the subject Bid number and Bid name. This will be the only acceptable form for questions. No questions will be answered after 3pm April 10, 2026

2. Any request for price increase must be submitted thirty (30) days prior to term of contract for rollover extensions. The successful Bidder must submit all supporting documentation. The District reserves the right to accept or deny any increase to price.

3. Delivery appointments are Mon-Friday 7 am-1pm daily. No weekend or holiday deliveries.

4. Invoices must be supplied electronically to district contact upon delivery of PO. Send all invoices to: Food Service Invoices FoodServiceInvoices@scusd.edu

5. Deliveries are to be F.O.B. Destination - SCUSD Nutrition Warehouse 3051 Redding Ave., Sacramento, CA 95820. Deliveries are to be pre-scheduled, contact Nutrition Services 916-395-5600 ext. 460005 for appointments.

6. All Product shall arrive palletized and good condition and accessible for quick off load with forklift. Full Truckload purchases may be mixed with several line items in full pallet quantities. Trailer floorboards shall be clean, free of debris and holes. There shall be no evidence of spills, spoiled food or insect/rodent activity.

7. Fixed price may be in the form of bracket pricing when more than minimums are purchased to obtain best overall price. If bracket pricing is offered please include with Bid. SCUSD will monitor that the successful Bidder is meeting its contractual obligations for quality, price, and performance. **Please attach a separate sheet with your bracket pricing**.

8. Product Recall - To ensure the safety of our students, the successful Bidder must communicate all product recall information in a timely manner and plan pick up and reimbursement if necessary. Provide information on your company's policy for handling recalled product. Include any current or past recalls within the last 3 years and their disposition.

9. The District reserves the right to add or remove products as may be needed throughout the term of the contract.

10. At no time will an order be shipped without the issuance of an approved District purchase. Any request for product will consist of only the quantity requested on the purchase; any amount over the requested quantity listed on the purchase will be refused.

11. The successful Bidders agree to net 30-Day payment terms from date of invoice.

12. The successful Bidders agree to no more than 4-week lead times for delivery of all purchases from the date of purchase.

13. Do not include sales tax on your invoice. In accordance with the California Tax Code, the District does not pay sales tax for products, served to the students of a school by public schools or school districts.

14. Domestic Preference - The District will interpret this to mean product grown, packed and distributed locally from California or the continental United State of America.

    California Assembly Bill 778 requires local educational agencies like the District to accept a bid or price for that agricultural food product when it is grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside of the state, when **both** of the following criteria are met:

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

15. Prices: Bidder must insert price for each item on the Quotation Sheet. More than one-unit price inserted for anyone item may result in the rejection of the bid unless alternate bids are specifically requested. No taxes shall be included in the prices quoted. In case of error, unit prices will govern and extension will be corrected.

17. Termination:

1. The District reserves the right to terminate the contract for default or for its convenience upon giving 30 days written notice. If the contract is terminated for convenience, the awarded Bidder shall only be paid for service and products rendered to the date of termination.
2. The District reserves the right to purchase produce items off contract utilizing other competitive procurement methods, directly from growers or other vendors when awarded Bidder cannot source product or to offer additional local variety produce for the District's Farm to School Program.
3. The District reserves the right to add or remove products as needed, purchase more or less than estimated, add or remove sites as necessary throughout the term of the contract.

18. Method of Award: While cost alone is not the sole basis for award, it remains the primary consideration when awarding a contract under this procurement method pursuant to subsection (c) of 20111 of the California Public Contract Code. The District will award line items based on the following on the following criteria:

i.	Cost:	0 - 50 points maximum
ii.	Product Specifications:	0 - 35 points maximum
iii.	Taste/Visual Appeal/Acceptability:	0 – 45 points maximum
iv.	Service/References:	0 – 20 points maximum
		150 Possible Points

19. Definition of Criteria

- **Cost** - Cost will be determined by per serving cost taking into account various pack/unit sizes.
- **Product Specifications -** Meets all Specifications as defined by Bid specification. Clean Child Nutrition ("CN") label.
- **Taste/Visual Appeal/Acceptability** - Product must be appealing to the customer, provide best taste and visual appeal under normal school cafeteria conditions, and provide appropriate servings/yield to product specifications.
- **Service/References** - Manufacturers capable of performing successfully under the terms and conditions of the contract. This would include competent personnel, reliable transport, fulfilling contract orders without backorders, on-time deliveries, accurate

invoicing and pricing, and easy and prompt communication.

20. Brand Names: The brands and products specified are the only brands and products currently known to meet the District's requirements. Bidders may offer other brands and products that are subject to the District's evaluation. If the Bidder desires to quote on an item of equal character and quality, the item must be clearly identified with the brand name and product number. Such substitution shall be accepted only if determined by the District to be equal or superior in all respects to that specified. Samples may be requested by SCUSD Nutrition Services for evaluation.

21. Samples: Unless specifically requested in this Bid, samples will not be required for standard items. If, however, the Bidder proposes to furnish a brand other than a standard item, a sample of the proposed merchandise shall be provided upon request of Nutrition Services. Samples shall be submitted to the District at no charge. Any Bidder offering a brand other than those specified shall furnish specification sheets, product information and other pertinent literature with their bid offer. Bidders who fail to submit samples as requested may result in rejection of the proposal.

Samples shall be delivered to **SCUSD Karen-Weber@scusd.edunue, Sacramento CA 95820, ATTN: Karen Weber**. Each sample must be clearly marked on the outside of each box or package to indicate the following:

- Name of Bidder
- Bid Number and item number of the item listed on attached proposal
- Number of samples (if more than one is submitted)

Bidder Name: _____

BID PROTEST PROCEDURES

Any bid protest by any Bidder must be submitted in writing to the District before 5:00 p.m. of the third (3rd) business day following deadline for submission of proposals.

- The 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.
- The protest must refer to the specific portions of all documents that form the bases for the protest.
- The vendor filing the protest must have actually submitted a bid. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder, but must timely pursue their own protest.
- The protest must include the name, address and telephone number of the person representing the protesting party.
- The Bidder 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.
- The Bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District no later than 5:00 p.m., no later than three (3) business days after the deadline for submission of the proposals, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting Bidder and to all other Bidders who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest.
- 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.
- A "business day", for purposes of this section, means a weekday during which the District's office is open and conducting business.
- **All bid protest shall be submitted to:**

  SCUSD Purchasing Manager Nutrition Services Services, 5735 47th Ave.
  Sacramento, CA. 95820
  Attn.: Karen Weber
  916-395-5600

Bidder Name: _____

REFERENCES

Please provide 3 letters of reference from current school district customers.

Contact Person	School District	telephone #
Contact Person	School District	telephone #
Contact Person	School District	telephone #

PRODUCT SPECIFICATIONS

- The Bidder shall state the brand and item number on Bid; if none is indicated it is understood that the Bidder is quoting the exact brand and number specified. If proposing product "**equal to**" the brand specified, any differences should be clearly noted and Bidder must submit each of the following in order to be considered:

    - product formulation statement ("PFS") or CN label
    - nutritional and ingredient specifications

- Bidder proposing a product "equal to" the brand specified, that does not provide the PFS or CN label, Product Specifications & Nutritional Information with the Bid will be considered non-Responsive.

- Bidder may propose any product equal to that specified. Certain specifications set forth herein for the purpose of establishing standards are not intended to preclude any Bidder from bidding who can meet these specifications and requirements.

- Product specifications are based on products and pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available. Specifications shown have been established by the Nutrition Services Department assuring compliance with HFKA; therefore, alternates may not be considered in circumstances where the menu, recipes, or noncompliance with (HHFKA) is affected. The District will be the sole judge as to whether the products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District.

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700 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 either as an individual employer, or as one employer in a group of employers, 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 or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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 the code, and I will comply with such provisions before commencing the performance of the work of this contract.

_____
(Contractor Name)

By _____

_____
(Signature of Authorized Signor)

_____
(Title of Signor)

By _____

_____
(Signature of Authorized Signor)

_____
(Title of Signor)

(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 District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

FINGERPRINTING CERTIFICATION

To the Sacramento City Unified School District Board of Education

I _____, acknowledge and certify as follows:
(Name of Bidder)

1. I have carefully read and understand the attached Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.

2. Due to the nature of the work to be performed, certain of my employees and volunteers may have contact with students of the District.

3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).

4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

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

Executed at _____, California, on _____/_____/_____

_____ _____
Typed or printed name Address

_____ _____
Title Telephone Number

_____
Signature

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK

(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

NON-COLLUSION DECLARATION
TO BE EXECUTED

BY AND SUBMITTED WITH BID
(Public Contract Code Section 7106)

I, _____ , declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of 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.

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

_____
Date

_____
Name of Bidder

_____
Printed name of Authorized Company Representative

_____
Signature of Authorized Company Representative

BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE

The undersigned does hereby certify to the Sacramento City Unified School District ("District") that Bidder has reviewed and understands all insurance requirements specified in the District's Proposal for Supper/Snack Grocery Items. Should the bidder enter into a contract with the District for supper/snack grocery items, the undersigned further certifies that bidder can meet the specified requirements for insurance, including, without limitation, an endorsement stating that the District and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance and Employer's Liability Insurance, an endorsement stating that bidder's insurance policies shall be primary to any insurance or self-insurance maintained by the District, and an endorsement stating that there shall be a waiver of any subrogation.

Date: _____

Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

Piggyback Clause

The Sacramento City Unified School ("District") hereby declares its intent and authorization to make all contracts awarded under this Request for Proposal "piggyback able" by other California educational agencies (including public school districts and private and charter schools) pursuant to Public Contract Code Sections §20118 and § 20652 and 2 CFR, sections 200.318–200.327.

Other California education agencies participating in this proposal shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary and shall indemnify the District against, and hold the District harmless from, any disputes, disagreements or actions which may arise as a result of using this proposal. Any liability created by using this proposal shall be the sole responsibility of the California education agency placing the order.

The District waives any right to receive payment from other California education agencies making purchases off the awarded Contract, and those California education agencies will make payment directly to the Awarded Vendor.

Acceptance or rejection of this clause <u>will not</u> affect the outcome of this proposal.

By signing below, Vendor agrees to allow other California educational agencies to purchase **Supper/Snack Grocery Items** using the same terms, cost, products and conditions as this proposal during the time that this proposal is in effect. Bidder agrees that the District will not in any way incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by any other California agencies.

Option Granted (____) YES
Option Granted (____) NO

Date	Signature/Title	Type or Print Name

Name of Company	Address	City and State

CERTIFICATION REGARDING LOBBYING

To Be Submitted With Proposal

INSTRUCTIONS: To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of $100,000 per year and potential or existing contractors/vendors as part of an original proposal, 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 their 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.

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 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 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 Proposal (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.

Sacramento Unified School District _____

Name of School Food435-5/7232542.2 Agreement Number

Vendor:

_____

PRINTED NAME TITLE

_____

SIGNATURE DATE

RETAIN WITH THE APPLICABLE CONTRACT AND/OR PROPOSAL RESPONSES.

END OF DOCUMENT

SUSPENSION AND DEBARMENT CERTIFICATION

U.S. DEPARTMENT OF AGRICULTURE

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 Food Service Management and Food Service Consulting Contracts).

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

To Be Submitted With Proposal

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 are 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.

Sacramento Unified School District _____
Name of School Food Authority Agreement Number

Vendor:

_____
PRINTED NAME TITLE

_____
SIGNATURE DATE

RETAIN WITH THE APPLICABLE CONTRACT AND/OR PROPOSAL RESPONSES.

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
(LOWER TIER COVERED TRANSACTIONS)

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 Nonprocurement 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.

END OF DOCUMENT

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, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the
responsible state or local agency that administers the program or USDA's TARGET Center at
(202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD- 3027, USDA Program Discrimination Complaint Form (PDF), from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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: 833-256-1665 or 202-690-7442; or
3. email: program.intake@usda.gov

The District is an equal opportunity provider.

CERTIFICATION ON FOLLOWING PAGE.

EQUAL OPPORTUNITY EMPLOYMENT CERTIFICATION

To Be Submitted With Proposal

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity ("EO") clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60- 300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the

_____

_____(Company)

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

_____

PROPER NAME OF RESPONDENT

_____

SIGNATURE OF RESPONDENT'S AUTHORIZED REPRESENTATIVE

_____

NAME & TITLE OF AUTHORIZED REPRESENTATIVE

_____

DATE OF SIGNING

END OF DOCUMENT

Authorized Bidder Signature

Prime Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Date	Signature/Title	Type or Print Name
Name of Company	Address	City and State
Area Code	Telephone Number	Fax Number

_____
Federal Tax Id Number