



El Dorado Union High School District Request for Proposal (RFP)

Proposal Reference (PR) Number 2023-24-01

Fresh/Frozen/Dry Foods and Supplies

El Dorado Union High School District

Attn: Purchasing

4675 Missouri Flat Rd.

Placerville, CA 95667

mhaman@eduhd.net

www.eduhd.net

RFP Issue Date:

May 10, 2023

RFP Submission Deadline:

June 5, 2023

RFP Opening:

June 6, 2023

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SECTION 1: PROCEDURAL AND SUBMISSION REQUIREMENTS

Description: The El Dorado Union High School District herein referred to as “the District” or “EDUHSD” 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.

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, 2023** and ending June 30, 2024.

Proposal Deadline: June 5, 2023 by 4:00 P.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Proposals will be accepted up to, and no proposal may be withdrawn after, the due date and time for submission.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 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 to all proposers that have submitted proposals and proposers that have requested a copy of the solicitation.

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

District Contact Person:	Megan Haman
Contact Person Title:	Purchasing Specialist
Contact Person Phone #:	(530) 622-5081 ext. 7302
Contact Person email:	mhaman@eduhd.k12.ca.us

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 the following location:

El Dorado Union High School District
Attn: Megan Haman
4675 Missouri Flat Rd. Bldg. A
Placerville, CA 95667

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 Megan Haman, in writing at the El Dorado Union High School District: 4675 Missouri Flat Rd. Placerville, CA 95667; 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 in response to this solicitation. Proposers must deliver or mail 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. Below is a list of documents which must be completed and submitted with your proposal to be considered responsive.

Attachment B	Vendor Pricing Forms
Attachment C	Proposer Contact Information & References
Attachment D	Independent Price Determination Certificate
Attachment E	Fingerprint Certification
Attachment F	Certification and Disclosure Statement
Attachment F-1	Suspension and Debarment Certification
Attachment G	Lobbying Certification
Attachment H	Disclosure of Lobbying Activities
Attachment I	Equal Opportunity Employment Certification
Attachment J	Vendor's Certification regarding Drug Free Workplace
Attachment K	Vendor's Certification regarding Worker's Compensation
Attachment L	Clean Air and Water Act Certificate
Attachment M	Buy American Provision

Vendor Pricing Form (Product Lists): The Product List is attached hereto as "Vendor Pricing Form" (Attachments B1-B8). 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, 2024, 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 June 5, 2023 at 4:00 P.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 to be mailed or delivered in a sealed envelope to the below stated address and identified as **Proposal Number: 2023-2401-B1 Grocery, 2023-2401-B2 Snacks, 2023-2401-B3 Paper Products, , 2023-2401-B4 Dairy; 2023-2401-B5 Linen, or 2023-2401-B6 Frozen Yogurt;** according to which proposal(s) you will be bidding on. The word **“Original”** shall be plainly stated on the original proposal. It is not necessary to submit each copy in a separate envelope; they may be submitted in one packet. 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 El Dorado Union High School District, Food Service Department, 4675 Missouri Flat Rd. Placerville, CA 95667 no later than Friday: June 5, 2023 4:00 P.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.

SCHEDULE OF EVENTS

May 10, 2023	RFP’s Released
May 31, 2023	Deadline to Receive Questions
June 1, 2023	Questions and Answers Released
June 5, 2023	RFP Responses are Due - 4:00pm
June 6, 2023	Opening of RFP Responses - 10:00am

Amendments and Modifications: The District reserves the right to modify the awarded contract by mutual agreement between the District 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, 2023 to June 30, 2024. Both parties to the awarded contract will agree to enter into this awarded contract for a one-year period. However, upon mutual consent between El Dorado Union High School District and the awarded Vendor, before the end of the contract term, the contract may be continued for two additional one (1) year periods not to exceed **June 30, 2024**. Renewals may not include an increase in processing fees; however, general price increases will be entertained with documentation on how price increases are calculated.

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: Products will be delivered to the District at the following Addresses at or before the scheduled time listed below.

Locations:	El Dorado High School 561 Canal Street Placerville, CA 95667	Oak Ridge High School 1120 Harvard Way El Dorado Hills, CA 95762
	Ponderosa High School 3661 Ponderosa Way Shingle Springs, CA 95682	Union Mine High School 6530 Koki Lane El Dorado, CA 95623

All Deliveries must be completed between 6:30 A.M. - 11:00 A.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 all four school sites.

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 produce 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 El Dorado Union High School District 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 El Dorado Union High 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 El Dorado Union High School District, 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: District has to the best of its 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 District will not guarantee any minimum utilization or compensation to be paid to a Proposer.

Competitive Pricing: The pricing is for the 2023-2024 school year. Proposer must complete the *"Vendor Pricing Form"*. 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, 2023 (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. This date should be recorded in Good Thru Date column on *"Vendor Pricing Form"*.
- 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 packer's 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: Minimums are as follows: Grocery = 57 of 76 products, Snack = 43 of 57 products, Paper 21 of 28 Products, Dairy 7 of 9 products, Linen all, Yogurt all, Slushy/Tea all.
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, 2023. 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 Data Sheets:** The District requires Product Data Sheets for all food products that do not have a Standards of Identity. Product Data Sheets must be compiled into a book or in an electronic medium and given to the District by selected Vendor by July 15, 2023. The District will choose the appropriate medium and may choose to receive both paper and electronic form. **Failure to provide required Product Data Sheets or approved equivalent may be grounds for termination of contract.**
14. 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.

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

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			
Evaluation Criteria	Review Criteria	Submission Requirements	Point Value
Price	Best possible pricing for the District	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.	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 system available.	Attachment C: Proposer Contact information and Reference list contains at least (3) references. Vendor Ordering Policy attached.	20
Service & Delivery	History with District, if available and/or reference check to confirm vendor's history of delivering products in a timely manner, in good condition at the correct temperatures.	Attachment A: District Profile, delivery sites and delivery times accepted and agreed to. Service and Delivery Policy Attached.	10
Food Safety Program (HACCP Plan)	Vendor has adequate controls in place to effectively manage a food recall. Vendor has an adequate food safety program in place.	Vendor Narrative: Company's policy concerning Food Safety, Quality Control and Management of a Food Recall.	5
Complete Package	All Attachments required have been signed and submitted.	Attachment B: Vendor Pricing Form Attachment D: Independent Price Determination Attachment E: Fingerprinting Attachment F: Suspension and Debarment Attachment G: Lobbying Attachment H: Disclosure of Lobbying Activities Attachment I: Equal Opportunity Employer Attachment J: Drug Free Workplace Attachment K: Worker's Compensation Attachment L: Clean Air and Water Act Attachment M: Buy American Provision	5
Total Possible Score:			100

SECTION 8: AWARD AND POST AWARD INFORMATION

Award: Contract will be awarded to the most responsive and responsible Proposer scoring the greatest number of points based on criteria described in this solicitation.

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, 2023 through June 30, 2024. 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.



DOCUMENTS REQUIRED FOR A COMPLETE PROPOSAL

RFP 2023-2401

Use this checklist to ensure all attachments have been included in your submission. Please attach this form to the front of your submitted proposal.

Company Name:		
Phone Number:		Office Use (Only)
<input type="checkbox"/> Attachment B:	Vendor Pricing Forms: (Mark only the "Product Forms" you are bidding on.) <input type="checkbox"/> 01-B1 Grocery Items <input type="checkbox"/> 01-B2 Snack Foods <input type="checkbox"/> 01-B3 Paper Products <input type="checkbox"/> 01-B4 Dairy <input type="checkbox"/> 01-B5 Linens <input type="checkbox"/> 01-B6 Frozen Yogurt <input type="checkbox"/> 01-B7 Juice Slushy/Iced Tea	<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:	Proposer Information & References	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment D:	Independent Price Determination Certificate	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment E:	Finger Print Certificate	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment F:	Suspension and Debarment Certification and Disclosure (Attach:F1)	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment G:	Lobbying Certification	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment H:	Disclosure of Lobbying Activities (If applicable)	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment I:	Equal Opportunity Employment Certification	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment J:	Vendor's Statement regarding Drug Free Workplace	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment K:	Vendor's Statement regarding Worker's Compensation Insurance	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment L:	Clean Air & Water Act Certification	<input type="checkbox"/> Received
<input type="checkbox"/> Vendor Narrative:	Rebates, discounts and credits. (see pg. 12)	<input type="checkbox"/> Received
<input type="checkbox"/> Vendor Policy:	Safety Program/Recalls (HACCP Plan)	<input type="checkbox"/> Received
<input type="checkbox"/> Attachment M:	Buy American Certification	<input type="checkbox"/> Received

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



ATTACHMENT A

District Profile

El Dorado Union High School District

RFP 2023-2401

EDUHSD Billing Address Telephone Number Billing Contact Person	El Dorado Union High School District 4675 Missouri Flat Rd. Placerville, CA 95667 (530) 622-5081 x 7248 or (916) 933-5165 x 7248 Megan Haman
Site Type: Schools	El Dorado HS (EDHS), Oak Ridge HS (ORHS), Ponderosa HS (PHS) and Union Mine HS (UMHS)
Estimated annual purchases under Proposal Contract	See product lists for the District's annual usage per product.
Delivery Addresses	EDHS: 561 Canal Street, Placerville CA 95667 ORHS: 1120 Harvard Way, El Dorado Hills, CA 95762 PHS: 3661 Ponderosa Rd. Shingle Springs, CA 95682 UMHS: 6530 Koki Lane, El Dorado CA 95623
Delivery Concerns	See list of Delivery requirements.
Delivery Type	Full Service- Delivered to the kitchen
Enrollment (District)	Approx.: 6650
Average Annual Breakfast (served)	EDHS: 45,000 ORHS: 80,000 PHS: 90,000 UMHS: 62,000
Average Annual Lunch (served)	EDHS: 100,000 ORHS: 100,000 PHS: 115,000 UMHS: 85,000
Average Annual Snack (a-la-Carte) (served)	EDHS: 40,000 ORHS: 47,000 PHS: 50,000 UMHS: 50,000
Delivery Days and Times	Monday-Friday as ordered by sites 6:30 am to 11:00 am

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



**ATTACHMENT B-1
EL DORADO UNION HIGH SCHOOL DISTRICT
VENDOR PRICING FORM**

Food Service RFP 2023/24 01-B1 Grocery

PROPOSERS, complete, sign, and return this Vendor Pricing Form along with all required documentation requested in the RFP to:

4675 Missouri Flat Rd.
Placerville, CA 95667
Attn: Purchasing

Completed proposal must be submitted no later than: **June 5, 2023** by **4:00 P.M. PDT**. Proposer's failure to execute/sign proposal prior to submittal may render proposal non-responsive.

Item No.	Description	Brand	Estimated Annual Case Usage	Pack Size	Weight	Unit Price	Case Price	Extended Total Case	Good Through Date
1.	Whole Grain Breaded Onion Rings		25		30 lbs.				
2.	Veggie Chow Mein		75	6	5 lbs.				
3.	Alfredo Buds		10	8	1lb				
4.	Marinara Sauce		20	6	#10 can				
5.	Sandwich P-nut Btr & Jelly (WG)		350	72	2.6 oz.				
6.	Sandwich P-nut Btr & Jelly (WG)		600	36	5.6 oz.				
7.	French Toast Sticks (WG)		50	12	2 lbs.				
8.	51% Whole Grain Dutch Waffle	J & J	25	48	2.9 oz.				
9.	Corn Dog Chicken (WG) CN		200	72	4 oz.				
10.	Potato Tater Tots		200	6	5 lbs.				
11.	Rice Parboiled		25	1	25 lbs.				
12.	Beans Refried vegetarian		30	6	#10 can				
13.	Soft Pretzel	J & J	100	100	2.2 oz				
14.	Strawberry Sliced 4x1		25	6	6.5 lbs				
15.	Blueberry Wild Maine IQF		20	2	5 lbs				
16.	Berry Perfect		30	2	5 lbs.				
17.	Cereal Granola Oats	Nature Valley	50	4	50 oz.				
18.	Chip Tortilla (Bulk)		400	1	12lb.				
19.	Crouton Cheese/Garlic HMSTY		50	1	10 LBS				
20.	Sliced Sandwich Bread 51% WG		75	10	1.5 lbs				
21.	Hamburger Bun WG 4"		1400	144/12					
22.	6" Roll Hoagie WG		150	144	2.5 oz.				
23.	WG Croissant Sliced		100	48	2.2oz				
24.	Tortilla Flour 10" 51% WG		300	12/10ct					
25.	Tortilla Flour 8" 51% WG		200	24/12ct.					
26.	WG Muffin Wild Blueberry IW		100	48	4 oz.				
27.	WG Muffin Choc Chip IW		100	48	4 oz.				
28.	WG Muffin Double Choc Chip IW		200	48	4 oz.				
29.	Donut: Chocolate 6 pk IW	Super Bakery	400	60	3 oz.				
30.	Donut: White Powder 6 pk. IW	Super Bakery	275	60	3 oz.				

Item No.	Description	Brand	Estimated Annual Case Usage	Pack Size	Weight	Unit Price	Case Price	Extended Total Case	Good Through Date
31.	Bagel: Plain WG, IW		225	72	3 oz.				
32.	Icing Vanilla Heat N Ice	Rich's	25	1	12lb.				
33.	Biscuit Buttermilk Round 3"		50	100	2.25 oz				
34.	Pop tart Strawberry WG 2ct	Kellogg	275	72	3.53				
35.	Pop tart Fudge WG 2ct	Kellogg	225	72	3.53				
36.	Pop tart Cinnamon WG 2ct	Kellogg	225	72	3.53				
37.	Cereal pack: WG variety of flavors	General Mills	400	60	2.0oz				
38.	Dressing Caesar Creamy Pkt.		150	60	1.5 oz.				
39.	Dressing Ranch Pkt.		20	100	1.5 oz.				
40.	Cowgirl/cocoa/pumpkin/Muffin Batter	Fat Cat	100	2	9lb				
41.	Taco Sauce Packet		50	200	12grm				
42.	Dressing Ranch Buttermilk		75	200	12 gms				
43.	Ketchup Packet Poly		200	1000	9 gms.				
44.	Mayonnaise Packet		50	500	9 gms.				
45.	Mustard Packet		50	500	9 gms.				
46.	BBQ Sauce Poly Packet		175	6	12grm				
47.	Banana Bread WG		150	54	4oz.				
48.	Donut Ring WG	Rich's	75	84	2.45oz				
49.	Benefit Breakfast Bar Variety IW	J&J	2100	48	2.5oz				
50.	Cream Cheese Cup Plain		100	100	1 oz.				
51.	Cream Cheese Cup Strawberry		50	100	.75 oz.				
52.	Juice Eco Crtn: Orange	SUNCUP	1000	70	4 oz.				
53.	Juice Eco Crtn: Apple	SUNCUP	1000	70	4 oz.				
54.	Juice Eco Crtn: Orange-pineapple	SUNCUP	1000	70	4 oz.				
55.	Juice Eco Crtn: Fruit Punch	SUNCUP	1000	70	4 oz.				
56.	Mayonnaise Heavy Duty		50	4	1 Gal				
57.	Pancake Syrup Cup		150	200	12grm				
58.	BBQ Sauce gallon		40	4	1 Gal				
59.	Dressing Mix Dry: Ranch		50	18	3.2 oz.				
60.	Sauce: Teriyaki Glaze	Kikkoman	15	6	5 lbs.				
61.	Pickle: Dill Hamburger Sliced		25	4	1 Gal				
62.	Cheese: Parmesan Shredded		50	4	5 lbs.				
63.	Yogurt: Vanilla Parfait Pouch	Yoplait	250	6	4 lbs.				
64.	Yogurt: Strawberry Parfait Pouch	Yoplait	125	6	4 lbs.				
65.	WW Cinnamon Roll IW		75	36	3 oz				
66.	Buttermist Spray	Butter Buds	30	6	17 oz.				
67.	Garlic Buttermist Spray	Butter Buds	30	6	17 oz.				
68.	All Purpose Food Release Spray	White Cap	30	6	21.5oz.				

Organization Name (Print): _____

Name and Title of Authorized Representative (Print): _____

Address: _____ City: _____ State: _____ Zip: _____

I certify by my signature below that the PRICES quoted in this proposal are correct and that the proposal conforms to all specifications and requirements outlined in this solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company's proposal documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Proposer and the District.

The undersigned hereby offers to provide products as specified in this proposal for the period starting **July 1, 2023** and ending **June 30, 2024**.

I understand that the District reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of (30) days from the time of opening of the proposal.

Signature (of authorized representative) Date: _____

Print Name: _____

Title: _____

Please Note: Accepting a Vendor's Proposal does not constitute award of this contract.



**ATTACHMENT B-2
EL DORADO UNION HIGH SCHOOL DISTRICT
VENDOR PRICING FORM**

Food Service RFP 2023/24 01-B2 Snack Products

PROPOSERS, complete, sign, and return this Vendor Pricing Form along with all required documentation requested in the RFP to:

4675 Missouri Flat Rd.
Placerville, CA 95667
Attn: Purchasing

Completed proposal must be submitted no later than: **June 5, 2023** by **4:00 P.M. PDT**. Proposer's failure to execute/sign proposal prior to submittal may render proposal non-responsive.

Item No.	Description	Brand	Estimated Annual Case Usage	Pack Size	Weight	Unit Price	Case Price	Extended Total Case	Good Thorough Date
1.	WG Frosted Cookie Pink	Tools for Schl	20	126	1.5 oz				
2.	WG Frosted Cookie White	Tools for Schl	20	126	1.5 oz				
3.	Pop Tart WG (1-CT) Asst. Flavors	Kellogg	20	120	1.76 oz				
4.	Popcorn Chdr Wht Delight	SmartFood	50	72	.5 oz				
5.	Popcorn Kit Mega Pop	Goldmdl	35	24	8 oz				
6.	Breakfast Bar Nutri Grain Asst	Kellogg	25	48	1.3 oz				
7.	Snack Bar cereal RiceKrsp WG	Kellogg	150	80	1.41 oz				
8.	Snack Bar RiceKRSP Choc WG	Kellogg	150	80	1.41 oz				
9.	Snack Bar RiceKRSP confetti WG	Kellogg	100	80	1.48 oz				
10.	Red Velvet Cookie IW	Buena Vista	20	90	1.9 oz				
11.	Granola Bar Oat & Honey	Nature Valley	25	48	1.49oz				
12.	Cereal Bar: Asst Flavors	GM	30	96	1.42 oz				
13.	Beverage Mix Frothy Alegria	Nestle	25	8	32 oz				
14.	Coffee Cappuccino French Vanilla	Nescafe	25	6	2lb				
15.	Coffee Freeze Dry Decaf	Nescafe	25	4	250gm				
16.	Cocoa Mix Instant Dark Chocolate	Nestle	25	12	1.75 lb				
17.	Scooby Doo Fruit Snacks	GM	50	96	.9 oz				
18.	Chips: Cheese Puff R-Fat	Cheetos	20	72	.7 oz				
19.	Chips: Tortilla Nacho R-Fat	Doritos	125	72	1 oz				
20.	Chips: Tortilla Cool Ranch R-Fat	Doritos	75	72	1 oz				
21.	Chips: Tortilla Spicy Swt Chl R-Fat	Doritos	125	72	1 oz				
22.	Chips: Tortilla R-Fat Flamas	Doritos	300	72	1 oz				
23.	Chips: Potato Chdr Sourcream bkd	Ruffles	25	64	.8 oz				
24.	Chips: Potato BKD BBQ	BKDLAYS	75	60	.875 oz				
25.	Top N Go Nacho	Dorito	40	21	2.5oz				
26.	Chips: Potato Crisp Sour Cr. Onion	BKDLAYS	15	60	.875oz				
27.	Chips: Flaming hot baked	Cheetos	125	104	.875oz				
28.	Cracker Cheddar Whl Grn	Cheezit	75	60	1oz				
29.	Sweet & Salty Kettle Corn	Whole Earth	50	60	1oz				
30.	Snapple 100% : Asst Flavors	Snapple	400	24	11.5oz				
31.	Drink Sparkling Juice Assort Flavors	Izzebev	350	24	8.4 oz.				

Item No.	Description	Brand	Estimated Annual Case Usage	Pack Size	Weight	Unit Price	Case Price	Extended Total Case	Good Thorough Date
32.	Milk Soy Single Serve Chocolate	Pacific	25	24	8oz.				
33.	PowerAde Zero Asst. Flavors	PowerAde	1500	24	20oz				
34.	Dasani Water	Dasani	400	24	20oz				
35.	Smart Water Sports Cap	GLACEAU	900	24	23.7oz				
36.	Gatorade Zero Asst. Flavors	Gatorade	2000	24	20oz				
37.	Juice Apple PET	Treetop	275	24	10oz				
38.	Juice Cranberry PET	Treetop	125	24	10oz				
39.	Water Spring Alpine w/ Sport cap	Crystal	500	24	23.6oz				
40.	Water Spring Alpine Flt Top	Crystal	800	35	16.9oz				
41.	Water Asst. Flavors	Propel	700	24	16.9oz				
42.	Juice Drink: Asst. Flavors	Naked Juice	750	8	10oz				
43.	Drink 100% Juice Asst. Flavors	Capri Sun	50	40	6oz				

Organization Name (Print): _____

Name and Title of Authorized Representative (Print): _____

Address: _____ City: _____ State: _____ Zip: _____

I certify by my signature below that the PRICES quoted in this proposal are correct and that the proposal conforms to all specifications and requirements outlined in this solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company's proposal documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Proposer and the District.

The undersigned hereby offers to provide products as specified in this proposal for the period starting **July 1, 2023** and ending **June 30, 2024**.

I understand that the District reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of (30) days from the time of opening of the proposal.

Date: _____

Signature (of authorized representative) _____

Print Name: _____

Title: _____



ATTACHMENT B-3
EL DORADO UNION HIGH SCHOOL DISTRICT
VENDOR PRICING FORM
Food Service RFP 2023/24 01-B3 Paper Products

PROPOSERS, complete, sign, and return this Vendor Pricing Form along with all required documentation requested in the RFP to:

4675 Missouri Flat Rd.
Placerville, CA 95667
Attn: Purchasing

Completed proposal must be submitted no later than: **June 5, 2023** by **4:00 P.M. PDT**. Proposer's failure to execute/sign proposal prior to submittal may render proposal non-responsive.

Item No.	Description	Brand	Estimated Annual Case Usage	Pack Size	Weight	Unit Price	Case Price	Extended Total Case	Good Through Date
1.	Cup Insulated Hot Bev 10oz		20	500					
2.	LID Hot Bev Cup 10oz		20	500					
3.	Tray: Paper Red Plaid 2 lb.		50	1000	2 lb.				
4.	Tray: Paper Red Plaid 3 lb		150	500	3 lb.				
5.	Tray: Paper Red Plaid 5 lb.		75	500	5 lb.				
6.	Spoon plastic Med White		50	1000					
7.	Fork Plastic Med White		50	1000					
8.	Foil Cheeseburger Wrap 10.5x14		30	2000					
9.	Foil Chicken Wrap 10.5x14		50	2000					
10.	Wrap Cushion Red		40	2000					
11.	Wrap Cushion Blue		40	2000					
12.	Wrap Cushion Green		10	2000					
13.	Glove Synthetic FDSRV PF MED		50	10 / 500					
14.	Glove Synthetic FDSRV PF LRG		50	10 / 500					
15.	Glove Synthetic FDSRV PF XL		10	10 / 500					
16.	Fork Heavy Black		35	1000					
17.	Liner Pan Paper Quillon 16x24		20	1000					
18.	Cup Plas PRTN Trans 2 oz		40	20 / 125					
19.	Lid Plas CLR F/1.5-2.5 oz PRTN		40	20 / 125					
20.	Cup PLAS PRTN Trans 4 oz		40	25 / 100					
21.	LID PLAS CLR F/3-4 oz PRTN		40	25 / 100					
22.	Bag Foil Plain		25	1000					
23.	Bag Foil Cheeseburger		10	1000					
24.	Container PLAS CLR hng 8x8x3		75	2/125ct					
25.	Pagoda Food Pail 16oz		30	9/50ct					
26.	Film PVC Roll 2000FT w/Slide		20	1/18in					
27.	Foil sheet 9"x10.75" in Silver		10	6 / 500					
28.	Foil Almn Sheet 12" x 10.75"		20	6 / 500					
29.	Cont Plastic Clr Hngd 8.5x4.5x3		20	250ct					
30.	Lid PLAS CLR Flat w/slot 16oz		30	10/100					
31.	Cup PLAS CLR 16ounce		30	20/50					
32.	Lid PLAS CLR Flat w/slot 12oz		30	10/100					
33.	Cup PLAS CLR 12oz		40	20/50ct					
34.	5" Plastic Hinged Clam Shell		100	3/125					
35.	Bag PPR Deli DblView ToGo Rnd/Square Nat Med 4.5x2.5x8.5		75	500					
36.	Napkin Disp 8.5x13 wht 1 ply	Tork	15	12/500					
37.	Sheet 14x14 Polypropylene Clr		10	1000					
38.	Bowl Poly Micro Incredi-bowl		25	12oz					
39.	Incredi-Bowls Lid		25	12oz					

Name and Title of Authorized Representative (Print): _____

Address: _____ City: _____ State: _____ Zip: _____

I certify by my signature below that the PRICES quoted in this proposal are correct and that the proposal conforms to all specifications and requirements outlined in this solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company's proposal documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Proposer and the District.

The undersigned hereby offers to provide products as specified in this proposal for the period starting **July 1, 2023** and ending **June 30, 2024**.

I understand that the District reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of (30) days from the time of opening of the proposal.

Signature (of authorized representative) Date: _____

Print Name: _____

Title: _____

Please Note: Accepting a Vendor's Proposal does not constitute award of this contract.



ATTACHMENT B-4
EL DORADO UNION HIGH SCHOOL DISTRICT
VENDOR PRICING FORM
Food Service RFP 2023/24 01-B4 Dairy

PROPOSERS, complete, sign, and return this Vendor Pricing Form along with all required documentation requested in the RFP to:

4675 Missouri Flat Rd.
 Placerville, CA 95667
 Attn: Purchasing

Completed proposal must be submitted no later than: **June 5, 2023** by **4:00 P.M. PDT**. Proposer's failure to execute/sign proposal prior to submittal may render proposal non-responsive.

Item No.	Description	Brand	Estimated Annual total units	Pack Size	Weight	Unit Price	Case Price	Extended Total Case
1.	Homogenized Milk		50	gallon				
2.	Homogenized Milk 1%		50,000	½ pint				
3.	Nonfat Chocolate Milk		90,000	½ pint				
4.	Nonfat Strawberry Milk		50,000	½ pint				
5.	Buttermilk		125	½ Gal				
6.								
7.								
8.								
9.								
10.								
11.								
12.								
Please Note: The District will award a contract allowing for the fluctuations in Dairy Prices established by the State of California.								

Organization Name (Print): _____

Name and Title of Authorized Representative (Print): _____

Address: _____ City: _____ State: _____ Zip: _____

I certify by my signature below that the PRICES quoted in this proposal are correct and that the proposal conforms to all specifications and requirements outlined in this solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company's proposal documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Proposer and the District.

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I understand that the District reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of (30) days from the time of opening of the proposal.

Signature (of authorized representative) _____ Date: _____

Print Name: _____

Title: _____

Please Note: Accepting a Vendor's Proposal does not constitute award of this contract.



ATTACHMENT B-5
EL DORADO UNION HIGH SCHOOL DISTRICT
VENDOR PRICING FORM
Food Service RFP 2023/24 01-B5 Linens

PROPOSERS, complete, sign, and return this Vendor Pricing Form along with all required documentation requested in the RFP to:

4675 Missouri Flat Rd.
 Placerville, CA 95667
 Attn: Purchasing

Completed proposal must be submitted no later than: **June 5, 2023** by **4:00 P.M. PDT**. Proposer's failure to execute/sign proposal prior to submittal may render proposal non-responsive.

Item No.	Description	Brand	Estimated Annual Towel Usage	Pack Size	Weight	Unit Price	Case Price	Extended Total Case	Good Through Date
1.	White cotton "Bar" towels cleaned and folded weekly.		7,680	60					
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
11.									
12.									

Organization Name (Print): _____

Name and Title of Authorized Representative (Print): _____

Address: _____ City: _____ State: _____ Zip: _____

I certify by my signature below that the PRICES quoted in this proposal are correct and that the proposal conforms to all specifications and requirements outlined in this solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company's proposal documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Proposer and the District.

The undersigned hereby offers to provide products as specified in this proposal for the period starting **July 1, 2023** and ending **June 30, 2024**.

I understand that the District reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of (30) days from the time of opening of the proposal.

Date: _____

Signature (of authorized representative) _____

Print Name: _____

Title: _____

Please Note: Accepting a Vendor's Proposal does not constitute award of this contract.



ATTACHMENT B-6
EL DORADO UNION HIGH SCHOOL DISTRICT
VENDOR PRICING FORM
Food Service RFP 2023/24 01-B6 Frozen Yogurt

PROPOSERS, complete, sign, and return this Vendor Pricing Form along with all required documentation requested in the RFP to:

4675 Missouri Flat Rd.
 Placerville, CA 95667
 Attn: Purchasing

Completed proposal must be submitted no later than: **June 5, 2023** by **4:00 P.M. PDT**. Proposer's failure to execute/sign proposal prior to submittal may render proposal non-responsive.

Item No.	Description	Brand	Estimated Annual Case Usage	Pack Size	Weight	Unit Price	Case Price	Extended Total Case	Good Through Date
1.	Frzn Yogurt Assorted Flavors		200	60	5 oz.				
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
11.									
12.									

Organization Name (Print): _____

Name and Title of Authorized Representative (Print): _____

Address: _____ City: _____ State: _____ Zip: _____

I certify by my signature below that the PRICES quoted in this proposal are correct and that the proposal conforms to all specifications and requirements outlined in this solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company's proposal documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Proposer and the District.

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I understand that the District reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of (30) days from the time of opening of the proposal.

Date: _____

Signature (of authorized representative) _____

Print Name: _____

Title: _____

Please Note: Accepting a Vendor's Proposal does not constitute award of this contract.



ATTACHMENT B-7
EL DORADO UNION HIGH SCHOOL DISTRICT
VENDOR PRICING FORM
Food Service RFP 2023/24 01-B7 Juice Slushy/Ice Tea

PROPOSERS, complete, sign, and return this Vendor Pricing Form along with all required documentation requested in the RFP to:

4675 Missouri Flat Rd.
 Placerville, CA 95667
 Attn: Purchasing

Completed proposal must be submitted no later than: **June 5, 2023** by **4:00 P.M. PDT**. Proposer's failure to execute/sign proposal prior to submittal may render proposal non-responsive.

Item No.	Description	Brand	Estimated Annual Case Usage	Pack Size	Weight	Unit Price	Case Price	Extended Total Case	Good Through Date
1.	100% Juice Concentrate		200	4/1gal					
2.	Decaf Electrolyte Tea/ flavors		100	4/64oz					
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
11.									

Organization Name (Print): _____

Name and Title of Authorized Representative (Print): _____

Address: _____ City: _____ State: _____ Zip: _____

I certify by my signature below that the PRICES quoted in this proposal are correct and that the proposal conforms to all specifications and requirements outlined in this solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company's proposal documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Proposer and the District.

The undersigned hereby offers to provide products as specified in this proposal for the period starting **July 1, 2023** and ending **June 30, 2024**.

I understand that the District reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of (30) days from the time of opening of the proposal.

 Signature (of authorized representative)

Date: _____

Print Name: _____

Title: _____

Please Note: Accepting a Vendor's Proposal does not constitute award of this contract.



ATTACHMENT C
Proposer Contact Information
RFP 2023-2401

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 _____



ATTACHMENT D
INDEPENDENT PRICE DETERMINATION CERTIFICATE
RFP # 2023-24-01

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

<hr/> Name of Vendor	<hr/> El Dorado Union High School District 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.

<hr/> Signature of Vendor's Authorized Representative	<hr/> Title	<hr/> 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:

<hr/> Signature of EDUHSD's Authorized Representative	<hr/> Title	<hr/> Date
---	-------------	------------



ATTACHMENT E
FINGERPRINT CERTIFICATION
RFP: 2023-24-01

Vendor Certification

I, [Click here to enter text.](#), am an authorized representative of/doing business as (Name of Vendor/Consultant) [Click here to enter text.](#), 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 El Dorado Union High School District 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 [Click here to enter text.](#) day of [Click here to enter text.](#), 2023, in [Click here to enter text.](#) County, California.

Name of Authorized Representative:

Title of Authorized Representative

X

(Signature)



Attachment F

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 F-1
SUSPENSION AND DEBARMENT CERTIFICATION
RFP 2023-2401

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 G
LOBBYING CERTIFICATION
RFP 2023-2401

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, Sub grants, 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 of 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: <div style="text-align: center; font-size: 1.5em; font-weight: bold;">X</div>	Date Signed



ATTACHMENT H

Disclosure of Lobbying Activities

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: _____
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4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub Awardee Name: _____ Street: _____ Street 2: _____ City: _____ State: _____ Zip: _____ Congressional District, if known: _____
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5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime: Congressional District, if known: _____
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6. *Federal Department/Agency	7. * Federal Program Name/Description CFDA Number If Applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known:

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

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

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee 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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," 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 I
EQUAL OPPORTUNITY EMPLOYMENT
RFP 2023-2401

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 [Click here to enter text.](#) (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)



ATTACHMENT J
VENDOR'S CERTIFICATION REGARDING DRUG-FREE WORKPLACE
RFP 2023-2401

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:

RFP 2023-2401

By: X



ATTACHMENT K
VENDOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION
(To be executed by Vendor and Submitted with Proposal)
RFP 2023-2401

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.)



ATTACHMENT L 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.

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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:



ATTACHMENT M

Buy American Provision

Buy American Provision (7 CFR, sections 210.21[d] and 220.16[d]; U.S. Department of Agriculture Policy Memorandum SP 38-2017)

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

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

All **creditable** food products must comply with the Buy American Provision requirement in 7 CFR, sections 210.21(d) and 220.16(d). **Note:** The SFA is not required to adhere to this provision for foods that are not creditable food components, such as spices, oils, or condiments.

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

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

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

The documented exception shall include the following (refer to PRU 10 for a template form):

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

The product was received by the SFA.

Signature of Authorized Representative:

X

Print Name of Authorized Representative/Title:

Date Signed: