



RFP # 2025-02 Dairy Products REQUEST FOR PROPOSAL

Proposal Due Date

Friday, May 31, 2024 at 2:00 P.M.

REQUEST FOR INFORMATION

Last Day for Questions Tuesday, May 14, 2024 at 2:00 P.M.

SUBMIT BIDS TO:

Calaveras Unified School District
Nutrition Services Dept.

P.O. Box 788/501 Gold Strike Road, Bd. F
San Andreas, California 95249

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

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.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.

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Notice To Bidders

NOTICE IS HEREBY GIVEN that Calaveras Unified School District of Calaveras County, California, will receive up to, but no later than Friday, May 31st at 2:00 P.M. proposals for the award of a contract for:

RFP#2025-02 Dairy Products

Proposals will be received on or before the time and date stated above at the offices of:

Calaveras Unified School District
Nutrition Services Department
P.O. Box 788
Gold Strike Road, Bd. F
San Andreas, California 95249

Proposals not received in the Department by the specified date and time will be returned unopened. Facsimile (FAX) and/or electronic copies of the proposal will not be accepted. Contracts will be awarded at a later date based on the most responsive, responsible bidder/vendor.

Each proposal must conform and be responsive to all pertinent Bidding and Contract Documents. Copies may be obtained from jmossa@calaveras.k12.ca.us or the Nutrition Services office.

The contract will be awarded to the most responsive, responsible bidder/vendor based on the criteria noted in the proposal. The District reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The contract will be awarded based on a review and analysis of the proposals that determine which proposal best meets the needs of the District. Following the review and analysis of all responsive proposals, the District will make a recommendation to the Board of Education at its regularly scheduled meeting.

All questions regarding this RFP must be submitted by Tuesday, May 14, 2024, at 2:00 P.M. Send all questions to Judy Mossa at jmossa@calaveras.k12.ca.us reference RFP #2025-02 in subject. No questions will be answered after the above-listed date and time: telephone and fax questions will not be answered. Responses to all questions will be posted at https://www.calaverasusd.com/departments/nutritional_services

Advertising date: April 10, 2024

BASIC INFORMATION ABOUT CUSD AND NUTRITION SERVICES DEPARTMENT

The Nutrition Services Department at Calaveras Unified School District (CUSD) is continually striving to provide healthy food options to its students. The Department views school meals as an essential component to student health, well-being, and future success.

Nutrition Services seeks to procure local products and works to connect our K-12 students with local food producers and educate our students about their food and what is served in the school meal program. We seek to promote participation in the school meal program by connecting our students with local food producers, serving more fresh fruits & vegetables, whole grains, and cooking from scratch, thereby improving student nutrition, reducing hunger, and preventing obesity and obesity-related diseases.

Calaveras Unified serves approximately 1,000 breakfasts and 1,700 lunches every day to approximately 2,700 enrolled, PK-12 students.

Our modified traditional school year operates from July to June, Monday through Friday, except for legal or school holidays.

SCOPE OF WORK

The CUSD Nutrition Services Department is requesting a Request for Proposal (RFP) for the service and delivery of Dairy Products to multiple sites for programs that include the School Nutrition Program (SNP) and the After School Meal Supplement program (ASM). Fulfillment of orders with quantities requested, time, and manner of delivery are essential factors in proper performance. Proper temperatures shall be maintained in accordance with state and local requirements. Delivery vehicles must be able to accommodate site restrictions, including but not limited to, hand truck and pallet jack service.

This is a line-item RFP that will be awarded to one vendor. This RFP requests a monthly fixed price with allowable price adjustments, including both increases and decreases with documentation provided by CA Federal Milk Marketing Order No.51 (CAFMMO). For purposes of award review, the price quoted on the line-item form must be based on the February 2024 CAFMMO pricing index. All programs in CUSD must receive the same pricing.

This agreement shall be effective from July 1, 2024, through June 30, 2025. This agreement, by mutual consent, may be extended in one-year increments until June 30, 2027.

Partial proposals or proposals listing items as a special order will not be accepted; such proposals will be considered non-responsive.

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

Copies of the RFP documents may be obtained at https://www.calaverasusd.com/departments/nutritional_services
Refer any questions to Judy Mossa using the subject line RFP 2025-02 Dairy, e-mail:
jmossa@calaveras.k12.ca.us

Responses to all questions will be posted at https://www.calaverasusd.com/departments/nutritional_services

Please fill out the Bidder Information Sheet and email it to Judy Mossa to ensure receipt of addenda to this proposal.

INSTRUCTIONS TO BIDDERS

If you are participating in this Request for Proposal (RFP), please respond to the Bidder Information Sheet (Attachment C) so that you may be added to the bidder’s list to receive addenda to this proposal.

No Request for Proposal (RFP) shall receive consideration by CUSD unless made in accordance with the following instructions:

1. Preparation of Request for Proposal (RFP)

CUSD is seeking a Request for Proposal (RFP) on the form attached to be submitted at such time and place as is stated in the Notice to Bidders. All blanks in the proposal form must be appropriately filled in, and all prices must be stated in figures. All prices and quotations must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the quotation. No oral, telegraphic, or telephone quotations or modifications will be accepted.

Bidder must insert case and unit price for each item. More than one case and unit price inserted for any one item may result in the rejection of the proposal unless alternate proposals are specifically requested.

Request for Proposal (RFP) must be submitted to the Nutrition Services Department in a sealed envelope with the bidder’s name & address, RFP number, and name of RFP listed on the outside of the sealed envelope no later than the time and date specified. If not presented in person, the above envelope with all the above information must be sent in a separate envelope, sealed, within. Any RFP received after the due date and time will be returned to the bidder unopened. CUSD will not be responsible for failure of service on the part of the U.S. Postal Service, courier companies, or any other form of delivery service chosen by the vendor.

Proposals must be addressed to: – Calaveras USD Nutrition Services Department, Attention: Judy Mossa, 501 Gold Strike Road, Bd. F, P.O.Box 788, San Andreas, Ca 95249. Include the RFP number on the outside mail packaging.

Proposals not submitted in the format as instructed by this proposal may not be accepted. Addendums to this proposal, once filed, may be submitted in a sealed envelope only, and properly identified, prior to the due date and time.

2. Signature

The signature on the Request for Proposal (RFP) must be in ink to be considered acceptable. All Request for Proposals (RFP) must be signed only by an authorized contracting authority of the bidding entity. A signature is required in all designated places.

3. Bidders Responsibility

Before submitting a proposal, bidders shall carefully examine, and become familiar with the terms and requirements of the contract and proposal documents. Bidders shall fully inform themselves as to all existing conditions affecting the performance of the contract and the cost of all work, materials, and equipment to perform all operations required within this request for proposal. Bidders shall ensure that unit cost and case cost are reflected in the bid. No allowance will be made because of a lack of such examination or knowledge on the part of the bidder.

4. Requests for Information Any questions relative to this Request for Proposal (RFP) should be directed to Judy Mossa at jmossa@calaveras.k12.ca.us. Responses to all questions will be posted at https://www.calaverasusd.com/departments/nutritional_services.

5. Identification of the Bidder

Each proposal must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. Bids 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. Proposals by corporations must be signed with the 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 bidder's failure to properly sign required forms may result in the rejection of the bid.

6. Withdrawal of, Request for Proposal (RFP)

Proposals may be withdrawn by written request, at any time before the due date. Request for Proposal cannot be corrected once submitted.

7. Acceptance or Rejection of, Request for Proposal (RFP)

Calaveras Unified School District reserves the right to reject any and all proposals or any portion or combination thereof, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interests of the District may require. Proposals that arrive after the due date and time will be returned to the bidder unopened.

8. Evaluation, Award of Contract and Notification

The contract will be evaluated and awarded to the most responsive and responsible bidder(s) using the Best Value Point System. Proposals will be evaluated on; competency, experience, service reliability, references, and compliance with all aspects of the specifications and price. Product samples should be submitted only upon request by CUSD. The District reserves the right, in its absolute discretion, to accept proposals, or any part of any proposal, and to make an award of contract(s) in the best interest of the District. Notification of award will be made by Notice of Award letter accompanied by signed contract, following Board approval of award of contract.

9. Evidence of Responsibility

Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's organization available for the performance of the contract and any other required evidence of the bidder's qualifications, competency, and responsibility 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 bidder's responsibility to perform the proposed contract may result in rejection of the proposal. The District reserves the right to reject the proposal of any vendor who has previously failed to perform properly or to complete on-time contracts of a nature similar to this project.

10. Prices and Notations

The pricing methodology proposed must remain in effect for the term of the contract, including any annual extensions. The proposed pricing methodology will also be applied to any new products requested. New commercial food products shall be priced using the Bidder's landed cost. Landed cost is defined as invoice cost from the manufacturer plus freight if freight is not included with invoice cost. "F.O.B. Destination" to the District delivery location(s) specified on the District Delivery Site Location sheet. Prices should be stated in the units specified and bidders should quote each item separately.

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The District will not pay drayage, packing, or shipping and handling charges, nor shall the District pay for any fuel surcharges. All freight charges must be included in the bid price. All pricing must include on-site offloading and inside delivery.

No fuel charges 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.

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

The agreement shall be effective upon award and purchases will be put into effect by means of purchase orders or suitable contract documents executed by the District. All purchase orders placed under this agreement shall be delivered and invoiced at the agreement price.

11. Quantities

The quantities indicated on the Line Item Specification Sheet 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 more or less than indicated herein.

12. Specifications and Acceptable Brands

The use of the name of a manufacturer or any special brand or make in the specifications is not intended to restrict bidders. The specification establishes the character or quality of the article desired, but the goods on which proposals are submitted must, in all cases, be equal in every particular way to the item specified and must clearly state the brand and product number. Such substitution shall be accepted only if determined by the District to be equal or superior in all respects to that specified. Samples shall be submitted as stated and in accordance with the proposal. If the brand offered as "equal" is not acceptable by the District as "equal" to the brand and product specified, the vendor must furnish one of the specified brands at the same price quoted in the original proposal submitted.

Any bidder offering a brand other than those specified shall furnish specification sheets, product information, and other pertinent literature with their proposal.

On all items where no brand names are indicated, bidders may offer products that will be subject to the District's evaluation. If the product offered is not acceptable by the District for the item as specified, the bidder must furnish an acceptable product at the same price quoted in the original proposal submitted.

13. Samples and Product Evaluation

On request, samples of the products being proposed shall be furnished free of cost to the District. Bidders may be required to demonstrate any item(s) proposed. The District reserves the right to reject the proposal of any bidder failing to submit samples or provide demonstrations as requested.

Product samples should be submitted only upon request by CUSD. Each sample shall be labeled with the RFP number, line-item specification number, bidder's name, and product code number. Samples shall be submitted directly to the Nutrition Services Department at the above address.

Failure to comply with sample and evaluation requirements may result in the bidder's disqualification for contract award.

Each item offered shall be subject to an evaluation process conducted by a representative group within the District. The decision of the District shall be final.

14. Nutritional Information

Bidders are required to provide complete product information sheets (cut sheets) for all products included in the proposal, indicating pack size, weight per unit, and nutritional analysis within 30 days of contract award. When bidding on an “equal to” item, product information sheets are required at the time the proposal is submitted. Product information sheets may be submitted in either hard copy or in electronic format. Proposals submitted without product information sheets will be rejected as non-responsive. Acceptable documents that meet this requirement are:

Product Formulation Statements (PFS), including:

- Product name, code number, and serving size
- Type and weight of creditable ingredient
- Printed name and signature, title of company representative
(this certifies that the information on the PFS is true and correct), and date signed
(date must be current).

Child Nutrition (CN) Label

- A voluntary federal labeling program that provides a warranty for CN-labeled products;
- The contribution to the meal pattern is on the label in a special format;
- Carries the CN logo with the contribution;
- States the month and year of approval; and
- The product identification number is assigned by USDA FNS.

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients that contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, sesame, or soybeans.

Bidder shall notify the Nutrition Services Department whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Nutrition Services Department.

15. USDA Final Ruling Plan

The USDA is in the process of finalizing a ruling on adjustments to nutritional standards, including updated regulations on added sugar and sodium. Respondents are to provide a USDA Final Ruling plan, detailing the plans to provide products upon potential regulation changes.

16. References

Bidder will provide three (3) current references from school districts or customers that require service to multiple sites, requiring weekly and/or multi-weekly deliveries. These references must include the entity's name, name and title of the contact person, phone number, email address, and number of delivery locations. At least two of the three references provided must be from school districts within California comparable in size to CUSD. Please complete the Distributor Statement and return it with RFP submission.

17. Other Items

This Request for Proposal (RFP) does not cover all products that may be used during the school year and the District reserves the right to acquire from other sources whenever an item does not conform to specifications or perform to standards or meet quantities and quality as outlined. We reserve the right to add and delete items based on declining meal participation and student preferences.

GENERAL CONDITIONS

1. Agreement Period

This agreement shall be effective from July 1, 2024, through June 30, 2025. This agreement, by mutual consent, may be extended in one-year increments until June 30, 2027.

2. Assignment of Contract

The successful bidder shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the obligation to perform the contract or any rights accruing thereunder or any power to execute the same without prior consent in writing from CUSD. Notice is hereby given that CUSD will not honor any assignment made by the bidder unless consent in writing, as indicated above, has been given.

3. Ability to Supply

Quote prices only if the merchandise can be obtained and delivered at the specified time. Item bid shall be considered binding. CUSD shall have the option to collect a default penalty of (a) ten percent (10%) of the bid price value of the defaulted items ordered but not delivered as specified, or (b) the difference between the bid price value and the cost of identical items obtained by quotation through another vendor. Strikes, Acts of God, and similar causes not under the control of the bidder will be considered exempt from this default provision. This is intended only as a last recourse and not as a deterrent to bidders. Bidders should confirm their inventories and suppliers before bidding.

4. Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as “Force Majeure”), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

5. Emergency Procurement

CUSD reserves the right to source elsewhere if the awarded bidder cannot hold to the current contract language, including but not limited to pricing. Replacement products may include different flavor profiles, sizes or packaging, bulk, or IW without constituting a product change in order to meet the needs of the Child Nutrition Program in a shortage or emergency.

6. Pricing

For purposes of award review, the price quoted online item form must be based on the CA Federal Milk Marketing Order No.51 (CAFMMO) pricing index for March 2024. Pricing for plant-based milk and all juice flavors, 4oz cartons, must be firm for the entire RFP time period.

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All programs in CUSD must receive the same pricing. The brand of the product quoted must be stated online item sheet.

The awarded vendor shall submit a new price list prior to the start of each month that will be fixed pricing for the month indicated. Monthly price changes must be supported by documentation provided to the dairy from the CAFMMO.

Quote a per case delivered cost for all items listed on the Proposal Worksheet. Provide prices for the items only as specified on the Proposal Worksheet. Equal products may be offered that meet the same specifications as those listed. Product information sheets are required for all 'equal to' products and must be submitted with the Proposal. Samples of all 'equal' to products may be requested.

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

7. Invoices

Invoices shall contain the following information: purchase order number, delivery location, item number, item description, quantity, unit price, extended totals, Value Pass Through, other applicable discounts for items delivered, and point of origin as requested. Failure to enter the above information on the invoice may cause a delay in payment. Payment shall be made on partial deliveries accepted by cUSD. Terms are net 60. All invoices and monthly statements must be sent to jmossa@calaveras.k12.ca.us. A legible delivery discrepancy receipt shall be left at the site in the case of damaged, returned, or shorted items. Credits shall be issued within 30 days.

8. Reports

The Chosen Vendor shall produce digital monthly and year-end velocity reports, for all Dairy pricing, in Excel, CSV or Google Sheets (not PDFs or scans). Reports shall be uploaded to an on-demand digital portal or cloud-based space with an email notification to Judy Mossa (jmossa@calaveras.k12.ca.us) by the fifth day of the following month. Reports must contain the following: item name, item code, manufacturer, manufacturer code, pack size, country of origin, quantity purchased, and item price. Detailed reports in different formats may be requested at any time.

9. Orders

Orders shall be placed as the product is needed. All orders shall be delivered directly to the individual sites or as listed on the Delivery Site Location Sheet, as mutually agreed upon within time parameters.

10. Inspection and Acceptance

Inspection and acceptance of all items shall be at the destination. Items found to be defective or not in accordance with the bid specifications shall be replaced by the vendor at no cost to CUSD. Failures to replace items not meeting the bid specifications and/or defective items shall be considered sufficient cause for default action under the DEFAULT provision of the Agreement.

11. Delivery

The CUSD shall have the power and authority to reject any and all materials furnished which, in its opinion, are not in strict compliance and conformity with the requirements of the specification or equal in every respect to the proposal or to the sample submitted by the vendor. All articles so rejected shall be promptly removed from the premises at the vendor's expense. No brand substitutions will be accepted without prior approval from the District. Fluid products shall be delivered in 13 x 13 x 11" crates, holding no more than 50 containers.

The time and manner of delivery are essential factors in proper performance under the contract.

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All items shall be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by a packing slip that bears the relevant District purchase order number. Delivery vehicles must be able to accommodate site restrictions, including but not limited to, hand truck or pallet jack service.

Proper product temperatures shall be maintained in accordance with state and local requirements, at all times, up to the time of delivery, whether in storage or in transit. Evidence of temperature monitoring must be produced upon request by the District. Cases in which cartons are stacked and delivered shall be reusable plastic and steam cleaned regularly to remove any traces of spoiled milk or other debris that might collect bacteria.

All deliveries are to be placed into the designated storage/cooler area(s), which may be more than one, at each site by the delivery driver. Using FIFO, the delivery driver will be responsible for rotating milk products at each site, each time a delivery is made. Milk crates will be stacked no higher than six crates high (five full + one empty) inside walk-in refrigerators. The vendor shall pick up all empty milk crates when milk is delivered.

A list of delivery locations and delivery times is included in RFP. Awarded vendor will be required to make direct deliveries to approximately 8 sites. Sites require 1-2 day(s) per week deliveries due to storage limitations or volume purchases. Deliveries to school kitchens must be made within the hours agreed upon unless arranged otherwise. Deliveries must be made to each individual site in a timely manner to accommodate the start of the new school year, holidays, and the return from the three (3), two (2) week breaks.

The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. A list of delivery locations and delivery times is included. Deliveries to school kitchens must be made within the hours agreed upon unless arranged otherwise.

12. Minimum per Delivery

Utilizing the attached Distributor Statement, please give minimum quantities and lead times for site deliveries. All minimums must be listed, if not listed, no minimum will be considered. Minimums may be expressed in the terms of number of cases of combined items or minimum dollar value per drop. If minimum quantities and lead times are not a condition of bid pricing, please state.

13. Labeling and Dating

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients that contain protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, sesame, or soybeans.

The vendor shall notify Nutrition Services whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Nutrition Services Department. Failure to provide notification to Nutrition Services regarding product label changes may result in attenuation of the contract. Cases of product shall be clearly and legibly labeled with product name, code, and weight. All items are required to carry legible, open code dating on each package, carton, pouch, box, or case. If the code is encrypted, the District may request that the vendor provide a key from the manufacturer to decode information. Code dates will be monitored, products close to expiration dates will not be accepted and credit shall be issued.

14. Food Safety

HAACP Program: Vendor must have a documented HACCP program that includes an established Standard Operating Procedure (SOP) for recall traceability. A complete copy of the program must be available upon request. Any changes to the vendor's HACCP plan must be communicated to CUSD upon implementation of changes. Failure to provide a plan change may result in the termination of the contract. Bidder shall include a copy of their Processed Food Registration (PFR), issued by the Food and Drug Branch (FBD) compliant with California law. Products shall arrive from suppliers that have passed a third-party audit verification of USDA Good Agricultural Practices (GAP) and/or USDA Good Handling Practices (GHP).

Product Traceability: The vendor must be able to accurately demonstrate its traceability system and capabilities as related to recalls upon request. In the event of a product recall, the District requires notification within the same business day that the distributor receives any product recall/hold information. A complete list of district sites that have received the item(s) in question is required, as well as the delivery date(s) that apply. Upon notification, the vendor is required to communicate to the District the disposal method necessary per recall instructions and incur the costs.

15. Product Substitution and Discontinued Items

The District will not allow substitutions in quality or quantity without prior approval from the Nutrition Services Department to qualify for payment. In the event the vendor is unable to deliver an item as specified in this contract, notification of shortage must be made orally, or via email (jmossa@calaveras.k12.ca.us) at least 24 hours prior to scheduled delivery to the Nutrition Services Department.

When substitutions do occur, the vendor shall provide nutritional statements and ingredient listings of the replacement product to the Nutrition Services Department. An equal or better substitute product must immediately be made available to the District for approval and subsequent distribution to the sites, at no additional charge to the District. Authorization of a substitute product shall be at the sole discretion of the District.

In the event an item awarded under this contract is discontinued, the vendor is required to notify the Nutrition Services Department immediately. Contract items that are discontinued by their manufacturer during the term of the contract may be substituted with a same or similar item only if it equals or exceeds the specifications of the original item. Written documentation from the manufacturer of product discontinuation shall be submitted directly to the Department. The vendor may not discontinue any items from inventory which are not discontinued by their manufacturer, without providing advance written notification and receiving District approval for discontinuation.

The vendor shall notify the Nutrition Services Department whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided prior to shipment.

16. Warranty

The Vendor agrees that all items furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor provides any customer for such items and that the rights and remedies provided herein are in addition to any other provision of this Agreement.

17. Insurance Requirements

The successful bidder(s) shall maintain insurance adequate to protect them from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from the bidder's operations under the contract.

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Also, the bidder must file proof of such insurance, naming CUSD as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to CUSD of a comprehensive general liability insurance policy providing \$1,000,000 per occurrence and \$3,000,000 aggregate coverage to be in effect during the term of the contract. Failure to furnish such evidence and insurance may be considered a default by the bidder(s).

18. Indemnification and Hold Harmless

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

Any injury to person or property sustained by the vendor or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with the work, however, caused; and

Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the vendor or any other person, firm, or corporation directly, or indirectly employed by them upon or in connection with the work, whether they said injury or damage occurs upon or adjacent to the work; the vendor 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.

Vendor shall defend, indemnify, protect, and hold harmless CUSD 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 vendor's failure to comply with all of the requirements contained in Education Code section 45125 .1, including, but not limited to, the requirement prohibiting vendor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122 .1.

19. 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 request for proposal, and b) state or federal law or regulations, the latter shall prevail. Additionally, all items and equipment to be supplied or services to be performed under the bid and contract shall conform to all applicable requirements of local, state, and federal law.

20. Right to Cancel or Default

The District may cancel the contract at any time if the vendor refuses or fails to perform all or any part of its obligations under the contract or the bid documents. The District shall provide the vendor with a thirty-calendar day's written notice of such cancellation. Should the District exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel and the District may purchase said goods, supplies, and/or services elsewhere.

21. Governing Law

This contract shall be construed in and governed under and by the laws of the State of California. All proposals submitted by any bidder/vendor will become the permanent property of the District and retained as required and are subject to being publicly disclosed under California regulations.

22. Disclosure

The vendor shall note any and all relationships that might be a conflict of interest and include such information with the proposal.

23. Protest Procedures

All protests shall be in writing and be delivered to CUSD Business Dept., P.O. Box 788, San Andreas, Ca 95249, with attention to Elaine Neilsen, Chief Business Officer. A protest of an award shall be filed within ten days of the Award Notification Letter date.

Only a bidder who has actually submitted a bid, and who could be awarded the contract if the bid protest is upheld, is eligible to submit a protest.

A protest shall include:

- The name, address, and telephone number of the protestor;
- The signature of the protestor or an authorized representative of the protestor;
- Identification of the proposal and the RFP#;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- The form of relief requested.

24. Code of Conduct

The rules and responsibilities of, or proper practices for the officers, employees, or agents engaged in the selection, awards, and administration of contracts can be located under the Board of Education tab on the CUSD website at www.calaverasusd.com Reference: Series 3000 - Business and Non-Instructional Operations, Board Policy #3311.

25. Buy American Provision

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Per SP 38-2017 Vendor will be required to provide certification of the domestic percentage of the agricultural food components of commodities and products. 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 should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to the Nutrition Services Buyer, in advance of delivery.

That request must include:

- A. Alternative substitute(s) that are domestic and meet the required specifications:
 - i. Price of the domestic food alternative substitute(s); and
 - ii. Availability of the domestic alternative substitute(s) in relation to the quantity ordered

CUSD – Nutrition Services

- B. Reason for exception: limited/lack of availability or price (include price):
- i. Price of domestic food product; and
 - ii. Price of the non-domestic product that meets the required specification of the domestic product:
 - iii. Documentation of lack of availability

26. Equal Opportunity Employment Act of 1975

The CUSD policy is in firm support of the provisions of the Equal Opportunity Act of 1975. CUSD, therefore, must be assured by the successful Vendor in this bid that it is an equal opportunity employer according to the provisions of the Act.

27. Clean Air/Clean Water Statement

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 15857(h) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bidder will immediately notify the District of the receipt of any communication indicating that any of the Bidder's facilities are under consideration to be listed on the EPA List of Violating Facilities.

28. Required Forms and Certifications

The following forms must be completed, signed, and returned with the Request for Proposal.

- Non-Collusion Affidavit: Per Public Contract Code 7106
- Alcohol and Tobacco Free Campus Policy: Per CUSD Board Policies #3513.3 & 3513.4 & #4020
- Drug Free Workplace Certification: Per California's Drug-Free Workplace Act of 1990
- Employment Clearance Certification: Per Ed Code 45125.1 - A CA DOJ background clearance certification is required for all school district employees and employees of outside contractors before they are permitted on any school site.
- Debarment Certification: Per CFR 3017.510 - A Certification Regarding Debarment must be completed for all contracts over \$100,000.
- Lobbying Certification: Per CFR 7.3018 – A Lobbying Certification and Disclosure must be completed for all contracts \$100,000 and over.
- Iran Contracting Act Certification: Per Public Contract Code 2200-2207– A Certification and Disclosure must be completed for all contracts \$1,000,000 and over.
- Certification of Independent Price Determination: Per California Department of Education, Nutrition Services Division.

DELIVERY SITE LOCATIONS

SCHOOL LOCATIONS	ADDRESS	CITY	ZIP	DELIVERY TIME
Calaveras High School	350 High School Street	San Andreas	95249	5:00 am - 8:00 am
Jenny Lind Elementary	5100 Driver Road	Valley Springs	95252	5:00 am - 8:00 am
Mokelumne Hill Elementary	8350 Highway 26	Mokelumne Hill	95245	5:00 am - 8:00 am
San Andreas Elementary	255 Lewis Avenue	San Andreas	95249	5:00 am - 8:00 am
Toyon Middle School	3412 Double Springs Road	Valley Springs	95252	6:00 am - 8:00 am
Valley Springs Elementary	240 Pine Street	Valley Springs	95252	5:00 am - 8:00 am
West Point Elementary	54 Bald Mountain Road	West Point	95255	5:00 am - 8:00 am

CUSD reserves the right to add or remove delivery site locations at any time during the period of the contract. Delivery times/days may be negotiated as needed.

Bidder's Checklist

RFP# 2025-02 Dairy Products

Bidder _____

The following documents must be signed and included in bidder's sealed bid package, and submitted no later than 2:00 pm on May 31, 2024 to the Calaveras Unified School District, Nutrition Services Department, P.O. Box 788, 501 Gold Strike Road, Bd. F, San Andreas, California 95249.

Check below to indicate that the documents are included in your bidpackage

Required Documents

- Bidder's Checklist
- Bidder Information Sheet
- Distributor Statement
- Non-Collusion Declaration
- Alcoholic Beverage & Tobacco Free Campus Policy
- Certificate Drug Free Workplace
- Notice to Contractors – Department of Justice Clearance
- Suspension and Debarment Certification
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities
- Iran Contracting Act Certification, if applicable
- Authorized Vendor Signature
- Addendum Acknowledgement, if applicable
- RFP Line Item

I verify that the documents listed above are included in the RFP packet

Authorized Signature

Date

Submit this Bidder's Checklist with your RFP documents.

Failure to submit this required checklist and documents may deem your RFP as non-responsive.



Bidder Information Sheet

Calaveras Unified School District Bids/Proposals are available on-line. If you have downloaded or received an invitation to submit via e-mail a Bid/Proposal, you are required to e-mail the following information to jmossa@calaveras.k12.ca.us so that you may be added to the bidders list to receive addenda to this proposal.

Attention: Judy Mossa Nutrition Services

E-mail: jmossa@calaveras.k12.ca.us

Re: CUSD RFP#2052-02

Name: _____

Title: _____

Organization: _____

Street Address: _____

City: _____

State/Zip Code: _____

Work Phone: _____

Fax: _____

E-mail: _____

DISTRIBUTOR STATEMENT

DISTRIBUTOR INFORMATION

1. What is your lead time required for an order?
2. Please state your minimum delivery amounts (case quantity, weight, etc.)
3. Please explain your ordering procedures.
4. What is your procedure for notifying customers of shortages?
5. Do you have a documented HACCP plan that includes a Standard Operating Procedure for recall traceability?
Check: Yes _____ or No _____
6. What is your procedure for notifying customers of a product recall?
7. Has your firm backed out of a distribution contract to a school district(s) within the last 2 years?
If so, please explain.
8. Has your firm defaulted or been replaced at the will of a district during the school year within the last 2 years? If so, please explain.
9. Briefly describe your Food Defense plan.
10. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability?

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

DISTRIBUTOR STATEMENT

REFERENCES

Please submit three (3) references from current school district or customers.

Reference #1

School District/Customer	
Contact Person & Title	
Telephone Number	
Email address	

Reference #2

School District/Customer	
Contact Person & Title	
Telephone Number	
Email address	

Reference #3

School District/Customer	
Contact Person & Title	
Telephone Number	
Email address	

Must be submitted with RFP

NON-COLLUSION DECLARATION

TO BE EXECUTED BY AND SUBMITTED WITH BID

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

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

Date

Name of Vendor

Printed Name of Authorized Company Representative

Signature of Authorized Company Representative

This form must be submitted with REP

**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, in District-owned or leased buildings, on District property and in District vehicles.

CUSD Board Policy 3513.3, 3513.4 & 4020

DATE: _____

CONTRACTOR: _____

BY: _____

Authorized Signature

This form must be submitted with REP

**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:

- a) publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) the availability of drug counseling, rehabilitation and employee-assistance programs; and
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required 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 publish a statement notifying employees concerning the prohibition of controlled substance at the workplace,

- a) establish a drug-free awareness program, and
- b) 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 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: _____

Authorized Signature

This form must be submitted with REP

Notice to all Contractors and Subcontractors

Employment Clearance - Department of Justice

Background Clearance is required for all school district employees and employees of outside contractors before they are permitted on any school site.

The following information is a summary of legal provisions regarding employment processing of fingerprint cards through the California Department of Justice ("CDOJ"). [Education Code 45125.1.]

OUTSIDE CONTRACT SERVICES - EMPLOYEES OF ENTITIES. REQUIREMENTS

1. Requires CDOJ clearance for employees of defined outside contractors (entity). (EC45125.1a.)
2. Requires entity to not permit its employees to come in contact with pupils until CDOJ clearance is ascertained. (EC45125.1f.)
3. An entity having a contract as specified shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a felony. (EC45125.1g.)
4. The entity shall provide a list of names of its employees who may come in contact with pupils to the governing board of the school district.

The above requirements apply to all contractors and subcontractors providing services to Calaveras Unified School District.

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID CERTIFICATE

I hereby certify that my company _____ is in compliance with the above requirements of Education Code section 45125.1. I have attached a list of employees from my company who may come in contact with pupils at any school site. None of these employees have been convicted of a felony.

Authorized Signature

Date

This form must be submitted with RFP

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 bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals 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):

Printed Name

Title

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

OR

Name of Food Service Management or Food Service Consulting Company:		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (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: _____
3. Name and Address of Reporting Entity: <p style="text-align: center;">Prime Subawardee Tier _____, if known</p> Congressional District, if known:	<ul style="list-style-type: none"> • If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
<ul style="list-style-type: none"> • Federal Department/Agency: 	<ul style="list-style-type: none"> • Federal Program Name/Description: CFDA Number, if applicable:	
<ul style="list-style-type: none"> • Federal Action Number, if known: 	<ul style="list-style-type: none"> • Award Amount, if known: \$	
<ul style="list-style-type: none"> • a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): 	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
<ul style="list-style-type: none"> • Amount of Payment (check all that apply): \$ _____ actual planned	<ul style="list-style-type: none"> • Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred	

<ul style="list-style-type: none"> • Form of Payment (check all that apply): Cash In-kind; specify: Nature _____ Value _____ 	Other; specify: _____
<ul style="list-style-type: none"> • Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: <p style="text-align: center; margin-top: 20px;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
15. Continuation Sheet(s) SF-LLL-A attached: Yes No	
<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	Signature: _____ Print Name: _____ Title: _____ Telephone No: (_____) _____ Date: _____
Federal Use Only:	Authorized for local reproduction Standard Form - LLL

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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in 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 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 (No. 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 No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; 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.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, 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, D.C. 20503

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2208)

MUST BE SUBMITTED WITH BID PROPOSAL IF BID AMOUNT IS \$1,000,000 OR MORE

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – EXEMPTION

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

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

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

Authorized Vendor Signature
Prime Point of Contact

Proposal Submitted by:

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

Name: _____

Address: _____

Title: _____

City, State, Zip: _____

Company: _____

Phone Number: _____

Federal Tax ID Number: _____

Fax Number: _____

Email: _____

Signature

Date

This form must be submitted with RFP

Addendum Acknowledgement

Addenda -This bid is submitted with respect to the changes to the contract included in addendum number/s (fill in number/s if addenda have been received.)

Addendum No. <u> </u>	Dated <u> </u>
Addendum No. <u> </u>	Dated <u> </u>
Addendum No. <u> </u>	Dated <u> </u>
Addendum No. <u> </u>	Dated <u> </u>
Addendum No. <u> </u>	Dated <u> </u>

Warning: If an addendum or addenda have been issued by the administering agency and not noted above as being received by the bidder, this bid may be rejected.

Company Name

Authorized Signature/Date

This form must be submitted with RFP