This document is final as of 9/16/2024 and may be used by CAF staff to assist SFAs in issuing an informal Request for Quote related to values-aligned foods. An instruction manual will be forthcoming but until then please reach out to Vanessa Zajfen and/or Yousef Buzayan for questions about how to use and/or explain the use of the RFQ to SFAs.

**REQUEST FOR QUOTE**

**FOR**

**XXXX PRODUCTS**

Solicitation Name and Number: XXX

20XX - 20XX SCHOOL YEAR

FOR

XXXX SCHOOL DISTRICT

| **DATE** | **EVENT** |
| --- | --- |
| [INSERT DATE HERE] | Issue Request for Quote |
| [INSERT DATE HERE] | Deadline for Submitting Questions |
| [INSERT DATE HERE] | Submissions Due |
| [INSERT DATE HERE] | Review Submissions |
| [INSERT DATE HERE] | Winning Vendor Notified of Award |
| [INSERT DATE HERE] | Executed Contract to Board for Approval |

Deliver to: XXXX SCHOOL DISTRICT

POC NAME

DEPARTMENT ADDRESS

TELEPHONE NUMBER

EMAIL ADDRESS

Contact with Questions: XXXX SCHOOL DISTRICT

POC NAME

DEPARTMENT ADDRESS

TELEPHONE NUMBER

EMAIL ADDRESS

| **Topic of Concern** | **Page #** |
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**CIVIL RIGHTS/ANTI DISCRIMINATION STATEMENT**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint form, (AD-3027) found online at http://www.ascr.usda.gov/complaint\_filing\_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866)632-9992.

Submit your completed form or letter to USDA by:

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

2. Fax: (202) 690-7442 or

3. Email: program.intake@usda.gov

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

1. **NOTICE TO BIDDERS.** [XXXX] School District is requesting the submission of statements of qualifications from persons, qualified firms, partnerships corporations, associations, or professional organizations (“Bidder”) for the provision and delivery of [XXX] to the District, as further described herein.

1. **BACKGROUND.** [ADJUST LANGUAGE AS NEEDED]. [INSERT DISTRICT NAME HERE] manages a self-operated Food & Nutrition Services (FNS) Department. The FNS Department provides meal services at [X] locations including [X] child care centers, [X] elementary school sites, [X] junior high school, and [X] high schools. The District is a K-12 school district. There are approximately [X] students enrolled at these locations and the FNS Department serves approximately [X] lunches,[X] breakfast, and [X] suppers per school year. The District’s key objective is to get the best overall value for our students, considering quality, cost, service, diversity, community involvement, sustainability and other relevant values, for the products and services we intend to acquire.

1. **VALUES-ALIGNED PROCUREMENT**. [ADJUST LANGUAGE AS NEEDED]. The District participants in [ADD PROGRAMS HERE LIKE CHEF ANN FOUNDATIONS’s HSFP, GOOD FOOD PURCHASING, EAT REAL, ETC] . As such we expect our procurements, to the extent practical and in compliance with federal and state procurement regulations, to advance a set of values that goes beyond just the lowest priced food item but provides our students with foods that support environmental sustainability, promotes worker well-being, advances climate reliance, reduces food waste, and/or supports animal welfare. Examples of those items are locally grown, organic, regenerative certified and/or animal welfare certified. We are willing to buy said foods via special order, in advance or in bulk to secure quantities. If this bidder cannot provide said products we will buy them from other vendors. During the effective period of the contract, it is hereby agreed and understood that the District reserves the right to buy food items off contract. The District also reserves the right to add new items to the contract throughout the lifetime of the contract.
   1. This districts definition of locally grown, locally raised and/or locally caught is: [INSERT DISTRICT DEFINITION OF LOCAL HERE]
   2. INSERT ANY ADDITIONAL INFORMATION ABOUT THE ITEM BEING SOLICITED HERE (OPTIONAL).
   3. **DIVERSITY, EQUITY & INCLUSION.** [ADJUST LANGUAGE AS NEEDED]The District firmly believes that all aspects of a student’s education, from the classroom to the cafeteria, including decisions about practices, policies and resource allocation must be viewed through the District’s Diversity, Equity and Inclusion lens in order to make certain our plans and actions are designed to ensure all students are engaged members of an inclusive school community. Thus, the District’s Food & Nutrition Services Department seeks to advance equity through the use of government dollars used in procurement for the benefit of the community we serve, proportionate to the demographics in our community. This means we seek to directly procure from or partner with businesses that procure goods and services from a diverse set of vendors, contractors and/or local businesses - especially those owned by people of color. Examples of diversity, equity and inclusion in business include mandatory or aspirational sub-contract programs; required diversity plans; transparent, accessible, online sub-contracting systems; loan programs; small business set-asides; mentoring or coaching and so forth.
2. **MENU NEEDS** [ADJUST LANGUAGE AS NEEDED] The District Food & Nutrition Services operates multiple meal programs including National School Lunch Program (NSLP), The School Breakfast Program, Child & Adult Care Feeding Program, and NSLP Snack. The District uses a variety of [XXX] products in each program. Breakfast in the Classroom operates at [X] elementary sites and [X] grab and go breakfast programs at the junior high school and high school. A scratch cooked meal is served daily at lunch to all students. During lunch, [X] school cafeterias provide an “all you can eat” salad bar, containing fruits, vegetables, and composed salads, that students visit to choose their fruit and vegetable meal components. Students are allowed to return for more salad bar foods at no extra charge. Salad Bars also contain whole food items like various proteins, canned foods and fruits, crackers, mixed salads, pasta salads and more. Suppers are served to students in afterschool enrichment programs daily as are afterschool snacks. The District Food & Nutrition Services Department operates a summer school program for [X] students for [X] weeks once the school district adjourns for the school year from mid-June to mid-July.The District Food & Nutrition Services Department serves [X] Early Education sites with lunches and suppers.

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

In SY [XXXX-XXXX] Food & Nutrition Services spent about [XXXXXX] on all foods, from various vendors.

In SY [XXXX-XXXX] Food & Nutrition Services spent about [XXXXXX] on [THE PRODUCT BEING SOLICITED NOW].

**SCOPE OF SERVICES & GENERAL CONDITIONS**

1. **PERIOD OF PERFORMANCE.** The District intends to award a 1-year contract to the Bidder that can provide the best pricing while meeting our values with an option to renew the contract for two (2) additional one-year periods, for a total of three (3) years. Each year, The District and awarded vendor will need to approve the renewal documentation to continue the contract. [ADD ACTUAL DATES OF CONTRACT HERE]
2. **PRICING.** The prices or discounts quoted in this Contract shall prevail until the end of [ADD DATE]. Contract pricing for additional years will be reconsidered after the first year. If it is determined that food prices have gone down in the United States and in the K-12 Food Service sector the District reserves the right to request updated pricing for this contract. If prices are out of line with current market prices the District may cancel this contract. All prices shall be quoted FOB destination.
3. **PRODUCT ORIGIN & TRANSPARENCY.** The District requires clear identification of the origin of products on ordering guides, weekly offering lists and/or invoices. This includes Mandatory identification of Country of Origin; Mandatory identification of California products; Prefer the identification of Farm/Farmer and farm location on order guides not only invoices.
4. **CUSTOMER SUPPORT.** Vendors shall provide timely and accurate technical advice and sales support.
5. **RESPONSIBLE VENDOR.** A Bidder with adequate financial resources (or the ability to obtain such resources), can comply with delivery requirements, and is qualified and established firm regularly engaged in the type of business that provides the products and/or service herein, and have an adequate number of trained personnel to ensure quality and performance and completion of contract with the specific time periods and specifications.
6. **RESPONSIVE VENDOR.** A Bidder shall be deemed responsive if they comply with all material and administrative aspects of this procurement solicitation including the ability to provision the majority (90%) of products (line items) ***as specified*** in this solicitation.
7. **DELIVERY REQUIREMENTS.** The Vendor must be able to deliver to all [X] specified delivery sites and the district warehouse, if need be. Delivery to the [X] school sites will begin on or about [MONTH, DAY, YEAR] or as determined by District needs. Deliveries to the [X] school sites will continue through the school year on a [WEEKLY, DAILY, OTHER] basis until on or about[MONTH, DAY, YEAR]. Delivery to [X] location(s) for summer school will continue through [WEEKLY, DAILY, OTHER]. Deliveries will be scheduled for [ONCE A WEEK, DAILY, OTHER] but special occasions may require more deliveries. Advance notice will be given to the winning Vendors should this be necessary.

* 1. **LOCATION OF DELIVERIES.**

| DELIVERY SITE NAME | ADDRESS | CITY | ST | ZIP |
| --- | --- | --- | --- | --- |
| SCHOOL NAME | ADDRESS | CITY | ST | ZIP |
| SCHOOL NAME | ADDRESS | CITY | ST | ZIP |
| SCHOOL NAME | ADDRESS | CITY | ST | ZIP |
| SCHOOL NAME | ADDRESS | CITY | ST | ZIP |
| SCHOOL NAME | ADDRESS | CITY | ST | ZIP |

* 1. **HOURS OF DELIVERIES.** The Vendor shall deliver items in conjunction with this document to the [X] delivery sites [ONCE A WEEK, DAILY, OTHER], on [DAY(s) OF THE WEEK], between [XX:XX AM and XX:XX PM]. More specific delivery schedules can be mutually established after the award of the contract. Delivery schedules may change a few times a year when the District is closed due to breaks, holidays or other closings for professional development. Please review the school calendar for holidays and other dates the District may be closed. The Vendor will inform the District of any delivery delays due to late deliveries, inclement weather, poor road conditions, truck problems, etc., by calling and/or emailing [INSERT CONTACT] directly as soon as the delay occurs.

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

1. **INVOICE UPON DELIVERY.** The Vendor shall enclose a complete invoice with any items to be delivered in conjunction with this document. The invoice shall either be delivered directly to the authorized District representative for signature, or attached to the shipping cartons/containers such that the authorized representative can find it easily and check orders prior to the Vendor driver leaving the premises.

* 1. **INVOICE DETAILS.** The invoice shall include, at a minimum, the following information: customer site name; date of order; date of delivery; a complete listing of items being delivered with product item number, units, price per unit, and extended price; product origination, including mandatory country of origin, mandatory identification of California products, and mandatory identification of state of origin of other products. The District receiving representative has the authority to reject shipments that do not conform to this requirement.

1. **PAYMENTS.** The District shall pay the Vendor the full amount of each invoice within [NUMBER] days of receipt. Notwithstanding the foregoing, in the event that the District in good faith disputes any fees or costs set forth in the Vendor’s invoice, the District shall, on or before the applicable due date, timely pay the undisputed amount, notify the Vendor in writing of the dispute and provide the Vendor with reasonable detail of the nature of, reason of, and the amount of dispute. Vendor shall review and the dispute shall be informally resolved within [NUMBER] days.

1. **DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR.** The District expects that all products will be inspected for quality assurance, and that any product that does not appear to be of the highest quality be pulled and replaced before shipping out to sites. The successful Bidder shall promptly correct all deficiencies, defects and/or damages in products delivered to the District within a maximum of [NUMBER OF DAYS] calendar days after such deficiencies, defects and/or damages are reported, verbally or via email, to the Vendor by the District. The Vendor shall be responsible for filing, processing, and collecting all damage claims against the shipper when applicable.

1. **CREDIT AND REFUSAL OF PRODUCT.** The District reserves the right to refuse goods at time of delivery if quality is deemed unacceptable based on the judgment of receiving staff. Refused products at time of delivery will be credited on the invoice and signed for by the driver and staff person receiving goods. Damaged or substandard product discovered after the time of delivery will be reported to the Vendor within 24 hours for credit and immediate product pickup and replacement if needed.

1. **CONTAINER LABELING REQUIREMENTS.** All containers must be printed with product identification and expiration date. Perishable refrigerated products shall have at least ten (10) days of remaining shelf life at the time of delivery. If expiration dates are coded, the translation/interpretation code shall be provided to the District at the time of submission.

1. **ORDER SYSTEMS & DEADLINES.** Online ordering will be available for each individual school site. A mutually beneficial ordering schedule will be set up between the Bidder and District upon signing the winning contract.

1. **COMMUNICATION ON SHORTS.** The Vendor must be capable of emailing or calling the District to alert them of any product shorts prior to the day’s delivery.

1. **RECALLS.** Vendors shall take immediate action to correct any situation when product integrity is violated. In the event of a mandatory or voluntary recall, Vendor shall remove or authorize disposal of all recalled products from the District immediately, and shall replace the product with new product at no cost to the District as soon as possible. If replacement is not available or possible, credits shall be issued for all recalled products. Integrity is up to the discretion of the purchaser. A product recall may be enacted at any time within three (3) calendar months of receipt. Vendors must have a traceability system in place in case of a foodborne illness outbreak or recall. The District must work with a Vendor that has the ability to trace products. Please provide proof of the traceability system and capabilities as related to recalls

1. **SUBSTITUTIONS.** The Vendor shall not deliver any substitute item as a replacement for an awarded item without direct, explicit approval from the District prior to such delivery. Substitutions for ordered products must be communicated to the District prior to delivery and approved by the District.

1. **SAMPLES.** The District reserves the right to request samples, at no cost to the District, for any or all items. After the sample has been tested and approved, no variance from samples submitted nor substitutions from brands approved may be made without the written approval of the Food & Nutrition Services Director of the District.

1. **ADDITION OF NEW GOODS & SERVICES.** The District may add new items to this contract and as such may request special pricing for new goods and/or services throughout the term of this contract. Pricing is subject to terms and conditions outlined in this document and shall be equivalent to the percentage discount or proposed prices of similar goods and/or service offered to a district of like size in the region.

1. **VELOCITY REPORTS & MONTHLY STATEMENTS BY SITE.** The chosen Vendor must have systems to produce digital monthly and year-end velocity reports in Excel spreadsheets (not PDFs or scans). Detailed reports by site and consolidated reports by district are required. Statements reflecting details of purchased goods, credits and returns or damaged goods by school are expected, including items, quantities, and pricing. Monthly statements shall be emailed to the [STAFF TITLE] by the [NUMBER] day of the following month. Please send to [EMAIL ADDRESS].

1. **HACCP PROGRAM.** Bidders must provide documentation of their HACCP program. This shall be submitted as part of the Bidders proposal. Post award any changes to the Vendor’s HACCP plan shall be communicated to the District upon implementation of changes. The successful Bidder(s) shall ensure all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the state and/or Federal Government, whichever is higher.

1. **CA ASSEMBLY BILL 778: PLEASE NOTE AND REMOVE THIS SECTION IF THIS IS TO BE USED BY A DISTRICT OUTSIDE OF CA.** On September 27, 2022, Senate Bill 490—The Buy American Food Act: public institutions: purchase of nondomestic agricultural food products and Assembly Bill 778—Institutional purchasers: purchase of California-grown agricultural food products, were signed by Governor Newsom. Assembly Bill 778 requires SFA to accept a bid or price for an agricultural food product when it is grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when **both** of the following are met:
2. The bid or price of the California-grown agricultural food product does not exceed the lowest bid or price for a domestic agricultural food product produced outside the state.
3. The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state.

Vendors/distributors must document and inform the SFA of exceptions to the assembly bill requirement *prior* to delivery of the non-CA commodity or product. Exceptions must be provided in writing and approved by the Food & Nutrition Services Director prior to delivery.

1. **BUY AMERICAN PROVISION.** Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.Domestic commodities or products are defined as agricultural commodities (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed products (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains an M/MA and grain component) that are processed in the United States using substantial agricultural commodities that are produced in the United States. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. 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 the domestic requirement for foods that are not creditable food components, such as for 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 a satisfactory quality, such as bananas or pineapples.
* Competitive bids reveal the costs of a United States product are 25% higher than the nondomestic product.

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

The documented exception shall include the following:

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

1. **FORCE MAJEURE.** The term Force Majeure as employed herein, shall mean an act of God, global pandemic (including, without limitation, Covid-19), strike, lockout or other industrial disturbances, network failures, supply chain disruptions, energy crisis, fires, act of public enemy, earthquake, acts of war or other catastrophes. The parties to this Agreement are required to use due caution and preventative measures to protect against the effect of Force Majeure and the burden of proving that a Force Majeure (FM) has occurred shall be on the injured party seeking relief under this provision**.** The party seeking relief due to Force Majeure (FM) is required to promptly notify the other party in writing, citing the details of the FM event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a FM event have been removed, provided the Agreement has not been terminated.

1. **CORRECTION OF ERRORS.** Vendor shall perform, at its own cost and expense and without reimbursement from the District any work necessary to correct errors or omissions which are caused by the Contractor’s failure to comply with the standard of care required herein or the Contract Documents.

1. **PERMITS, LICENSES AND REGISTRATION.** Vendor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Vendor’s sole cost and expense, all licenses, registration and permits as are legally required, in connection with the furnishing of the Work, Services, Scope of Work, materials, or supplies listed herein.

1. **VENDOR’S INSURANCE.** The Vendor shall procure and maintain at all times it performs any portion of the services the following insurance with minimum limits equal to the amount indicated below.

| **Type of Coverage** | **Minimum**  **Requirement** |
| --- | --- |
| **Commercial General Liability Insurance**, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments  Each Occurrence General Aggregate | $ 1,000,000  $ 2,000,000 |
| **Automobile Liability Insurance - Any Auto**  Each Occurrence General Aggregate | $ 1,000,000  $ 2,000,000 |
| **Workers Compensation** | Statutory Limits |

* 1. **COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Vendor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
  2. **WORKERS' COMPENSATION**. In accordance with provisions of section 3700 of the California Labor Code, the Vendor shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
  3. **PROOF OF CARRIAGE OF INSURANCE.** The Vendor shall not commence performing any portion of the services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. **A Certificate of Insurance (COI) must be provided with the bid packet.** Certificates and insurance policies shall include the following:
     1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after the date of mailing notice.”
     2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
     3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers’ Compensation Insurance. An endorsement shall also state that Vendor’s insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
     4. All policies except the Workers’ Compensation Insurance Policies shall be written on an occurrence form.
  4. **ACCEPTABILITY OF INSURERS.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.

1. **ASSIGNMENT.** The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor without the written consent of the District’s Governing Board. Notice is hereby given that the District will not honor any assignment made by Vendor unless the required written consent has been given.
2. **COMPLIANCE WITH LAWS**. Vendors shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on providing meat product as indicated or specified. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
3. **HOLD HARMLESS CLAUSE.** The successful bidder agrees to indemnify, defend and save harmless XXXXX School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or inure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

1. **ANTI-DISCRIMINATION.**  It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Vendor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all of its subcontractor(s).

**INSTRUCTION TO BIDDERS**

1. **CONTRACT PRICING STRUCTURE.** This contract will be awarded[LINE BY LINE OR ONE LOT]. All prices shall be quoted FOB destination. The award will go to the vendor(s) with the bid that represents the lowest overall/total cost to the District.

Contract pricing will be a fixed fee. A fixed fee contract implies that the fees (cost of products to district) submitted by the bidder in the pricing worksheet will remain fixed for the duration of the contract, at a minimum for the first 12 months. Prices may be renegotiated at the time of renewal.

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

1. **PREPARATION OF DOCUMENTS.** All documents must be submitted via email. Respondents must respond to ALL items provided in this document. Final submissions must be received at the District by [TIME & DATE].No late submissions will be accepted. Submissions must be sent via email to [EMAIL ADDRESS]. Email submission subject title should read: SUBMISSION OF [NAME & NUMBER OF SOLICITATION]. Submissions must be signed by an agent authorized to enter into an agreement (e-signature OK).
2. **SUBMISSION OF QUESTIONS.** Questions related to this solicitation must be directed to [NAME AND CONTACT INFORMATION]. Questions must be submitted by [DATE].

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

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

1. **COST TO SUBMIT.** Expenses incurred by the vendor in developing a response to this pricing request are entirely the responsibility of the vendor and may not be charged to the District. Respondent shall make no public statement, explicitly or implicitly, indicating a vendor or potential vendor relationship with the District unless agreed upon in writing by the District.

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

* 1. **EVALUATION CRITERIA.** Submissions found to be complete and that also satisfy the bidder minimum qualification requirements will be evaluated on the pricing worksheet plus any additional requirements as stated in this document. [LEAVE DESCRIPTION FOR THE TYPE OF SOLICITATION ISSUED, DELETE OTHERS]

* + 1. **For informal solicitations** above the micro-purchase threshold but below the $250,000 formal threshold (i.e. Request for Quotes) will be awarded to the lowest cost bidder. Cost will be determined by comparing the same items and case pack on the itemized pricing worksheet provided. Cost will be determined by comparing the same items and case pack on the itemized list provided. Lowest cost will be determined by total cost of all line items on pricing worksheet multiplied by total anticipated usage for each item.

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

1. **BIDDER MINIMUM QUALIFICATION ATTESTATION**

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

|  | **Yes or No** |
| --- | --- |
| Can the bidder deliver to all specified delivery sites as described? |  |
| Does the bidder use an online ordering system (this requirement may be waived for small vendors)? |  |
| Does the bidder sell [VALUES-ALIGNED FOOD]? |  |
| Can bidder submit two (2) references from small to midsize farmers/artisans? |  |
| Can the bidder submit proof of a traceability and/or HACCP Plan? |  |
| Bidder has the ability to provision the majority (at least 90%) of products **as specified** in this solicitation. |  |

1. **PIGGYBACK CLAUSE.** For the term of the Contract and any mutually agreed extensions pursuant to this request for pricing, at the discretion of the vendor, other school districts within the winning vendors service area may purchase the identical item(s) at the same price, terms and conditions pursuant to section 20652 and/or 20118 of the Public Contract Code. The District waives its right to require such other districts and offices to draw their warrants in favor of the District as provided in said Code sections. Acceptance or rejection of this clause **will not** affect the outcome of this bid. **CHECK ONE!**

**Piggyback option granted \_\_\_\_\_\_\_ Piggyback option denied \_\_\_\_\_\_\_\_**

1. **REQUEST FOR SIGNATURE.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

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

1. **DISTRICT CALENDAR [INSERT HERE]**

For Request for Quotes (RFQs) which exceed $100,000 in value please have bidding vendors fill out and return the following forms to the District.

**SUSPENSION AND DEBARMENT CERTIFICATION**

**U.S. DEPARTMENT OF AGRICULTURE**

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

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary**

**Exclusion Lower Tier Covered Transactions**

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

transaction originated.

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of School Food Authority

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_

Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL RESPONSES

**INSTRUCTIONS FOR SUSPENSION AND DEBARMENT CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at $100,000) is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in

obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction,

unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier

covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered

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

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

dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or

voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING**

TO BE SUBMITTED WITH BID

**INSTRUCTIONS: To be completed and submitted ANNUALLY by (1) any child nutrition entity receiving Federal reimbursement in excess of $100,000 per year and (2) potential or existing contractors/Vendors as part of an original bid, contract renewal or extension when the contract exceeds $100,000.**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding

$100,000 in Federal Funds

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

**OR**

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

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

| **1. Type of Federal Action:**  **a.** contract  **b.** grant  **c.** cooperative agreement  **d.** loan  **e.** loan guarantee  **f.** loan insurance | **2. Status of Federal Action:**  **a.** bid/offer/application  **b.** initial award  **c.** post-award | | **3. Report Type:**  **a.** initial filing  **b.** material change  **For material change only:**  Year \_\_\_\_ quarter \_\_\_  Date of last  report\_\_\_\_\_\_\_\_\_\_\_ |
| --- | --- | --- | --- |
| **4. Name and Address of Reporting Entity:**  \_\_\_\_ Prime \_\_\_\_\_ Subawardee  Tier\_\_\_\_\_\_, if Known:  **Congressional District*,*** *if known***:** | | **5. If Reporting Entity in No. 4 is Subawardee,**  Enter Name and Address of Prime:    **Congressional District*,*** *if known***:** | |
| **6. Federal Department/Agency:** | | **7. Federal Program Name/Description:**  CFDA Number, *if applicable*:  \_\_\_\_\_\_\_\_\_\_\_\_ | |
| **8. Federal Action Number,** *if known:* | | **9. Award Amount**, *if known:*  **$** | |
| **10. a. Name and Address of Lobbying Registrant** *(if individual, last name, first name, MI):* | | **10. b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):* | |
| **11. a. Amount of Payment (check all that apply)**  **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_actual planned** | | **11. b. Type of payment (check all that apply)**  Retainer  One-time fee  Commision  Contingent fee  Deferred | |
| **12. Form of payment (check all that apply):**  **Cash**  **In kind specify:**  **Nature\_\_\_\_\_\_\_\_\_\_\_\_**  **Value\_\_\_\_\_\_\_\_\_\_\_\_\_** | | **13. Other; specify\_\_\_\_\_\_\_\_\_\_\_\_\_** | |
| **14. Brief description of service performed or to be performed and date(s) of service, including officer(s), employee(s) or embers(s) contacted for payment indicated in No. 11:**  **(attach continuation sheet(s) SF-LL-A, if necessary)** | | | |
| **15. Continuation sheet(s) SF-LL-A attached: YES or NO** | | | |
| **16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | | **Signature:**  **Print Name:**  **Title:**  **Telephone No.:**  **Date:** | |
| **Federal Use Only** | | **Authorized for Local Reproduction**  **Standard Form - LLL (Rev. 7-97)** | |

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if ti is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, eg., the first subawardee of the prime si the 1" tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level agency name, if known. For example, the Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) numbers for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1(eg., Request for Proposal number (RFP) number; Invitation for Bid (IFB) numbers; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes , e.g., “RFP-DE-90-001.”
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the warad/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. if payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not aSF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

**END OF DOCUMENT**