



Rescue Union School District and Buckeye Union School District Joint Use Agreement Request for Proposal (RFP)

Proposal Reference (PR) Number 2019-2020-01

Distribution of Processed USDA Foods/Commercial Food Products
Dairy/Produce/Paper/Frozen Yogurt/Linen

Attn: Kim Andreasen
2390 Bass Lake Road
Rescue, CA 95672
kandreasen@rescueusd.org

Issue Date:	May 1, 2019	10:00 am
Addendum Publication	May 10, 2019	10:00 am
Deadline to receive Questions	May 13, 2019	10:00 am
Questions & Answers Released	May 20, 2019	10:00 am
Proposal Submission Deadline:	May 30, 2019	10:00 am
Expected Board Approval - Rescue	June 11, 2019	
Expected Board Approval – Buckeye	June 12, 2019	

Postings will be at Rescuecafe.org and Buckeyecafe.org

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SECTION 1: NOTICE OF REQUEST FOR PROPOSALS

Mountain Democrat Sacramento Bee	This Legal Notice is to be published on the following dates: First Publication: April 17 Second Publication: April 24
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NOTICE AND INSTRUCTION RE: REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Education for the Rescue Union School District, 2390 Bass Lake Road, Rescue, CA 95672 and the Buckeye Union School District, 5049 Robert J Matthews Parkway, El Dorado Hills, CA 95762, under a Joint Use Agreement, will receive Request for Proposal Number 2019-20 01 for the procurement of the following: Distribution of Processed USDA Food Products, Commercial Food Products, Dairy, Produce, Paper, Linen and Frozen Yogurt.

Description: The Rescue Union and Buckeye Union School Districts herein referred to as “the Districts” requests proposals in response to this solicitation. A “Vendor” also known as a distributor or a commercial food purveyor, who purchases, receives and/or stores commercial food products, related food service goods, and the handling of USDA Foods. The Vendor in turn, sells, delivers, and bills the District for the goods and/or services provided. A “Proposer” is a Vendor responding to the RFP with a proposal.

Companies interested in proposing should request appropriate documents from Kim Andreasen at the address listed below, email at kandreasen@rescueusd.org or posted online to view or download at Rescuecafe.org or Buckeyecafe.org.

This solicitation is issued with the intent to procure products and related services of a Vendor in accordance with applicable state and federal laws governing the federally funded Child Nutrition Programs which collectively refers to the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) for the District.

The District will select a winning proposal based on conditions and requirements contained herein to award the contract for the school year, beginning on **July 1, 2019** and ending **June 30, 2020**.

Proposal Deadline: May 30, 2019 by 10:00 A.M. Pacific Daylight Time.

Proposals will be accepted up to, and no proposal may be withdrawn after, the due date and time for submission. Time is Pacific Daylight Time as indicated on the designated clock at the Rescue Union School District office or Buckeye Union School District Office. Proposals that arrive after the required time will not be considered. It is the responsibility of the Proposer to ensure that the proposal arrives at the required location by the required time. Submitted proposal shall remain valid for (30) days from the proposal deadline.

If District determines that there is a discrepancy in or omission from this solicitation prior to the proposal deadline, an addendum will be issued by May 10 at 10:00, and will be posted at rescuecafe.org and buckeyecafe.org websites. All bidders will be responsible for obtaining any addendums or revisions to the project.

Communication Inquiries: All communications regarding this solicitation document should be directed in writing to:

District Contact Person: Kim Andreasen

Contact Person Title: Director of Food Services

Contact Person Phone #: (530) 672-4445

Contact Person email: kandreasen@rescueusd.org

Email: Email is the preferred form of communication for questions and inquiries regarding this RFP.

Note: District’s email system has a very restrictive security system. District will send a “*Confirmation of Receipt*” to email senders for all email received as a result of this solicitation. If a *Confirmation of Receipt* to your email has not been received within two (2) business days (responses will be posted on a later date), contact the District’s Contact Person identified in this section of solicitation.

Deliver Proposals to either of the following location:

Rescue Union School District

Attn: Kim Andreasen
2390 Bass Lake Road
Rescue, CA 95672

Buckeye Union School District

Attn: Kim Andreasen
5049 Robert J. Matthews Parkway
El Dorado Hills, CA 95762

Fair and Open Competition: This solicitation is intended to promote fair and open competition. If the language, specifications, terms, and conditions or any combination thereof restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested Proposer to notify Kim Andreasen, in writing at the Rescue Union School District, 2390 Bass Lake Road, Rescue, CA 95672; so as to be received within five (5) business days after the date the solicitation is issued by the District. The Solicitation may or may not be changed, but a review of such notification will be made prior to the award of the contract.

Submission of Proposals: Proposers must sign and complete all attachments, including flash drive, in response to this solicitation. Proposers must deliver or mail sealed proposals to the address above by the due date and time as stated in the solicitation. It is the proposer’s responsibility to ensure and confirm that its proposal is received by the deadline, no exceptions.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS RFP TO BE CONSIDERED RESPONSIVE AND ELIGIBLE FOR A CONSIDERATION FOR AWARDED CONTRACT. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

Please Note: Proposers submitting or who submit incomplete proposals will be ineligible for evaluation and selection for an awarded contract. See list of documents which must be completed and submitted with your proposal to be considered responsive on Documents Required Checklist on Page 33

Vendor Pricing Form (Product Lists): The Product List is attached hereto as “Vendor Pricing Form” (Attachments B –Each tab on document is one Pricing Form). Proposers must submit pricing for a minimum of 75% of the products listed to be considered responsive. Any items not being included in proposal shall be lined out by the Vendor making the proposal. Proposers may choose to respond to one or all of the Product Lists attached to this RFP. Proposers will need to complete, sign, and return this “Vendor Pricing Form” and the “Proposer Contact Information” along with all other required documents to be considered a responsive proposal.

- All products proposed shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county, city laws, and ordinances for their production handling, processing, marketing, and labeling. Standard industry pack is to be provided.
- Proposer certifies that prices are the lowest offered any comparable customer and the District will be given the benefit of any lower prices or price decreases during the term of the contract. Prior to June 30, 2020, the vendor may submit updated pricing for one additional year. Price increase requests must document cost increase or raw materials to the vendor only.

Vendor Pricing Form (Attachment B) Instructions:

1. Fill form out completely. No Blanks! If not pricing an item line through it. Make sure an authorized representative of the company has signed the form.
2. Fixed Prices shall be for whole items in full cases
3. RFP pricing is to be extended to no more than four (4) decimal points.
4. Submit this form with the RFP response by May 30, 2019 at 10:00 A.M. PDT.

SECTION 2: SCOPE AND PURPOSE

Scope: The purpose of this solicitation is to solicit proposals and award a contract to a Vendor for products and services described herein: (Vendor Pricing Form Attachment B)

Requirements: Proposer must submit One (1) original, and (1) copy of the proposal, including flash drive, to be mailed or delivered in a sealed envelope to one of the stated addresses below and identified as **Proposal Number: 2019-20 01 Distribution of Processed USDA Foods/Commercial Food Products/Dairy/Produce/Paper/Frozen Yogurt/Linen**. The word **“Original”** shall be plainly stated on the original proposal. The cost of preparing and submitting a proposal is the sole responsibility of the proposer and shall not be chargeable in any manner to the District. The contents of any proposal shall not be disclosed or made available to competing entities during the evaluation process. Proposal documents must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite by the person or persons signing the proposal. Responsibility for errors or omissions on the part of the Proposer will not be assumed by the District.

RFP's must be received by the Rescue Union School District Office, 2390 Bass Lake Road, Rescue, CA 95672 or Buckeye Union School District Office, 5049 Robert J. Matthews Parkway, El Dorado Hills, CA 95762 no later than Thursday: May 30, 2019, 10:00 A.M. Pacific Daylight Time. Emailed or Faxed RFP's will not be accepted.

The District intends to award one Agreement for the Scope of Services (“Agreement” or “Contract”) to the most qualified proposer(s) for each RFP solicited.

Amendments and Modifications: The District reserves the right to modify the awarded contract by mutual agreement between the Districts and selected Vendor, so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by issuance of a written authorization amendment by the District.

Term of Contract: The initial awarded contract period shall be July 1, 2019 to June 30, 2020. Both parties to the awarded contract will agree to enter into this awarded contract for a one-year period. However, upon mutual consent between Rescue Union, and Buckeye Union School Districts, as Joint Use Agreement, and the awarded Vendor, this bid may be extended (by mutual consent expressed in writing) for up to four (4) additional one (1) year increments (total potential bid life of five (5) years from Board of Education award). Such renewal will be made by notifying the Distributor, in writing, thirty (30) days prior to the expiration of the contract. Contract not to exceed through **June 30, 2024**. Quoted prices must stay in effect for one (1) year beginning on July 1, 2019 through June 30, 2020.

The extension may be granted on a year by year basis provided that the District has deemed the products and services of the vendor satisfactory. Agreement prices that are subject to increase for each period shall be based upon percentage increase in the annual Consumer Price Index (C.P.I.) for all urban consumers for the specific index to be reviewed is the C.P.I. San Francisco, California, not to exceed five percent (5%). The adjustments to the agreement rate (prices) schedule, if any, shall be evaluated by using the percentage of change between the previous year and the current year's Consumer Price Index published by the U.S. Department of Labor's Bureau of Labor Statistics. The specific index to be reviewed is the C.P.I. for San Francisco, California - each year using the “Special Aggregate Index” category of “All Items Less Shelter” under the “All Urban Consumers” column., comparing the current year February to the prior year February rates, typically released in the month of March. The price change should be presented in writing not less than 90 days prior to the contract renewal date.

Vendor Agreement: Selected Vendor will need to sign the awarded contract upon notification by District. This awarded contract will

represent the contractual requirements listed in the RFP, attachments to the RFP, amendments to the RFP, and selected Vendor’s proposal. Failure to execute the awarded contract will disqualify winning Proposer and the next most responsible, responsive Proposer with the next highest scoring points will be selected.

Minimums: Products will be ordered on an “as needed” basis. Vendors must state in their Proposal if minimums are required. Orders requiring minimum amounts of product per shipment or minimum dollar amount per shipment may affect RFP awards.

Delivery: With the Exception of Milk, which will be delivered to each school site, Products will be delivered to the Districts at the following Addresses within the scheduled time listed below:

Locations:	Rescue Union School District Central Kitchen 2540 Green Valley Road Rescue, CA 95672	Buckeye Union School District Central Kitchen 4561 Buckeye Road Shingle Springs, CA 95682
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All Deliveries must be completed between 5:00 A.M. – 12:30 P.M., unless other arrangements are agreed to by the District.

Refrigerated foods must be delivered in a refrigerated vehicle and received in containers at or below 40 degrees Fahrenheit. Frozen foods must be delivered in a clean vehicle that has a freezer and received in a frozen state. All vehicles must be clean and free from any foreign substances that may contaminate the products being delivered. All goods must be delivered in good condition. Deliveries will be checked for temperature controls. Items received over the allowable temperatures will be rejected.

Shipments must be made in amounts mutually agreed upon by the Food Service Department and vendor. The shipments are to be grouped and separated by dry, frozen and refrigerated products. Shipments will be made to each district Central Kitchen, with the exception of Milk which will be delivered to all school sites. For Milk/Dairy deliveries, see Site List for each district included with the Milk/Dairy RFP

SECTION 3: PROPOSER QUALIFICATIONS AND RESPONSIBILITY

Requirements:

1. The District is looking for one or more Vendors to provide the products and services listed in this RFP.
2. If Proposer is unable to provide products or services to the District, Proposer must succinctly define what can and cannot be provided including the reason. The District will determine if the request is accepted. If the request is denied, the proposal may be rejected.
3. In case of default by selected Vendor, the District, after due notice, may procure the necessary supplies from other sources and hold selected Vendor responsible for any excess cost, including costs related to procurement (e.g. cost of labor and supplies).
4. Continuous instances of product unavailability may result in termination of the contract and removal of Proposer from the vendor list at the sole discretion of the District.

Compliance Requirements: Proposers will need to comply with applicable requirements set forth in federal and state regulations including policy and instructions issued by the U.S. Department of Agriculture (USDA) and the California Department of Education (CDE). The applicable regulations are 7 CFR 210 (National School Lunch Program), 7 CFR 220 (School Breakfast Program), 7 CFR 250 (Food Distribution Program), 7 CFR 200 (Super Circular).

The District reserves the right, at any time after opening and prior to award, to request from any Proposer clarification, address technical questions, make site visits, review past performance or to seek or provide other information regarding Vendor's proposal. This process may be used for such purposes as providing an opportunity for Proposer to clarify the proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of Proposer. The District will not consider information received if the information materially alters the content of the proposal or alters the type of goods and services Proposer is proposing to the District. An individual authorized to legally bind Proposer shall sign responses to any request for clarification.

Issuance of this RFP in no way constitutes a commitment by the District to award any contract of agreement. This RFP is designed to provide Proposer with the information necessary to prepare a competitive proposal. It is not intended to be comprehensive and each Proposer is responsible for determining all factors necessary for submission of a comprehensive proposal. An RFP may be rejected for various reasons, including but not limited to any one of the following reasons:

1. Proposer fails to deliver the proposal by the due date and time.
2. Proposer fails to respond to the District's request for information, documents, or references within the time specified.
3. Proposer's response limits the rights of the District.
4. Proposer's response materially changes a product or service requirement.
5. Proposer fails to include information necessary to substantiate that it will be able to meet a product or service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability: representations of future developments will not satisfy the requirement.
6. Proposer provides misleading or inaccurate responses.
7. Proposer initiates unauthorized contact regarding the RFP with the District or employees/agents of the District.
8. Proposer presents the information requested by this RFP with the District in a format inconsistent with the instructions of the RFP.
9. Proposer fails to include any signature, certification, authorization, stipulation, disclosure, guarantee or other item requested in this RFP.

RFP Acceptance or Rejection: This RFP does not commit the Rescue Union and Buckeye Union Joint Use Agreement to award a contract, to pay any cost incurred in the preparation of this RFP or to procure contract for services or supplies. The District reserves the right to reject any or all proposals received in response to this RFP and to cancel this solicitation at any time if it is in the best

interest of the District. All submitted RFP's and information included therein shall become public records upon delivery to the Rescue Union School District . All firms submitting a RFP should note that the execution of any contract would be contingent upon governing board approval.

Board Contact: No business entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the RFP process of any project on which the business entity intends to or has submitted a RFP. Any vendor violating this policy shall be deemed disqualified from the RFP. Should such contact come to light after the RFP is awarded and the entity was deemed the successful Proposer, the board reserves the right to cancel any contract awarded, in which case, the vendor shall be liable for any damage incurred by the District. The board shall exercise its best judgement for the benefit of the District in making a decision whether to proceed or not, depending on all of the facts and circumstances.

Governing Law and Venue: In the event of litigation, the RFP documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in Sacramento County or El Dorado County.

RFP Protest: The District will follow its bid protest process for purposes of this RFP. Any proposer may file a protest against the award of the Contract to any other Proposer. The protest must be in writing, filed within five (5) business days after receipt of notification of the contract award. The Proposer shall submit all documents supporting or justifying the protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Further, the failure to comply with these protest requirements will constitute a waiver of the right to challenge and forever bar the proposer from challenging, whether before the District or any administrative or judicial tribunal, any particular RFP(s), the RFP process or any ground not set forth in the protest. The District shall review the documents submitted with the Proposer's claims and render a decision in writing within 30 business days.

Patents: The Proposer shall hold the Rescue Union and Buckeye Union School Districts, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, Manufacturer, or author) of any copyrighted or un-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this RFP.

SECTION 4: ADMINISTRATIVE INFORMATION

Estimations: Districts have to the best of their ability, provided estimates to Proposer for products and related services it intends on ordering. The total purchasing estimates are based on usage from the previous year. The Districts will not guarantee any minimum utilization or compensation to be paid to a Proposer.

Competitive Pricing: The pricing is for the 2019-2020 school year. Proposer must complete the “*Vendor Pricing Form*”, (Attachment B). Proposers are encouraged to submit the most competitive pricing possible because the District will be soliciting multiple proposals from proposers to achieve the lowest possible costs for the specifications and requirements outlined in this solicitation. If for any reason this solicitation has limited Proposer’s ability to provide a competitive proposal then contact District as directed in the cover letter to explain.

Pricing: All products will be priced as Proposer’s cost plus a fixed handling charge. Pricing submitted for all products will be net price, F.O.B. destination, and full service. The evaluated prices will be price per unit, not price per case. The unit price offered should contain four points (.0000) beyond the decimal. The extended price shall be rounded to the nearest whole cent (5 or greater shall be rounded up and 4.9 or less shall be rounded down).

Case Price: Basis for case price (cost) is current prices for date of May 1, 2019 (date that the District would like to review proposed pricing). If product was not purchased on this date, a manufacturer’s price sheet signed by the authorized manufacturer’s representative or official manufacturer’s confirmation letter may be used prior to the proposal opening. Prices must be entered on the “*Vendor Pricing Form*”. The District may request copies of invoices, price sheets, or confirmation letter prior to award of the contract.

- a. Prices quoted shall be the NET Price that Proposer will pay.
- b. Cost should be locked with packers/manufacturer for the greatest extent of time to avoid price increases for contract duration.
- c. Prices shall be based on delivery to Proposer’s warehouse. Freight rates shall normally be in carload or truckload quantities of straight or mixed products, except for very small volume products, which may be drop shipped. Freight arranged by Proposer will not exceed the rates established by nationally recognized common carriers.
- d. Official Manufacturer confirmation letter must be maintained on file with the selected vendor for audit purposes.
- e. Allowances intended for the end user, such as, promotion allowances, bill backs, or other purchasing incentives MUST accrue to the benefit of the District. Evidence of such discounts or allowances, e.g...., one free with 10, or proposal allowances, the benefits of which shall accrue to the District. Self-funded allowances will be expected to be on-going. **In the narrative section, explain any volume discounts or allowances which are from monies other than manufacturers or packers allowances.** Record all allowance, source of allowances, and Allowance Good Thru dates on “*Vendor Pricing Form*”.
- f. Allowances, intended for the selected Vendor, such as, payment arrangements or marketing dollars, shall accrue to the benefit of the Vendor.
- g. Individual product rebates may either be filed by the District or selected Vendor, but will be paid only to the District. The selected Vendor will provide the tracking report, if requested.
- h. Submit, with the proposal, a list of all product which:
 - i. Are firm for the entire SY, calendar year, or specified period of time.
 - ii. Proposer cannot provide for the SY.
 - iii. Is special order including lead time?
 - iv. Are Proposer processed products, such as cut up fruit/vegetables? The price of the product charged must be based on an independent market bulletin. The selected Vendor shall keep the market bulletin which served as the basis

for the cost and the calculation for this proposal on file for audit purposes.

When a product unit is stated as case, decimals should be carried two (.00) places. For units as pound, decimals should be carried three (.000) places. For items in a unit of each or partial case, decimals should be carried four (.0000) places.

Handling Charge: Includes but is not limited to procurement, handling at Proposer's warehouse, overhead, delivery, and profit. In the narrative section, explain how handling fee is determined. The handling fee is fixed for the length of the contract plus any renewals regardless of manufacturers/suppliers invoice prices. Proposers may propose a different handling fee for different product categories or different products within categories.

- a. Proposer shall propose a dollars and cents handling fixed fee per case to two decimal places, for example: \$1.25.
- b. The handling charge applied to a product shown in the Vendor Pricing Form shall also apply to all other pre-approved brands within the product specification in the event of substitution.
- c. Handling charges for broken cases shall be prorated based on the number of units ordered from the full case. The District will keep broken case orders to a minimum; broken case orders shall consist largely of seasonings, condiments, fresh produce, and some non-food products. To arrive at the price for broken cases, the selected Vendor shall divide the number of units in a full case into the per-case selling price, including the pro-rated handling fee.
- d. In the narrative portion, Proposer should describe the prompt payment and volume discount allowances proposed.

Allowable Costs (discount, rebate, and other applicable credit): In accordance with applicable federal regulations, for all costs reimbursable contracts awarded by the District:

1. In the event a cost reimbursable contract is entered into by the District, only allowable costs will be paid from the nonprofit school food service account to the Vendor; net of all discounts, rebates, and other applicable credits accruing to or received by the selected Vendor or any assignee under the awarded contract.
2. The selected Vendor must separately identify each cost submitted for payment to the District:
 - a. the amount of that cost that is allowable (i.e., can be paid from the nonprofit school food service account) and the amount that is un-allowable (i.e., cannot be paid from the nonprofit food service account); or
 - b. the selected Vendor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records management process have been established that maintain the visibility and transparency of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.
3. The selected Vendor's determination of its allowable costs must be made in compliance with the applicable federal, state, and local regulations.
4. The selected Vendor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the District for payment and individually identify the amount as a discount, rebate, or in case of other applicable credits, the nature of the credit. The District may permit the selected Vendor to report this information on a less frequent basis than monthly, but no less frequent than annually. The selected Vendor must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract which are not reported prior to conclusion of the contract.
5. The selected Vendor must maintain documentation of costs and discounts, rebates, and other applicable credits and must furnish such documentation upon request by the District, the CDE, or USDA.
6. No expenditure may be made from the non-profit school fund service account that permits or results in the selected Vendor receiving payments in excess of the Vendor's actual, net allowable costs.
7. **Evaluation of Rebates, Discounts, and Credits:** Proposer will be evaluated on its transparency as well as its performance and success in negotiating and returning rebates, discounts, and credits received by Proposers, other manufactures and vendor, or companies related to products and services described in this solicitation and resulting awarded contract. Any such rebates, discounts, and credits must accrue to the benefit of the District (See "Reference: CFR § 210.21 Procurement" below). This

includes any District rebates, discounts, and credits which are contracted out to a third party for management, handling, payment, and/or processing.

Rebates, discounts, and credits may include but would not be limited to any amount paid by way of reduction, credit, discount, return, refund, financial incentives, price concessions, and other instruments of value (such as reduction in pricing on non-District related purchases where District purchases were considered), or other direct or indirect remuneration from manufacturers/vendors or others persons that are related to, directly or indirectly influence or affect what has already been paid or will be made payable with funds from the District's nonprofit food service account.

In a narrative the Proposer must:

- a. Describe how it manages, reports, and negotiates rebates, discounts, and credits.
- b. Provide an estimate of rebates, discounts, and credits the District should receive during the course of the contract if Proposer won the contract based on estimates provided.
- c. Describe what differentiates your company from other Proposers in terms of rebates, discounts, and credits.
- d. Describe if rebates, discounts, and credits funds are audited by an independent auditing organization to insure they are paid in accordance with your company's contracts and accordance with applicable federal and state requirements.

Compliance with 7 CFR § 210.21 Cost Reimbursable Contracts: selected Vendor must be able to comply with CFR § 210.21 Procurement. (f) Cost reimbursable contracts, which states the following:

(1) *Required provisions.* The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(I) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority:

(ii) (A) The contractor must separately identify for each cost submitted for payment to the school food authority that amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The Contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State Agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequency than annually.

(v) The contractor must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

SECTION 5: PRODUCT REQUIREMENTS

General Requirements: All products shall conform to the minimum requirements of federal and state regulations. These requirements included, but are not limited to cleanliness, safety, weights, fill of containers, drained weights, and contamination.

1. To be considered compliant with this RFP, the proposer will respond to a minimum of 75% of all products listed on the Product List they wish to be considered for.
2. All food products proposed by the Proposer and supplied by selected Vendor will comply with standards of identity, quality, and fill and drained weights as described in relevant federal and state regulations.
3. All foods, especially temperature controlled foods, will be handled according to the latest federal and state food codes that govern the products.
4. With respect to any products which are misrepresented, the supplier whose name and address appears on the package is the responsible party. Selected Vendor is expected to take immediate action to correct any situation in which product integrity is violated.
5. In the case of quality disputes, the manufacturer may be required to provide an independent or third party laboratory analysis to justify the grade.
6. Random sampling and testing of products will be performed by the District. Should any product fail to meet specification, quality, or condition as awarded, the District will require the selected Vendor to remove any such products from all District locations, provide full credit for the total value of removed product, and reimburse the District for any costs.
7. **Nutrition Standards in the National School Lunch Program and School Breakfast Program:** All products shall conform to NSLP, NSB, and other federal and state regulated nutritional programs (including new meal patterns) in which the District participates. Selected Vendor will need to work with the District to achieve compliance with changes to program standards as they relate to products and services provided by the selected Vendor to the District.
8. If **product origin** is not listed on the case or broken cases, selected Vendor will be required to provide country of origin when the District requests the information.
9. **Whole Grain Requirement:** All grain products served in the NSLP/SBP must be credited based on per-ounce equivalent USDA standards. Products must be made from 51 percent or more whole grain with all remaining grains being enriched.
10. **Substitutions:** All substitutions require the prior approval of the District. If selected Vendor is temporarily out of stock of a particular product, an equal or superior product at an equal or lower price may be delivered as long as prior approval has been received. If alternate product of equal value is quoted in response to this RFP, the Proposer must provide full description, manufacturer's code number and pack information. Vendor must furnish samples upon request.
11. **AB 626 Smart Snack in School:** All snacks and beverages must meet the AB 626 Smart Snacks in School Federal and State Regulations effective 7/1/2014.
12. **Material Safety Data Sheets (MSDS):** The District requires MSDS for all chemicals. As required by the District, MSDS must be compiled by selected Vendor into a book at the District's location or in an electronic medium by July 15, 2019. The District will choose the appropriate medium and may choose to receive both paper and electronic form. **Failure to provide MSDS may be grounds for termination of the contract.**
13. **Product Formulation Statements:** The District requires Product Formulation Statements for all food products that do not have a Standards of Identity. These Product Formulation Statements must be made available electronically at all times and be the most up to date statement from the manufacturer. The selected Vendor is required to provide the nutritional analysis and CN or Manufacturer's documentation upon request, which verifies product's contribution to the National School Lunch and Breakfast meal Programs. The information must contain the following:

Calories	Cholesterol	Thiamin B1	Dietary Fiber	Protein
Fat Totals	Calcium	Vitamin A (Total)	Sugar	Sodium
Carbohydrates	Iron	Vitamin C	Saturated Fat	

Ordering Procedures:

- The District prefers an on-line ordering process.
- If possible, selected Vendor must block non-proposed products from electronic ordering systems available to the District.
- Ordering shall be in full-case quantities whenever possible. Broken cases will be kept to the minimum.
- Orders will be transmitted electronically or by fax as mutually agreed upon by selected Vendor and the District.
- Selected Vendor may be required to provide assistance to District to set-up and utilize existing technology by providing computer software and training for online account management.
- Every effort must be made to implement efficient use of current computer/internet capabilities for purchasing.
- Selected Vendor will train selected District staff on use of system at no additional cost to the District.
- Sales to any individuals (non-District) using the awarded contract is strictly prohibited.
- Sales to District’s sponsored groups using the awarded contract may be authorized only by the District.

BUY AMERICAN: Rescue Union and Buckeye Union School Districts are in support of the Richard B. Russell National School Lunch Act (NSLA) Buy American provision and encourage strengthening enforcement of this important requirement. This provision greatly benefits the American agricultural economy and ensures the quality of the food our Nation’s children are receiving in school.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 *United States Code* Section 1760[n]), that requires all school food authorities (SFA) to purchase, to the maximum extent practical, domestic commodities or products. Section 12(n) of the NSLA defines a domestic commodity or product as an agricultural commodity (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed product (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains a meat/meat alternate and grain component) that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial means that over 51 percent of the final processed product consists of agricultural commodities that are grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

When funds are used from the nonprofit school food service account, SFAs must ensure that procurement transactions for food products comply with the Buy American Provision requirement in 7 *CFR*, sections 210.21(d) and 220.16(d), whether food products are purchased by SFAs or entities that are purchasing on their behalf.

Note: The SFA is not required to adhere to the domestic requirement for foods that are not creditable food components.

The **Rescue Union and Buckeye Union** FSD will ensure that the solicitation and contract language include the requirement for domestic agricultural commodities and products and retain records documenting any exceptions in advance of accepting deliveries. Implementation of the Buy American Provision by **Rescue Union and Buckeye Union** FSD will be ensured by:

- Including the Buy American Provision requirement in bid specifications, IFBs, RFPs, contracts, purchase orders, and other procurement documents issued
- Monitoring the contract to ensure that the domestic products solicited are the ones received

- Requiring suppliers to provide certification of domestic origin for all food products, from bids and proposals through receipts and invoices
- Conducting monthly reviews on storage facilities to ensure the domestic products received are the ones solicited for and awarded.

Exceptions to the Buy American Provision should 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 Memo 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
- Competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product

Note: Ingredients used to flavor, enhance, or prepare products (e.g., herbs, condiments, salad dressing) are not considered components that contribute to a reimbursable meal and should not be considered when determining the percent of domestic food components by weight or volume.

The **Rescue Union and Buckeye Union** FSD or vendor must document exceptions to the Buy American Provision requirement prior to accepting each and every nondomestic agricultural commodity or product. This documentation must be on file for at least three years including the current school year, or until the next CDE review, and must be made available during an on-site administrative review and an off-site procurement review.

The documented exception will include the following:

- A description of the nondomestic item
- Alternative domestic commodities or products that the **Rescue Union and Buckeye Union** FSD considered or the vendor offered and the reason why they were not substituted for the nondomestic item
- A synopsis of what third-party verification (e.g., USDA Agricultural Marketing Service [AMS] Run a Custom Report web page at <https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice> was done by the vendor or the **Rescue Union and Buckeye Union** FSD to determine cost and availability
- Documentation by the vendor or the **Rescue Union and Buckeye Union** FSD outlining the price of both domestic and nondomestic commodities or products or lack of availability to justify the exception
- The dates that the: (1) vendor informed the **Rescue Union and Buckeye Union** FSD of the nondomestic commodity or product, (2) **Rescue Union and Buckeye Union** FSD agreed to accept this food item in advance of delivery, and (3) commodity or product was received by the **Rescue Union and Buckeye Union** FSD

Selected Vendor shall notify District in advance of delivery of any product not compliant with this requirement. Product(s) delivered to the District which are not compliant with this requirement will be returned and invoice(s) for those items will not be paid.

SECTION 6: STANDARD TERMS AND CONDITIONS

Terms and Conditions: Selected Prime Vendor must be fully acquainted with terms and conditions relating to the scope and restrictions involved in the execution of the work as described in the solicitation. Failure or omission of selected Vendor to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this solicitation.

Reservation of Rights: The District expressly reserves the following:

1. The right to reject proposals.
2. The right to reject any part of the proposal not meeting the specifications set forth herein.
3. The right to waive any irregularities and technicalities and, at its sole discretion, may request clarification or other information to evaluate any or all proposal.
4. The right to re-award the solicitation to another Proposer in the event the Proposer to whom a contract is awarded defaults in executing the formal agreement.
5. The right to accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary issue a new solicitation or take other action as the District deems appropriate in the best interests of the District.
6. The District reserves the right to cancel immediately any awarded contract for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel or that seriously affects the quality of the service and to hold the Vendor in default if he has caused such condition to arise.

Proposer has the right to withdraw its proposal if District changes the type of award as described herein.

Payment Method: Payment will be made directly to the selected Vendor within 30 days of invoice.

Proposer may provide incentives for early payment of invoices. These incentives will not be considered in the evaluation of the proposal but will be noted in the awarded contract.

Invoicing: The selected Vendor must provide a duplicate delivery invoice at each delivery showing the quantity of products delivered. This invoice must be signed and dated by Food Service Employee receiving the product at each delivery.

Credits: Credit memos will be issued for products that do not meet District standards, items not received, and pricing discrepancies.

The Vendor shall issue credits for products that do not meet the District standards such as:

- Product Quality
- Food Safety
- Sanitation
- Specifications set forth in this RFP

Taxes: Price quoted shall not include state and federal taxes from which the District is exempt. The necessary exemption certificate will be furnished by the District upon the Proposer's request.

Recordkeeping: Any and all documents, books, records, invoices, and/or quotations of District's purchases shall be made available upon demand, in an easily accessible manner for a period of at least three (3) years from the end of the contract term to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the District, state, and federal representatives and auditors in accordance with federal regulations. Selected Vendor must ensure any such records held by a subcontractor are likewise subject to these provisions.

Fingerprinting: Education Code section 45125.1 applies to this Agreement. Responder will certify that, pursuant to Education Code Section 45125.1, Responder will have conducted the required criminal background check of all its employees who may have contact with District pupils or unsupervised access to any District campus and shall certify that none of those employees have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). Upon verification from the DOJ that those persons fingerprinted have no record of a serious or violent felony, the Responder will so certify by signing and submitting to the Governing Board of the District the certification form attached. Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by the DOJ as certified by the

Contractor shall constitute grounds for termination of this Agreement.

Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded: Proposer certifies (See attachment: "SUSPENSION AND DEBARMENT CERTIFICATION") neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Selected Vendor should consult Executive Orders 12549 and 12689. For additional information, selected Vendor should check <https://www.epls.gov/>, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties which are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefit.

Lobbying: Proposer must certify (See Attachment: "LOBBYING CERTIFICATION" and Attachment: "DISCLOSURE OF LOBBYING ACTIVITIES") No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, or in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C 1352.

Attorney's Fees: In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to costs, such sum, as the court may adjudge reasonable as to attorney's fees and costs.

Access to Records: Access shall be granted by selected Vendor to the District, State Agency, USDA, Comptroller General of the United States, or any other duly authorized entity or any of their duly authorized representatives to any books, documents, papers, and records of selected Vendor, which are directly pertinent to the contract for the purpose of making audit, examinations, excerpts, and transcriptions. The District may conduct audits to validate costs and compliance with agreement terms and conditions.

Inspection of Public Records: All information received from selected Vendor shall be subject to inspection once the contract is awarded under California Public Records Law (C.G.C. §§ 6250 through 6276.48)

State and Federally Required Contractual Provisions: The selected Vendor must have obtained, and will continue to maintain during the entire term of the awarded contract, all permits, approvals or licenses necessary for lawful performance of its obligations under the awarded contract. In addition, selected Vendor is responsible to abide by all applicable federal and state laws and policies of the CODE, as applicable, when providing services under the awarded contract, including but not limited to:

State and Federally Required Contractual Provisions (Continued):

1. **Equal Employment Opportunity:** Selected Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E. O. 11375, Amending Executive Order 11246 Relating to Equal Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.
2. **Labor and Civil Rights:** Selected Vendor shall comply with the applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with selected Vendor's performance of work under the awarded contract, selected Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Selected Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a and 15b; the Americans with Disabilities Act; and FNS instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
3. **Duty to Protect:** Selected Vendor shall not knowingly send any employee, agent or subcontractor personnel who is a registered sex offender or who has been convicted of sexual abuse to District's location, building, or District's property when students are attending school or school related activity. Selected Vendor shall make periodic criminal history records inquiries as authorized by the State of California enactment of Megan's Law (enacted in 1996 Penal Code § 290.46).
4. **Smoking:** Selected Vendor shall comply with all prohibitions on smoking in District facilities and grounds pursuant to federal, state and local laws or policies.
5. **Drug Free Workplace:** The Drug-Free Workplace Act of 1988 requires any companies with contracts or grants with a value of \$100,000 or more or individuals with any grant or contract from a U.S. Federal Agency to be subject to the rules of the act. Affected vendors will be asked to sign a Drug-Free Workplace Act Compliance form as part of the requirements of this RFP. If it is determined that a company or individual is in violation of the Drug Free Workplace Act it shall be cause for termination of the awarded contract.

6. **Unauthorized Workers:** The employment of unauthorized workers by selected Vendor is considered a violation of federal and state law. If selected Vendor knowingly employs unauthorized workers, such a violation shall be cause for termination of the awarded contract.
7. **Clean Air Act and Energy Policy and Conservation Act:** Selected Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Selected Vendor shall report all violations to the District and to the relevant federal or state agency as appropriate.

Insurance: Proposer shall be an independent contractor and not an agent or employee of District under this agreement. Proposer shall be responsible for any damage, loss, or other claim arising out of the performance of its services, or goods provided. Prior to commencement of services and goods provided and during the life of this Agreement, Proposer shall provide the District with a current certificate of insurance. Certificate shall show evidence of Worker's Compensation, Vendor's general liability insurance coverage, and policy should include motor vehicle insurance, in a sum not less than \$1,000,000.00 per occurrence, and such certificate or policy shall name the District as an additional insured. Proposer shall provide evidence of coverage upon execution of this Agreement.

Proposer agrees to defend, indemnify and hold harmless the District and its directors, agents, employees and guests against any claim or demand arising from any actual or alleged act, error or omission by Proposer or by any person, firm or corporation employed directly or indirectly by Proposer or by any of the individuals participating in or associated with Proposer, however, caused; and any claim or demand arising from any actual or alleged act by any person, firm or corporation, caused by any act, neglect, default or omission, of Proposer, or any person, firm, or corporation directly or indirectly employed by Proposer upon or in connection with this Agreement, or any other persons/parties performing services arising out of or in the course of the term of this Agreement, and Proposer at his/her own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings that may be instituted against the District for any such claim or demand, and fully and completely pay or satisfy any judgement that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

Nothing herein provided shall be construed to require the Proposer to hold harmless or indemnify the District for liability or damages resulting from the sole negligence or willful act or omission of the District or its officers, agents, or employees.

Proposer is not an employee of the District and District shall not indemnify Proposer in any such claim. Proposer is responsible for carrying their own worker's compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Proposer to account for all of the above and Proposer agrees to hold District harmless from all liability for these taxes.

Property Damage Liability: Selected Vendor shall maintain insurance covering all owned, non-owned, and hired vehicles. The policy limits of such insurance not are less than \$1,000,000.00 combined single limit each person/each occurrence.

Comprehensive General Liability: Selected Vendor shall maintain Comprehensive General Liability insurance that shall protect prime Vendor and District from claims of bodily injury or property damage which arise from performance under the awarded contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000.00 combined single limit each occurrence/annual aggregate.

Food Laws: Selected Vendor shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. District may inspect selected Vendor's facilities and vehicles, selected Vendor must have documented their company's compliance with Good Agricultural Practices (GAPs), Standard Operating Procedures (SOP), Sanitary Standard Operating Procedures (SSOPs), and Good Management Practices (GMPs) for farm and field operations, packing facilities, cold storage operations, produce shippers, and their distribution facilities, if appropriate.

Food Recall: Selected Vendor shall be expected to voluntarily comply with all federal, state and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Proposer shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the District and assurance that unsafe products are identified and removed from the District site(s) in expedient, effective, and efficient manner. Selected Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

Biosecurity: Proposer must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration, and under the USDA, Food Safety and Inspection Service.

SECTION 7: EVALUATION OF PROPOSALS

Evaluation: Proposals that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. The District evaluation team will review the proposals using the evaluation criteria found in this solicitation. In addition, the evaluation team will conduct a pre-award audit, and check references.

The District will evaluate each proposal independent of other proposals. As part of the evaluation process, the District may request samples, for example NEW products and any substitutions.

1. Samples requested will be a full or partial case.
2. Samples may be unboxed and unlabeled when requested for testing.
3. Samples for testing may be billed to the party conducting the test, if required.

Product samples required for testing purposes will be requested by the District’s designated contact person. Product samples are to be delivered to the specified party(s) within ten (10) business days of the request to appropriate site(s).

Award Criteria			
<i>Evaluation Criteria</i>	<i>Review Criteria</i>	<i>Submission Requirements</i>	<i>Point Value</i>
Price	Best possible pricing for the District. Bidders should complete the Vendor Pricing form (Excel spreadsheet) thoroughly and in a manner to ensure transparency of the elements of the cost structure so that it can be easily understood, explained and audited. The bidder proposing lowest cost overall will be assigned 40 points)	Completed Vendor Pricing Form	40
Quality & Grade of Products	Products offered meet State and Federal National School Lunch and Breakfast guidelines for quality, grade and nutrition requirements.	Include packaging and product identification on any substituted items included in this RFP.	20
Product Availability and vendor’s ability to accept On-Line ordering. References. Company Sustainability	History of product availability to the District on past orders placed with vendor, if available, and/or reference check findings. Special Ordering of products is not required. Products are kept in stock. On-Line ordering available. Bidder should have an integrated operation including evidences that the proposing firm will continue to operate successfully throughout the term of any Perishable Contract it accepts. Bidder should have a robust level of financial capability sufficient to handle contracts as large as any Perishable Contract is likely to be and on a multi-year basis.	Attachment D: Proposer Contact information and Reference list contains at least (3) references. Vendor Ordering Policy attached.	20

<p>Customer Service & Delivery</p>	<p>History with District, if available and reference check to confirm vendor's history of delivering products in a timely manner, in good condition at the correct temperatures. Bidders should demonstrate their ability to promptly respond to request for information, and resolve complaints and issues. Customer service staff should be easily accessible for inquiries or issues. Bidders should be able to provide marketing strategies to assist the Districts in promoting school meal programs.</p>	<p>Service and Delivery Policy</p>	<p>10</p>
<p>Food Safety Program (HACCP Plan)</p>	<p>Vendor has adequate controls in place to effectively manage a food recall. Vendor has an adequate food safety program in place.</p>	<p>Vendor Policy (HACCP Plan) Company's policy concerning Food Safety, Quality Control and Management of a Food Recall.</p>	<p>5</p>
<p>Complete Package</p>	<p>All Attachments required have been signed and submitted.</p>	<p>See Vendor Checklist – Attachment A: page 33</p>	<p>5</p>
<p style="text-align: right;">Total Possible Score:</p>			<p>100</p>

SECTION 8: AWARD AND POST AWARD INFORMATION

Award: The award of each bid will be made to a single responsive and responsible bidder who meets the terms and conditions of the bid. Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown in Section 7 Award Criteria, by a review committee. “Minimum qualifications” shall mean: complete proposals meeting all RFP instructions and conditions, received by the due date and time. District reserves the right to modify the basis for the award of the contract to best meet the needs of the District.

Proposal Protest Procedures: If any Proposer who submitted a proposal has an objection to the award of the contract to the apparent Proposer with the lowest costs, the objecting Proposer shall furnish that protest, in writing, to the District within two (2) business days of the date of the Proposer notification of an awarded contract. The protest shall describe in detail the basis for the protest, and shall request a determination under this section. If a protest is filed in a timely fashion, the District will review the basis for the protest and relevant facts under such terms and conditions, as the District considers proper. Upon completion of the review, the District shall submit its findings and recommendations to the District’s board members who shall then review the matter under such terms and conditions, as deemed proper. Upon receipt of authority to act from the District’s board members, the District will notify those Proposers involved of its decision. The decision shall be final and binding on the objecting Proposer.

Type of Contract: A fixed price contract (including all handling charges) per product will be awarded as a result of this solicitation. Fixed Price Contract will be in effect for the length of this school year: **July 1, 2019 through June 30, 2020**. If at any time the selected Vendor is unable to honor contract prices on item(s), purchase obligations will not be binding and the District shall have the option to solicit and award a new contract for said item(s) from a list of vendors.

Method of Award: Proposals that are timely submitted and are not subject to disqualifications will be reviewed in accordance with the evaluation criteria set forth in this solicitation. The District evaluation committee will review the proposals using the evaluation criteria set forth in this solicitation. In addition, the District may conduct a pre-award

audit, and check references.

Contract Maintenance: The District will communicate with selected Vendor, if necessary, to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, and other Vendor issues.

Reporting: Monthly usage reports are to be provided to the District within the first week of the following month.

Mutual Agreement Termination: With mutual agreement of both parties to the awarded contract, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed upon date before the end of the contract period without penalty to either party.

Non-Performance of Contract and Termination: 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 obligation 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 circumstances, to rectify the defects in products or performance, prior to termination.

Termination for Convenience: The District may terminate the awarded contract prior to the expiration of the term, without cause and without penalty, upon thirty (30) days written notice to the selected Vendor.

Final Payments: Upon any termination of the awarded contract, the District will pay for all earned amounts to include a prorated portion of monthly amounts for products or services completed up to the effective date of termination. The selected Vendor shall submit all required reports and other information.

Contract: The Provisioning Contract provided on Pages 23-32 shall be completed with the respective successful bidder, following the award of the Proposal.

District Profiles
Rescue Union School District and Buckeye Union School District
RFP 2019-19 01

RUSD Billing Address Telephone Number Billing Contact Person	Rescue Union School District 2390 Bass Lake Road, Rescue CA 95672 (530) 672-4824 Kelly Howard
BUSD Billing Address Telephone Number Billing Contact Person	Buckeye Union School District 5049 Robert J. Matthews Parkway, El Dorado Hills, CA 95762 (530) 677-2261 Ext. 1031 Lu Tonge
Site Type: Schools	RUSD – Rescue Elementary, Green Valley Elementary, Jackson Elementary, Lake Forest Elementary, Lake View Elementary, Pleasant Grove Middle School, Marina Village Middle School BUSD – Buckeye Elementary, Silva Valley Elementary, Oak Meadow Elementary, Blue Oak Elementary, Valley View Charter Montessori, Buckeye Mandarin Immersion Charter, Camerado Middle School, Rolling Hills Middle School
Estimated annual purchases under Proposal Contract	See vendor pricing form (Excel Spreadsheet) for the District’s annual estimated usage per product.
Delivery Addresses Highlighted sites are central kitchen delivery sites. School sites are milk deliveries only	RUSD – Green Valley Elementary School , 2380 Bass Lake Road, Rescue, CA 95672 Jackson Elementary School , 2561 Francisco Drive, El Dorado Hills, CA 95762 Lake Forest Elementary School, 2240 Sailsbury Drive, El Dorado Hills, CA 95762 Lakeview Elementary School , 3371 Brittany Way, El Dorado Hills, CA 95762 Marina Village Middle School, 1901 Francisco Drive, El Dorado Hills, CA 95762 Pleasant Grove Middle School , 2540 Green Valley Road, Rescue, CA 95672 Rescue Elementary School , 3880 Green Valley Road, Rescue, CA 95672 BUSD – Blue Oak Elementary School, 2391 Merrychase Drive, Cameron Park, CA 95682 Buckeye Elementary School , 4561 Buckeye Rd., Shingle Springs, CA 95682 Camerado Springs Middle School, 2480 Merrychase Drive, Cameron park, CA 95682 Oak Meadow Elementary School, 7701 Silva Valley Parkway, El Dorado Hills, CA 95762 Buckeye Union Mandarin Immersion Charter, 7701 Silva Valley Parkway, El Dorado Hills, CA 95762 Rolling Hills Middle School, 7141 Silva Valley Parkway, El Dorado Hills, CA 95762 Silva Valley Elementary School, 3001 Golden Eagle Lane, El Dorado Hills, CA 95762 William Brooks Elementary School, 3610 Park Drive, El Dorado Hills, CA 95762 Valley View Charter Montessori School, 1665 Blackstone Parkway, El Dorado Hills, Ca 95762
Delivery Concerns	See list of Delivery requirements.
Delivery Type	Full Service- Delivered to the kitchen
Enrollment (District)	RUSD Approx. - 3694 BUSD Approx. - 4770
Average Annual Breakfast (served) Average Annual Lunch (served)	RUSD – 80,000 BUSD – 79,000 RUSD – 240,000 BUSD – 260,000
Delivery Days	Monday-Friday, check each districts calendar for days closed
Delivery Times	5:00 am – 12:30 pm both RUSD and BUSD

**Rescue Union and Buckeye Union School Districts
Joint Use Agreement**

PROVISIONING CONTRACT

THIS PROVISIONING CONTRACT (this “Contract”) is made and entered into as of this _____ day of _____, 2019, by and between _____

(“Provisioner”), and the **Rescue Union and Buckeye Union, Joint Use Agreement** (the “District”).

RECITALS

- A. Rescue Union and Buckeye Union School Districts, Joint Use Agreement has solicited proposals for the distribution of processed USDA Foods end products, commercial food products, Dairy, Paper, Produce, Linens, and Frozen Yogurt via Request for Proposal Number 2019-20-01 (the “RFP”), whereby the District agrees to purchase specified products for the Districts’ use from the successful bidder.
- B. “Provisioner” is the successful bidder under such request for proposal, and the District(s) Joint Use Agreement and Provisioner hereby desire to set forth their agreement with respect to the sale to the District, and the purchase from Provisioner, of Products on the terms and conditions hereinafter set forth. The “Provisioner” has been awarded the following proposal(s): _____ . (District will enter awarded Proposals)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provisioner and the District hereby agree as follows:

1. Delivery Requirements: Substitution and Discontinued Items - The District Contact Person shall order Products from time to time by delivery to Provisioner with a Purchase Order. Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer’s products and code numbers as requested by the District unless prior approval has been received to deliver alternate products. The District will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case.

If the desired product is absolutely not available for any reason, the District shall be notified at least 10 days in advance.

The District shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the District. When substitutions do occur, Distributor shall adjust ordering quantity to meet original orders and provide nutritional statements and ingredient listings of the replacement product.

The Distributor must provide the specified product or an acceptable substitute, as determined by the District. If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the District for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the District.

2. Price - The price shall be per case or unit. The Provisioner shall provide pricing based on case packaging, catalog, price list, or any other commonly recognized methodology that is standard in the specific industry. The per case/unit delivery fee per this contract shall be as follows on the attached Price Worksheet.

The provisions of this contract shall in no way prohibit the District from making incidental purchases from another supplier for the same services listed herein.

The successful Provisioner shall be allowed to adjust prices upon presentation of suitable proof of a price increase from a manufacturer or processor. A notice shall be sent including proof of any increase thirty (30) days prior to the increase. No increase to the price will be allowed sooner than 180 calendar days from the date of RFP award, including thirty (30) calendar days advance written notice. Any change to the price shall be subject to mutual agreement by both parties. In the event of a decline in price, the successful Distributor is to give the District the immediate advantage of such a decrease and inform the District of the decrease. All orders placed under this agreement shall be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

**For award of Distribution of Processed USDA Foods the Provisioner shall enter into a Memorandum of Understanding (MOU) for Distribution Services for Delivery of USDA Foods End Products for Super Co-Op Member Districts in the State of California. Provisioner agrees to fulfill all terms of that MOU, including but not limited to prompt USDA Foods end product sales reporting; maintain records of inventory, sales, and delivery; clearly state Value Pass Through on delivery invoice; and hold/recall responsibilities.*

Provisioner agrees to report sales of USDA Foods end products on behalf of the manufacturer on a daily basis to the manufacturer's reporting agency (i.e. ProcessorLink, K-12 Foodservice, etc.) Prompt reporting is imperative to ensure proper draw down of Member District entitlement balance. Value Pass Through method and amounts shall be clearly indicated on all invoices for USDA Foods end product sales. Value Pass Through crediting shall be conducted in accordance with 7 CFR 250.36.

PRICING FOR DISTRIBUTION WILL BE FOR TWO CATEGORIES (A) Processed USDA Foods end products and commercial equivalents, and (b) additional commercial food products (frozen and groceries).

(a) Processed USDA Foods End Products and Commercial Equivalents: Vendors shall utilize manufacturer pricing for USDA Foods end products from the following solicitation documents released and awarded by the Santa Clarita Valley School Food Services Agency:

RFP No. 1902 for Processed USDA Foods Products and Commercial Equivalents (Price Catalog) For Super Co-Op Member Districts, released January 15, 2019, and awarded March 28, 2019. Results of RFP No. 1902 can be found at www.super-coop.org by selecting "RFP 2019-20."

For RFP No. 1902, new products and price decreases will be considered mid-year using an Amendment, published in approximately December 2019 for manufacturer pricing January 1 – June 30, 2020. Successful bidders on this Proposal should be aware of this and are responsible to locate the results of the amendment and offer such pricing to the District as part of this Proposal.

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. If you plan to submit an "equal" product, please contact the district to provide samples prior to submitting your proposal.

(b) Commercial Food Products – Frozen and Groceries: Additional commercial food products – frozen and groceries should be quoted as specified on the Proposal Worksheet. Quote a per case delivered cost for all items listed.

(c) Additional Items: Additional items may be added to this 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.

3. No Minimum or Maximum Quantities, Order Charges, or Limitations Upon Number of Orders: The District does not guarantee orders in these amounts nor shall orders be limited to these specific figures. This is an indefinite-quantity bid, however the quantities listed are a good faith estimate. Bidders shall not specify minimum or maximum quantities or charges for order types, unless specifically allowed on the bid form. Unlimited orders within the term of the contract shall be allowed to the District at prices quoted. The estimated quantities listed are Estimated Quantities are for the purposes of forecasting and not to be considered a promise to purchase.

The provisions of the contract shall in no way prohibit the District from making an incidental purchase from another supplier for the same services listed herein.

4. Cancellation for Insufficient or Non-Appropriated Funds or USDA Food Products: The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the United States Department of Agriculture and State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds and/or lack of availability of USDA Foods products.

5 Term of Contract/Contract Renewals. The initial awarded contract period shall be **July 1, 2019 to June 30, 2020**. Both parties to the awarded contract will agree to enter into this awarded contract for a one-year period. However, upon mutual consent between Rescue Union, and Buckeye Union School Districts, as Joint Use Agreement, and the awarded Vendor, this bid may be extended (by mutual consent expressed in writing) for up to four (4) additional one (1) year increments (total potential bid life of five (5) years from Board of Education award). Such renewal will be made by notifying the Distributor, in writing, thirty (30) days prior to the expiration of the contract. Contract not to exceed through **June 30, 2024**. Quoted prices must stay in effect for one (1) year beginning on **July 1, 2019 through June 30, 2020**. The extension may be granted on a year by year basis provided that the District has deemed the products and services of the vendor satisfactory. Agreement prices that are subject to increase for each period shall be based upon percentage increase in the annual Consumer Price Index (C.P.I.) for all urban consumers for the specific index to be reviewed is the C.P.I. San Francisco, California, not to exceed five percent (5%). The adjustments to the agreement rate (prices) schedule, if any, shall be evaluated by using the percentage of change between the previous year and the current year's Consumer Price Index published by the U.S. Department of Labor's Bureau of Labor Statistics. The specific index to be reviewed is the C.P.I. for San Francisco, California - each year using the "Special Aggregate Index" category of "All Items Less Shelter" under the "All Urban Consumers" column., comparing the current year February to the prior year February rates, typically released in the month of March. The price change should be presented in writing not less than 90 days prior to the contract renewal date.

6 Discontinuance of Service Failure on the part of the successful Provisioner to meet contract requirements shall be cause for cancellation. Either party may cancel the contract upon a thirty (30) day written notice to the other party prior to the end of the contract term.

The District reserves the right to discontinue service upon 24-hours' notice for due cause which shall include such reasons as unsatisfactory product or service; or to extend the contract with present Provisioner upon annual review of weighted factors, performance of service and/or provision of quality products. FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.

The District shall hold the successful Provisioner liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the successful Provisioner fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful Distributor. Additional costs accrued by the member district(s) through this purchase may be deducted from unpaid invoices or must be paid to the district(s) by the successful Provisioner. Prices paid by the district(s) shall be considered the prevailing market prices at the time such purchase is made.

7. Insurance - Provisioner shall carry and maintain during the entire term of this Contract the following insurance coverage:

- (a) Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The policy(ies) so secured and maintained shall include, among other things, coverage for contractual or assumed liability, products liability, and owned, hired and non-owned automobiles insurance and shall be maintained with so self-insured retention;

Workers' Compensation Insurance in such amounts as may be required by law; and

Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$2,000,000 per occurrence.

Such other insurance as is customarily maintained by large-scale processors and distributors of food products of the type, quality and grade provided for under this Contract.

- (b) Provisioner shall furnish to the District certificates of insurance, signed by an authorized representative of the insurance carrier no later than thirty (30) days after the District board's approval of the Contract or prior to the first delivery of food products hereunder, whichever occurs first, which certificates shall be endorsed as follows:

"This policy shall not be suspended, cancelled, reduced in coverage or required limits of liability or amounts of insurance or non-renewed until notice has been mailed to the District. Date of suspension, cancellation, reduction or non-renewal may not be less than thirty (30) days after the date of mailing such notice. The insurance afforded by this policy is primary and any other insurance carried by the District with respect to the matters covered by such policy shall be excess and non-contributing."

- (c) The certificates of insurance and insurance policies required under this Contract shall name the District indemnities named in the Request for Proposals (Rescue Union and Buckeye Union School Districts under Joint Use Agreement) as additional insured. Facsimile or reproduced signatures are not acceptable. If complete and proper insurance certificates as required hereunder are not delivered to the District within the time period provided in subsection (b) above, the District may declare the Contract unexecuted and void. The District reserves the right to require complete certified copies of the required insurance policies.

- (d) The insurance companies providing the insurance required under this Contract shall be subject to the District's prior written approval, which shall not be unreasonably withheld.

(e) If Provisioner fails to purchase and maintain any insurance required under this Section 5, the District may, but shall not be obligated to, upon five (5) days' written notice to Provisioner, purchase such insurance on behalf of Provisioner and shall be entitled to be reimbursed by Provisioner promptly thereafter or deduct the amount of such premiums from amounts otherwise due to Provisioner hereunder. Any amounts expended by the District hereunder shall bear interest from the date expended until repaid to the District at the rate of ten percent (10%) per annum.

8. Indemnification - Provisioner shall hold harmless, indemnify and defend (with counsel acceptable to the District) the District, their board, directors, employees, agents and consultants from and against any and all obligations, liabilities, claims, losses, damages, costs and expenses (including attorneys' fees and costs) arising from or in connection with (a) any defects in the food products, (b) Provisioner conduct or negligent, willful or improper procedures in connection with the discharge of its responsibilities and obligations hereunder (including, without limitation, the processing of food products) or any other negligent behavior or willful misconduct of Provisioner, or (c) any breach or default by Provisioner under this Contract. The terms and provisions of this Section 8 shall survive the expiration or earlier termination of this Contract.

9. Inferior Product - The Distributor agrees to permit inspection of the delivered items by a representative of the District with the right of rejection of inferior merchandise. Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. The District's decision shall be final.

10 Buy American - Rescue Union and Buckeye Union School Districts are in support of the Richard B. Russell National School Lunch Act (NSLA) Buy American provision and encourage strengthening enforcement of this important requirement. This provision greatly benefits the American agricultural economy and ensures the quality of the food our Nation's children are receiving in school.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 *United States Code* Section 1760[n]), that requires all school food authorities (SFA) to purchase, to the maximum extent practical, domestic commodities or products. Section 12(n) of the NSLA defines a domestic commodity or product as an agricultural commodity (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed product (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains a meat/meat alternate and grain component) that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial means that over 51 percent of the final processed product consists of agricultural commodities that are grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

When funds are used from the nonprofit school food service account, SFAs must ensure that procurement transactions for food products comply with the Buy American Provision requirement in 7 *CFR*, sections 210.21(d) and 220.16(d), whether food products are purchased by SFAs or entities that are purchasing on their behalf.

Note: The SFA is not required to adhere to the domestic requirement for foods that are not creditable food components.

The **Rescue Union and Buckeye Union** FSD will ensure that the solicitation and contract language include the requirement for domestic agricultural commodities and products and retain records documenting any exceptions in advance of accepting deliveries. Implementation of the Buy American Provision by **Rescue Union and Buckeye Union**

FSD will be ensured by:

- Including the Buy American Provision requirement in bid specifications, IFBs, RFPs, contracts, purchase orders, and other procurement documents issued
- Monitoring the contract to ensure that the domestic products solicited are the ones received
- Requiring suppliers to provide certification of domestic origin for all food products, from bids and proposals through receipts and invoices
- Conducting monthly reviews on storage facilities to ensure the domestic products received are the ones solicited for and awarded.

Exceptions to the Buy American Provision should 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 Memo 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
- Competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product

Note: Ingredients used to flavor, enhance, or prepare products (e.g., herbs, condiments, salad dressing) are not considered components that contribute to a reimbursable meal and should not be considered when determining the percent of domestic food components by weight or volume.

The **Rescue Union and Buckeye Union** FSD or vendor must document exceptions to the Buy American Provision requirement prior to accepting each and every nondomestic agricultural commodity or product. This documentation must be on file for at least three years including the current school year, or until the next CDE review, and must be made available during an on-site administrative review and an off-site procurement review.

The documented exception will include the following:

- A description of the nondomestic item
- Alternative domestic commodities or products that the **Rescue Union and Buckeye Union** FSD considered or the vendor offered and the reason why they were not substituted for the nondomestic item
- A synopsis of what third-party verification (e.g., USDA Agricultural Marketing Service [AMS] Run a Custom Report web page at <https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice>) was done by the vendor or the **Rescue Union and Buckeye Union** FSD to determine cost and availability
- Documentation by the vendor or the **Rescue Union and Buckeye Union** FSD outlining the price of both domestic and nondomestic commodities or products or lack of availability to justify the exception
- The dates that the: (1) vendor informed the **Rescue Union and Buckeye Union** FSD of the nondomestic commodity or product, (2) **Rescue Union and Buckeye Union** FSD agreed to accept this food item in advance of

delivery, and (3) commodity or product was received by the **Rescue Union and Buckeye Union FSD**

Selected Vendor shall notify District in advance of delivery of any product not compliant with this requirement. Product(s) delivered to the District which are not compliant with this requirement will be returned and invoice(s) for those items will not be paid.

11. All Processed Foods Should Not Contain Any Artificial Trans Fat - 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 which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

12 Affirmative Action - The Provisioner shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet Federal and State guidelines. No discrimination shall be made in the employment of persons in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

13. Due Authorization - This Contract is duly authorized, executed and delivered by Provisioner, is the legal, valid and binding obligation of Provisioner enforceable against Provisioner in accordance with its terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally), and does not and will not violate any provisions of any agreement to which Provisioner is a party or may become a party or to which is it subject or may become subject. Each individual and entity executing this Contract hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Contract to the terms and provisions hereof.

14. Assignment - Provisioner shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Contract (or any part hereof) without the prior written consent of the District, which may be granted or withheld in the District's sole and absolute discretion.

15. Notices - All notices, requests, demands, consents, instructions or other communications hereunder shall be in writing (which shall include telex, telegram or telecopy) and shall be deemed to have been duly given or made upon transmittal thereof by telex, answer back received, if transmitted on a business day, otherwise on the first business day after transmittal, or on the date of confirmed dispatch if sent by telecopy on a business day, otherwise on the first business day thereafter, or upon the delivery thereof to the telegraph office if sent by telegraph on a business day, otherwise on the first business day thereafter, or three (3) business days after deposit in the mail if sent by certified mail, postage prepaid, return receipt requested, or on the next business day if sent by overnight personal delivery, in each case addressed to the party to which such notice is requested or permitted to be given or made hereunder, at the addresses and facsimile numbers set forth underneath such party's signature line to this Contract, or at such other address and/or facsimile number of which such party shall have notified in writing the party giving such notice. For purpose of this Contract, the term "business day" shall mean a day other than a Saturday, Sunday or any day on which the District is authorized or required by law to be closed.

16. Provisions Required By Law - Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

17. Attorneys' Fees - In the event of any dispute between the District and Provisioner pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section 17 shall survive the expiration or earlier termination of this Contract.

18 Piggyback Clause/Other Districts - For the term of the contract and any mutually agreed extensions pursuant to this request for proposal, **at the option of the Distributor**, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within but not limited to the California Counties of El Dorado may purchase, identical sourcing and distribution services and upon the same terms and conditions pursuant to sections 20118 [K-12] and 20652 [Community Colleges] of the Public Contract Code. The District(s) waive their right to require such other districts and offices to draw their warrants in favor of the District(s) as provided in said Code sections. Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted _____ Piggyback option not granted _____

19 Fingerprinting - Successful Distributor agrees to comply with all provisions of Education Code Section 45125.1. Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities for purposes of providing services covered by this proposal during normal district hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Distributor will provide the District with a list of all employees providing services pursuant to this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during normal district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.

20. Waiver. No action or failure to act by the District or any District representative shall constitute a waiver of a right or duty afforded them under this Contract, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach there under, except as may be specifically agreed in writing.

21. Entire Agreement: Amendments. This Contract and all documents comprising the RFP constitute the entire and integrated agreement between the parties hereto with respect to the matters set forth therein and supersede all prior negotiations, representations or agreements, either written or oral. The documents comprising the RFP are hereby incorporated into this Contract and made a part hereof. The Contract may be amended or modified only by a writing executed by both parties hereto.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year first above written.

DISTRICT:

Rescue Union School District/
Buckeye Union School District
Joint Use Agreement

By: _____

(Title) Director of Food Services

Address:

2390 Bass Lake Road
Rescue, CA 95672

Phone No.: 530-672-4445

FAX No.: 530-677-4098

PROVISIONER: .



By: _____

(Title):

Address:

Phone No.:

FAX No.:

**Authorized Officers
Or Agents
(CORPORATE SEAL if required)**

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Rescue Union and Buckeye Union School Districts Joint Use Proposal
DOCUMENTS REQUIRED FOR A COMPLETE PROPOSAL – VENDOR CHECKLIST
RFP 2019-19 01 ATTACHMENT A

Use this checklist to ensure all attachments have been included in your submission. Please attach this form to the front of your submitted proposal. ***All documents must be hard copy with original signatures.**

Company Name:		
Phone Number:		Office Use (Only)
<input type="checkbox"/> Attachment A:	Documents Required Checklist	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment B: Return completed Excel spreadsheet on data storage device, select tabs for proposals you are bidding on. Device will NOT be returned.	Vendor Pricing Forms: (Mark only the "Product Forms" you are bidding on.) <input type="checkbox"/> 01-B1 Super Co-op/Commodity Distribution <input type="checkbox"/> 01-B2 Commercial/Grocery Items <input type="checkbox"/> 01-B3 Paper Products <input type="checkbox"/> 01-B4 Produce <input type="checkbox"/> 01-B5 Dairy <input type="checkbox"/> 01-B6 Linens <input type="checkbox"/> 01-B7 Frozen Yogurt	<input type="checkbox"/> Received <input type="checkbox"/> Received <input type="checkbox"/> Received <input type="checkbox"/> Received <input type="checkbox"/> Received <input type="checkbox"/> Received <input type="checkbox"/> Received
<input type="checkbox"/> Attachment C:	Request For Proposal Signature Page	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment D:	Proposer Contact Information & References	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment E:	Independent Price Determination Certificate	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment F:	Questionnaire	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment G:	Non Collusion Declaration	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment H:	Finger Print Certificate	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment I:	Suspension and Debarment Certification	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment J:	Lobbying Certification	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment K:	Disclosure of Lobbying Activities (If applicable)	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment L:	Equal Opportunity Employment Certification	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment M:	Vendor's Statement regarding Drug Free Workplace	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment N:	Vendor's Statement regarding Worker's Compensation Insurance	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment O:	Clean Air & Water Act Certification	<input type="checkbox"/> Received
<input type="checkbox"/> Vendor Narrative:	Rebates, discounts and credits. (see pg. 12) Provide own document	<input type="checkbox"/> Received
<input type="checkbox"/> Vendor Policy:	Safety Program/Recalls (HACCP Plan) Provide own document	<input type="checkbox"/> Received

X	
Signature of Authorized Representative	Date Signed
Print Name and Title	
X	
Signature of District Representative and Title	Date Signed

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VENDOR PRICING FORM

Attachment B

Please click on the link below to access the “Excel Vendor Pricing Form”

You will need to “Save” this file onto a data storage device (flash drive) to complete this spreadsheet.

You will submit the data storage device as part of your complete proposal package. Device will NOT be returned.

Choose the tabs at the bottom pertaining to the

Bid Proposals you plan to submit

Rescue and Buckeye School Districts
Excel Vendor Pricing Form
2019-2020

**Rescue Union and Buckeye Union School Districts
Joint Use Agreement**

Submit complete package to Rescue Union School District Office, 2390 Bass Lake Road, Rescue CA 95672 or Buckeye Union School District Office, 5049 Robert J. Matthews Parkway, El Dorado Hills, CA 95762

Proposal Reference (PR) Number 2019-2020-01

Distribution of Processed USDA Foods/Commercial Food Products/Dairy/Produce/Paper/Frozen Yogurt/Linen

Submit RFP by May 30, 2019 at 10:00 am

Request for Proposal Signature Page

Attachment C

This Request for Proposal (RFP) is for the of Distribution of Processed USDA Foods/Commercial Food Products/Dairy/Produce/Paper/Frozen Yogurt/Linen, for Rescue Union and Buckeye Union School Districts Joint Use Agreement. Before bidding, please read ALL sections and thoroughly acquaint yourself with the project. Submit all proposals in a sealed envelope showing the Company Name, RFP Name & Number, Submission Due Date, and Time. Bids **will only be accepted at the Rescue Union School District Office or the Buckeye Union School District Office**, at the addresses listed above by the time and date listed above. Follow the Required Bid Documents Checklist to assist with ensuring a complete bid package.

If further clarification is needed, call Kim Andreasen at Rescue Union School District 530-672-4445 or email at kandreasen@rescueusd.org

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.

Signature of Company Official: _____

Printed Name of Signor above: _____

Title: _____ Date: _____

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

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Attachment D
Proposer Contact Information
RFP 2019-20- 01

Proposer Name: _____

Contact Person for Orders: _____

Office Phone: _____

Cell Phone: _____

Fax: _____

Email: _____

**Emergency Contact Person for
after/Before Hours:** _____

Office Phone: _____

Cell Phone: _____

Fax: _____

e-Mail: _____

**Contact Person
Product Information:** _____

Office Phone: _____

Cell Phone: _____

Fax: _____

E-Mail: _____

Proposer Reference List

Reference 1: Company Name _____

Contact Person: _____

Office Phone: _____

E-Mail: _____

Reference 1: Company Name _____

Contact Person: _____

Office Phone: _____

E-Mail: _____

Reference 1: Company Name _____

Contact Person: _____

Office Phone: _____

E-Mail _____

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**Rescue Union and Buckeye Union School Districts
Joint Use Agreement
Request For Proposal #2019-20-01
QUESTIONNAIRE – ATTACHMENT E**

No proposals shall receive consideration by Rescue Union and Buckeye Union School Districts Joint Use Agreement unless they include responses to each and every question below. Prospective bidders should respond in detail to each of the following questions. Additional pages may be used as needed for thorough, yet concise, responses.

(Evaluation criteria: A = Price, B = Quality & Grade of Products, C = Product availability, online ordering, references, company sustainability , D = Service & Delivery

1. Will you be able to meet the specified delivery days, hours, and deliveries per week? (D)

Check: Yes ____ or No ____

If NO, attach proposed delivery schedule.

2. Do you require a minimum number of cases, pounds, or value for deliveries? (D)

Check: Yes ____ or No ____

If YES please state your minimum delivery amounts (dollar amount, case quantity, etc)

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

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

5. Has your firm defaulted or been replaced at the will of a district during the school year within the last 2 years? If so, explain. (C)

6. What is your company's average "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution? (D)

7. Describe in detail the pricing methodology when the District purchases products not listed on the Vendor Pricing Form ie: new products. For example, manufacturer invoice cost + % markup. (A)

8. Do you have an on-line order system? Please explain. (C)

9. How will emergency deliveries (deliveries not on a scheduled date) be handled? (D)

10. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (D)

11. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports? (C)

12. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? (D)
13. Do you offer a percentage discount for early payment? If yes, please state terms for discount. (A)
14. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability? (C)
15. Will combination refrigerated/freezer trucks be used to deliver frozen and refrigerated items at the same time? Check: Yes ___ or No ___ (D)
16. What is the current make up of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration and freezer units on these delivery vehicles. Please describe your vehicle preventative maintenance program. (Attach separate sheet as necessary) (C)

Response for Vendors submitting a bid for Distribution of USDA Foods will need to respond to the additional 4 questions

1. Is your storage facility approved by the California Department of Education Food Distribution Division to receive, store, handle, and distribute Processed USDA Foods?

Check: Yes _____ or No _____

2. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last 2 years? If so, please explain.

3 Describe your USDA Foods tracking and reporting abilities in detail.

4. What Value Pass Through methods do you utilize for processed USDA Foods?

- Rebate
- Fee for Service
- Modified Fee for Service
- Net Off Invoice

Be sure to indicate the Value Pass Through Method for each processed USDA Food product on the Proposal Worksheet (Excel Spreadsheet).

INDEPENDENT PRICE DETERMINATION CERTIFICATE

RFP # 2019-20-01 ATTACHMENT F

Both the El Dorado Union High School District and the Vendor (Proposer) shall execute this *Independent Price Determination Certificate*:

Rescue Union/Buckeye Union Joint Use Agreement

Name of Vendor

Name of School Food Authority

A. By submission of this offer, the Proposer certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. 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 Proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Proposer and will not knowingly be disclosed by the Proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Proposer for the purpose of restricting competition.
3. No attempt has been made by the Proposer to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the Proposer certifies that:

1. He or she is the person in the Proposer's organization responsible for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above, or
2. He or she is not the person in other Proposer's organization responsible 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 A.1 through A.3 above, and as their agent does hereby certify; that he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of 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.

Signature of Vendor's Authorized Representative

Title

Date

In accepting this offer, the District certifies that no representative of the District has taken any action that may have jeopardized the independence of the offer referred to in this Price Determination Certificate:

Signature of Authorized Representative

Title

Date

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ATTACHMENT G
NONCOLLUSION DECLARATION
RFP # 2019-20 01

**NONCOLLUSION DECLARATION TO BE
EXECUTED BY BIDDER AND SUBMITTED WITH BID**
California Public Contract Code 7106

The undersigned declares:

I am
the
(insert proper title such as "sole owner," "partner," "president," "secretary")
of
(insert name of bidder or company).

The party making the foregoing bid/proposal submitted herewith to the Rescue Union and Buckeye Union School Districts declares:

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

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

I declare under penalty of perjury of the laws of the State of California that the above information is correct.

Signature	Date
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ATTACHMENT H
FINGERPRINT CERTIFICATION
RFP # 2019-20 01

Vendor Certification

I, _____, am an authorized representative of/doing business as (Name of Vendor/ Consultant) _____, and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all its employees who may have contact with District pupils or unsupervised access to any District campus of the Rescue Union and Buckeye Union School Districts on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by the Department of Justice as certified by the Contractor shall constitute grounds for termination of this Agreement.

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

Executed this _____ day of _____, 2019, in _____ County, California.

Name of Authorized Representative:

Title of Authorized Representative

X

(Signature)

Back of Form

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Attachment I

Certification and Disclosure Statements

Per California Department of Education School Nutrition Programs Unit (April 1998)

Following is an explanation of submittal requirements of the ***Suspension and Debarment Certification Statement*** and the ***Certification Regarding Lobbying*** by School Food Authorities (SFA) and Food Service Management/Consulting Companies.

Beginning with the 1998/99 school year, instructions to comply with procurement requirements by completion of this certification will be included in the annual renewal of School Nutrition Programs.

The applicability of this information begins with the 1998/99 school year and is for SFA's that meet one of the following criteria:

- The SFA's estimated annual federal child nutrition reimbursement will exceed \$100,000.
- The SFA's annual contract with a vendor exceeds \$100,000.
- The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds \$100,0000

Suspension and Debarment Certification

This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed \$100,000. In these instances, the SFA must obtain a completed Suspension and Debarment Certification from either the potential vendor or existing contractor before any transactions can occur between the sponsor and the vendor or contractor. (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that the vendor or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal Agency. While this certification is required for all contracts in excess of \$100,000, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. **Do not submit the certification to the California Department of Education.**

Certification Regarding Lobbying

SFAs that receive in excess of \$100,000 in annual federal meal reimbursement **must** annually complete and **submit** this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education, Child Nutrition and Food Distribution Division.

In addition, when SFAs put out bids for goods and services or renew/extend existing contracts that exceed \$100,000 threshold, they are required to obtain a completed ***Certification Regarding Lobbying*** from either the potential vendors and/or existing contractors before any transactions can occur between the SFA and the vendor or contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted to the CDE.

Also enclosed is the **Disclosure of Lobbying Activities** form. This is required to be completed if the potential or existing contractor, using other than federal funds, has paid or will pay for lobbying activities in connection with the school nutrition program agreement (item 2 of the **Certification Regarding Lobbying** Statement).

Applicable to Both Certification Statements:

- Federal law prohibits SAFs from circumventing the \$100,000 threshold by entering into multiple contracts; each of which do not equal or exceed \$100,000, but the aggregate amount of all the contracts will equal or exceed \$100,000.
- Vendors must submit completed certifications to SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered non-responsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.

SFAs with Food Service Management or Consulting Contracts

SFAs utilizing food service management or consulting companies must include both certification statements in all Requests for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management or consulting company must annually sign and submit to the SFA both the *Suspension and Debarment Certification* and the *Certification Regarding Lobbying*. If receiving more than \$100,000 in federal reimbursement, the SFA is required to sign and submit the **Certification Regarding Lobbying** to the CDE, CNFDD.

Summary

- **Suspension and Debarment Certification**
 1. The SFA must include this certification in all RFP's that result in an annual contract in excess of \$100,000.
 2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.
 3. The SFA retains certification signed by contractor with executed contract and maintains it on file.
- **Certification Regarding Lobbying**
 1. SFAs receiving in excess of \$100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.
 2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds. **Retain** the certifications with bid documents.
 3. The Disclosure of Lobbying Activities form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of Certifications Regarding Lobbying)

If you have any questions, please contact Rae Vant, School Nutrition Programs Specialist, by phone @ 916-445-6775 or 800-952-5609 or by email at rvant@cde.ca.gov.

ATTACHMENT J
SUSPENSION AND DEBARMENT CERTIFICATION
RFP # 2019-20 01

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Lower-tier Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §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 USDA agency with which this transaction originated.

1. The Prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declare 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.

_____ Organization Name	_____ Proposed Reference Award Number or Project Name
_____ Name(s)and titles of Authorized Representative(s)	
_____ Signature(s)	_____ Date Signed:

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification 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 whom 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, and ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, bid/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 he or she 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 transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that 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 principles. 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 are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier 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.

Attachment F
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 who 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 debarment.

**ATTACHMENT K
LOBBYING CERTIFICATION**

RFP # 2019-20 01

Per California Department of Education School Nutrition Programs Unit (April 1998)

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, and 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 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 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 the influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of 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 subcontractors exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name and Address of Organization:	
Name/Title of Submitting Official:	
Signature: <p style="text-align: center; font-size: 1.5em; margin: 0;">X</p>	Date Signed

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Disclosure of Lobbying Activities ATTACHMENT L

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

1.*Type of Federal Action <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan Guarantee <input type="checkbox"/> f. Loan Insurance	2. *Status of Federal Action <input type="checkbox"/> a. Bid/Offer/Application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award	3. *Report Type <input type="checkbox"/> a. Initial Filing <input type="checkbox"/> b. Material Change For Material Change Only: Year: Quarter:
--	---	---

4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> SubAwardee Name: _____ Street: _____ Street 2: _____ City: _____ State: _____ Zip: _____ 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 <i>If Applicable</i> : _____
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____

10. a Name and Address of Lobbying Registrant: Prefix: _____ First Name: _____ Middle Name: _____ Last Name: _____ Suffix: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____

10. b Individual Performing Services (including address if different from No. 10a) Prefix: _____ First Name: _____ Middle Name: _____ Last Name: _____ Suffix: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____

11. Information requested through this form is authorized by title 31 U.S.C. sections 1352. This disclosure of lobbying activities is a material representation of fact, upon which reliance was placed by the tier above when the 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: X _____	Date: _____
Name: Prefix: _____ First Name: _____ Middle Name: _____ Last Name: _____ Suffix: _____	Title: _____ Telephone No: _____

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation to 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 item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

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

ATTACHMENT M
EQUAL OPPORTUNITY EMPLOYMENT
RFP # 2019-20 01

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

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

CERTIFICATE

I/We hereby certify that the _____ (Vendor Name) is an equal opportunity employer as defined in the Equal Opportunity Act.

Date:

X

(Signature of Representative)

Name of Representative (Print)

Title of Representative (Print)

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ATTACHMENT N
VENDOR'S CERTIFICATION REGARDING DRUG-FREE WORKPLACE
RFP # 2019-20 01

This Drug-Free Workplace Certification form is required from all successful Proposers 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 specific 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 specific acts have occurred.

Pursuant to Government Code 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 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 substances 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 agrees 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: _____

By: **X**

Back of form
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ATTACHMENT O
VENDOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION
(To be executed by Vendor and Submitted with Proposal)
RFP # 2019-20 01

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 the State of California.
- 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-assurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this Contract.

X

Signature of Authorized Representative

Print Name of Authorized Representative

Print 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.)

Back of form
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ATTACHMENT P
CLEAN AIR AND WATER CERTIFICATION

Applicable if the contract exceeds \$100,000 or the Contracting Official 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.

RFP # 2019-20 01

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 regulation and guidelines issued 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 1129d) 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 Food Service Management Company.

Signature of Authorized Representative:

X

Print Name of Authorized Representative/Title:

Date Signed:

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Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410;

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