

Request for proposal # NS-01-19-P
Produce: Fresh fruits, Vegetables & Services
San Rafael City Schools
Nutrition Services Department

Date	Event
March 29, 2019	Released and posted at www.srcs.org
April 29, 2019	Deadline for submission of written questions to District concerning RFP # NS-01-19-P
May 10, 2019 by 2:00 P.M.	Deadline for submissions in response to RFP # NS-01-19-P
June 10, 2019	Estimated date of approval by the Board of Trustees

Deliver To:

San Rafael City Schools
Nutrition Services
310 Nova Albion Way
San Rafael, CA 94903

Contact:

Nutrition Services
Alan Downing, Director
Office: 415-491-6499; Fax: 415-492-3551
adowning@srcs.org

San Rafael City Schools
RFP # NS-01-19-P

Bidder Information Sheet

San Rafael City Schools
Nutrition Services
310 Nova Albion Way
San Rafael, CA 94903
T: (415) 491-6499

**If you downloaded this bid from our website,
E-mail back this sheet to be added to our bidders list.**

Attention: Alan Downing, Director Nutrition Services

E-Mail: adowning@srcs.org

Re: RFP # NS-01-19-P Nutrition Services, Produce, Products & Services

San Rafael City School Bids/Proposals are available on-line. If you download a Bid/Proposal, you are required to E-mail the following information to adowning@srcs.org so that you may be added to the bidders list to receive addenda to this bid.

Name: _____ Title: _____

Organization: _____

Street Address: _____

City: _____ State/Zip Code: _____

Work Phone: _____ Fax: _____

E-mail: _____

If you have any questions, please email adowning@srcs.org.

San Rafael City Schools
RFP # NS-01-19-P

NOTICE TO PROPOSERS

REQUEST FOR PROPOSAL #NS-01-19-P

San Rafael City Schools will receive sealed Requests for Proposal (RFP) from providers of Produce products to provide service for the District's Nutrition Services Program.

RFP's must be received prior to **2:00 P.M., on Friday, May 10, 2019**. RFP'S must be submitted in a sealed envelope, marked with the RFP number and title, and returned to the San Rafael City Schools, Nutrition Services, 310 Nova Albion Way, San Rafael, CA 94903.

RFP's received later than the designated time and specified date will be returned to the bidder unopened. **Facsimile (FAX) copies of the proposal will not be accepted.**

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

Companies interested in proposing should request appropriate documents from Nutritional Services (NS) at address 310 Nova Albion Way, San Rafael, CA 94903, by email at adowning@srcs.org, or posted online. To view or download the RFP online, visit www.srcs.org, Select Departments, Nutrition Services, and then select Bid's on bottom left hand side. For assistance accessing documents, contact NS at (415) 491-6499. SRCS is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service. All proposals are due in the District's NS Office by the posted or advertised closing date and time. It is the vendor's responsibility to ensure that their proposal is delivered to the NS Office.

Thank you for your interest in doing business with San Rafael City Schools.

Doug Marquand
Assistant Superintendent of Business Services

San Rafael City Schools
RFP # NS-01-19-P

TABLE OF CONTENTS

	Page #
Bidder Information Sheet	2
Notice to Proposers	3
Table of Contents	4
Proposer’s Checklist	5
General Terms Instructions and Conditions	6
Service Level Agreement	14
Special Conditions and Instructions.....	16
Vendor Questionnaire	17
Fresh Fruit & Vegetable Descriptions.....	19
Price Sheet (Attachment “A”)	22
School Site Locations (Attachment “B”)	21
Evaluation Criteria.....	25
Distributor’s Statement	27
Non-Collusion Declaration	27
Workers’ Compensation Certificate	29
School District References	30
RFP Signature Page	31
Fingerprint Clearance Certification.....	32
Equal Opportunity Employment	33
Drug-Free Workplace Certification	34
Alcoholic Beverage and Tobacco-Free Campus Certification	35
USDA Nondiscrimination Statement	36

Proposer's Checklist

Proposer's Name _____

Submit this Proposer's Checklist with your RFP document. Failure to submit this Checklist at bid opening may deem your bid as non-responsive.

Required items

- Bidder Information Sheet page 2
- Proposer's Checklist (this form)..... page 5
- Service Level Agreement pages 14-15
- Special Conditions and Instructions page 16
- Vendor Questionnaire pages 17-18
- Price Sheet (Attachment "A")..... pages 22-23
- Distributor's Statement page 27
- Non-Collusion Declaration..... page 28
- Workers' Compensation Certificate page 29
- School District References page 30
- RFP Signature Page page 31
- Fingerprint Clearance Certification..... page 32
- Equal Opportunity Employment..... page 33
- Drug-Free Workplace Certification..... page 34
- Alcoholic Beverage and Tobacco-Free
Campus Certification..... page 35

San Rafael City Schools
RFP # NS-01-19-P

GENERAL TERMS AND CONDITIONS

General – This information to Proposers is in addition to any instructions or conditions stated elsewhere in the Contract Document.

RFP's – To receive consideration, RFP's shall be made in accordance with the following instructions:

Deadline for Receipt of RFP's – RFP's will be received prior to **2:00 P.M. on Friday, May 10, 2019**, after which time RFPs will be opened and checked for completeness. Envelopes containing a RFP must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date and name of bidder, and submitted to:

**San Rafael City Schools
Nutrition Services
Attn: Alan Downing
310 Nova Albion Way
San Rafael, CA 94903**

RFPs/Proposals: To receive consideration, Proposals shall be made in accordance with the following terms:

1. **THE RFP** – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. **Unsigned RFPs will not be accepted.**
2. **"FAX" RFPs** – Facsimile copies of RFPs will **not be accepted for formal advertised RFPs.**
3. **DEFINITIONS** – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a RFP which meets all of the specifications set forth in the RFP.
4. **NAME AND NATURE OF BIDDER'S LEGAL ENTITY** – The bidder(s) shall specify in the RFP and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The RFP shall be signed under the correct firm name by an authorized officer.
5. **WITHDRAWAL OF RFP** – RFPs may be withdrawn by the bidders prior to the time fixed for the opening of RFPs, but may not be withdrawn for a period of ninety (90) days after the opening of RFPs. A successful bidder shall not be relieved of the RFP submitted without the District's consent or bidder's recourse to Public Contract Code Sections 5100 et. seq.
7. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.

San Rafael City Schools
RFP # NS-01-19-P

8. **RFP NEGOTIATIONS** – A RFP response to any specific item of this RFP with terms such as “negotiable,” “will negotiate” or of similar intent, will be considered as non-responsive to the specific item.

9. **PRICES** – Prices should be typed and shown as instructed on the RFP form for each item, in the amount of quantity specified in the RFP form. Taxes shall not be included. Errors may be crossed off and corrections made prior to RFP opening only, and must be initialed in ink by the person signing the RFP or bidder’s authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, Produce prices will be market price plus contracted markup percentage. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Marin County for products listed herein.

10. **TAXES** – Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their RFP and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required.

11. **BRAND NAME AND NUMBER** – The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the RFP form. Should any item for which bids are requested be patented, or otherwise protected or designated by the particular name of the maker and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Director of Child Nutrition Services to be equal in all respects to that specified. If samples are requested by the Director of Child Nutrition Services for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the RFP opening.

12. **SAMPLES** – Samples shall be furnished free of cost to the District after the RFP opening. If requested, they are to be sent within seven (7) days to San Rafael City Schools, Nutrition Services, 310 Nova Albion Way, San Rafael, CA 94903, unless otherwise specified. The District reserves the right to reject the RFP of any bidder failing to submit samples as requested. Samples must be plainly marked with name of bidder, RFP number and date of the RFP opening. Samples of the successful bidder(s) may be retained for comparison with deliveries. Bidder(s) may pick up samples (if not destroyed by test) on notice from the Director of Nutrition Services. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Bidder(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

San Rafael City Schools

RFP # NS-01-19-P

- 13. QUANTITY AND QUALITY OF MATERIALS OR SERVICES** – The successful bidder(s) shall furnish and deliver the quantities designated in the RFP or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the RFP specifications and the District’s sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Director of Nutrition Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder’s expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the RFP specifications, the cost of such test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.
- 14. DISTRICT REQUIREMENTS** – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the RFP and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.
- 15. ACCEPTANCE OR REJECTION OF RFPs** – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District’s acceptance of one item shall be contingent upon the District’s acceptance of one or more additional items submitted in the same RFP. RFPs shall remain open and valid and subject to acceptance for ninety (90) calendar days after the RFP opening.
- 16. RFP EXCEPTIONS** – All exceptions which are taken in response to this RFP must be stated clearly. The taking of RFP exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the RFP. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any RFP exceptions or additional conditions requested after the RFP closure, which are not detailed within the RFP response, may result in disqualification of the RFP. No oral or telegraphic modification of any RFP submitted will be considered.
- 17. AWARDS** – The District reserves the right of determination that items bid meet or do not meet RFP specifications. Contract will be awarded to most responsive and responsible Proposer based on criteria described in this RFP. Further, the Board of Trustees reserves the right to accept or reject any or all RFPs and to waive any informality in the bidding. This will be an all or nothing award, meaning all items bid will be awarded to one responsive and responsible vendor.

San Rafael City Schools

RFP # NS-01-19-P

18. **DELIVERY** – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the RFP form. Each item shall be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by a packing slip.
19. **SAFETY DATA SHEETS** – For all products requiring a Safety Data Sheet – The District requires that a Safety Data Sheet accompany all orders at the time of delivery.
20. **DEFAULT BY CONTRACTOR** – The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the RFP, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.
21. **INSURANCE** – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the contract. **The bidder must complete the Workers' Compensation Certificate, attached hereto, with their RFP.** Also, the bidder may be required to file proof of such insurance, naming San Rafael City Schools as an additional insured and requiring the bidder's insurance to be primary by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident; \$2,000,000 aggregate. Property Damage shall be \$1,000,000 per loss. The bidder shall also maintain automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired and non-owned vehicles. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).
22. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the: San Rafael City Schools, Nutrition Services, 310 Nova Albion Way, San Rafael, CA 94903. Invoices shall be submitted under the same firm name as shown on the RFP. The successful bidder(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices

San Rafael City Schools

RFP # NS-01-19-P

that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

- 23. APPLICABLE “BUY AMERICAN” PROVISIONS** – Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the “Buy American” provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, Distributors offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased.
- 24. LOCALLY GROWN AND PRODUCED PRODUCTS** – The District prefers locally-grown products whenever possible and has a goal of procuring, at minimum, 40% locally grown and produced. The District’s definition of local includes two tiers: 1) Grown and produced within a 250 miles radius from San Rafael, CA. 2) Grown and produced within the state of California. If California or U.S. grown product is not available in sufficient quantities to provide affordability, then only products inspected and approved by USDA is acceptable, and must be approved by the Director of Nutrition Services **prior to delivery**.
- 25. BID PROTEST** – Any bid protest must be in writing and received by the District Office before 2:00 P.M. no later than three (3) working days following bid opening and shall comply with the following requirements:
- a. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation.
 - b. The party filing the protest must have actually submitted a bid for the project. A Subcontractor of a bidder submitting a bid for the Project may not submit a bid protest. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
 - c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.
 - d. The protest must include the name, address, and telephone number of the person representing the protesting bidder.
 - e. The bidder filing the protest must concurrently transmit a copy of the bid protest and all supporting documentation to all other bidders with a direct financial interest which may be affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District before 2 p.m. no later than two (2) working days after the deadline for submission of the bid protest or receipt of the bid protest, whichever is sooner, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving an award depending

San Rafael City Schools

RFP # NS-01-19-P

upon the outcome of the protest.

- g. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.
- h. If the District determines that a protest is frivolous, the protesting bidder may be determined to be non-responsive and that bidder may be determined to be ineligible for future contract awards by the District.
- i. A "working day" for purposes of this section means a weekday during which the District's office is open and conducting business, regardless of whether or not school is in session.

26. MISCELLANEOUS PROVISIONS:

- a. **Assignment of Contracts** – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the District.
- b. **Binding Effect** – This Agreement shall insure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.
- c. **Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- d. **Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
- e. **Entire Agreement** – This RFP and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the RFP Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- f. **Force Majeure Clause** – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
- g. **Hold Harmless Clause** – The successful bidder agrees to indemnify, defend and save harmless San Rafael City Schools, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

San Rafael City Schools

RFP # NS-01-19-P

- h. **Prevailing Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the RFP proposal shall conform to all applicable requirements of local, state and federal law.
- i. **Governing Law and Venue** – In the event of litigation, the RFP documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Marin County.
- j. **Permits and Licenses** – The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.
- k. **Contract Documents** – The complete contract includes the following documents: The advertisement for RFPs, the RFP instructions and conditions, specifications and drawings, if any, the RFP and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
- l. **Independent Contractor** – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the RFP Form that he/she is an independent contractor and not an officer, employee or agent of the District.
- m. **Anti-discrimination** – The District hereby notifies all respondents that they will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit its response to this RFP and no respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability, or sexual orientation on consideration for the award. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.
- n. **Termination Without Cause** – This Agreement may be terminated by the District upon giving thirty (30) days advance written notice of an intention to terminate.
- o. **Product Shortages** – If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source.
- p. **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

San Rafael City Schools

RFP # NS-01-19-P

district hours shall be accompanied at all times by an individual who has satisfied the background requirements of Section 452125.1.

SERVICE LEVEL AGREEMENT PRODUCE, PRODUCTS & SERVICES

Agreement: Below are the details of the service expectations from the successful bidder up receiving the award for this RFP. Successful bidder must understand and agree to the following levels of service if they are to enter into an agreement with San Rafael City Schools. It is very important that the Bidder understands that the District's Produce, Products & Services RFP not only includes the purchase of products, but includes service/delivery expectations that must be agreed to prior to entering into this agreement.

This is a one (1) year RFP with the possibility of two (2), one (1) year extensions. This RFP will be from July 1, 2019, thru June 30, 2020.

1. Failure to meet these specifications shall entitle the District to cancel the contract with 30 days' notice.
2. All produce and products specified will be purchased from the successful bidder select. The District reserves the right to add or remove product as necessary due to school demand.
3. All produce products shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county, city laws and ordinances for their production handling, processing, marketing, and labeling. All prepared products must be prepared without the use of sulfating agents.
4. **HACCP PLAN or FOOD SECURITY AND SAFETY PROGRAM** – Distributor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the vendor's Hazard Analysis Critical Control Point (HACCP) system or Food Safety & Security Program must be submitted with its proposal. Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of Marin or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

In the event of a product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with proposal (HACCP Plan or Food Security and Safety Program including Pest Control Policy & Recall Procedures).

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PRODUCT QUALITY CONTROL PARAMETERS WILL BE REJECTED.

5. Advanced approval by Director of Child Nutrition Services must be obtained prior to substitutions being made. Items substituted must be priced as the same as the item the District would normally receive.

San Rafael City Schools

RFP # NS-01-19-P

6. Quarterly the successful bidder shall submit a complete listing with usages of all product purchased by the District.
7. All invoices and statements shall be sent to: San Rafael City Schools, Nutrition Services, 310 Nova Albion Way, San Rafael, CA 94903. Or emailed to Director if mutually agreed upon.
8. The District reserves the right to add or delete product; increase or decrease amounts; and or delete site locations.

ORDERING

Produce products shall be delivered in quantities ordered by the school site; orders may be subject to adjustment. School sites will email awarded company no later than Thursday, 2:00 p.m. the order for the following week.

DELIVERY

1. All produce shall be fresh and in clean containers at the time of delivery. Produce shall be delivered a minimum of 5 working days prior to the code date.
2. Produce will be stored in the school's coolers or other designated refrigeration unit by the delivery person.
3. Delivery shall not be made so close to service time as to create concern by the school site and necessitate emergency deliveries by Nutrition Services.
4. Deliveries will be accepted during operational hours only.
5. Two sites will require three (3) day per week deliveries, while two sites will require Five (5) day per week deliveries.
6. A duplicate of the signed invoice ticket shall be left at each location at the time of the delivery. An itemized monthly statement showing each delivery location must be sent to District's Nutrition Services Department. Quantities, item descriptions, unit prices and extended amounts must be shown on each invoice; this shall apply to all credits. The person receiving shall sign invoices and credits.

By signing below you agree to provide the above level service to San Rafael City Schools.

Company Name (Print or Type)

Authorized Company Representative Signature

Date

Print Name

Special Conditions and Instructions

Proposer's Name: _____

San Rafael City Schools (District) is requesting RFPs for Produce Products & Services. The District is comprised of 12 schools and sites with an average daily attendance of 7,400 students. **This is a one (1) year RFP with the possibility of two (2), one (1) year extensions.**

This will be an all or nothing award. Bidder must bid on all items to be considered responsive.

1. Bid on site-to-site deliveries. See price sheet.
2. Bid pricing is to be extended to no more than four (4) decimal points.
3. No delivery on Saturday or Sunday. (Upon award, Nutrition Services to provide vendor with school vacation and holiday schedules)
4. All deliveries are to be to the designated storage area at each school location (list attached) See list of school locations.
5. Credits for sub-standard products. (Exception – no credit to department for damaged or out-of-code products due to fault of customer, i.e., customers' refrigeration failure)
6. Delivery schedule to be pre-scheduled to coincide with school needs and existing route flow for bidder's best reduction of expenses, mileage and time.
7. Do you offer prompt payment incentives? YES _____ NO _____
If yes, provide description of incentives

8. Federal Regulation 210.10a(n)(8) allows specified access to contractors records if the contract total amounts are greater than \$10,000. Does your company agree to this?
YES _____ NO _____
9. Upon request, will you supply USDA Certificates of quality and conditions? YES _____ NO _____
10. The District reserves the right to add or remove other Produce or Produce products as needed throughout the term of this contract. The District may add or remove sites as necessary.

Company Name (Print or Type)

Authorized Company Representative Signature

Date

VENDOR QUESTIONNAIRE

Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal.

1. Will you be able to meet the specified delivery timeframe? Yes No
See Appendix B
2. Will you be able to provide delivery to specified delivery day requirements Yes No
3. What is the current make up of your delivery vehicle fleet? Please include the total number of delivery vehicles as well as the number of refrigeration vehicles. Please describe your vehicle preventative maintenance program.
4. Please describe how you will communicate ongoing product market updates and information regarding product availability to identify best priced products.
5. What is the lead time you require for orders?
6. 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?
7. What is your procedure for notifying customers of shortages and/or substitutes?
8. Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone? Knowing that point/s of contact can change, please list who at this time that contact will be.
9. Can all aspects of the Service Level Agreement and Special Conditions and Instructions as described in this RFP be met (pages 14-16)?
10. What percentage of products sourced within 250 miles of San Rafael, CA are you able to provide?
Please mark one: 40% or more 20-39% 1-19% 0%. Describe your procedure for communicating an item's point of origin to school district personnel.

San Rafael City Schools

RFP # NS-01-19-P

11. Can you currently produce reports to show the percent of local (within 250 miles of San Rafael, CA) products provided? Yes No If so, please describe current reporting/tracking mechanisms below.

If not, are you willing to develop reporting/tracking mechanisms? Yes No

12. How many years has your company been in the produce distribution business?

13. Which school districts your company currently serve in Alameda, Contra Costa, Marin, Napa, San Francisco, Solano and Sonoma counties?

14. Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 24 months? If so, explain.

Name of DISTRIBUTOR (Person, Firm, or Corporation)

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title

Phone Number

E-mail

San Rafael City Schools

RFP # NS-01-19-P

FRESH FRUITS AND VEGETABLES DESCRIPTIONS

All items proposed shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county, city laws and ordinances for their production handling, processing, marketing, and labeling. All prepared products must be prepared without the use of sulfating agents. Preference will be given to vendors subscribing to the produce Marketing Association Code of Ethics. Standard industry pack is to be provided.

WHOLE ITEMS	
Item	Description
APPLES, Variety Size 198	U.S. Fancy Grade, shall consist of one variety, normally shaped for the grade and locality where produced; shall be free from decay, disease, spray burn, and internal bruising. Size shall be 198 counts. Elementary District
APPLES, Variety Size 163	U.S. Fancy Grade, shall consist of one variety, normally shaped for the grade and locality where produced; shall be free from decay, disease, spray burn, and internal bruising. Size shall be 163 counts. High School District ONLY.
BANANAS, Petite	First quality, color No. 3 or 4, fairly well colored but not exceedingly green, uniform size, in removable twin compartment. Petite 150's.
BANANAS	First quality, color No. 3 or 4, fairly well colored but not exceedingly green, uniform size, in removable twin compartment.
ORANGES	Shall consist of oranges which are mature, juicy, fairly well-colored; shall be free from decay, broken skins, dirt or other foreign materials. Shall be Valencia or naval variety, depending on season. <u>138 count.</u>
TANGERINES	Shall consist of tangerines which are mature, juicy, fairly well-colored; shall be free from decay, broken skins, dirt or other foreign material. Cuties must be 21 counts.
TOMATOES, Roma	Best commercial grade; shall consist of tomatoes which are fairly well-formed, smooth, free from decay, damage caused by decay, freezing, bruises, cuts, sunburn, or excessive insects. Size shall be large loose tomatoes which are fairly well- formed.
GRAPE, PEAR or CHERRY TOMATOES	Best commercial grade; shall consist of tomatoes which are fairly well-formed, smooth, free from decay, damaged caused by decay, freezing, bruises, cuts, sunburn, or excessive insects. Size: 12 baskets per tray, approximately 16 - 18 lb. net weight per tray.
CANTALOUPE	Best commercial grade; shall consist of melons that are free from decay, damage caused by decay, freezing, bruises, cuts, sunburn.
PEARS	Shall consist of pears that are mature, juicy, fairly well-colored and not exceedingly green; fairly uniform in size and free from disease and decay. Shall be 135 - 150 count per case.
STRAWBERRIES	Shall consist of strawberries that are mature, juicy, fairly well-colored and not exceedingly green or white. 12 - 1 pint baskets/flat

San Rafael City Schools

RFP # NS-01-19-P

Item	Description
WATERMELON	Best commercial grade; shall consist of melons that are free from decay, damage caused by decay, freezing, bruises, cuts, sunburn. Size: 15 lb. - 18 lb.
HONEYDEW MELON	Best commercial grade; shall consist of melons that are free from decay, damage caused by decay, freezing, bruises, cuts, sunburn. Size: 6/case.
CUCUMBER, Each	cucumbers which are well colored, well formed, not overgrown, and which are fresh, firm, and free from decay, sunscald, and from injury caused by scars and from damage caused by yellowing, sunburn, dirt or other foreign material, freezing, mosaic or other disease, insects, cuts, bruises, mechanical or other means.
Green Leaf lettuce heads	
Red Leaf lettuce heads	
Romaine hearts	
Yellow Onions	
Ren Onions	
Grapes	Size: lunch bunch grapes. 20-22 lbs. per case
NECTARINES	Shall consist of nectarines which are mature, juicy, and fairly well-colored. Shall be free from decay, diseases, spray burn and internal bruising. 88 – 96 count per case.
PEACHES	Shall consist of peaches which are mature, juicy, and fairly well-colored. Shall be free from decay, diseases, spray burn and internal bruising. 80 count per case.
PLUMS	Shall consist of plums which are mature, juicy, and fairly well-colored. Shall be free from decay, diseases, spray burn and internal bruising. 45 - 50 count per case.
BELL PEPPERS, Red, Green or Yellow	
Prepared Items	
Item	Description
BROCCOLI FLORETS	Packed in 3 lb. bags, count to be 50-55 buds per pound.
ROMAINE/ICE BERG Tossed Salad 80/20	Cleaned and ready to use; to consist of 70% romaine, 20% ice berg, 10% carrot and red cabbage, packed in 5 lb. plastic bags.
CARROTS, caroteenie	pre-packaged 100/2.6 ounce bags/100 per case
CARROTS, Mini Peeled	

San Rafael City Schools

RFP # NS-01-19-P

Ready to eat	
Item	Description
JICAMA STICKS	Random cut sticks, approximately 2" - 4" long, 1/4" diameter, packed in 5 lb. plastic bags.
ROMAINE, Chopped	Cleaned and ready to use, 12 lb. case or equivalent. 6/2lb bags per case.
CAULIFLOWER FLORETS	Packed in 5 lb. bags, count to be 50-55 buds per pound. Clean, Compact, Color –White, Creamy white or cream

Company Name: _____

Specify % Markup		Contract Price - Cost Plus Formula					
Note: 'C'='B' + % Markup Specified. 'E'='C' x 'D'		A	B	C	D	E	F
Produce item or equal	Projected Purchase Quantities ***Unit is desired pack size, this column refers to pieces/pounds	Pack Size/Case	Actual Cost Per Case	Price Per Unit (Calculated Including % Markup)	Number of Cases to Meet Projected Purchase Quantity	Price Extension (Calculated)	Checkmark Non-Domestic Products Only
Apple 198's	630cs or 124,740ea						
Apple 163's	336cs or 54,850ea						
Asian Pears	10,800ea						
Banana, Petite	1,004cs or 150,600ea						
Banana	540cs or 54,000ea						
Broccoli florets	90cs or 1,080lbs						
Cantaloupe	850lbs						
Carrot, mini	4,600lbs.						
Carroteenie 2.6oz	361cs or 3,610ea						
Cauliflower florets	600lbs						
Cucumber	356cs or 12,800ea						
Fuyu Persimmons	3,000ea						
Grapes	500lbs						
Honeydew Melon	850lbs						
Jicama, sticks	7,350 lbs						
Lettuce, Green Leaf	50ea						
Lettuce, Iceberg	50ea						
Lettuce, Red Leaf	50ea						
Lettuce, Chopped Romaine	900 cs or 10,800lbs						

Specify % Markup Note: 'C'='B' + % Markup Specified. 'E'='C' x 'D'		Contract Price - Cost Plus Formula Price per unit must remain firm for the full contract period					
Produce item or equal	Projected Purchase Quantities ***Unit is desired pack size, this column refers to pieces/pounds	A Pack Size/Case	B Actual Cost Per Case	C Price Per Unit (Calculated Including % Markup)	D Number of Cases to Meet Projected Purchase Quantity	E Price Extension (Calculated)	F Checkmark Non-Domestic Products Only
Nectarines	60cs						
Onion, Red	50lbs						
Onion, Yellow	50lbs						
Orange, 138	650 cs or 89,700ea						
Oranges-Mandarins	100cs						
Peaches - Seasonal	30cs						
Pears, Ready-to-Eat	150cs						
Pepper, Green	20lbs						
Pepper, Red	20lbs						
Plums-Seasonal	30cs						
Satsuma Mandarins	100cs						
Strawberries-Seasonal	65cs						
Tomato, Roma	10cs						
Tomato, Grape, Pear or Cherry	265flat						
Watermelon Seedless	600lbs						

San Rafael City Schools
RFP # NS-01-19-P

Attachment "B", School Site Locations

School Name	Address	Estimated Deliveries Per Week	Requested Delivery Windows
Bahia Vista Elementary School	125 Bahia Way, San Rafael	3	5:30 a.m. – 7:30 a.m.
Terra Linda High School	320 Nova Albion, San Rafael	3	6:00 a.m. – 8:00 a.m.
Central Kitchen	150 Third Street, San Rafael	5	5:30 a.m. – 7:30 a.m.
San Rafael High School	150 Third Street, San Rafael	5	5:30 a.m. – 7:30 a.m.

San Rafael City Schools

RFP # NS-01-19-P

EVALUATION CRITERIA

Proposals that turn in a completed response will be evaluated against the evaluation criteria shown below. “What Proposers Should Submit” indicates what the District is asking proposers to provide with respect to each evaluation criterion. “What we’re looking for” explains the basis for judging the proposal submittal for the particular evaluation criterion and the points awarded for meeting the criteria. Evaluators may allocate up to the maximum number of points indicated for each criterion for an aggregate maximum total of up to 55 points for firms proposing. Proposers must reach a minimum of 42 point before being eligible to move to the evaluation of cost.

Evaluation Criteria	What We’re Looking For & Points Awarded for meeting criteria	What Proposers Should Submit	Max. Points
Service & Satisfaction / Previous Performance	<p>20 Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show:</p> <ul style="list-style-type: none"> • Prompt responses and satisfactory resolution to requests for information and complaints & issues • Courtesy and responsiveness to all district personnel at all times • Ready access to decision-making executives and assigned point of contact. • Ongoing market updates and communication regarding product availability to identify best priced products. <p>0 Points: References and/or vendor questionnaire that demonstrate poor performance or inability to meet criteria described above.</p>	<ul style="list-style-type: none"> • Reference forms • Responses to Vendor Questionnaire – Q#4, #5, #6, #7, #8, #12, #13, & #14 	20
Delivery	<p>15 Points: Ability to deliver within the District’s designated time/days & positive references of timely & accurate delivery.</p> <p>10 Points: Ability to deliver within District’s designated time but on alternate delivery days & positive references of timely & accurate delivery</p> <p>0 Points: Unable to meet District’s designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.</p>	<ul style="list-style-type: none"> • Responses to Vendor Questionnaire – Q#1, #2, #3, #6, #7 • Reference inquiries 	15
Safety Record & Controls	<p>10 Points: Proposing firm can provide evidence, in the form of a written Food Safety & Security Program <u>OR</u> HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that:</p> <ul style="list-style-type: none"> • Proposer’s staff are properly and regularly trained in current safety procedures, • The proposer’s facilities are regularly inspected by accredited agencies and proposer’s facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. • If needed, the proposer’s record-keeping program is such that 	<ul style="list-style-type: none"> • HACCP Plan or Food Security and Safety Program • Reference inquiries • Responses to Vendor Questionnaire – Q#3, #9 	10

San Rafael City Schools

RFP # NS-01-19-P

Evaluation Criteria	What We're Looking For & Points Awarded for meeting criteria	What Proposers Should Submit	Max. Points
	<p>the proposer would be able to promptly trace any product to its original supplier and source of origin.</p> <ul style="list-style-type: none"> Proposing firm can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. <p>0 Points: Unable to meet or provide above specified criteria.</p>		
Ability to provide products sourced within 250 miles	<p>10 Points: Ability to provide 40% or more products sourced within 250 miles.</p> <p>7 Points: Ability to provide 20-39% of products sourced within 250 miles.</p> <p>3 Points: Ability to provide 1-19% of products sourced within 250 miles.</p> <p>0 Points: Unable to source any products within 250 miles.</p>	<ul style="list-style-type: none"> Responses to Vendor Questionnaire – Q#11 	10
		TOTAL POINTS:	55

Cost: A Proposer scoring sufficient points on the evaluation criteria will move forward to evaluation of cost. Proposers should complete the Price Sheet 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.

San Rafael City Schools

RFP # NS-01-19-P

DISTRIBUTOR'S STATEMENT REGARDING INSURANCE COVERAGE

To Be Submitted with Proposal

DISTRIBUTOR HEREBY CERTIFIES that the DISTRIBUTOR has reviewed and understands the insurance coverage requirements specified in the Request for Proposal No. NS-01-19-P, for produce Products & Services. Should the DISTRIBUTOR be awarded the contract for the work, DISTRIBUTOR further certifies that the DISTRIBUTOR can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the San Rafael City Schools as Additional Insured for the work specified.

Name of DISTRIBUTOR (Person, Firm, or Corporation)

Signature of DISTRIBUTOR's Authorized Representative

Print Name & Title of Authorized Representative

San Rafael City Schools

RFP # NS-01-19-P

NON-COLLUSION DECLARATION
To Be Submitted With Proposal

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

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

Name of DISTRIBUTOR (Person, Firm, or Corporation)

Signature of DISTRIBUTOR's Authorized Representative

Print Name & Title of Authorized Representative

Date of Signing

San Rafael City Schools

RFP # NS-01-19-P

WORKERS' COMPENSATION CERTIFICATION

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

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

Name of DISTRIBUTOR (Person, Firm, or Corporation)

Signature of DISTRIBUTOR's Authorized Representative

Print Name & Title of Authorized Representative

Date of Signing

In accordance with Article 5 (commencing at §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.

San Rafael City Schools

RFP # NS-01-19-P

SCHOOL DISTRICT REFERENCES:

List a minimum of **three (3)** references from Bay Area School Districts in Alameda, Contra Costa, Marin, Napa, San Francisco, Solano or Sonoma counties for contracts you have completed in the last three years that are of similar scope and complexity.

#1

District Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

Telephone Number: _____

#2

District Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

Telephone Number: _____

#3

District Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

Telephone Number: _____

San Rafael City Schools

RFP # NS-01-19-P

REQUEST FOR PROPOSAL SIGNATURE PAGE

In compliance with the request for proposals, the undersigned, acting for the firm named, hereby proposes and agrees, if this proposal or part of this proposal is accepted, to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

I certify that I have read the attached RFP # NS-01-19-P for produce, products & services and accompanying instructions that I am authorized to commit the firm to the proposal submitted.

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this proposal are true and correct. The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signature of Authorized Company Representative Date

Type or Print Name & Title of Authorized Company Representative

Name of Company

Address City and State

Area Code Telephone Number Fax Number

E-mail Address

Company Website

Federal Tax ID Number D&B D-U-N-S® Number

San Rafael City Schools
RFP # NS-01-19-P

FINGERPRINT/Background CLEARANCE CERTIFICATION

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

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

By: _____
(Signature) (Date)

Name: _____
(Type or Print)

Title: _____

San Rafael City Schools

RFP # NS-01-19-P

EQUAL OPPORTUNITY EMPLOYEMENT

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

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

CERTIFICATE

I/We hereby certify that the _____

_____ (Company) is an equal

opportunity employer as defined in the Equal Opportunity Act.

Date

Contractor

Signature

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

Date: _____

Contractor: _____

Signature: _____

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

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

The CONTRACTOR shall be aware of signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall be aware that these signs are prominently displayed in all entrances to school property at all times.

Date

Contractor

Signature

San Rafael City Schools

RFP # NS-01-19-P

U.S. Department of Agriculture Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at the [Filing a Program Discrimination Complaint as a USDA Customer page](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue,
SW Washington, D.C. 20250-
9410;

(2) fax: 202-690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.