

**REQUEST FOR PROPOSALS**

**FOR CHILD NUTRITION –  
GROCERY PRODUCTS**

**RFP# 06-2627  
2026 - 2027 SCHOOL YEAR**

Napa Valley Unified School District Food & Nutrition Department

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## NOTICE TO BIDDERS

The Napa Valley Unified School District (“District” or “NVUSD”) is requesting proposals (also referred to herein as “bids”, or “submittals”) to provide child nutrition Grocery Products for District locations for fiscal year 2026-2027, renewable for four (4) 1-year terms up to five years total.

Respondents (also referred to herein as “bidders” or “Vendors”) to this Request for Proposals (“RFP”) should email their proposal with the subject line “NVUSD RFP#06-2627 GROCERY PRODUCTS” as further described herein, to Dustin Walker at [Dustin\\_Walker@nvusd.org](mailto:Dustin_Walker@nvusd.org).

**ALL RESPONSES ARE DUE NO LATER THAN  
11:00 A.M., on May 29, 2026.**

### CALENDAR OF EVENTS

Event	Date
Posting of RFP	May 8, 2026
Deadline to submit questions to the district	1:00pm on May 20, 2026
Deadline for posting amendments and responses, if necessary	May 22, 2026
Deadline for submission of proposals	11:00am on May 29, 2026
Opening of proposals (not public)	May 29, 2026
Evaluation of proposals	May 29 - June 4, 2026
Estimated date of RFP award notification(s) sent out	June 5, 2026
Estimated awarded contract start date, after approval of Board	July 1, 2026

\*\*Napa Valley Unified School District will use every effort to adhere to the schedule. However, the District reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at [Requests for Proposals - Napa Valley Unified School District](#).\*\*

**Bid opening at 11:00 A.M. Late submittals will not be accepted or considered. Only email submittals will be accepted.**

If you have any questions regarding this RFP please email Dustin Walker at [Dustin\\_Walker@nvusd.org](mailto:Dustin_Walker@nvusd.org) on or before May 20, 2026 at 1:00 p.m.

The District reserves the right to reject any and all submittals. 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.

## **INTRODUCTION**

The District is seeking bids in response to this Request for Proposals (“RFP”) from Vendors to provide **Child Nutrition Grocery Products (“Grocery Products”)** to school sites in the District, upon demand. At the District’s option, the term may be renewed for four (4) additional one (1)-year terms, for a total of five (5) years. The District’s requirements for Grocery Products varieties, volume, and delivery requirements are set forth in this RFP.

The District will award the Vendor who meets the objectives of the RFP and can provide the greatest overall benefit to the District based upon the information presented in the submitted bids. While price alone is not the sole basis for award, it remains the primary consideration when awarding a contract under the RFP method. Proposals will be evaluated based on the Evaluation Criteria listed in this RFP.

A complete response is required in order to be considered. Vendors are required to comply with applicable laws and regulations as well as the District’s insurance requirements. The District reserves the right to reject any and all submissions and seek additional responses if the number or quality of responses does not meet the stated criteria.

### **LIMITATIONS AND DISTRICT RIGHT TO REJECT**

The District, in its sole discretion, reserves the right to:

Accept or reject any and all submittals, or any portion or combination thereof; Contract with any entity responding to this RFP in whatever manner the District decides; and/or Waive any informality or non-substantive irregularity, technical defect, or clerical error not affected by law, as the interests of the District may require.

This RFP is not an offer by the District to contract with any party responding to this RFP. This RFP does not commit the District to select any entity and 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 any costs or expenses incurred in preparing and submitting responses to this RFP. The District’s Board of Trustees is the sole judge of the responsibility of any bidder and the suitability of the equipment, supplies, and/or services proposed.

The Respondent’s Proposal, and any other supporting materials submitted to the District in response to this RFP will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal with appropriate legal authority, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure.

The District reserves the right to add additional Vendors for consideration after receipt of submittals if it is found to be in the best interest of the District. All decisions concerning firm selection will be made in the best interests of the District.

### **FULL OPPORTUNITY**

The District hereby affirms that Disadvantaged Business Enterprises (“DBE”), Small Local Business Enterprises (“SLBE”), Small Emerging Local Business Enterprises (“SELBE”), Disabled Veterans Business Enterprises (“DVBE”) according to the California State Codes and Regulations, and majority minority and/or women-owned business enterprises shall be afforded full opportunity to submit bids in response to this RFP. NVUSD defines a Local Business as “A business located in Napa, Sonoma, Solano, Yolo, or Lake counties, California.” No bidder will be discriminated against on the basis of race, color, gender, sexual orientation,

political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

NVUSD encourages the majority (at least 51%) minority, woman, and disabled veteran-owned business enterprises to participate and submit proposals to this RFP. Based upon the business' capacity to perform and be successful, this project may be awarded to more than one bidder if it is in the best interest of the District to do so. This effort is supportive of the goals outlined in California Public Contract Code Sec 10115 and CFR 200.321 to increase economic opportunity and fair competition in procurement for minority, woman, and disabled veteran-owned business enterprises.

Further information can be found at the following Public Contract Code websites.

[California Public Contract Code, division 2, part 1, chapter 2 – Responsive Bidders \(2025\)](#)  
[California Public Contract Code section 10115 \(2025\)](#)

Certification for Small Business and Disabled Veteran Business Enterprise Services is located at the following California website. Please note that certification is not required for recognition of status, however the District reserves the right to request certification for verification.

[Office of Small Business and Disabled Veteran Business Enterprise Services](#)

## **RESTRICTIONS ON LOBBYING AND CONTACTS**

Vendor shall comply with the Byrd Anti-Lobbying amendment. From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity responding to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process or the award of the contract(s) with any member of the District's governing board ("Board"), or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the firm submitting a proposal.

## **BRAND OR EQUIVALENT**

The use of the name of a manufacturer or any special brand or make in the specifications on the Pricing Worksheet is not intended to restrict bidders. The specification establishes the character or quality of the article desired, but the goods on which proposals are submitted must, in all cases, be equal to or of better quality than the item specified, and must clearly state the brand 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. If the brand offered as "equal" is not acceptable by the District as "equal" to the brand and product specified, Vendor must furnish one of the specified brands at the same price quoted in the original proposal submitted.

## **PIGGYBACK CLAUSE**

For the term of the Contract and any mutually agreed extensions pursuant to this RFP, at the option of the Vendor, other school districts within the State of California may purchase identical products upon the same terms and conditions pursuant to Sections 20118 (K-12) of the Public Contract Code and Education Code 17070.10. The District waives its right to require such other districts to draw their warrants in the favor of the District. Subsequent purchases under the Piggyback Clause may only be up to the size and value of the awarded contract under this RFP. The Vendor must notify the District of piggybacking districts via email. The successful bidder must provide an MOU to the piggybacking Agency that includes the items and total value to

the Agency within the piggyback agreement. Subsequent buyers using this RFP shall be directly responsible to the Vendor for payment and/or any other financial arrangements involving said transactions. Acceptance or rejection of this clause will not affect the outcome of this bid.

**Please initial either “option granted” or “option NOT granted”.**

**Piggyback option granted:** \_\_\_\_\_

**Piggyback option NOT granted:** \_\_\_\_\_

## **PROTESTS**

**Protest Procedures:** Any bidder may file a Protest. Only those bidders who have submitted a proposal on the project shall have the right to file a Protest. Napa Valley Unified School District will receive the protest in writing no later than 2:00 p.m. after the fifth (5<sup>th</sup>) business day following the proposal opening date. Untimely Protests will not be reviewed by the District and will be returned to the bidder. An e-mail address shall be provided. By filing the protest, the protesting bidder consents to receipt of email notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.

**Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must have all facts, refer to the specific portion(s) of any document relied upon, and include copies of all documents referred to in the protest. Any grounds not explicitly outlined in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the bidder whose proposal is being challenged under these procedures.

**Resolution of Controversy:** Once the Protest is received, the affected bidder will be notified of the protest and the evidence presented. If appropriate, the affected bidder will be allowed to rebut the evidence and present evidence that the bidder should be allowed to perform the Work. The District will issue a written decision within thirty (30) business days of receipt of the Protest unless factors beyond the District’s reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest but may do so at the option of the District or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by the District and will be copied to all parties involved.

**Appeal:** If the protesting bidder or the affected bidder is not satisfied with the Decision, the matter may be appealed to the School Board, within five (5) business days after receipt of the District’s written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an email from which questions and responses may be provided to:

**Napa Valley Unified School District  
Dustin Walker  
1360 Menlo Ave., Napa, CA 94558**

**Appeal Review and Finality:** Notice will be provided to the bidder of the date and time for Board consideration of the appeal. The decision concerning the Appeal will be final and not subject to any further Appeals.

**Reservation of Rights to Proceed with Contract Pending Appeal:** The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal. If there is

State Funding or a critical completion deadline, the District may choose to shorten the time limits set if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

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

### **SCOPE OF REQUIRED SERVICES**

Although the full scope of services shall be stated in the final Agreement for Child Nutrition Grocery Products ("Agreement"), the selected Vendor will be expected to be capable of fulfilling, at a minimum the following:

Furnish and deliver, upon demand, the quantities, sizes, and varieties of Grocery Products designated in the proposal or purchase order in accordance with the specifications outlined in this RFP.

Child Nutrition Grocery Products provided by the Vendor must comply with the nutritional and ingredients specifications identified in the proposal.

The District's form of Agreement is attached as **EXHIBIT "B"** to this RFP. The Vendor's applicable scope of services will be set forth in further detail in the Agreement. The scope may be modified at the sole discretion of the District prior to execution by the selected firms or individuals. Any addenda or bulletins issues by the District during the time soliciting proposals shall be covered in the bid and shall be made a part of the Agreement.

### **MINIMUM REQUIREMENTS**

Selected Vendor must comply with the product specifications in **EXHIBIT "A."** Vendor must agree to execute the District's form of Agreement attached to this RFP as **EXHIBIT "B"**. The Vendor must complete and submit the Bid Form and Proposal attached as **EXHIBIT "D"** to this RFP.

### **PRICING**

Proposed prices shall be per case or per unit as specified in Exhibit "A." Bidders must specify brand, product size, case count, origin, price, and any notes pertaining to each item. Errors in price computations will not excuse the Bidder from holding the price. Taxes shall not be included in unit bid prices. The District will pay only the State sales and use taxes; however, California use tax will be paid to out-of-state Vendors only when their permit number is shown on both their bid and invoices. No fuel surcharges will be accepted under this contract.

Any decrease in prices of the items listed in Vendor's proposal shall be made to the District as long as the lower prices are in effect, but at no time shall the prices charged to the District exceed the prices provided in the Proposal. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Vendor to any other school district or other governmental agency in Napa County, for the products identified in the Bid Form and Proposal.

Invoices for materials delivered shall be submitted immediately in a form acceptable to the District, under the same firm name as shown on the Agreement. The successful Vendor shall list separately any taxes payable by the District. The District shall make payment under the Agreement within forty-five (45) days after acceptance of the materials, supplies, and services pursuant to the Agreement, and approval of the invoices by the authorized District representative. Invoice payment terms will be computed either from the date of delivery and acceptance of all goods/services ordered, or the date of receipt of correct and proper invoices, prepared in accordance with the terms of the purchase order, whichever date is later. Invoices will not be processed for payment until all items ordered are received. Payment is deemed to have been made on the date the District mails the warrant.

A payment is late only if invoice payment time exceeds the time allowed by the payment terms.

Invoices are checked regularly. Any discrepancies in pricing will require a credit for the price discrepancy and the pricing to be corrected in the system, to avoid future errors. Five (5) instances of inaccurate billing may result in termination of the contract for cause. Five (5) instances of unapproved substitution, without cause by manufacturer or nature, is also reason for termination of the contract for cause.

**DELIVERY**

Time and manner of delivery are essential factors in proper performance under the Agreement. Unless otherwise specified in the Agreement, the successful Vendor shall be responsible for delivery and shall pay all costs, including drayage, freight, cartage, and packing for deliveries, as may be specified in the Bid Form. No fuel surcharges will be accepted. The acceptance by the District of late performance, with or without objection or reservations, shall not waive the right to claim damage for such breach, and shall not constitute a waiver of the requirements for the timely performance of any other Vendor obligation.

All product shall be delivered in vehicles that are clean and free of dirt, debris, and vermin. Child Nutrition staff at the delivery site reserve the right to temperature check delivery trucks and to enter delivery trucks to confirm cleanliness if necessary. Product shall have no signs of temperature abuse, including but not limited to evidence of freezing, odors, and mold. The District reserves the right to reject any product that does not meet the quality and food safety standards stated in this RFP at no cost to the District. The District will receive credit for any product that is rejected.

**Grocery Product Delivery Requirements:**

- Fresh, perishable product temperatures must be between 32 and 40 degrees Fahrenheit (32°F - 40°F) and transported in a refrigerated temperature-regulated truck held between 32°F - 40°F.
- Frozen product must be delivered frozen solid, with no evidence of thawing and re-freezing. Frozen product will be transported in a refrigerated temperature-regulated truck held between -15°F - 0°F.
- Delivery drivers are required to deliver product to the designated cooler, freezer, or storage area as requested by the Site Supervisor/designated staff.

**DELIVERY SITES**

SCHOOL/SITE	ADDRESS	Telephone
NOSH (Food Services) Central Kitchen	1360 Menlo Ave. Napa, CA 94558	707-253-3541
American Canyon High	3000 Newell Dr, American Canyon, CA 94503	(707) 557-8300
Napa High School	2475 Jefferson St, Napa, CA 94558	(707) 253-3711
Vintage High School	1375 Trower Ave, Napa, CA 94558	(707) 253-3601

American Canyon Middle	300 Benton Way, American Canyon, CA 94503	(707) 259-8592
Harvest Middle School	2449 Old Sonoma Rd, Napa, CA 94558	(707) 253-3766
Redwood Middle School	3600 Oxford St, Napa, CA 94558	(707) 253-3415
Silverado Middle School	1133 Coombsville Rd, Napa, CA 94558	(707) 253-3688
Unidos Middle School	1850 Salvador Ave, Napa, CA 94558	(707) 253-6813

**QUANTITY AND QUALITY**

The successful Vendor shall furnish and deliver the quantities, sizes, and varieties designated in **EXHIBIT “A”** under the Agreement. Vendor’s products must comply with Child Nutrition ingredients and nutritional specifications indicated in **EXHIBIT “A.”**

The quantities listed herein are estimates of consumption, only. The quantity is for information only and is not guaranteed beyond the provision that the successful Vendor will be afforded the option of refusing to deliver in excess of 25% over the quantity specified. The needs of the District may be substantially more or less than the quantities stated. The District requires a minimum fill rate of 95% on all orders as placed.

All materials, supplies, or services furnished under the Agreement shall be in accordance with the District’s specifications. Materials or supplies which, in the District’s opinion, are not in accordance and conformity with the District’s specifications, shall be rejected and removed from the District’s sites at the Vendor’s expense. If 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 specifications or sample, the cost of such test shall be paid by the Vendor. In its Bid Form and Proposal, the Vendor must certify that all materials conform to all applicable requirements of CALOSHA and of all other requirements of law.

Grocery Products must be packaged and labeled in accordance with applicable federal and industry standards. The selected Vendor must maintain consistent supply of the volumes indicated in the attached **EXHIBIT “A”** and be able to supply all orders placed by the District. Orders will be placed a week ahead of needed delivery. Delivery should be scheduled for one day a week. District to work with Vendor(s) after award on final delivery schedule.

**SAFETY AND HEALTH STANDARDS**

The successful Vendor agrees to comply with the applicable provisions of the California Occupational Safety and Health Act of 1973 (Labor Code, section 6300 et seq.) and the standards and regulations issued thereunder. Food must be prepared according to the California Retail Food Law (Health and Safety Code, section 113700 et seq.). The successful Vendor agrees to indemnify and hold harmless the District to any loss, damage, fine, penalty, or any expense whatsoever as a result of the successful Vendor’s failure to comply with the Act, and any standards or regulations issued thereunder.

**CONFLICT OF INTEREST**

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.

**ASSIGNMENT**

Any contract resulting from this RFP and any amendments or supplements, rights, burdens, duties, or obligations, thereto shall not be assignable by the successful Vendor either voluntarily or by operation of law without the written approval of the District.

## **INSPECTION RIGHTS**

The District reserves the right to inspect the Successful Bidder's facilities before awarding the contract. If, after inspection, the Vendor is found to be incapable of meeting the District's requirements, the bid will not be considered.

## **VENDOR REFERENCES**

The District may perform investigations of responding parties that extend beyond contacting the references identified in the bid. The District may request a firm to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted. The District reserves the right to evaluate Vendors based on their previous experience. Vendors must submit three references of current K-12 school district clients located in California.

## **BID SUBMISSION REQUIREMENTS**

Vendors submitting bids in response to this RFP must use the Bid Form and Proposal attached as **EXHIBIT "D"** and the Pricing Worksheet attached as **EXHIBIT "A"** to this RFP. All prices and notations must be typed. No corrections can be made after the time for opening written bids.

1. Bids must be submitted electronically via email to Dustin Walker at [Dustin\\_Walker@NVUSD.org](mailto:Dustin_Walker@NVUSD.org) with the subject line "Response to NVUSD RFP#06-2627 GROCERY PRODUCTS" by 11:00am on May 29, 2026.
2. When submitting your proposal, be sure that you receive a confirmation email from [Dustin\\_Walker@NVUSD.org](mailto:Dustin_Walker@NVUSD.org).
3. Bid documents must be submitted in PDF or Word Doc format.
4. Late proposals will be rejected and un-opened.
5. Bids must be signed by an authorized officer, agent, or employee.
6. If a bidder discovers an error in their submission or wishes to make changes prior to the submission deadline, the bidder must submit a revised proposal via email to [Dustin\\_Walker@NVUSD.org](mailto:Dustin_Walker@NVUSD.org) before 11:00am on May 29, 2026. The revised submission must be clearly marked in the subject line as "REVISED SUBMISSION – NVUSD RFP#06-2627 GROCERY PRODUCTS" and must include a brief cover statement identifying the specific changes made. Only the most recent submission received before the deadline will be considered. Any submission or revision received after the deadline will not be accepted. It is the bidder's sole responsibility to ensure timely delivery of all submissions and revisions.
7. The District is not responsible for any delays in electronic bid submission, including if file size of attachments are too large.
8. Cost of preparation and submission of bid is solely the responsibility of the bidder.

Bids should be verified before submission because the bid cannot be withdrawn or corrected after being opened. The District will not be responsible for errors or omissions on the part of the Vendor in making up their written bids.

**Submittals must include:** Product Formulation Statements, Recipes, Nutritional information and ingredients lists for each variety of Product submitted in PDF format.

Any Vendor may withdraw their bid either personally or by an emailed written request, at any time prior to the scheduled time for opening of the bids. No Vendor may withdraw their bid for a period of one hundred twenty (120) days after the date set for opening thereof.

Each proposal will be reviewed for completeness before the evaluation begins. Vendors should ensure compliance with all terms and conditions of this RFP. Failure to respond to all requested categories may result in disqualification from further consideration. Bids that include terms such as “negotiable,” “will negotiate,” or similar language will be considered noncompliant.

### EVALUATION CRITERIA

The District intends to select a Successful Bidder based on the best combination of price, quality, and relevant experience according to the criteria below, the completed Pricing Worksheet (EXHIBIT A), the completed Vendor Questionnaire, and previous experience with the Vendor. While price is a key factor, other considerations such as delivery, ingredient sourcing, taste, and food safety practices will also significantly impact the final selection, as seen in the evaluation criteria below. The District reserves the right to award the contract to more than one bidder to the extent allowed by law or to reject all bids if none meet the required standards.

**Evaluation Criteria:**

Evaluation Criteria	Description	Points Based On	Max Points
Price	30 Points: Lowest-priced bid. 24 Points: Second lowest-priced bid. 18 Points: Third lowest-priced bid.	Submitted Pricing Worksheet (EXHIBIT A)	30
Delivery Specifications	100%: Ability to deliver within District's designated times and days, positive references for timely and accurate delivery, District positive previous experience with bidder's delivery services. 75%: Ability to meet delivery windows on alternate days; positive references. 0 Points: Bidder does not meet specified criteria	Reference Forms, Delivery Questions in Vendor Questionnaire, District Previous Experience with Vendor	15
Service Quality and Reliability	10 Points: Proven ability to provide excellent service as demonstrated in District's previous experience & Vendor questionnaire that show: 1. Procedure in place to notify District of any substitutions, back orders, or recalls promptly	Responses to Questions Labeled "Service" in Vendor Questionnaire,	10

	<ol style="list-style-type: none"> <li>2. Offers online ordering with lead times less than 4 weeks</li> <li>3. Prompt responses and satisfactory resolution to requests for information and complaints &amp; issues - Courtesy and responsiveness to all district personnel at all times</li> <li>4. Ready access to decision-making executives and assigned point of contact.</li> </ol> <p>0 Points: References and/or Vendor questionnaire demonstrate poor performance or inability to meet criteria described above.</p>	District's Previous Experience With Vendor, and Vendor References	
Food Safety and Controls	<p>5 Points: Bidder can provide evidence in form of a written Food Safety &amp; Security Program or HACCP.</p> <ul style="list-style-type: none"> <li>● Record-keeping program</li> <li>● Staff are trained regularly in food safety procedures.</li> <li>● Product Recall and Pest Control Procedures in place.</li> <li>● Facilities are inspected by accredited agencies.</li> <li>● Prompt record of responding to any violations or concerns.</li> </ul> <p>0 Points: No evidence of food safety practices in place.</p>	Responses to Questions Labeled "Health & Safety"	5
Ordering Systems and Reports	<p>5 Points: Bidder has systems in place to provide Vendor reports including velocity, usage, average cost per item, and origin for all products ordered. District can access these reports. .</p> <p>0 Points: Bidder does not meet specified criteria.</p>	Responses to Questions Labeled "Ordering Systems and Reports" in Vendor Questionnaire	10
Business Ownership Equity	<p>5 Points: Bidder qualifies as a Majority (at least 51%) Minority and/or Woman and/or Disabled Veteran-Owned Business.</p> <p>0 Points: Bidder does not meet the specified criteria.</p>	Responses to Questions Labeled "Equity" in Vendor Questionnaire	5
Local Business Preference	<p>10 Points: Bidder's business is located in Napa, Sonoma, Solano, Yolo, or Lake counties, California</p> <p>0 Points: Bidder does not meet the specified criteria.</p>	Responses to Questions Labeled "Local Business" in Vendor Questionnaire	10
Small Business Enterprise Equity	<p>5 Points: Bidder qualifies as a small business per CA Health and Safety Code §23395.20.</p> <p>0 Points: Bidder does not meet the specified criteria</p>	Responses to Questions Labeled "Equity" in Vendor Questionnaire	5
<b>Total Points</b>			<b>95</b>

## VENDOR QUESTIONNAIRE

Please complete this qualifying criteria Vendor questionnaire and submit with your proposal. You may attach additional sheets if necessary.

1. **Delivery** - Will you be able to meet the delivery specifications made in this RFP? If not, what modifications would you make?
2. **Service** - Please describe your ordering procedures including order lead time for products you bid on and the latest an order can be placed for next day delivery.
3. **Service** - Who will be the primary contact for NVUSD at your business for questions regarding orders and products? Please include contact name, phone number, and email address.
4. **Service** - What is your process for notifying customers of substitutions and shortages?
5. **Health & Safety** - Do you have a HACCP Plan and/or Food Safety and Security Plan in place? Include with your bid submission.
  - a.  Yes  No
6. **Health & Safety** - Do you have Product Recall Procedures in place? Please describe how you notify customers of product recalls.
  - a.  Yes  No
7. **Health & Safety** - Do you have a Pest Control Policy in place?
  - a.  Yes  No
8. **Ordering Systems & Reports** - Do you have systems in place for Districts to request velocity, usage, average cost per item, and item origin for all ordered products?
  - a.  Yes  No
  - b. If Yes, please describe how Districts can access this information.
9. **Local Business** - Is your business located in Napa, Sonoma, Solano, Yolo, or Lake counties, California?
  - a.  Yes  No
10. **Equity** - Is your business a minority and/or woman and/or disabled veteran-owned? (At least 51% of the business must be minority-, woman- or disabled veteran-owned to qualify.)
  - a.  Yes  No

11. **Equity** - Are you a small business according to the CA Health and Safety Code §23395.20 definition:  
An independently owned and operated business, not dominant in its field, with 100 or fewer employees  
and average annual gross receipts of \$10,000,000 or less over the past three years.
- a.  Yes  No

## PRICING WORKSHEET EXHIBIT "A"

The Pricing Worksheet is provided as a separate attachment. Follow the instructions below to access the Pricing Worksheet and download an editable copy. The Pricing Worksheet is protected to avoid accidental edits. Bidders are required to download their own copy for editing.

Complete the Pricing Worksheet and submit with your Proposal in Excel format.

### Access the Pricing Worksheet here:

<https://docs.google.com/spreadsheets/d/1SFflz1vd7gC-yRIL8uVuKv3MIVANKIBZEvt91pjPj6M/edit?usp=sharing>

### Pricing Worksheet Instructions:

1. Open the Pricing Worksheet at the link above
2. In the upper left corner, click "file"
3. Click "download" or "make a copy"
4. Re-name your copy of the Pricing Worksheet with Vendor name
5. Complete the **blue cells only** in columns I through R
6. Submit the completed Pricing Worksheet in Excel format with your Proposal

Note: Bidders are not required to bid on all items. Leave a line blank for no bid. Partially completed lines will be considered "no bid".

### VENDOR REFERENCE FORM

Please complete the below for three current K-12 school district customers located in California.

**Reference #1:**

Company Name	
Contact Name	
Contact Phone Number	
Contact Email Address	
Number of Years Served by Vendor	
Products Served by Vendor	

**Reference #2:**

Company Name	
Contact Name	
Contact Phone Number	
Contact Email Address	
Number of Years Served by Vendor	
Products Served by Vendor	

**Reference #3:**

Company Name	
Contact Name	
Contact Phone Number	
Contact Email Address	
Number of Years Served by Vendor	
Products Served by Vendor	

**AGREEMENT FOR CHILD NUTRITION GROCERY PRODUCTS NAPA VALLEY UNIFIED  
SCHOOL DISTRICT EXHIBIT "B"**

This Agreement ("Agreement") is made and entered into as of the 1st day of July 2026 by and between the Napa Valley Unified School District, ("District") and \_\_\_\_\_ ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

**Products and Services.** Vendor shall furnish and deliver the Grocery Products to the District's school sites, upon demand, as further detailed in **EXHIBIT "A"** attached hereto and incorporated herein by this reference ("Delivery Item(s)") in the quantities, sizes, and varieties designated in the bid or purchase order in accordance with the Bid Form and Proposal, and specifications. Each school site ("Site") shall place its order for the Delivery Items by 2:00 p.m. a week ahead of the needed delivery date.

**Term.** Vendor shall commence providing Services under this Agreement on July 1, 2026 through June 30th 2027 ("Term"), unless this Agreement is terminated and/or otherwise canceled prior to that time.

If mutually agreeable, the District reserves the right to renew the Agreement for four (4) additional one (1)-year terms for a possible total of five (5) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original Agreement having been met to the satisfaction of the District. Each renewal will be made by notifying the Vendor, in writing, thirty (30) days prior to the expiration of the term then in effect.

**Submittal of Documents.** Vendor shall not commence the Services under this Agreement until the Vendor has submitted and the District has approved the certificate(s) and the endorsement(s) of insurance required as stated in the Document Check-Off Sheet (EXHIBIT C).

**Compensation.** District agrees to pay Vendor according to the unit prices in Vendor's Bid Form and Proposal for the Delivery Items satisfactorily furnished and delivered pursuant to this Agreement. At no time during the Term shall the prices charged to the District exceed the price quoted on the written bid form for the Term of the Agreement.

Taxes shall not be included in the unit prices. The District will pay only the State sales and use taxes; however, California use tax will be paid to out-of-state Vendors only when their permit number is shown on both their bid and invoices. Federal excise tax is not applicable to school districts.

**Accounting.** Invoices shall be furnished in triplicate and include delivery site, product name, quantity, unit size, and unit price. One (1) copy is to be kept by the distributor. Any decrease in prices of the Delivery Items listed in Vendor's proposal shall be made to the District as long as the lower prices are in effect, but at no time shall the prices charged to the District exceed the prices provided in the Proposal. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Vendor to any other school district or other governmental agency in Napa County, for the Delivery Items. Invoices for Delivery Items delivered shall be submitted immediately in duplicate and in a form acceptable to the District, under the same firm name as shown on the Agreement. The Vendor shall list separately any taxes payable by the District and shall certify on the invoices that federal excise tax is not included in the unit prices listed in the invoices.

**Payment.** The District shall make payment under the Agreement within forty-five (45) days after acceptance of the materials, supplies, and services pursuant to the Agreement, and approval of the invoices by the authorized District representative. Invoice payment terms will be computed either from the date of delivery and acceptance of all good/services ordered, or the date of receipt of correct and proper invoices, prepared in accordance with the terms of the purchase order, whichever date is later. Invoices will not be processed for payment until all items ordered are received. Payment is deemed to have been made on the date the District mails the warrant.

**Late Payment.** A payment is late only if invoice payment time exceeds the time allowed by the payment terms.

Invoices are checked regularly. Any discrepancies in pricing will require a credit for the price discrepancy and the pricing to be corrected in the system, to avoid future errors. Five (5) instances of inaccurate billing may result in termination of the contract for cause. Five (5) instances of unapproved substitution, without cause by manufacturer or nature, is also reason for termination of the contract for cause.

**Financial Restitution.** If delivery failures result in loss of reimbursement funds for the District's meal programs, the District will deduct the total lost reimbursement from bidder's invoices. If meals fail to contain required components of a reimbursable meal due to bidder failure to deliver specified products, bidder shall reimburse the District for the full value of all identified meals as determined by the National School Lunch Program.

Financial restitution shall be made within sixty (60) days of written request.

**Additional Items.** During the Term of this Agreement, as the need for other products arises or new products are developed, the District reserves the right to add items to this Agreement. The price of such items shall be negotiated between the District and the Vendor using a similar unit pricing as the other Delivery Items and shall be subject to the terms and conditions of this Agreement. Vendor will provide the best pricing available based on type of item and quantity. Evidence and documentation of cost (at invoice price) will be provided by the Vendor upon District's request. Items not included in the executed contract can be added only if the total value of all added goods and quantities of listed goods does not exceed ten percent (10%) of the estimated value of the contract, consistent with USDA guidance. If the value of additional goods exceeds this limit, a separate procurement must be conducted or such purchases will be considered an unallowable cost. Upon renewal, any goods added to the contract must be included in a contract amendment, and a new basis for contract value — including actual expenditures for the previous year plus any additional items — must be established for each renewed contract year.

**Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of the Services herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

**Performance of Services.**

**Standard of Care.** Vendor represents that Vendor has the qualifications and ability to furnish and deliver the Delivery Items as specified, without the advice, control or supervision of the District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. The District shall hold the Vendor responsible for any damage which may be sustained because of failure or neglect of the Vendor to comply with the terms or conditions listed herein with the terms of the Agreement.

**Sanitation.** All products shall be produced and handled in accordance with the best sanitary practices. Employees, equipment, and manufacturing plant shall meet state and county health department requirements to assure clean, sound and sanitary products.

**Inspection of Products Furnished.**

All items furnished shall be subject to inspection and rejection by the District for spoilage defects, or non-compliance with the specifications. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the District and accepted. If a product is rejected at time of delivery, a credit is to be issued for the product or Vendor shall immediately remedy such defect in a manner satisfactory to District.

**Right to Inspect Vendor Facilities.** The District reserves the right to inspect the Vendor's facilities during the Term of the Agreement and if representatives of the District determine after such inspection that Vendor is not capable of performance satisfactory to the District, the Agreement can be terminated.

**Safety and Security.** The District reserves the right to require delivery drivers to follow site-specific safety and security measures, which may include checking in at a front office and presenting a valid driver's license. Any unwillingness to follow these measures may result in delay or rejection of delivery.

**Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include acts for God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations superimposed after the fact.

**Ordering.** Orders will be placed online by each Site by no later than 2:00 p.m. a week ahead of needed delivery date. Vendor may be required to alter orders daily. Orders should not be accepted for items that are not on the price request or unauthorized substitutions. If such unauthorized items are ordered and delivered it will be at the discretion of District's Child Nutrition personnel whether payment will be made to the Vendor for such items. The Director of Child Nutrition, Secretary to the Director of Child Nutrition, Food Service Account Clerk, Food Service Supervisors, and Cafe Managers are the only authorized purchase agents for the District.

**Substitutions.** Vendor shall notify District via phone and email of substitutions a minimum of 48 hours in advance of the order delivery date. Substitutions must be of equal or greater quality and will be provided at the same or a lower price as the original ordered item. District must approve of substitution over phone or email. Authorization of a substitution shall be made at the sole discretion of the District. Vendor will provide the Product Formulation Statement and nutrition information for all substitutions at the time of substitution notification and with the delivery.

**Returns.** Vendor shall issue credit to the District for all products returned from the Sites, including damaged and decaying products.

**Audit.** Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and any renewals, and for five (5) years thereafter. Vendor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents. Proof of distributor's landing cost (distributor's invoice) will be required upon request, within a two-day period, for audit purposes only. Invoices are checked regularly.

### **Termination.**

**For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for Services satisfactorily rendered to the date of termination. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner. District shall not be liable for any cost incurred after the thirty (30) days of such notice.

**With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- unsatisfactory product or service; or
- any reason determined to be detrimental to the health and welfare of students and school personnel; or material violation of this Agreement by the Vendor; or
- any act by Vendor exposing the District to liability to others for personal injury or property damage; or
- Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall cease and terminate. In the event of this termination, the District may secure the required services from another Vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the Services pursuant to this Agreement, the Vendor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

**Indemnification.** To the furthest extent permitted by California law, Vendor and its agents, officers and employees shall defend, indemnify, and hold harmless the District, its elected and appointed officers, agents, employees, volunteers, contractors and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which the District, its elected and appointed officers, agents, employees, volunteers, contractors and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the

agents, officers and employees of Vendor in the performance of, in connection with, as a result of, and in accordance with the terms of the Agreement. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement

**Insurance.**

The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
<b>Workers Compensation</b>	Statutory Limits

**Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Vendor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

**Workers’ Compensation.** In accordance with provisions of section 3700 of the Labor Code, the Vendor shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

**Proof of Carriage of Insurance.** The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”

Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

All policies except the Workers' Compensation Insurance Policies shall be written on an occurrence form.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

**Assignment.** The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor without the written consent of the District's Governing Board. Notice is hereby given that the District will not honor any assignment made by Vendor unless the required written consent has been given.

**Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. All products must conform to the provisions set forth in the federal, state, county, and city laws for their production, handling, processing, marketing, and labeling. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on providing the Delivery Items as indicated or specified. If Vendor performs any Service that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.

**Anti-Discrimination.** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), 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  
Director, Center for Civil Rights Enforcement  
1400 Independence Avenue, SW, Mail Stop 9410  
Washington, D.C. 20250-9410  
Fax: (202) 690-7442  
Email: [email:program.intake@usda.gov](mailto:email:program.intake@usda.gov)

It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender identity, or age and therefore Vendor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. 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. In addition, the Vendor agrees to require like compliance by all of its subcontractor(s).

**Fingerprinting of Employees.** Vendor shall submit a fully executed "Fingerprinting/Criminal Background Investigation Certification" in accordance with the requirements of Education Code section 45125.1. For this certification, Vendor shall use the form in Attachment 2 to the Fingerprinting Notice and Acknowledgement appended to this Agreement.

**Tobacco-Free Environment.** All District sites have been designated as a tobacco-free environments. Smoking and the use of tobacco products is prohibited at all times on all areas of District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

**No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

**Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

**Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

**Napa Valley Unified School District**  
Food Service Office  
1360 Menlo Ave. Napa, CA 94558

ATTN: Dustin Walker

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

**Environmental Protection Agency Compliance.** In performance of this contract, the Vendor and District shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). [2 CFR 200 Appendix II(G)]

**Debarment and Suspension (Executive Orders 12549 and 12689).** Through its execution of this Agreement, Vendor 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 according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this Vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>). District will confirm Vendor(s)' status on the Excluded Parties List before sending Intent to Award letter(s).

**Byrd Anti-Lobbying Amendment.** Vendor certifies that it has submitted the Certification Regarding Lobbying that is attached to the Agreement.

**Buy American Provision.** 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 to purchase, to the maximum extent practical, domestic commodities or products. Their Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture.

The Buy American provision is one of the procurement standards NVUSD 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 NVUSD.

For products procured by NVUSD for use in the school nutrition programs using nonprofit food service account funds, the product's food component is considered the agricultural commodity. Child Nutrition Service 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. Their 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 their 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 NVUSD 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://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice>).

The USDA codified in regulations the two limited exceptions when non-domestic foods may be purchased by NVUSD. 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:

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

NVUSD 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:

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

- A. Beginning in School Year (SY) 2025–26, the non-domestic food purchases cap was 10 percent.
- B. Beginning in SY 2028–29, the non-domestic food purchases cap will be 8 percent.
- C. 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:

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

**Energy Policy and Conservation Act Compliance.** In performance of this contract, the Vendor and District shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat 871).

**Conflict of Interest.**

- a. Vendor shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. Vendor shall not hire any officer or employee of District to provide any supply or material by this Agreement without the prior approval of District Human Resources.
- b. Vendor affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Vendor's family, business or financial interest and the supplies/materials provided under this Agreement, and in the event of change in either private interest or supplies/materials under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing.
- c. Through its execution of this Agreement, Vendor acknowledges that it is familiar with the provisions of Government Code sections 1090 et seq. and sections 87100 et seq., and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Vendor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Vendor agrees it shall notify District in writing.

**Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

**California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

**Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

**Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

**Attorney Fees/Costs.** Should litigation or other legal proceeding be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own costs, litigation and collection expenses, witness fees, court costs and attorney's fees.

**Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

**Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

**Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

**Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.**

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Napa Valley Unified School District**

**Information regarding Vendor:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

Individual

Sole Proprietorship

Partnership

Limited Partnership

Corporation, State: \_\_\_\_\_

Limited Liability Company

Other: \_\_\_\_\_

Employer Identification and/or Social Security Number: \_\_\_\_\_

## DOCUMENT CHECK-OFF SHEET – EXHIBIT C

- Signed Agreement – EXHIBIT B
- Completed Document Check-Off Sheet (this page) – EXHIBIT C
- Completed Pricing Worksheet – EXHIBIT A
- Completed Vendor Reference Form
- HACCP Plan or written Food Safety and Security Plan
- Evaluation Criteria – Acknowledgment Signature
- Vendor Questionnaire
- W-9 Form
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- Bidder's Statement Regarding Insurance Coverage
- Non-Collusion Declaration
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities
- Iran Contracting Act Certification
- Suspension and Debarment Certification
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- Equal Opportunity Employment Certification
- Clean Air and Water Certification
- Buy American Provision Certification
- PRU-21 China Prohibition Certification
- Bid Form and Proposal – EXHIBIT D

## WORKERS' COMPENSATION CERTIFICATION

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Vendor to furnish the information requested in this certification form below.**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Date:

Name of Vendor:

Signature:

Print Name and Title:

(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.)

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT**

**FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET**

*(Education Code Section 45125.1)*

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1.You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2.You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment 1** to this Notice.

3.Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment 2** to this Notice.

4.If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An “emergency or exceptional” situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5.If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as \_\_\_\_\_ *[insert “owner” or officer title]* of \_\_\_\_\_ *[insert name of business entity]*, have read the foregoing and agree that \_\_\_\_\_ *[insert name of business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT 1

### Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

**ATTACHMENT 2**

**Form for Certification of Lack of Felony Convictions**

**Note:** *This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.*

Entity Name: \_\_\_\_\_

Date of Entity's Contract with District: \_\_\_\_\_

Scope of Entity's Contract with District: \_\_\_\_\_

I, \_\_\_\_\_ *[insert name]*, am the \_\_\_\_\_ *[insert "owner" or officer title]* for \_\_\_\_\_ *[insert name of business entity]* ("Entity"), which entered a contract on \_\_\_\_\_, 20\_\_, with the District for \_\_\_\_\_.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: \_\_\_\_\_, 20\_\_ Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity: \_\_\_\_\_

**NON COLLUSION DECLARATION**

(Public Contract Code section 7106)  
(Amended by Stats. 2011, Ch. 432, Sec. 37. Effective January 1, 2012.)

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing proposal.

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

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

Signature of Officer: \_\_\_\_\_

Typed Name of Officer: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

\_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

**BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE**  
TO BE SUBMITTED WITH PROPOSAL

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Napa Valley Unified School District as Additional Insured for the work specified.

\_\_\_\_\_  
Name of Bidder (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

**IRAN CONTRACTING ACT CERTIFICATION OF ELIGIBILITY TO PROPOSAL FOR CONTRACTS OF \$ 1 MILLION OR MORE**

(Public Contract Code sections 2202-2208)

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

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

**OPTION #1 - CERTIFICATION**

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

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

**OPTION #2 – EXEMPTION**

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

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

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

## SUSPENSION AND DEBARMENT CERTIFICATION

**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.)**

<p align="center"><b>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions</b></p>
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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 BELOW)**

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

School Food Authority Name:

Agreement Number:

Potential Vendor or Existing Contractor (Lower Tier Participant):

Company Name:

Address:

Printed name:

Signature:

Date:

RETAIN COPY OF THIS FORM WITH THE APPLICABLE CONTRACT OR PROPOSAL  
RESPONSES

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the 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.

## CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

Date:  
Contractor:  
Signature:  
Printed Name:  
Title:

## EQUAL OPPORTUNITY EMPLOYMENT CERTIFICATION

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

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

BY (Signature): \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

## CLEAN AIR AND WATER CERTIFICATION

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

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Name of Vendor Company

### THE VENDOR AGREES AS FOLLOWS:

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

### THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604). B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- A. 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)).
- B. 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).
- C. 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.
- D. 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 Food Service Management Company.

Authorized Representative Signature:

Title:

Date:

## **BUY AMERICAN PROVISION CERTIFICATION**

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 NVUSD 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 NVUSD working with local, or small, minority, and woman-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Child Nutrition Services (SNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

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

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 weight of domestic components must exceed 51% percent of the weight 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 \_\_\_\_\_

Vendor Name \_\_\_\_\_

Completed By \_\_\_\_\_

### **Non-Domestic Food Products Limitation**

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, Bidder must submit in writing to the District, a minimum of 30 days in advance of delivery. The request must include the following:

- (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.

Effective School Year 2025–26, per USDA regulations, NVUSD shall limit the total cost of non-domestic commercial food products purchased under this contract to no more than 10 percent of the total commercial food cost. Vendors must track and report non-domestic food purchases to ensure compliance with this threshold.

I/we \_\_\_\_\_, certify that only domestic commodity or food/beverage products will be supplied to NVUSD unless all are true:

- a) mutually agreed upon and pre-approved by NVUSD
- b) the total cost of non-domestic commercial food products purchased under this contract will not exceed 10 percent of the total cost of all food products purchased under this contract
- c) Vendor will provide information to the District on product and ingredient origin as needed to monitor Buy American compliance.

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Signature Date

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District. NVUSD will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between NVUSD and the Vendor and documented.

**CERTIFICATION REGARDING LOBBYING**  
TO BE SUBMITTED WITH PROPOSAL

**INSTRUCTIONS: To be completed and submitted ANNUALLY by (1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and (2) potential or existing contractors/Vendors as part of an original Proposal, contract renewal or extension when the contract exceeds \$100,000.**

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:
<b>OR</b>		
Name of Food Service Management or Food Service Consulting Company: (Vendor)		
Printed Name and Title: _____	Signature: _____	Date: _____
Name of School Food Authority:		Agreement Number:

### DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p>Contract <input type="checkbox"/></p> <p>Grant <input type="checkbox"/></p> <p><input type="checkbox"/> Cooperative Agreement</p> <p>Loan <input type="checkbox"/></p> <p><input type="checkbox"/> Loan Guarantee</p> <p><input type="checkbox"/> Loan Insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> Proposal/offer/application</p> <p><input type="checkbox"/> Initial award</p> <p><input type="checkbox"/> Post-award</p>	<p>4. Report Type:</p> <p><input type="checkbox"/> Initial filing</p> <p><input type="checkbox"/> Material change</p> <p>FOR MATERIAL CHANGE ONLY:</p> <p>Year: _____ Quarter: _____</p>
<p>3. Name and Address of Reporting Entity:</p> <p>Prime Subawardee</p> <p>Tier _____, if known</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10. a Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p>11. Amount of Payment (check all that apply): \$ _____ actual planned</p>	<p>12. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> Retainer</p> <p><input type="checkbox"/> One-time fee</p> <p><input type="checkbox"/> Commission</p> <p><input type="checkbox"/> Contingent fee</p> <p><input type="checkbox"/> Deferred</p> <p><input type="checkbox"/> Other; specify: _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p>Cash <input type="checkbox"/></p> <p><input type="checkbox"/> In-kind; specify:</p> <p>_____ Nature <input type="checkbox"/></p> <p>_____ Value <input type="checkbox"/></p>		
<p>14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:</p> <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</p>		

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

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. 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 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. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
10. 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.
11.
  - 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). 4910-4489-8600, v. 2

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

**PRU-21 CHINA PROHIBITION CERTIFICATION**  
Consolidated Appropriations Act of 2021 (Public Law 116-260)  
*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.

We \_\_\_\_\_ (insert Vendor name), certify that \_\_\_\_\_ (insert product name) does 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).

\_\_\_\_\_  
Respondent Company Name

\_\_\_\_\_  
Name(s) and Title(s) of Authorized Representatives

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

## **INSURANCE COVERAGE CERTIFICATION**

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in this Request for Proposal. Should the Bidder be awarded the contract, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of any subcontractors, and agrees to name Napa Valley Unified School District as Additional Insured for the work specified.

Bidder Company Name:

Bidder Authorized Representative Name:

Signature:

Title:

Date:

**DISTRICT INFORMATION REGARDING VENDOR**

**By (Signature):** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Type of Business Entity: (Check one below)**

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State:
- Limited Liability Company
- Other:

**Employer Identification and/or Social Security Number:**

**BID FORM AND PROPOSAL - EXHIBIT D**

To: Governing Board of Napa Valley Unified School District ("District")

From: (NAME OF VENDOR)

The undersigned affirms that he/she is a duly authorized agent of the Vendor with the authority to submit a bid on behalf of Vendor.

The undersigned has reviewed the form Agreement, including, without limitation, the Notice to Bidders and Request for Proposal, any Addenda, and agrees and proposes to furnish and deliver the products as specified by Napa Valley Unified School District Child Nutrition Department.

All items proposed shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county, city laws and ordinances for their production handling, processing, marketing, and labeling. All prepared products must be prepared without sulfating agents.

The undersigned agrees to furnish the products specified at the quoted unit price(s) and to comply with conditions of this RFP. The price per unit must remain firm for the full contract period, with the exception of any price decreases as explained in the Agreement and this RFP.

A. **PRICING.** In the proposal, the undersigned understands:

The pricing methodology proposed must remain in effect for the term of the contract. The proposed pricing methodology will also be applied to any new products requested.

**B. DELIVERY SPECIFICATIONS**

By signing below, I affirm that I have the ability to deliver to the designated sites at the designated times according to the Delivery sections in this RFP. I understand that meeting these expectations is critical to the success of this agreement.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

OR

I cannot meet the specified delivery timeline, I will deliver based on the following adjustments:

Adjusted Delivery Schedule: \_\_\_\_\_

**C. FRESH INGREDIENTS AND TASTE**

By signing below, I affirm that all products delivered under this proposal will be fresh and follow the Nutrition Requirements outlined in this RFP. The taste, appearance, and quality of all items will meet the agreed-upon standards and expectations.

The Bidder is encouraged to submit documentation (such as certificates or farm/source details of ingredients) to verify that all products meet these criteria.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

#### **D. FOOD SAFETY CONTROLS**

By signing below, I affirm that I can provide evidence of a written Food Safety & Security Program compliant with HACCP (Hazard Analysis Critical Control Point) standards. This includes:

- A record-keeping program that documents all food safety activities.
- Staff are trained regularly in food safety procedures.
- Pest control procedures are in place and maintained.
- Facilities are inspected by accredited agencies.
- A prompt and thorough record of responding to any violations or concerns.

The Bidder is required to submit a copy of the HACCP plan with proposal. .

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

IT IS UNDERSTOOD that if Vendor's bid is accepted by the District, Vendor will enter into the Agreement for Child Nutrition Grocery Products within seven (7) days to provide the products and services described therein.

The undersigned certifies that this bid is genuine and not sham or collusive or made in the interest or behalf of any person not herein named, and that Vendor has not submitted his or her bid price to any corporation, partnership, company, association, organization, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

The undersigned certifies 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(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

The undersigned warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent representative of Vendor, to any officer or employee of the District with a view toward securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach of this warranty, the District shall have the right to terminate the contract, either whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Vendor agreed to supply shall be borne and paid for by the Vendor. The rights and remedies of the District provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

***Furthermore, the undersigned hereby certifies to the District that all representations, certifications, and statements made by Vendor, as set forth in this bid form, are true and correct and are made under penalty of perjury.***

Signature:

Printed Name:

Date:

Vendor Name:

Taxpayer Identification Number:

Address:

Telephone Number:

Email:

If Bidder is a corporation, affix corporate seal. Name of Corporation:

President:

Secretary:

Treasurer:

**END OF RFP**

