

**REQUEST FOR PROPOSAL
FOR
Dairy Products**

RFP#26-103

2026-2027 SCHOOL YEAR

FOR

Victor Elementary School District

DATE	EVENT
May 26, 2026	Issue Request for Proposal
June 9, 2026 @ 12:00 PM	Deadline for Submitting Questions
June 11, 2026 @ 12:00 PM	SFA Response to Questions Due
June 18, 2026 @ 9:00 AM	Submissions Due
June 22-23, 2026	Review Submissions
June 29, 2026	Winning Vendor Notified of Award
July 29, 2026	Executed Contract to Board for Approval

Deliver to: Victor Elementary School District
Purchasing Department % Ashley Pele
12219 Second Ave
Victorville, CA 92395
760-245-1691
apele@vesd.net

Contact with Questions: Victor Elementary School District
Ashley Pele
12219 Second Ave
Victorville, CA 92395
apele@vesd.net

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Copy of Hazard Analysis Critical Control Point Plan	Send Proof w/ Bid

USDA Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: [https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form 0508-0002-508-11-28-17Fax2Mail.pdf](https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form%200508-0002-508-11-28-17Fax2Mail.pdf), from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or
2. fax: (833) 256-1665 or (202) 690-7442; or
3. email: program.intake@usda.gov

This institution is an equal opportunity provider.

Businesses owned and operated by minorities or women are encouraged to submit. Vendors/contractors to whom a contract is awarded shall not discriminate on the basis of race, ethnicity, national origin, gender, sexual orientation, age, religion or disability

1. **NOTICE TO BIDDERS.** Victor Elementary School District is requesting the submission of statements of qualifications from persons, qualified firms, partnerships corporations, associations, or professional organizations (“Bidder”) for the provision and delivery of dairy products to the District, as further described herein.
2. **BACKGROUND.** Victor Elementary School District oversees a self-operated Food Services Department, responsible for managing a budget of \$10 million. The District caters to TK-6 education, supporting a student population of around 12,000. Our department serves approximately 2 million meals across eighteen school sites. The District’s key objective is to get the best overall value for our students, considering quality, cost, service, community involvement, sustainability and other relevant values, for the products and services we intend to acquire.
3. **VALUES-ALIGNED PROCUREMENT.** The District is committed to sourcing local products and preparing meals from scratch to ensure that we provide our students with the highest quality and most nutritious options. To achieve these objectives we have partnered with the Chef Ann Foundation Healthy School Food Pathway and Farm to School Central Coast. As such we expect our procurements, to the extent practical and in compliance with federal and state procurement regulations, to advance a set of values that goes beyond just the lowest priced food item but provides our students with foods that support environmental sustainability, promotes worker well-being, advances climate reliance, reduces food waste, and/or supports animal welfare. Examples of those items are locally grown, organic, regenerative certified and/or animal welfare certified. We are willing to buy said foods via special order, in advance or in bulk to secure quantities. If this bidder cannot provide said products we will buy them from other vendors. During the effective period of the contract, it is hereby agreed and understood that the District reserves the right to buy food items off contract. The District also reserves the right to add new items to the contract throughout the lifetime of the contract.
 - 3.1. **LOCALLY GROWN, RAISED OR CAUGHT.** This district follows the CDFA Office of Farm to Fork definition of locally grown, locally raised and/or locally caught which is: California-grown or produced products.
4. **MENU NEEDS.** The District Food & Nutrition Services operates multiple meal programs including National School Lunch Program (NSLP), The School Breakfast Program (SBP). The District uses a variety of Meat products in each program. A scratch cooked meal is served daily at lunch to all students. During lunch, eighteen school cafeterias provide an “all you can eat” salad bar, containing fruits, vegetables, and composed salads, that students visit to choose their fruit and vegetable meal components. Students are allowed to return for more salad

bar foods at no extra charge. Salad Bars also contain whole food items like various proteins, canned foods and fruits, crackers, mixed salads, pasta salads and more. Suppers are served to students in afterschool enrichment programs daily as are afterschool snacks. The District Food Services Department operates a summer school program for 1,500 students for 3 weeks once the school district adjourns for the school year from late-June to early-August.

- 5. ESTIMATED QUANTITIES & FOOD SPEND.** The items listed in the pricing worksheet will be given pricing based on best guesses as to quantities to be purchased. The District makes no guarantee or commitment of any kind concerning quantities to be purchased. Estimated quantities for each food item for SY 2026-2027 can be found in the pricing worksheet.

In SY 2025-2026 School District Food Services spent about \$5,000,000 on all foods, from various vendors.

In SY 2024-2025 School District Food Services spent about \$720,000 on fluid milk.

In SY 2026-2027 Victor Elementary School District Food Service expects to spend about \$720,000 on fluid milk.

SCOPE OF SERVICES & GENERAL CONDITIONS

- 6. PERIOD OF PERFORMANCE.** The District intends to award a 1-year contract to the Bidder that can provide the best pricing while meeting our values with an option to renew the contract for four (4) additional one-year periods, for a total of five (5) years. Each year, The District and awarded vendor will need to approve the renewal documentation to continue the contract. Expected contract to be July 1, 2026 - June 30, 2027.
- 7. PRICING.** Milk prices can escalate or de-escalate in accordance with changes in Class I, II and III price levels regulated by the California Department of Food and Agriculture, Milk Stabilization Branch.

Vendor agrees to secure monthly priced items and to provide written documentation to demonstrate any price fluctuations. Any changes (up or down) in price must be announced to school district officials 30 days preceding the effective price change. Any changes in prices must be documented by the California Bureau of Milk Market Enforcement announcement and be accompanied by conversion calculations showing the manner of arriving at the amount of change. In the event of a price change effective between the opening date of this price request and the inception date of the contract, the successful

vendor shall reflect any decrease and may reflect any increase at the beginning of the contract.

The prices offered shall not exceed those offered to large school districts adjacent to the boundaries of the School District.

- 8. PRODUCT ORIGIN & TRANSPARENCY.** The District requires clear identification of the origin of products on ordering guides, weekly offering lists and/or invoices. This includes Mandatory identification of Country of Origin; Mandatory identification of California products; Prefer the identification of Farm/Farmer and farm location on order guides not only invoices.
- 9. CUSTOMER SUPPORT.** Vendors shall provide timely and accurate technical advice and sales support.
- 10. RESPONSIBLE VENDOR.** A Bidder with adequate financial resources (or the ability to obtain such resources), can comply with delivery requirements, and is qualified and established firm regularly engaged in the type of business that provides the products and/or service herein, and have an adequate number of trained personnel to ensure quality and performance and completion of contract with the specific time periods and specifications.
- 11. RESPONSIVE VENDOR.** A Bidder shall be deemed responsive if they comply with all material and administrative aspects of this procurement solicitation including the ability to provision the majority (90%) of products (line items) ***as specified*** in this solicitation.
- 12. DELIVERY REQUIREMENTS.** The Vendor must be able to deliver to all 18 specified delivery sites. Delivery to the school sites will begin on or about August 10, 2026 or as determined by District needs. Deliveries to the 18 school sites will continue through the school year on a daily basis until on or about June 30, 2027. Pending the final summer school schedule, delivery to 16 location(s) for summer school will continue through or about June 30, 2027. Deliveries will be scheduled for twice a week but special occasions may require more deliveries. Advance notice will be given to the winning Vendors should this be necessary.

12.1. LOCATION OF DELIVERIES.

DELIVERY SITE NAME	ADDRESS	CITY, ST, ZIP
Brentwood	13962 Hook Boulevard	Victorville, CA 92392
Challenger	14777 Hopland	Victorville, CA 92392
Del Rey	15332 Del Rey Drive	Victorville, CA 92395
Discovery	13247 Amethyst Road	Victorville, CA 92392

Endeavour	12403 Ridgecrest Rd.	Victorville, CA 92395
Galileo	15999 Warwick Street	Victorville, CA 92395
Green Tree	17246 Gibraltar Drive	Victorville, CA 92395
Irwin	14907 So. Mojave Drive	Victorville, CA 92395
Liberty	12900 Amethyst Road	Victorville, CA 92392
Lomitas	12571 First Avenue	Victorville, CA 92395
Mojave Vista	16100 Burwood Avenue	Victorville, CA 92395
Montessori	17000 Silica Drive	Victorville, CA 92395
Park View	13427 Cahuenga Road	Victorville, CA 92392
Puesta Del Sol	15887 Academy Street	Victorville, CA 92392
RB21	15456 El Evado Road	Victorville, CA 92392
SSP	15476 Sixth Street	Victorville, CA 92395
Village	14711 Mojave Drive	Victorville, CA 92392
West Palms	14375 Del Gado Road	Victorville, CA 92392
NS Warehouse	15115 Nisqualli Road	Victorville, CA 92395

12.2. HOURS OF DELIVERIES. The Vendor shall deliver items in conjunction with this document to the 18 delivery sites daily between 4:30 AM and 12:00 PM. More specific delivery schedules can be mutually established after the award of the contract. Delivery schedules may change a few times a year when the District is closed due to breaks, holidays or other closings for professional development. Please review the school calendar for holidays and other dates the District may be closed. The Vendor will inform the District of any delivery delays due to late deliveries, inclement weather, poor road conditions, truck problems, etc., by calling and/or emailing Amanda Peck, apecck@vesd.net directly as soon as the delay occurs.

13. DELIVERY CONDITIONS. All deliveries shall be made in accordance with good commercial practice in clean trucks and containers and shall be adhered to by the successful Bidder. Refrigerated products shall be delivered at 41 degrees Fahrenheit or less, and products requiring slightly warmer temperatures shall be loaded onto the warmest part of the truck. Product(s) exceeding allowable temperatures or displaying evidence of temperature shock or signs of freezing will be rejected and replacement expected. The Vendor shall deliver products in containers that are completely clean.

14. FLUID MILK PACKAGING. Easy to open, leak proof containers, gable or flat top type. Each container to be code dated or dated at time of packaging. Code date not to be less than eight (8) days from the date of delivery. Cases and cartons must be clean and free of unpleasant odors. Packaging according to good commercial practices.

- 15. INVOICE UPON DELIVERY.** The Vendor shall enclose a complete invoice with any items to be delivered in conjunction with this document. The invoice shall either be delivered directly to the authorized District representative for signature, or attached to the shipping cartons/containers such that the authorized representative can find it easily and check orders prior to the Vendor driver leaving the premises.
- 15.1. INVOICE DETAILS.** The invoice shall include, at a minimum, the following information: customer site name; date of order; date of delivery; a complete listing of items being delivered with product item number, units, price per unit, and extended price; product origination, including mandatory country of origin, mandatory identification of California products, and mandatory identification of state of origin of other products. The District receiving representative has the authority to reject shipments that do not conform to this requirement.
- 16. PAYMENTS.** The District shall pay the Vendor the full amount of each invoice within 30 days of receipt. Notwithstanding the foregoing, in the event that the District in good faith disputes any fees or costs set forth in the Vendor's invoice, the District shall, on or before the applicable due date, timely pay the undisputed amount, notify the Vendor in writing of the dispute and provide the Vendor with reasonable detail of the nature of, reason of, and the amount of dispute. Vendor shall review and the dispute shall be informally resolved within 30-90 days depending on the dispute.
- 17. DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR.** The District expects that all products will be inspected for quality assurance, and that any product that does not appear to be of the highest quality be pulled and replaced before shipping out to sites. The successful Bidder shall promptly correct all deficiencies, defects and/or damages in products delivered to the District within a maximum of 3 calendar days after such deficiencies, defects and/or damages are reported, verbally or via email, to the Vendor by the District. The Vendor shall be responsible for filing, processing, and collecting all damage claims against the shipper when applicable.
- 18. CREDIT AND REFUSAL OF PRODUCT.** The District reserves the right to refuse goods at time of delivery if quality is deemed unacceptable based on the judgment of receiving staff. Refused products at time of delivery will be credited on the invoice and signed for by the driver and staff person receiving goods. Damaged or substandard product discovered after the time of delivery will be reported to the Vendor within 24 hours for credit and immediate product pickup and replacement if needed.

- 19. CONTAINER LABELING REQUIREMENTS.** All containers must be printed with product identification and expiration date. Perishable refrigerated products shall have at least ten (10) days of remaining shelf life at the time of delivery. If expiration dates are coded, the translation/interpretation code shall be provided to the District at the time of submission.
- 20. ORDER SYSTEMS & DEADLINES.** Online ordering will be available for each individual school site. A mutually beneficial ordering schedule will be set up between the Bidder and District upon signing the winning contract.
- 21. COMMUNICATION ON SHORTS.** The Vendor must be capable of emailing or calling the District to alert them of any product shorts prior to the day's delivery.
- 22. RECALLS.** Vendors shall take immediate action to correct any situation when product integrity is violated. In the event of a mandatory or voluntary recall, Vendor shall remove or authorize disposal of all recalled products from the District immediately, and shall replace the product with new product at no cost to the District as soon as possible. If replacement is not available or possible, credits shall be issued for all recalled products. Integrity is up to the discretion of the purchaser. A product recall may be enacted at any time within three (3) calendar months of receipt. Vendors must have a traceability system in place in case of a foodborne illness outbreak or recall. The District must work with a Vendor that has the ability to trace products. Please provide proof of the traceability system and capabilities as related to recalls
- 23. SUBSTITUTIONS.** The Vendor shall not deliver any substitute item as a replacement for an awarded item without direct, explicit approval from the District prior to such delivery. Substitutions for ordered products must be communicated to the District prior to delivery and approved by the District.
- 24. SAMPLES.** The District reserves the right to request samples, at no cost to the District, for any or all items. After the sample has been tested and approved, no variance from samples submitted nor substitutions from brands approved may be made without the written approval of the Food & Nutrition Services Director of the District.
- 25. ADDITION OF NEW GOODS & SERVICES.** The District may add new items to this contract and as such may request special pricing for new goods and/or services throughout the term of this contract. Pricing is subject to terms and conditions outlined in this document and shall be equivalent to the percentage discount or proposed prices of similar goods and/or service offered to a district of like size in the region.

- 26. VELOCITY REPORTS & MONTHLY STATEMENTS BY SITE.** The chosen Vendor must have systems to produce digital monthly and year-end velocity reports in Excel spreadsheets (not PDFs or scans). Detailed reports by site and consolidated reports by district are required. Statements reflecting details of purchased goods, credits, and returns or damaged goods by school are expected, including items, quantities, and pricing. Monthly statements shall be emailed to the Name by the first day of the following month. Please send by Email. The chosen Vendor must email monthly statements to any Third-party authorized by the Nutrition Services Department, including, but not limited to, consultants and non-profit organizations partnering with the District. These statements will be used for procurement planning, reporting compliance, and improving programming. The statements must include pricing if requested and must be sent within a week of the request. Additionally, if the Vendor provides the District with access to an online velocity report or purchasing history system they must provide equal access to these systems for any Third-party authorized by the Food and Nutrition Services Department.
- 27. HAZARD ANALYSIS CRITICAL CONTROL POINT (HACCP) PROGRAM.** Bidders must provide documentation of their HACCP program. This shall be submitted as part of the Bidders proposal. Post award any changes to the Vendor's HACCP plan shall be communicated to the District upon implementation of changes. The successful Bidder(s) shall ensure all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the state and/or Federal Government, whichever is higher.
- 28. CA ASSEMBLY BILL 778:** On September 27, 2022, Senate Bill 490—The Buy American Food Act: public institutions: purchase of nondomestic agricultural food products and Assembly Bill 778—Institutional purchasers: purchase of California-grown agricultural food products, were signed by Governor Newsom. Assembly Bill 778 requires SFA to accept a bid or price for an agricultural food product when it is grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when **both** of the following are met:
1. The bid or price of the California-grown agricultural food product does not exceed the lowest bid or price for a domestic agricultural food product produced outside the state.
 2. The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state.
- Vendors/distributors must document and inform the SFA of exceptions to the assembly bill requirement *prior* to delivery of the non-CA commodity or product.

Exceptions must be provided in writing and approved by the Food & Nutrition Services Director prior to delivery.

29. BUY AMERICAN PROVISION. (7 *CFR*, sections 210.21[d] and 220.16[d]; U.S. Department of Agriculture Policy Memorandum SP 38-2017)

Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Domestic commodities or products are defined as agricultural commodities (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed products (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains an M/MA and grain component) that are processed in the United States using substantial agricultural commodities that are produced in the United States. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

Exceptions to the Buy American Provision will be used as a last resort and are only allowable for one of the two exceptions listed below and outlined in further detail in the USDA Policy Memorandum SP 38-2017: Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

- The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, such as bananas or pineapples.
- Competitive bids reveal the costs of a United States product are 25% higher than the nondomestic product.

Vendors/distributors must document and inform the SFA of exceptions to the Buy American Provision requirement *prior* to delivery of the nondomestic commodity or product. Exceptions must be provided in writing and approved by the Child Nutrition Director prior to delivery.

The documented exception shall include the following:

- A description of the nondomestic item.
- Alternative domestic commodities or products (if applicable).

- A synopsis of what was done by the vendor to determine cost and availability of the item.
- Documentation outlining the price of both domestic and nondomestic commodities or products or lack of availability to justify the exception.
- The dates that the:
 - Vendor informed the SFA of the nondomestic commodity or product substitution,
 - Child Nutrition Director agreed to accept this food item in advance of delivery, and
 - Commodity or product was received by the SFA.

Starting in SY 2025-26, the USDA placed a cap on the percentage of SFA food dollars that can be spent on non-domestic foods. As part of this purchasing relationship, the vendor/distributor is required to provide documentation on the total food dollars spent on non-domestic foods during the contract period, itemized by product name or item code. The documentation must be sufficient so that the SFA can complete the USDA Buy American Exceptions Tracker documenting the total dollars spent on non-domestic foods in a year, by item. The vendor/distributor must work with the SFA to provide documentation that aligns with the SFA needs under this regulation.

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

Per California Food and Agriculture Code (FAC), Section 58595(c), our SFA must purchase agricultural food products grown in California before foods grown outside the state when both of the following are met:

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

30. FORCE MAJEURE. The term Force Majeure as employed herein, shall mean an act of God, global pandemic (including, without limitation, Covid-19), strike,

lockout or other industrial disturbances, network failures, supply chain disruptions, energy crisis, fires, act of public enemy, earthquake, acts of war or other catastrophes. The parties to this Agreement are required to use due caution and preventative measures to protect against the effect of Force Majeure and the burden of proving that a Force Majeure (FM) has occurred shall be on the injured party seeking relief under this provision. The party seeking relief due to Force Majeure (FM) is required to promptly notify the other party in writing, citing the details of the FM event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a FM event have been removed, provided the Agreement has not been terminated.

- 31. CORRECTION OF ERRORS.** Vendor shall perform, at its own cost and expense and without reimbursement from the District any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein or the Contract Documents.
- 32. PERMITS, LICENSES AND REGISTRATION.** Vendor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Vendor's sole cost and expense, all licenses, registration and permits as are legally required, in connection with the furnishing of the Work, Services, Scope of Work, materials, or supplies listed herein.
- 33. VENDOR'S 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
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Workers Compensation	Statutory Limits

33.1. 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.)

33.2. WORKERS' COMPENSATION. In accordance with provisions of section 3700 of the California 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.

33.3. 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. **A Certificate of Insurance (COI) must be provided with the bid packet.** Certificates and insurance policies shall include the following:

33.3.1. 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 the date of mailing notice."

33.3.2. 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.

33.3.3. 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.

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

34. 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.

- 35. 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.
- 36. COMPLIANCE WITH LAWS.** Vendors 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. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on providing meat product as indicated or specified. If Vendor performs any work 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.
- 37. HOLD HARMLESS CLAUSE.** The successful bidder agrees to indemnify, defend and save harmless School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.
- 38. ANTI-DISCRIMINATION.** 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, 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. In addition, the Vendor agrees to require compliance by all of its subcontractor(s).
- 39. PROTEST PROCEDURES.** The SFA accepts a prospective bidder's protest to a bid award if the protesting party believes the award is not in compliance with the law, does not follow bid procedures, or does not meet bid specifications. A protest must be filed with the SFA designated point of contact for this bid. Such protests must be made in writing and received by the SFA within five working days of the bid award date and shall include all documents supporting or justifying the protest. The protesting party must mail or deliver copies of the protest to the SFA. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of their right to protest the award of the

contract. Delivery of documents may be made to Danica Hunt 602 Orchard Street, Arroyo Grande, CA 93420.

40. DEFAULT AND BREACH OF CONTRACT PROVISIONS. If the Vendor fails to perform the terms of any contract awarded under this solicitation, the following actions may be taken:

3. The SFA will provide written notice to the Vendor outlining how future compliance is expected.
4. Continued nonperformance may result in termination of the awarded contract.
5. The Vendor may be prohibited from bidding on future contracts with the SFA.
6. The SFA shall make no payment to the Vendor for food that, in the SFA's determination, is spoiled or unwholesome at the time of delivery, does not meet food component specifications required for the meal pattern, or otherwise fails to meet contract requirements.

In addition to these remedies, the SFA reserves all rights and legal remedies available under applicable federal and California state laws. Any claims, disputes, or breaches arising from this contract may be resolved in a court of competent jurisdiction within the State of California.

41. TERMINATION FOR CAUSE. Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given: a. at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and b. an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination. If the winning Vendor did not fulfill the needs of the District as laid out in this solicitation the District reserves the right to terminate the contract.

42. TERMINATION FOR CONVENIENCE. The contract can also be terminated by either party without cause prior to the expiration of the term, without cause and without penalty, upon thirty (30) days written notice to the selected Vendor, so long as the service level is maintained until a new Vendor can be found.

INSTRUCTION TO BIDDERS

- 43. CONTRACT PRICING STRUCTURE.** This contract will be awarded based on **bottom line**. All prices shall be quoted FOB destination. The award will go to the vendor(s) with the bid that represents the lowest overall/total cost to the District.

Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

- 44. PREPARATION OF DOCUMENTS.** All documents must be submitted to the district office via hand carry or mail delivery. It is the bidders responsibility to ensure the documents arrive on time. Respondents must respond to ALL items provided in this document. Final submissions must be received at the District by **June 18, 2026 at 9:00 am**. No late submissions will be accepted. Submissions must have a subject title that reads: SUBMISSION OF RFP#26-103. Submissions must be signed by an agent authorized to enter into an agreement.

- 45. SUBMISSION OF QUESTIONS.** Questions related to this solicitation must be directed to Ashley Pele, apele@vesd.net. Replies to questions will be emailed back to respondents and all questions and answers will be posted at vesd.net/purchasing. Questions must be submitted by June 9, 2026.

- 46. WITHDRAWAL OF SUBMISSIONS.** A submission may be withdrawn with written notice from the agent who signed the original document. Once submitted, documents become property of the District. When documents are opened, they become public information and any restrictions put upon the District regarding the sharing of information after opening will be grounds to reject the submission.

- 47. EQUIVALENT CLAUSE.** Whenever an article or material is defined in this solicitation by describing a proprietary product, or by using the name of a manufacturer, brand name or vendor name, the term "or equal", if not inserted, shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency (as applicable). Vendors bidding an item as an equal product to the brand name specified will be required to provide the District with a product specification sheet and a sample case of the product for taste testing and verification by Food & Nutrition Services department staff and a selected number of students to ensure that the product is an equal product to the brand name specified.

- 48. COST TO SUBMIT.** Expenses incurred by the vendor in developing a response to this pricing request are entirely the responsibility of the vendor and may not be

charged to the District. Respondent shall make no public statement, explicitly or implicitly, indicating a vendor or potential vendor relationship with the District unless agreed upon in writing by the District.

49. EVALUATION OF SUBMISSIONS. Bid packets will be evaluated by an Evaluation Committee which may, but not necessarily, include select staff from the District Nutrition Services team, the Director of Nutrition Services Department, Purchasing Manager and the Nutrition Services Supervisor. Before a Vendor can be considered for award they must have submitted a bid packet that is considered complete. The consideration to award contracts are specified under Evaluation Criteria.

49.1. EVALUATION CRITERIA. Submissions found to be complete and that also satisfy the bidder minimum qualification requirements will be evaluated on the pricing worksheet plus any additional requirements as stated in this document.

49.1.1. For formal Request for Proposals above \$350,000 in value (or for those using RFPs for solicitations below \$350,000 in value) will be awarded to the bidder which presents the most advantageous program (technical proposal) to the district. Each proposal will be evaluated based on criteria and priorities defined by the District, with specific attention to those features, functional and technical aspects noted for each section. The District's evaluation panel will award a contract based on the prospective vendor submission that best meets the needs of the District with regard to the RFP specifications contained herein. Presentations/Interviews (if needed) may be requested by the evaluation panel. Vendors are advised that awards may be made without interviews or further discussion. If presentations/interviews are needed, potential proposers will receive notification to interview with an evaluation panel.

49.1.2. RFP SCORING RUBRIC

EVALUATION CRITERIA	AVAILABLE POINTS	EVIDENCE CRITERIA HAS BEEN MEET	FOR DISTRICT USE ONLY
PRICING	0 - 45 pts	Prices will be evaluated by the average cost of all food items to the district for each section in the pricing worksheet. Response to question #8 in technical proposal. Plus any	

		additional information provided in question #14.	
ABILITY TO PERFORM SCOPE OF WORK	0 - 30 pts	Meets product specifications as outlined in the pricing worksheet for each section in the pricing worksheet. Responses to question #12 technical proposal plus any additional information provided in question #14.	
CAPABILITY & SERVICE	0 - 25 pts	Bidder submitted 2 references; references notes related to fill rates and substitutions Responses to questions #9, #10, #11 and #13 in technical proposal plus any additional information provided in question #14.	
TOTAL POINTS	0 - 100 points possible		

50. AWARD. Upon approval from the authorized District signer, the District will then proceed with contract discussions with the selected Vendor(s). Additional paperwork will require review and signature. The District has no liability to any Vendor participating in this solicitation process prior to when the authorized District signer signs a contract to that Vendor. It is the intent of the District to select the most responsive, responsible Vendor whose submission demonstrates that they can provide superior products, acceptable services and on time deliveries. Vendor performance will be evaluated at the end of the contract period based upon their ability to fulfill all requirements as stated in this document. If the winning Vendor did not fulfill the needs of the District as laid out in this solicitation the District reserves the right to terminate the contract. The contract can also be terminated by either party without just cause so long as the service level is maintained until a new Vendor can be found.

51. PIGGYBACK CLAUSE. Other school districts, public agencies, and governmental entities may, with the Contractor's consent, purchase under the terms and

conditions of any contract resulting from this RFP. Such purchases shall be the sole responsibility of the participating agency. The District assumes no liability for purchases made by other entities.

52. BIDDER MINIMUM QUALIFICATION ATTESTATION

Bidders please respond accordingly in the table below and return with bid submissions.

	Yes or No
Can the bidder deliver to all specified delivery sites as described?	
Does the bidder use an online ordering system?	
Does the bidder sell fluid milk products?	
Can the bidder submit proof of a traceability and/or HACCP Plan?	

- 53. REQUEST FOR SIGNATURE.** 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.

<i>By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this bid is accurate, true, and binding upon the vendor.</i>
Company Name
Signature of Company Official
Name of Signer
Title of Signer
Email Address
Complete Mailing Address
City, State, Zip
Phone Number
Date

54. DISTRICT CALENDAR

VENDOR TECHNICAL PROPOSAL

	VENDOR QUESTIONS	VENDOR ANSWER
1	Organization Name	
2	Website Address	
3	Primary Contact Name	
4	Work Phone	
5	Cell Phone	
6	Email	
7	Organization's Physical Address	
8	The District's key objective is to get the best overall value for our students, taking into account quality, cost, service, community involvement, sustainability and other relevant values, for the products and services we intend to acquire. Because one of our objectives is to reduce our cost of doing business, how will you help us accomplish this objective without compromising these values? Be specific about tools you might use, relationships you might build, sources of food, etc.	
9	Is this organization able to deliver to all the sites listed in this solicitation daily from 4:30am - 12:00pm?	

	VENDOR QUESTIONS	VENDOR ANSWER
10	What is your order fulfillment rate for K12 districts California, at this time? Specifically, we want to know, how many items are being delivered as ordered by the customer versus how many items are needing to be substituted due to shortages or other concerns at this time?	
11	Does Vendor use an online ordering system? Can Vendor produce digital monthly and year-end velocity reports in Excel spreadsheets by site and by district? CAN YOUR VELOCITY REPORTS IDENTIFY THE VALUES-ALIGNED FOODS THAT HAVE BEEN PURCHASED?	
12	If awarded the bid would the Vendor be willing to add new (ones you may not currently carry) products (bulk organic milk, Organic dairy products, animal welfare certified products, etc.) or new businesses to their catalogs/SKUs at the request of The District? Yes or no, please explain. Please outline that process for us?	

	VENDOR QUESTIONS	VENDOR ANSWER
13	Does this organization offer one on one customer support as required by the client? Please give examples of customer support tools provided.	
14	Is there any other information pertinent to this solicitation that you wish to add? Please feel free to add as much detail as possible. We are looking for a vendor partner that will help us enhance our operations and would welcome any additional detail to the technical proposal.	

PRICING WORKSHEET

The Bidder agrees to furnish the product specified at the quoted price and to comply with conditions of this document. No equivalent items will be allowed without prior consent from the Director of Food & Nutrition Services.

	Product Description	Unit	Approx. Annual Usage Units	Bidders Proposed Unit Cost	Extended Cost
1	1% White Milk	8 oz cartons	347,550		
2	Fat Free Milk	8 oz cartons	134,155		
3	Fat-Free Chocolate Milk	8 oz cartons	1,085,980		
4	Fat Free Strawberry Milk	8 oz cartons	27,760		
5	Sour Cream	5 lbs	362		
6	Orange Juice	4 oz	239,715		
7	Apple Juice	4 oz	2,940		
8	Trix Low Fat Strawberry Banana Yogurt	48/4oz	554		
9	Trix Low Fat Triple Cherry Yogurt	48/4oz	224		
10	Trix Low Fat Raspberry Yogurt	48/4oz	34		
11	Silk Soy Vanilla Milk	18/8oz	64		
12	Pearl Organic Soy Plain	24/8oz	87		
13	Lactose Free 1% White Milk	27/8oz	251		

14	Gosner 1% White Milk	27/8oz	935		
15	Moo Mates Fat Free Chocolate	27/8oz	1230		

BIDDER REFERENCES

School District requires bidding Vendors submit two current school district references from Districts of similar scale and operational scope.

A. School District: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Email Address: _____

Number of Deliveries per year: _____

B. School District: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Email Address: _____

Number of Deliveries per year: _____

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

1. By submission of this offer, the offeror (Bidder) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:

- a. The prices in this offer have been arrived at independently—without consultation, communication, or agreement—for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
- c. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.

2. Each person signing this offer on behalf of the offeror certifies that:

- a. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
- b. He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

Name & Title of Authorized Representative

Signature of Bidder's Authorized Representative

Date

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

**NON COLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH PROPOSAL**

(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 Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or to refrain from bidding. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer. All statements contained in the proposal are true. The Proposer 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 Proposer 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 Proposer.

(Signature of Officer)

(Typed Name of Officer)

(Office)

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].

EQUAL OPPORTUNITY EMPLOYMENT

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

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

CERTIFICATE I/We hereby certify that

_____(Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE

CONTRACTOR NAME

Signed By: _____

CERTIFICATION REGARDING LOBBYING
TO BE SUBMITTED WITH BID

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 bid, contract renewal or extension when the contract exceeds \$100,000.

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

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

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

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

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

OR

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year ____ quarter ____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier_____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>		10. b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i>
11. a. Amount of Payment (check all that apply) \$ _____ actual planned		11. b. Type of payment (check all that apply) Retainer One-time fee Commision Contingent fee Deferred

12. Form of payment (check all that apply): Cash In kind specify: Nature _____ Value _____	13. Other; specify _____
14. Brief description of service performed or to be performed and date(s) of service, including officer(s), employee(s) or embers(s) contacted for payment indicated in No. 11: (attach continuation sheet(s) SF-LL-A, if necessary)	
15. Continuation sheet(s) SF-LL-A attached: YES or NO	
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.	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 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 1" tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level agency name, if known. For example, the Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) numbers for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal number (RFP) number; Invitation for Bid (IFB) numbers; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and

telephone number.

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

CERTIFICATION REGARDING POULTRY PRODUCT IMPORTED FROM CHINA

Section 764 of the Consolidated Appropriations Act of 2021 (Public Law 116–260) prohibits Child Nutrition Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People’s Republic of China. There are no exceptions to this prohibition.

Supplier hereby certifies that neither it nor any of its subcontractors or suppliers shall procure or use raw or processed poultry products imported from the People’s Republic of China to provide products to the District. Supplier hereby acknowledges that a failure to comply with such prohibition may result in a finding of disallowable costs.

Supplier Name:

Supplier Address:

Supplier Representative Name: _____

Title: _____

Signature: _____

Date Signed: _____

SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE

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

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

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

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS 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.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Company Name

Address

Printed Name

Title

Signature

Date

INSTRUCTIONS FOR SUSPENSION AND DEBARMENT CERTIFICATION

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

transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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.

Vendor Names/Financial Institution (printed)

Federal ID number (or n/a)

Authorized Signature

Printed Name & Title of Person Signing

Date

Executed In

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.

Vendor Names/Financial Institution (printed)

Federal ID number (or n/a)

Authorized Signature

Printed Name & Title of Person Signing

Date

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: _____

By: _____

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 times.

DATE: _____

CONTRACTOR: _____

SIGNATURE: _____

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS COMPENSATION**

(To be executed by Vendor and Submitted with Proposal)

Labor Code section 3700 in relevant part provides:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of Ability to self-insure and to pay any compensation that may become due to his employees.

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

Signature of Authorized Representative

Type Name of Above

Title of Authorized Representative

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

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.

Name of Vendor Company

THE VENDOR AGREES AS FOLLOWS:

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated

pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

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

Authorized Representative

Title

Date

FINGERPRINT CLEARANCE CERTIFICATION

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

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

By _____
(Signature)

Date _____

Name _____
(Type or Print)

Title _____

END OF DOCUMENT