

Vista Unified School District

CNS FARM-TO-SCHOOL PRODUCE

RFP # V2526120RFP

RFP AND CONTRACT DOCUMENTS

DUE DATE: June 05, 2026

**1234 Arcadia Ave.
Vista, CA 92084
Purchasing Department
(760) 726-2170, ext. 92642**

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the Vista Unified School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but not later than **3:00 o'clock p.m. on June 05, 2026**, proposals for the award of a contract for **CNS FARM-TO-SCHOOL PRODUCE, RFP No. V2526120RFP**.

Each proposal shall be submitted on a form obtained at the Purchasing Department, Vista Unified School District at 1234 Arcadia Ave, Vista, CA 92084 or at https://vistausd.org/departments/business_services/purchasing. Proposals may be sent to Jose Mata-Villa of the Vista Unified School District, Purchasing Department, at 1234 Arcadia Ave, Vista CA 92084. RFP's not received in the District's Purchasing Department by the specified date and time will be returned unopened. It is the sole responsibility of the proposer to see that his/her proposal is received at the proper time at the address noted herein. Proposals will be opened at **3:00 o'clock p.m. on June 05, 2026**, at the Purchasing Department's assigned location and will not be read aloud. A summary will be sent out after 48 business hours after day of opening.

Each RFP must conform and be responsive to this invitation, the Information for Proposers, the Specifications, and all other documents comprising the pertinent Contract Documents. Copies of the Contract Documents are now on file and may be obtained at the purchasing website stated above.

The RFP will be awarded by the point system using the criteria which has been established and outlined as per sample located on pg. 13 of this RFP. The Vista Unified School District reserves the right to reject any or all RFP's, to accept or reject any one or more items of an RFP, to award multiple suppliers or to waive any irregularities or informalities in the RFP or in the proposals.

No proposer may withdraw his/her RFP for a period of sixty (60) days after the date set for the opening.

In the event of identical RFP's, the Governing Board may determine by lot which shall be accepted per Public Contract Code 20117.

Vista Unified School District
Martha Alvarado
Clerk of the Governing Board

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CNS FARM-TO-SCHOOL PRODUCE

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FLASH DRIVE WITH ALL RFP DOCUMENTS MUST
BE SUBMITTED WITH RFP.

* **Pages that require signatures and MUST be submitted as part of RFP.**

RFP PROPOSAL FORM

Board of Education
Vista Unified School District
Purchasing Department
1234 Arcadia Avenue
Vista, CA 92084

Re: Proposal for RFP No. **V2526120RFP**

To: Members of the Board of Education

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Proposers, Instructions to Proposers, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the RFP package for the above-referenced RFP, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said RFP package. The entire RFP package is submitted, together with this RFP Proposal Form, including Addenda Nos. __, __, __, and __, on file at the Purchasing Office of said District for the prices set opposite the articles listed herein.

Name of Company: _____

Legal Status (i.e., sole proprietorship, partnership, corporation):

Tax I.D. Number (Sole Proprietorship Only): _____

Address: _____

Authorized Representative: _____
Signature

Name (Print or Type)

Title

Date: _____

Telephone: () _____

FAX: () _____

E-mail address: _____

**“NONCOLLUSION DECLARATION” TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH PROPOSAL**

(Public Contract Code Section 7106)

State of California

County of _____] ss.

I, the undersigned, being duly sworn, declare that I am an authorized officer of the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Supplier has not directly or indirectly induced or solicited any other proposer to put in a false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any Supplier or anyone else to put in a false or sham proposal, and has not directly or indirectly induced or solicited any other Supplier to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Supplier or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Supplier has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Supplier or any other Supplier, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Supplier, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract: that all statements contained in the proposal are true; and, further, that the Supplier 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member of agent thereof to effectuate a collusive or sham proposal.

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

I, the undersigned, hereby certify that I have read and understand this **Non-Collusion Declaration** and guarantee complete compliance with all the terms, conditions and stipulations.

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

By _____
(Signature)

(Date)

Name _____
(Type or Print)

(Title)

INSTRUCTIONS AND CONDITIONS TO PROPOSERS:

No RFP proposals shall receive consideration by the Vista Unified School District unless made in accordance with the following instructions:

1. PREPARATION OF RFP'S

Vista Unified School District is seeking RFP's from local farmers/distributors for selected items as specified in the specifications form herein. Upon selection and award the Contract will take place from July 1, 2026 to June 30, 2027.

The Contract(s) will be an agreement between two parties to procure/grow a particular produce item at estimated quantities for a fixed price, paid on 45 (forty-five) days after delivery of product.

For the purpose of this RFP, Vista Unified defines "locally" Farm to School as per the categories below. **ALL Produce under this RFP must be California Grown.** Price and proximity to District are major factors taken into consideration on the evaluation process.

- **Local- Grown within 75 miles of VUSD's Central Kitchen**
- **Regional- Grown/raised in California within 250 miles of San Diego County Line and within California**
- **California- Grown/raised within the State of California**

PRODUCT:

Vista is seeking RFP's and pricing for the items on the specifications sheets listed herein.

All prices and quotations must be submitted in ink or typewritten. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the RFP form. No oral, telegraphic or telephone RFP's or modifications will be accepted.

Both **unit price and extension** (where applicable) for all line items listed must be shown where required on the specification form (estimated usage). In case of error, unit price will govern and extensions will be corrected.

More than one unit price inserted for any one item may result in the rejection of the RFP unless alternate RFP's are specifically requested. **Note:** You are **NOT** required to quote on all items in order to participate in the Farm to School RFP

The RFP price amount shall include all direct and indirect cost incidentals to providing the products or services described herein, such as fuel fees, licensee fee, bond fees, insurance, etc. **Signature on RFP must be in ink to be considered acceptable**

PRODUCT LIABILITY INSURANCE: Vista Unified requires a \$1,000,000.00 policy from all suppliers. If you currently do not have a policy and would like more information on how small farms acquire this type of insurance, we encourage you to contact a local support agency that we work with, the food systems team at Community Health Improvement Partners at 858-609-7978.

Responses must consist of a Hard Copy and Flash Drive of the Specifications (in Excel Format) and Evaluation Criteria Form as well as all RFP documents. The fillable copies of the specifications and evaluation form will be posted: https://vistausd.org/departments/business_services/purchasing

2. REQUEST FOR INFORMATION

Any questions related to the RFP should be directed to Jose Mata-Villa of the Vista Unified School District, Purchasing Department, at the address specified for receipt of RFP proposals.

Request for Information deadline is May 28, 2026 @ 4:00 p.m.

Response to RFI deadline is May 29, 2026 @ 4:00 p.m.

3. EXECUTION OF AGREEMENT

The proposer(s) who is awarded this contract must sign and return 2 copies of the Agreement pages (Pages 22-24).

4. IDENTIFICATION OF PROPOSER

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

5. DEMONSTRATIONS

If the District considers a need, proposers shall be required to arrange demonstrations of items or services proposed. Failure to be able to provide such working demonstration may disqualify the proposer's submittal.

Unless otherwise required by the District, proposers shall be required to provide the requested demonstrations at the district's facility. All demonstrations shall be provided free of charge to the district. Proposers may be required to reimburse the district for travel to demonstrations not held at the district's facility.

6. EQUAL RFP'S

When RFP's are equal, contract shall be awarded by a drawing of lots, in the presence of three witnesses, and performed by the Sr. Buyer at VUSD located at 1234 Arcadia Avenue, Vista, CA 92084.

7. WITHDRAWAL OF RFP PROPOSALS

Any proposer may withdraw his/her RFP personally or by written request at any time prior to the scheduled closing time for the receipt of RFP's, but may not be withdrawn for period of sixty (60) days after the opening of RFP's. A successful proposer shall not be relieved of the RFP submitted without the District's consent or proposer's recourse to Public Contract Code Sections 5100, et seq.

8. AWARD/ OF CONTRACT

The Vista Unified School District reserves the right to accept or to reject any one or more items of an RFP, or to waive any irregularities or informalities in the RFP's or the proposals. RFP's will be evaluated using the point system and the criteria described on page 13. The proposer who meets each criterion item the best will be awarded the most possible points for that specific criterion. If determined that multiple proposers meet the criteria the same, the same number of points might be awarded in some cases. The District will be the sole judge of merit and may award this contract to multiple proposers as PRICE, SERVICE AND QUALITY are important factors and will be considered in making the selection.

Multiple-award: On this RFP, the DISTRICT reserves the right to award by point system, an evaluation team will evaluate all proposals and may choose to recommend primary, secondary and tertiary award for same items based on supplier's ranking results and price. Suppliers must score 70% or higher in the evaluation in order to be considered responsible and responsive. Any proposer which scores under 70% will be disqualified for contract award. More details on the evaluation criteria are found starting on page 13.

9. REJECTION OF RFP'S

The District reserves the right to accept or to reject any and all RFP's, or any portion or combination thereof, or award on the basis of the total RFP. The District, always interested in procuring goods at reasonable and prudent prices, reserves the right to reject RFP's where price submitted is greater than 4X (times) the cost for same or similar item on LA Market Price (High end).

10. AMENDMENTS

The terms and conditions contained in the Notice to Proposers, RFP Proposal Form, Instruction to Proposers, General Conditions, Specifications, and Agreement herein may be amended or modified only with the prior written approval of the District.

Any addenda or bulletins issued during the time prior to request of information deadline shall form a part of the specifications issued to proposers for the preparation of their proposals and shall constitute a part of the contract documents.

11. EVIDENCE OF RESPONSIBILITY

Upon the request of the District, a proposer shall submit promptly to the District satisfactory evidence showing the proposer's financial resources, the proposer's experience in the type of work being required by the District, the proposer's organization available for the performance of the contract and any other required evidence of the Proposer's qualifications to perform the proposed contract. The District may consider such evidence before making its decision to award the proposed contract. Failure to submit evidence of a proposer's responsibility to perform the proposed contract may result in rejection of the RFP.

12. BID SECURITY

None required

13. TAXES

Unless otherwise specified, taxes shall not be included in the RFP prices. The District will compute the state sales and use taxes. Federal excise taxes are not applicable to school district.

14. PROPOSERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, or file, or be interested in submitting more than one bid/proposal unless special bid/proposal conditions indicate otherwise. A person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices of materials to a bidder is not thereby disqualified from itself submitting an RFP or quoting prices to other contractors. **No person, firm, or corporation, who has participated in the preparation of a contract specifications, shall be allowed to submit a proposal. Any proposals submitted bid by such a person, firm or corporation shall be determined to be nonresponsive.**

15. QUANTITIES

The quantities indicated on the Specification Sheets (estimated usage) are the District's best estimate, as determined from previous annual totals and projected usages, and do not obligate the District to purchase the indicated quantities. The actual quantities required may be substantially lower or higher than indicated herein.

16. INTERPRETATION OF RFP DOCUMENTS

If any proposer finds discrepancies in, or omissions from the RFP documents, he/she may submit to Jose Mata-Villa, Senior Buyer of the Vista Unified School District, a written request for clarification at josematavilla@vistausd.org, and the responses thereto will be emailed and posted to the purchasing webpage, [Purchasing - Vista Unified](#). Corrections will be made by addenda issued to each company that has been sent or has picked up an RFP packet. The Vista Unified School District will not be responsible for oral interpretations. Any addenda issued during the time of RFP shall be incorporated into the RFP.

17. AGREEMENT PERIOD

Contract will be valid for one (1) year; and renewable for up to 2 additional 1-year terms upon mutual agreement by both parties after the date contract is awarded. The DISTRICT reserves the right to reject any and all RFP's or to waive irregularities in any RFP. It is anticipated that the agreement awarded under this RFP shall be effective **July 1, 2026 through June 30, 2027**. Ninety (90) days prior to end of term, the District will notify supplier of exercising renewal option.

18. ESCALATION

The successful proposer shall agree to negotiate any price changes it requests and to supply the District with adequate pertinent documentation to support any price change requested. Suppliers should note that no price changes will be effective until the District has accepted the request for the price change with supporting documentation. Until the change has been accepted, the supplier must continue to provide service with the original prices, terms and conditions.

19. DE-ESCALATION

In the event that a supplier with a current contract as a result of a bid wish to REDUCE the price on an item or items, the District reserves the right to accept the price reduction effective with the offer to reduce rather than wait for approval.

20. SUPPLIERS STOCKING POLICY

Supplier agrees to stock all items proposed with the guaranteed to buyer that there will be no stock-outs beyond the supplier's control. The District understands that for this particular RFP the supplier may encounter issues such as loss of crop which fall under beyond supplier's control. Suppliers must contact the District within forty-eight (48) hours of a stock-out beyond their control.

21. COMMENCEMENT OF DELIVERIES

After receiving written notification of award, the successful proposer shall be required to commence with the delivery of all items which they have been awarded immediately after receipt of a District purchase order. In most instances, delivery services will begin after July 1, 2025.

22. ORDER SIZE AND PLACEMENT

There shall be no minimum quantities required in order for the District to place orders for items needed. Orders will be placed by each cafeteria manager and/or Department buyer as per a mutually agreed schedule between the Child Nutrition Services Department and the supplier. Managers must have the right to adjust their orders up to 48 hours prior to their scheduled delivery day.

23. DELIVERIES

Delivery of fresh products shall be coordinated with the District. Deliveries are to be made in vehicles which comply with Hazard Analysis and Critical Control Point regulations. Upon award of contract, suppliers shall keep sufficient stock of product and service material to insure prompt delivery and service schedules.

All prices shall be "F.O.B. Destination". Destination shall be to Vista Unified School District, Central Kitchen which requires daily delivery between 6:00 am and 9:30 am. The minimum order per site will be no less than \$250.

**VUSD CNS Central Kitchen
4680 North Avenue, Oceanside CA 92056**

The District will not pay shipping and handling charges, nor shall the District pay for any fuel surcharges. Additionally, all prices offered by proposers, must include on site off loading and inside delivery.

Delivery Frequency: Twice a week, preferred delivery days are Mondays and Thursdays, but days may vary occasionally according to specific sites' needs.

LATE deliveries WILL NOT be accepted, without prior approval from CNS Director, and it will be the proposer's responsibility to arrange an alternate delivery time by immediately contacting the Nutrition Services Department at (760) 726-2170, extension 92407. Time of delivery is a critical component of the RFP and must be adhered to – NO exceptions.

No dark drops. Deliveries must be signed for and all products must be delivered directly to VUSD Child Nutrition Central Kitchen. No delivery during school holidays and vacations and no delivery on Saturday or Sunday. (Upon award CNS to provide supplier with school vacation and holiday schedules).

24. SUBSTITUTIONS AND SAMPLES

The successful supplier must deliver the brands quoted and accepted by the District and meet the delivery time promised. Failure to supply the brands specified or to deliver within the time promised may result in cancellation of award. If circumstances beyond the supplier's control mandate the need for a substitution, approval must be obtained from the Child Nutrition Services Department prior to delivery. If substitutions are approved, the supplier will be required to provide an equivalent product in quality, pack size and pricing.

When samples are requested, proposers shall submit properly marked samples of each article on which proposal is made. Each sample submitted must be marked in such manner that the marking is fixed so that identification of the sample is assured. Such marking shall state (1) name of supplier, (2) proposal number, (3) item number. Proposal and samples must not be sent in the same package. Samples must be furnished free of expense to the District, samples will not be returned. All articles awarded on the contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the supplier. Because time is of the essence, samples must be received within 3 days of request.

25. NUTRITIONAL INFORMATION

All products are to be prepared and packaged WITHOUT ADDED SULFITES OR PRESERVATIVES – signed certification form guaranteeing this requirement must be included in the awarded vendor's response.

26. METHOD OF PRICING AND COMPLETING PROPOSAL

Alternate proposals will be rejected. Proposals stating "will negotiate" or "to be determined" or similarly vague language will be considered as non-responsive and will be subject to rejection of proposal.

Proposer must indicate brand name (when applicable) and product code number for each item on proposal. A proposal “as specified” will not be accepted. Veracity of prices submitted in this proposal is the sole responsibility of the proposer.

“Best Served On” Information

In the interest of serving the highest quality of produce to students, the District requests that the supplier provide a “Best Served On” date listed on the package for all cut produce purchased. This “Best-Served On” date will assist menu planners in placing produce orders on optimal days of the week to maximize produce freshness. Distributor shall follow appropriate procedures for First in First out (FIFO) stock rotation system.

27. BUY AMERICAN PROVISION

Federal regulations require that to the maximum extent possible, only domestic products should be purchased consistent with the “Buy American” provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Note: **ALL FARM TO SCHOOL PRODUCE MUST BE GROWN IN CALIFORNIA, NO EXCEPTIONS.**

28. INSPECTION OF FACILITIES – EVALUATION

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

Additionally, the District reserves the right to inspect the supplier’s facility during the contract period at any time during normal business hours upon prior notice. Supplier may also be required to show evidence of its ability to furnish standard material from identified manufacturer(s).

NOTE: Should an approved facility be vacated by the supplier, a re-inspection will be required under the same conditions for the new facility.

29. IMPORTANT NOTES:

Contracts are being awarded on a competitive basis based on a point system. All RFP’s submitted by proposers to the District will be graded using the point system (see below for evaluation criteria); therefore, it is not necessarily the case that the proposer with the lowest pricing will be awarded the contract. The Proposal which receives the highest total number of points will be awarded the contract as the primary supplier. The second highest will be awarded the contract as the secondary supplier and so on. In case of a tie, Section 6 “Equal RFP’s” of instructions and conditions to proposers will apply.

30. EVALUATION CRITERIA:

All proposals will be evaluated based on the criteria listed below. All proposals will receive a composite score and be ranked in numerical sequence from high to low. The DISTRICT will utilize the services of appropriate staff to assist in this evaluation. The DISTRICT may also, at its discretion, invite proposers being evaluated to make a verbal presentation or conduct site visits if appropriate. The criteria to be used is below (sample):

Sample Evaluation Criteria Form

Available Points	Criteria	Supplier #1 pts	Supplier #2 pts	Supplier #3 pts
25 (use factor of 2pts, lowest price=highest total pts)	Price	25	23	21
20 (use factor of 2pts, lowest time=highest total pts)	Time from Harvest to Delivery location (in hours)	16	18	20
5	Are you the actual grower?	5	5	0
5	References from the most recent 3 years (as per page 25)	5	5	5
20	Provide exact location where product is harvested (location), distance in miles will be used for this criterion	16	20	16
5	Are you able to provide educational information from actual farms/farmers to be used by District (ie pictures, posters, local newsletters, etc...)?	0	5	5
10	Is product harvested in CA?	10	10	10
10	Is Farm is located within 75 miles	10	10	10
100	Total Points*	87	96	87

*Note: For the purpose of selecting primary, secondary and tertiary suppliers, the District will be using this evaluation criteria form. Points will be awarded for each of the eight criteria points mentioned above. Each criteria has a specific amount of available points. The proposer who matches the specific criteria the best will be awarded all available points corresponding to that criteria. The proposer who matches the criteria second best will be awarded fewer points per the point factor, if applicable, and so on. Each member of the evaluation team will review all submitted proposals and assign all proposers their points for each criteria using the same methodology as described herein. Please note, with regards to price, there will be an additional evaluation to help score the "Price" criteria on the evaluation form. First, all costs for individual items will be compared to each other to determine which supplier is providing the lowest cost. In this process both price and amount of products quoted will be factors to be considered. The

proposal with the best overall pricing will be awarded the maximum points for the price criteria which is 25 points, the second-best overall pricing will get 23 points and so on.

Subsequently all other categories in the evaluation form will be evaluated and graded. Each evaluator will follow this process and submit their completed evaluation forms to Purchasing.

Once the evaluations are received in the Purchasing Department, all evaluations will be combined for the purpose of ranking suppliers from highest to lowest point totals. After ranking suppliers, the supplier with the most points will be classified as primary, secondary, tertiary etc... according to their rank. The selected suppliers/proposers will be notified of all items awarded to them after Board approval.

The District reserves the right to award the contract to multiple responsive and responsible proposers and it is the District's intention to have primary, secondary and tertiary suppliers for as many items as possible.

31. FINAL DETERMINATION AND AWARD

The District reserves the right to contract with any entity responding to this Proposal, to reject any proposal as non-responsive, and not to contract with any supplier for the services described herein or to contract with one or more entities responding to this proposal. The District makes no representation that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The District reserves the right to seek proposals from, or to contract with any supplier not participating in this process. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFP.

The District shall **not be obligated to accept the lowest priced proposal** but will be evaluating proposals with the intent of awarding to one or more suppliers who provide a proposal for product and services that the evaluation team determines meets the needs of the students of the Vista Unified School District and not just the best cost for goods and services provided. The District reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the District. The District may take into account the performance of the supplier with respect to any recent contract(s) with other school districts. The District, however, reserves the right to reject any one or all proposals, to waive any irregularity or informality in the proposals or in the bidding, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the most responsible proposal MEETING ALL THE CRITERIA SPECIFIED IN THE PROPOSAL.

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

The awarding of the services contract is at the sole discretion of the District. If contractual agreement cannot be reached with the apparent successful supplier/proposer, the District may cancel the award and award the contract to the next highest ranked supplier/proposer.

32. FOOD DEFENSE (NOT REQUIRED)

Bidder's distribution facility must be registered with the Food and Drug Administration and meet the requirements outlined in the public Health Security and Bioterrorism Preparedness and Response Act (Public law 107-188, Section 305) For further information visit the FDA's official

site at <http://www.fda.gov/Food/GuidanceRegulation/FoodFacilityRegistration/default.htm>. Failure to register prior to the close of the bid shall result in the bidder's disqualification for contract award.

33. SAFETY AND SANITATION

Child Nutrition Services staff will only receive product that meets all food safety and sanitation requirements, therefore Child Nutrition Services staff may at any time:

- Inspect delivery vehicles for any signs of contamination.
- Check all expiration and best if used by dates (**if applicable**).
- Use thermometers to check temperatures.
- Accept product only at acceptable temperatures.
- Reject unacceptable items
- Request Food safety paperwork
- Conduct random sampling of products

Vista requests for farms to agree to food safety standards. Third party certifications such as Harmonized GAP, Whole Foods, CCOF, etc. are acceptable as well as a food safety plan that is created by the farm and agreed upon by the district. An example of acceptable California Small Farm Food Safety Guidelines is available at https://www.cdffa.ca.gov/is/i_&c/sffsg.html.

34. HEALTH INSPECTION (NOT APPLICABLE)

The supplier must include a copy of the most recent Environmental Health Official Inspection Report of all operating facilities producing product for this bid with the bid package.

35. LIQUIDATION DAMAGES:

The District shall hold the successful proposer liable and responsible for all damages which may be sustained because of their failure to comply with any conditions herein. If the successful proposer fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful proposer.

36. BIDDER CRITERIA FORM

The Proposer Criteria Form must be completed and submitted with the proposal.

37. SUPPLIER QUESTIONNAIRE

The Supplier Questionnaire must be completed and submitted with the proposal.

38. BIDDERS DISCLOSURE INFORMATION

All disclosure, certification and non-collusion forms and affidavits contained in this RFP must be completed and submitted with the RFP.

39. QUESTIONS PERTAINING TO PROPOSAL

Bidders are encouraged to contact the District's Senior Buyer with pertinent questions or clarifications regarding the appropriate method of completing this RFP. Such communication must be done in writing:

Purchasing Department
Vista Unified School District
1234 Arcadia Ave, Vista, CA 92084 – (760) 726-2170, ext. 92642
Email: josematavilla@vistausd.org

GENERAL CONDITIONS:**1. INDEMNIFICATION**

The Contractor shall maintain, or cause to be maintained, such insurances as will protect them and the District from claims under Worker's Compensating Acts, and such public liability insurance as will protect them and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under the contract, whether such operations be by themselves or by a subcontractor or anyone directly or indirectly employed by either of them.

The Contractor agrees to hold harmless, defend and to indemnify the District from every claim or demand which may be made by reason of:

- 1) Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with their work, however caused; and
- 2) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor or any other person, firm or corporation directly, or indirectly employed by them upon or in connection with their work, whether the said injury or damage occurs upon or adjacent to the work; the Contractor at their own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.
- 3) Contractor shall defend, indemnify, protect, and hold harmless Vista Unified School District and its agents, officers and employees from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements.

2. EXCUSE FOR NONPERFORMANCE – FORCE MAJEURE CLAUSE

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

3. FINGERPRINT CLEARANCE (NOT REQUIRED)

Under Education Code Section 45125.1, Contractor and its subcontractors shall ensure that all employees working with the Vista Unified School District obtain fingerprint background clearance through the California Department of Justice screening process: Contractor and its subcontractors will not place any person at a school whom has a conviction of a serious or violent felony as defined in Education Code Section 44830.1(c)(1), or sex offense as defined in Education Code Section 44010 or controlled substance offense as defined by Education Code Section 44011.

4. PRODUCT QUALITY CONTROL

The District reserves the right to discontinue service of all or any portion of any contract resulting from this RFP for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the supplier/proposer in default. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Processor's plant is located or by the applicable federal standards, whichever are higher.

5. PACKAGING

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery, recyclable/reusable packaging is preferred. Damaged cases of packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

6. ASSIGNMENT

The Contractor shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

7. PREVAILING LAW

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

8. ANTI-DISCRIMINATION

It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Contractor agrees to require compliance by any subcontractors employed on the work.

USDA Nondiscrimination Statement

For all other FNS nutrition assistance programs, State or local agencies, and their sub-recipients, must post the following Nondiscrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability,

age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at:

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:

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

9. CERTIFICATION REGARDING SUSPENSION AND DEBARMENT, LOBBYING

Contractors who will perform more than \$100,000 in business with the District during the fiscal year must complete the **Suspension and Debarment Certification, U.S. Department of Agriculture** and **Certification Regarding Lobbying** (and, if applicable, **Disclosure of Lobbying Activities**) forms, included as a part of the bid package (see pages 30-33), prior to the signing of any contract. The District is prohibited from contracting with suppliers that are on the U.S. General Services Administration's Suspension and Debarment List. The Suspension and Debarment Certification is required to document that the supplier or any of its key employees have not been debarred, proposed for debarment, or suspended by a Federal Agency. Additionally, the District is required to obtain information from the Contractor regarding lobbying activities.

If the debarment/suspension occurs during the term of the contract, the District will not exercise its right to renew under the contract conditions.

10. GOVERNING LAW AND VENUE

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

11. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall maintain during the life of the contract, Public Liability and Property Damage Insurance to protect them and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. The minimum amounts of such insurance shall be as follows:

General Liability
Comprehensive Form +
Products/Completed Operations

Bodily Injury and
Property Damage Combined \$1,000,000.00

Auto Liability
Comprehensive Form Owned,
Non-owned, Hired

Bodily Injury and
Property Damage Combined \$1,000,000.00

Failure to take out or maintain the required insurance and furnish acceptable evidence thereof may result in termination of this contract. Contractor will provide certificate of coverage naming District as additional insured.

12. CREDIT MEMOS

The Contractor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the District's Child Nutrition Services Accounting Department.

13. INVOICE AND BILLING PERIOD

The billing period shall begin on the first day of each week (Monday) and shall end on the last day of each week (Friday).

All original invoices shall include the following information:

1. Contractor's name, address, and telephone number
2. Contractor's invoice number and date
3. Designated line for District signature
4. Ship to address
5. Product description
6. Product quantity for each item ordered
7. Unit and extended price for each item on order
8. Total price of order/invoice

The Contractor will be paid in accordance with payment terms herein upon receipt of summary invoices for previous month's billing period. Deliveries for the last day of the billing period must be included on the summary invoice for that billing period. Separate summary invoices shall be rendered for each school, with the school number prefacing the name. For prompt payment, billing must be accurate in all details, and invoices must be submitted to:

Vista Unified School District
Child Nutrition Services Department
4680 North Ave, Oceanside, CA 92056

The summary invoices with the corresponding delivery documents attached must be received in the District Child Nutrition Services Accounting Department within five working days after the weekly billing period in order to facilitate payment.

14. MULTI YEAR EXTENSION

Pursuant to Education Code, Section 39644 and 81644, this contract may be extended for an additional two (2) years. The extension may be granted on a year by year basis provided that the following conditions are being met:

- a. The Director of Child Nutrition Services has deemed the products and services of the supplier satisfactory.
- b. The Supplier shall submit a list of the price increases for the next fiscal year (July 1st to June 30th) by the last business day in March (90 days prior).
- c. The percentage of price increase for products are at or below the consumer price increases for **"All Urban Consumers"** Database Series for the statistical area of **"US City Average"** from the category **"SEFV- Food Away From Home"** as listed on the Bureau of Labor Statistics (BLS) web site (<http://www.bls.gov/data/>). The Supplier may use the preceding twelve (12) months, March to February, or the preceding twelve (12) months April to March, depending on the most recent months listed on the web site two weeks prior to submittal of price increases. Supplier may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the Director of Child Nutrition Services.

The following documents must be resubmitted with each request for contract extension.

- d. Documents of Insurance Coverage, (General Conditions, Item #11)
- e. Current Health Inspection Report (NOT APPLICABLE)
- f. Disclosure of Lobbying Form
- g. Certification Regarding Lobbying Form
- h. Iran Contracting Act

AGREEMENT

THIS AGREEMENT, made and entered into this day ____ of ____, 2026, by and between the Vista Unified School District, San Diego County, California, hereinafter called the District, and hereinafter called the Contractor for the _____

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

1. THE CONTRACT DOCUMENTS: The complete contract consists of the following documents: The Notice to Proposers, the Information to Proposers, the Accepted Bid, the General Specifications, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. SERVICES, MATERIALS AND SUPPLIES: The contractor agrees to furnish the service or services, the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. Member districts shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective district. It is understood by the Contractor that all items or service will be promptly delivered to the District.

3. PAYMENTS. The contractor shall submit an itemized invoice in duplicate of materials and services at the delivery point and at the time the delivery is made. District shall pay contractor the full amount of each invoice within forty-five (45) days of receipt. Contractor shall furnish District with a recap of items upon request.

4. TERMINATION FOR DEFAULT: If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

5. TERMINATION OF AGREEMENT WITHOUT CAUSE DISTRICT may terminate this Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactory rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the DISTRICT

6. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION

THEREOF: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

7. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

8. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and Bond (if required). The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

9. SAVE HARMLESS CLAUSE: The Contractor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this contract.

10. THE DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District.

11. REMOVAL OF REJECTED ITEMS: All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

12. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the nonperformance is not due in part to the fault or neglect of the party not performing.

13. ASSIGNMENT OF CONTRACT: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

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

15. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, and OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District or its member districts.

16. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Specifications. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor. The contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

17. CONDITIONAL BID: The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

CONTRACTOR:

By _____

Title: _____

Date: _____

(Corporate Seal)

DISTRICT:

Vista Unified School District

By Dr. Shawn T. Loescher

Title: Assistant Superintendent (Interim)

Date: _____

Governing Board Date _____

PROPOSER CRITERIA FORM

The Vista Unified School District requires that the successful bidder meet the following minimum requirements:

- In business for minimum of 3 years
- Must maintain a warehouse/distribution center/farm within state of California for deliveries to the District
- Have three current references, school districts preferred but not mandatory.

Please provide three current school district or company references:

A. School District or Company _____

Address: _____

Contact Person: _____

Telephone Number: _____

Number of Deliveries per year: _____

B. School District or Company: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Number of Deliveries per year: _____

C. School District or Company: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Number of Deliveries per year: _____

Name of Preparer:

Title:

Signature of Preparer

Date

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

SUPPLIER QUESTIONNAIRE

Please complete this qualifying criteria questionnaire and submit with your proposal (may attach additional sheets if necessary)

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

2. Do you have an order minimum for free delivery?

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

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

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

7. Has your firm been replaced at the will of the district(s) during the last 18 months for a lack of execution? If so, please explain.

Vista Unified School District

**CERTIFICATIONS TO BE
SUBMITTED WITH
AGREEMENT**

EQUAL OPPORTUNITY EMPLOYMENT ACT OF 1975

The Vista Unified School District policy is in firm support of the provisions of the Equal Opportunity Act of 1975. We, therefore, must be assured by the successful contractor in this quotation that he is an equal opportunity employer according to the provision of the act. We, therefore, require the following certification by each successful bidder as a part of the contract documents:

CERTIFICATE

I/We hereby certify that the _____

_____(Company)

is an equal opportunity employer as defined in the Equal Opportunity Act of 1975.

Upon request by the Superintendent or the Superintendent's Designee of the Vista Unified School District, we will show proof that our employment practices do meet in every respect the requirements of the Equal Opportunity Act of 1975.

**California Department of Education
PRU 12**

**Procurement Resources Unit
March 2019**

Attachment I: Certification Regarding Lobbying

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

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

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

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIEDBY:
(type or print)

TITLE: _____

(SIGNATURE)

(DATE)

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

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

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

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

**California Department of Education
PRU 11**

**Nutrition Services Division
April 2019**

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

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

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

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

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

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

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

Participant or Respondent Company Name Award Number, Contract Number, or Project Name

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

Signature(s)

Date

**IRAN CONTRACTING ACT
CERTIFICATION OF ELIGILITY TO BID 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 bid 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 bid 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 supplier or financial institution name and Federal ID

Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the supplier/financial institution identified below, and the supplier/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/ supplier, for 45 days or more, if that other person/ supplier 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>Supplier 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 supplier/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

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

<i>Supplier 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>

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

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

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

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

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

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

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

DATE: _____

CONTRACTOR

By: _____
Signature

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

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

DATE: _____

CONTRACTOR

By: _____
Signature

Contractor's Certificate Regarding Worker's Compensation

(To be Executed by Supplier and Submitted with Bid)

Labor Code section 3700 in relevant part provides:

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

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

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

Signature of Authorized Representative

Type Name of Above

Title of Authorized Representative

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

**Vista Child Nutrition Service initial Products & Estimated
Usage/Price list**
**PLEASE USE LINKS BELOW TO CONVERT PACK SIZE TO
LBS**

[http://www.wafarmtoschool.org/Content/Documents/7-2_WA-grown Fruit Pack Size Table.pdf](http://www.wafarmtoschool.org/Content/Documents/7-2_WA-grown_Fruit_Pack_Size_Table.pdf)

<http://www.wafarmtoschool.org/Content/assets/F2SProducePackSizeChart.pdf>

Item	ITEMS DESCRIPTION	PACK SIZE	ESTIMATED USAGE	Unit Cost	Total Extended Cost
1	ALMONDS	LBS	100		
2	APPLES, FUJI	LBS	60,000		
3	APPLES, GALA	LBS	60,000		
4	APPLES, SEASONAL	LBS	60,000		
5	APPLES, PINK LADY	LBS	60,000		
6	APPLES, ORGANIC VARIETY	LBS	60,000		
7	APRICOTS, SEASONAL	LBS	1,000		
8	AVOCADOS	LBS	10,000		
9	BASIL	LBS	900		
10	BEAN, BLUELAKE	LBS	90		
11	BEAN, CLEAN	LBS	90		
12	BEAN, ROMANO, TRIM/CLEAN	LBS	10		
13	BEETS, BABY GOLD	LBS	90		
14	BEETS, BABY RED	LBS	90		
15	BEETS, SEASONAL	LBS	90		

16	BEETS, ORGANIC	LBS	90		
17	BELL PEPPERS, BABY	LBS	450		
18	BELL PEPPERS (GREEN)	LBS	500		
19	BELL PEPPERS (RED)	LBS	500		
20	BELL PEPPERS, VARIETY	LBS	1,350		
21	BLACKBERRIES	LBS	900		
22	BLUEBERRIES	LBS	450		
23	BOK CHOY	LBS	900		
24	BROCCOLI, BABY, ORGANIC	LBS	1,350		
25	BROCCOLI, VARIETY	LBS	6,750		
26	BROCCOLI, ORGANIC VARIETY	LBS	1,800		
27	CANTALOUPE	EA	450		
28	CABBAGE, GREEN, ORGANIC	LBS	495		
29	CABBAGE, RED, ORGANIC	LBS	495		
30	CARROTS	LBS	4,500		
31	CARROTS, BABY ORGANIC	LBS	900		
32	CARROTS, BABY BUNCH W/TOPS	LBS	450		
33	CARROTS, BABY MIX W/TOPS	LBS	450		
34	CARROTS, BABY ROUND	LBS	450		
35	CARROTS, RAINBOW	LBS	450		
36	CARROTS, RAINBOW, ORGANIC	LBS	450		
37	CAULIFLOWER, MIXED	LBS	450		
38	CELERY	LBS	900		

39	CHERRIES, VARIETY	LBS	900		
40	CILANTRO	LBS	900		
41	CORN, SHUCKED, WHITE WHOLE	EA	450		
42	CORN, SHUCKED, YELLOW WHOLE	EA	450		
43	CUCUMBERS, MID-SIZE	EA	13,500		
44	CUCUMBERS, ORGANIC MID-SIZE	EA	9,000		
45	CUCUMBERS, PERSIAN	EA	4,500		
46	CUCUMBERS, MID-SIZE VARIETY	EA	4,500		
47	GRAPES, VARIETY	LBS	4,500		
48	GRAPEFRUIT, VARIETY	LBS	900		
49	GRAPEFRUIT, ORGANIC	LBS	900		
50	GREEN BEANS	LBS	450		
51	GUAVAS	LBS	450		
52	HONEYDEW	EA	90		
53	JALAPENO	LBS	900		
54	JICAMA	LBS	900		
55	KALE	LBS	90		
56	KIWI	LBS	4,500		
57	KUMQUATS	LBS	900		
58	LEAFY GREENS, VARIETY	LBS	4,500		
59	LEMONS, VARIETY	LBS	450		
60	LETTUCE(VARIOUS SIZES)	LBS	900		
61	LETTUCE, ORGANIC (VARIOUS SIZES)	LBS	1,800		

62	LETTUCE, W/ROOTS	LBS	900		
63	LETTUCE, BABY GREENS	LBS	900		
64	LIMES	EA	1,800		
65	LOQUATS	LBS	900		
66	MANDARINS	LBS	4,500		
67	MANDARINS, VARIETY	LBS	900		
68	MANDARINS, SATSUMA	LBS	450		
69	MELONS, DOLL, YELLOW, ORGANIC	EA	270		
70	MINNEOLAS, TANGELO	LBS	450		
71	MUSHROOM, VARIETY	LBS	900		
72	NECTARINES	LBS	7,200		
73	NECTARINES, WHITE	LBS	2,250		
74	ONIONS, GREEN	bunches	540		
75	ONIONS, YELLOW, MEDIUM	LBS	90		
76	ORANGES, ORGANIC VARIETY	LBS	9,000		
77	ORANGES, BLOOD	LBS	450		
78	ORANGES, CARA CARA	LBS	450		
79	ORANGES, NAVEL	LBS	9,000		
80	ORANGES, VALENCIA	LBS	4,500		
81	PEACHES, VARIETY	LBS	900		
82	PEARS, ASIAN	LBS	900		
83	PEARS, VARIETY	LBS	1,800		
84	PEARS, BOSCH	LBS	2,700		

85	PEARS, BARTLETT	LBS	2,700		
86	PEAS, BABY	LBS	900		
87	PEAS, SUGAR SNAP	LBS	900		
88	PEPPERS, ITALIAN	LBS	90		
89	PERSIMMONS, FUYU	LBS	1,800		
90	PLUMS, VARIETY	LBS	4,500		
91	PLUMS, BLACK	LBS	900		
92	PLUMS, PLUMO GRANATE, AMENITY	LBS	90		
93	PLUOT	LBS	900		
94	POMEGRANATE	LBS	90		
95	POTATOES, BABY	LBS	900		
96	POTATOES, VARIETY	LBS	900		
97	PUMPKIN	EA	90		
98	RADISH, VARIETY	LBS	90		
99	RADISH, WATERMELON, ORGANIC	LBS	225		
100	RAISINS	LBS	900		
101	ROMAINE, GREEN	LBS	13,500		
102	ROMAINE, ORGANIC GREEN	LBS	4,500		
103	ROMAINE, RED	LBS	9,000		
104	ROMANESCO BROCCOLI	LBS	200		
105	RASPBERRIES	LBS	450		
106	SPINACH, BABY	LBS	900		
107	STRAWBERRIES	LBS	4,500		

108	STRAWBERRIES, ORGANIC	LBS	1,800		
109	TANGERINES, VARIETY	LBS	900		
110	TOMATOES, CHERRY, (VARIETY)	PINT	2,250		
111	TOMATOES, ROMA	LBS	5,400		
112	TOMATOES, ORGANIC	LBS	900		
113	WATERMELON, SEEDLESS	LBS	16,200		
114	ZUCCHINI	LBS	450		

Evaluation Criteria Form

Available Points	Criteria	Response/Notes
25 (use factor of 2pts, lowest price=highest total pts)	Price	
20 (use factor of 2pts, lowest time=highest total pts)	Time from Harvest to Delivery location (in hours)	
5	Is product sticker free?	
5	References from the most recent 3 years (as per page 25)	
20	Provide exact location where product is harvested (location), distance in miles will be used for this criterion	
5	Are you able to provide educational information from actual farms/farmers to be used by District (ie pictures, posters, local newsletters, etc...)?	
10	Is product harvested in CA?	
10	Is Farm is located within 50 miles	
100	Total Points*	