



THERMALITO UNION ELEMENTARY SCHOOL DISTRICT

**INVITATION FOR BID
IFB#MLK24
DAIRY PRODUCTS**

**Thermalito Union Elementary School District
Nutrition Services Department
400 Grant Avenue
Oroville, CA 95965**

**Connie Dragos, Director
Office: 530-538-2970, ext. 220
cdragos@thermalito.org**

**Proposals Due:
July 5, 2024 at 2:30 PM PST**

THE TERMS AND CONDITIONS OF THIS IFB ARE GOVERNED BY
THE APPLICABLE STATE AND FEDERAL LAWS.

Table of Contents

Table of Contents	2
IFB Schedule Of Events	3
Submission Instructions	4
Notice to Bidders	6
General Information about the District	6
Bid Submission Checklist - Attachment “1”	7
Bid Instructions and General Requirements	8
Pricing	10
District Evaluation/Selection Process	10
Terms and Conditions	11
Protests	18
Delivery Requirements and Locations	19
Itemized Bid List - Attachment “2”	22
Invitation For Bid Signature Page - Attachment “3”	24
Non-Collusion Declaration - Attachment “4”	25
Bidder’s Statement Regarding Insurance Coverage - Attachment “5”	26
Workers’ Compensation Certificate - Attachment “6”	27
Drug-Free Workplace Certification - Attachment “7”	28
Equal Opportunity Employment - Attachment “8”	29
Fingerprint Clearance Certification - Attachment “9”	30
Certification And Disclosure Statements - Attachment “10”	31
Suspension And Debarment Certification - Attachment “11”	33
Certification Regarding Lobbying - Attachment “12”	35
Iran Contracting Act Of 2010 Compliance Affidavit - Attachment “13”	39
Contractor’s Certificate Regarding Alcoholic Beverage And Tobacco-Free Campus Policy - Attachment “14”	41
Clean Air And Water Certification - Attachment “15”	42
Buy American Certification Form - Attachment “16”	43

IFB Schedule Of Events

The following schedule will be used by the District for this IFB.

Item	Date
IFB Posting/First Advertisement:	June 14, 2024
Deadline for Questions:	June 21, 2024 @ 2:00 p.m. PST
Proposal/Bid Submitted to District:	July 5, 2024 @ 2:30 p.m. PST
Bid Opening (not public)	July 8, 2024
Estimated Final Bid Award Notice:	July 15, 2024
Contract Start Date:	August 1, 2024

TUESD will use every effort to adhere to the schedule. However, TUESD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at <https://www.thermalito.org/domain/154> .

Bidders are advised that the District reserves the right to amend this IFB at any time. Amendments will be done formally by providing written amendments to all potential Bidders known to have received a copy of the IFB. Bidders must acknowledge receipt of any and all IFB amendments. This shall be done by signing the Acknowledgement of Amendment(s) to IFB form. If a Bidder desires an explanation or clarification of any kind regarding this IFB, the Bidder must make a written request for such explanation. Requests should be addressed via email to:

Connie Dragos
Director, Food Services
cdragos@thermalito.org

The District will advise all Bidders known to have received a copy of the IFB of the explanation or clarification, by email or by formal IFB amendment via email as the District may in its sole discretion deem appropriate.

Submission Instructions

Sealed Bids must be received prior to **July 5, 2024 at 2:30 PM PST**

Hard copy of the Bid may be picked up at the District office:

**400 Grant Avenue
Oroville, CA 95965**

Provider to submit:

(1) Hardcopy Bid & (1) Email - Electronic IFB version

Electronic version will include the price sheet in Excel or Google Sheets format.

Bid package shall be clearly marked: **“Response to IFB#MLK24”**

Bid package shall be submitted to:

**Thermalito Union Elementary School District
Dairy Products**

**Attention: Nutrition Services Department
400 Grant Avenue
Oroville, CA 95965**

and

Connie Dragos
Director, Food Services
cdragos@thermalito.org

Sealed Bid packages and electronic version shall be delivered to the **Nutrition Services Department** no later than **July 5, 2024 @ 2:30 p.m. PST**

Bids submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Nutrition Services Department prior to the specified time. The District assumes no responsibility for delay in delivery of the bid either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the bid directly to the **Nutrition Services Department, 400 Grant Avenue Oroville, CA 95965 between the hours of 8:00am - 2:30pm**. All bids delivered after scheduled closing time for receipt of bids will not be considered. Incomplete bids may be deemed non-responsive and therefore not considered.

Electronic IFB version shall be emailed to the Director of Food Services, Connie Dragos, at cdragos@thermailito.org no later than **July 5, 2024 @ 2:30 p.m. PST.**

The District reserves the right to reject any or all bids that are deemed non-responsive. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract available to view online at <https://www.TUESD.org/Page/22408>. Bids and any other information submitted by respondents in response to this IFB shall become the property of the District. Notwithstanding any indication by Bidders of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Bidders for any expenses incurred for bid preparation or for any demonstration that may be made. Bidders submit bids at their own risk and expense.

Notice to Bidders

The Thermalito Union Elementary School District (“District”) is requesting submission of Bids from qualified persons, firms, partnerships corporations, associations or professional organizations (“Bidder(s)”) for the provision and delivery of Dairy Products (“Products”) to the District, as further described herein.

General Information about the District

The District is located in Butte County and has an estimated student enrollment for the 2024 - 2025 school year of approximately 1,500 students. The District has 4 delivery sites. The District is seeking Bids from qualified companies to procure and deliver products. This IFB defines the Program (as defined below), the products, and the services that are being sought from the Bidders and generally outlines the Program requirements.

The District is committed to offering menu items and purchasing from local farmers, within 250 miles of Oroville, whenever possible. Bidders should be making an effort to procure and offer local ingredients to schools and indicate these products on price lists and invoices.

The District seeks to support Socially Disadvantaged Farmers or Ranchers following the USDA definition of Socially Disadvantaged:

“Socially Disadvantaged Farmer or Rancher: The Consolidated Farm and Rural Development Act defines a socially disadvantaged group as one whose members have been subject to racial, ethnic, or gender prejudice because of their identity as members of a group without regard to their individual qualities. USDA regulations further define socially disadvantaged farmers and ranchers (SDFRs) as belonging to the following groups: American Indians or Alaskan Natives, Asians, Blacks or African Americans, Native Hawaiians or other Pacific Islanders, Hispanics, and women.”

The District is seeking to:

1. Ensure that students are receiving high quality Dairy products,
2. Purchase high quality Dairy products at the best possible price,
3. Offer more Dairy products that include locally grown ingredients, and those that support Socially Disadvantaged Farmers when possible,
4. Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing Dairy products,
5. Partner with a Dairy vendor that will provide excellent customer service.

Bid Submission Checklist - Attachment "1"

TO BE SUBMITTED WITH BID

Bidder Name:

This checklist must be submitted with Bidder's Bid.

REQUIRED DOCUMENTS:

- Bid Submission Checklist (Att. 1, this form)
- Itemized Bid List (Att. 2)
- Invitation for Bid Signature Page (Att. 3)
- Non-Collusion Declaration (Att. 4)
- Bidder's Statement Regarding Insurance Coverage (Att. 5)
- Worker's Compensation Insurance Certification Form (Att. 6)
- Drug Free Workplace Certification (Att. 7)
- Equal Opportunity Employment (Att. 8)
- Fingerprint Clearance/Criminal Background Investigation (Att. 9)
- Suspension and Debarment Certification (Att. 10)
- Certification Regarding Lobbying (Att. 12)
- Iran Contracting Act of 2010 Compliance Affidavit (Att. 13)
- Contractor's Certificate Regarding Alcoholic Beverage And Tobacco-Free Campus Policy (Att. 14)
- Clean Air and Water Certification (Att. 15)
- Buy American Certification Form (Att. 16)
- HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
- Sample of vendor invoice (itemized and showing each delivery location)
- Addenda

Bid Instructions and General Requirements

Buy American Provision – The District participates in the National School Lunch Program and is required to ensure that food purchased for use in school meals meets the requirements of the Buy American Provision. The Buy American Provision requires School Food Authorities to purchase, to the maximum extent practicable, domestic commodities or products. A domestic commodity or product is defined as an “agricultural commodity that is produced in the United States, and a food product that is processed in the United States substantially using agricultural commodities produced in the United States.” The provision further defines “substantially” to mean over 51% from American products (7 CFR Part 210.21(d)).

The District ensures implementation of the Buy American Provision by:

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

Exceptions to the Buy American Provision 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.
- Competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product as determined by TUESD over 25 percent higher.
- The quality of the domestic agricultural food product is inferior to the quality of the agricultural food products grown, packed, or produced non-domestically.

Quality – All milk products shall be “Grade A”, California produced and processed, conform with California Agriculture Code, rBST free or rbGH free, no antibiotic residue and meet USDA federal meal program nutrient standards.

Bidder Questions Regarding this Invitation for Bid – Any questions regarding this Invitation for Bids shall be emailed to the Thermalito Union Elementary School District Nutrition Services Department at cdragos@thermalito.org prior to the June 21, 2024 at 2:00 PM PST deadline.

Deadline for Receipt of Bids – Bids shall be delivered to the District, on or before the day and hour set for the opening of the Bids. Bids shall be placed in a sealed envelope and submitted to the District via mail to: Nutrition Services Department, 400 Grant Avenue Oroville, CA 95965. In addition to a physical copy, an electronic version will be emailed to Thermalito Union Elementary School District Nutrition Services Department at cdragos@thermalito.org. Any Bid received after the scheduled closing time stated in the Submission Instructions in this IFB shall be unopened. All unsigned Bids will be rejected. After the Bids are opened at the designated time, no commitment will be made at that time until all Bids are evaluated for pricing, specifications and other pertinent information.

The IFB – All numbers on the bid should be stated in figures, and signatures of all individuals must be in long-hand. Unsigned Bids will not be accepted. FAX copies of Bids will not be accepted for formal advertised IFBs.

Responsibility – Bidders are solely responsible for ensuring their Bid is received by the District in accordance with the solicitation requirements before the date and time specified in the IFB, and at the place specified. The District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery.

HACCP Plan or Food Security and Safety Program – The Successful Bidder(s) shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the Bidder's Hazard Analysis Critical Control (HACCP) system or Food Safety and Security Program must be submitted with its bid. The Successful Bidder(s) shall provide products from manufacturers with a HACCP system in place. The Successful Bidder(s) shall ensure all products delivered to the District shall be prepared, handled and are stored in accordance with the health and sanitation standards of the state of California and Federal Government.

Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, distributor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of Butte or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher. In the event of a product contamination issue, distributor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with proposal (HACCP Plan OR Food Security and Safety Program including Pest Control Policy & recall Procedures).

Drug Free Workplace Certificate – In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the Successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The Successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the Successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the Successful Bidder.

Term of Contract – Minimum contract term is three (3) years. Quoted prices must stay in effect for twelve (12) months after award of IFB and may be extended upon mutual consent of Thermalito Union Elementary School District and vendor for two (2) additional one (1) year periods in accordance with provisions contained in the Education Code, Sections 17596. If extended, price increases may be negotiated. In the event of a general price decrease the District reserves the right to revoke the IFB award unless the decrease is passed on to the District. **Award of this RFP will be made to a single or multiple responsive and responsible bidder who meets the terms and conditions of the RFP.**

Pricing

Provide a detailed Statement of Pricing for Dairy Products to be provided. The Bid will be awarded to the responsive and responsible bidder with the lowest prices overall. Bidders submitting a IFB shall specify brand, product size, case count, origin and price pertaining to each item. Errors in price computations will not excuse Bidder from holding price.

Pricing Terms – Contract prices awarded for fixed price items shall remain firm for the contract period. Prices proposed for all items will be for the period August 1, 2024 through June 30, 2025. The Bidder certifies that the District will be given the immediate benefit of any lower prices or price decreases during the term of the contract. All orders placed by the District will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

For any change in the Class I, II, III or IV raw product cost, as established by the State of California, Department of Food and Agriculture, USDA Dairy programs, the corresponding cost change will be passed through the affected Class I, II, III or IV products.

Itemized Bid List – The District’s Itemized Bid List is attached hereto. The “Notes” section should be used to indicate if the item bid is a special order, requires a minimum purchase, or is an alternative to what was listed. Proposals must include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price). Bidder is responsible for converting any differences in pack size to the same total volume as requested.

Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 10 percent of the estimated value of the contract.

All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Bidder’s mark-up on subconsultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to provide the Products.

District Evaluation/Selection Process

Basis for Selection – The responsiveness, competency and responsibility of Bidders and of their proposed subcontractors will be considered in making the award of contract. Any Bidder, before being awarded a contract, may be required to furnish evidence to the District that the Bidder has sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The District reserves the right to reject the Bid of any Bidders as not responsible and not qualified to provide the particular products under consideration who have previously failed to perform properly or to complete on time contracts with the District of a nature similar to this procurement. A responsive Bid is one that meets all terms, conditions, and specifications of the IFB. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract. The Bidder must perform and do what the Bid documents and contract requirements say they must do, whether it be pricing in a certain way, attending a mandatory pre-bid conference, providing bonds, etc.

A Bid which substantially conforms, though not strictly responsive, to a call for bids may be accepted if the variance cannot have affected the amount of the Bid or given a Bidder an advantage or benefit not allowed to other Bidders. or, in other words, if the variance is inconsequential.

The District reserves the right to reject any and all Bids or alternatives and waive any informality or irregularity in the Bids or in the bidding, and to determine responsiveness and responsibility of Bidder, including but not limited to those areas mentioned above. The District makes no representation that participation in the IFB process will lead to an award of contract or any consideration whatsoever.

Evaluation/Award – Award of this IFB shall be made to the lowest-priced responsible bidder who is fully responsive to the terms of this solicitation. A bidder **must** deliver the items by the required delivery date in order to be declared responsive to this IFB. The District intends to select one of the Bidders—but reserves the right to select no Bidder. From the Bidders that provide Bids to the District, the District may, at its discretion, interview some or all of those Bidders. One or no Bidders may be selected (“Successful Bidder”). The Successful Bidder will be selected based on lowest price, provided that the Bidder meets all qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for providing these types of Products. The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, Dairy products from other vendors throughout the contract if it deems necessary and permissible to do so.

Previous Performance – Bidders are advised that the District reserves the right to reject a Bid from a Bidder that cannot demonstrate the ability to provide the goods or services required. Bidders who have demonstrated unsatisfactory performance may be subject to disqualification as a responsible Bidder submitting a Bid, thereby disqualifying the Bidder from contract award.

Terms and Conditions

In addition to the following, this IFB is subject to the terms of the Contract attached and included herewith.

Acceptance of Bids – The District reserves the right to reject any or all Bids and to select individual items. Bids may be rejected on grounds of non-responsiveness or non-responsibility. The District does **NOT** guarantee that all items shown on this IFB will be purchased. The right is reserved to purchase

additional quantities at the Bid prices during the contract term. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the District. The District reserves the right to reject any or all Bids or waive any irregularities or informalities in any Bids or in the bidding.

Alteration of Invitation for Bid Text – Changes in or additions to the Invitation for Bid, as well as any attachments, amendments or other official correspondence related to this Invitation for Bid may not be manually, electronically or otherwise altered by Bidder or Bidder’s agent(s). Recapitulations of the products bid upon, alternative Bids, or any other modification of the Invitation for Bid which is not specifically called for in the award agreement documents may result in the District’s rejection of the Bid as not being responsive to the Invitation for Bid. No oral or telephonic modification of any Bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of Bids.

Anti-discrimination – Bidder shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve employment of people from historically disadvantaged groups and agrees to meet Federal and State guidelines. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

Authorized Distributor – Successful Bidder must be an Authorized Distributor for the product offered, or with Bidder’s quote, Bidder must submit documentation from an Authorized Distributor from whom Bidder has purchased the specified materials.

Negotiations – A Bid response to any specific item of this Invitation for Bid with terms such as “negotiable,” “will negotiate,” or similar, will be considered non-responsive to that specific item.

California Public Records Act – Responses to this IFB will become the property of the District and subject to the California Public Records Act, Government Code sections 7920.000 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Bidder that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked “Confidential,” “Proprietary,” or “Trade Secret,” the Bidder agrees, by submission of its response for the District’s consideration, to defend, hold harmless, and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.

Cancellation of Solicitation – The District may cancel this solicitation at any time.

Clarification, Corrections or Changes to Specifications – All clarifications, corrections, or changes to the solicitation documents will be made by Addendum only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or in email.

Interpretations, corrections, and changes shall not be binding unless made by the Addendum. All Addenda issued shall become part of the Agreement documents. Addenda will be sent to all known solicitation holders by email or U.S. mail. It is the Bidder's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

Competency of Bidders Submitting a Bid – No Bid will be accepted from or contract awarded to a contractor who is not licensed in accordance with the law, to whom a bid form has not been issued by the District and who has successfully provided products of similar character and scope to the products described herein. A representative of the District, prior to contract award may examine the business premises of any Bidder submitting a Bid. Bidders submitting a Bid shall agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of an awarded contract. It will be the responsibility of the contractor to obtain any clearances necessary for completion of the contract.

Compliance with OSHA – Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the District harmless for any failure to so conform.

Cost of Proposal Preparation – Cost of preparation of the response to this IFB is solely the responsibility of the Bidder submitting a Bid. The District accepts or implies no liability in the cost of preparation.

Definitions – Responsible: a bidding party possessing the skill, judgment, qualifications, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive: a Bid which meets all of the specifications set forth in the IFB.

District Requirements – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the IFB and required during the contract period shall be ordered and purchased from the Successful Bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period.

Errors and Corrections – The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures/initials of the person or persons signing the Bid. Correction of any such errors shall be made prior to the Bid opening only. In the event of inconsistency between words and figures in the Bid price, words shall control figures. In the event that the District determines that any Bid is unintelligible, inconsistent or ambiguous, the District may reject such Bid as not being responsive. The Proposal cannot be corrected after the Bid opening.

Examination of Bid Documents – Bidders submitting a Bid shall thoroughly examine and be familiar with the specifications. The failure or omission of any Bidder submitting a Bid to receive or examine any Bid document(s), forms, instruments, Addenda or other documents then existing shall not relieve any Bidder submitting a Bid from obligations with respect to this IFB or to the contract. The submission of a Bid shall be taken as prima facie evidence of compliance with this section.

Examination of Locations – It shall be the responsibility of the Successful Bidder to establish knowledge of the District and the specific delivery locations to familiarize him/herself with the access and egress, construction or building difficulties and method of delivery, all of which could affect the Successful Bidder’s ability to service the District. It shall be the responsibility of the Successful Bidder to cope with all these eventualities.

Failure to Comply with Instructions – Failure to comply with any of the instructions stated in the Bid documents may result in rejection of the Bid.

Any party submitting a Bid shall not contact, or lobby any District Board member, official, employee, agent or representative during the Bidding process including up to the date of Board action, except as specified in the Bid for contact. Any party attempting to influence the Bid process including the submittal, review process and awarding of the Bid will have their Bid rejected for violating this term and condition of the IFB.

Any party, individual, group or firm, not submitting a bid, but which may have a financial or business interest in the award of the bid shall not contact or lobby any District Board member, official, employee, agent, contractor or representative, including up to the date of Board action. Any and all public comment regarding the Board’s action in the award of this Bid will be accepted on the date of Board action in a public meeting pursuant to the Brown Act.

FOB Destination Pricing – All shipments shall be made FOB destination, Oroville, California FOB destination indicates that the seller is responsible for shipment until it is tendered to the District. The District will not pay for shipping and handling, nor shall the District pay for any fuel surcharges that are not indicated herein. If the material is not received within the time specified for delivery, it will be received at the discretion of the District. Should it be necessary to refuse delivery of any material contained in the Bid document, the Bidder shall be responsible for the cost of retrieving the merchandise in question.

Formation of Contract – Bidder’s signed Bid and District’s written acceptance with approval from the District’s Governing Board shall constitute a binding contract.

Contract Term - It is the intent to award the contract for an initial three-year period with the option to renew it for two (2), one-year periods for a possible total contract term of five (5) years. The decision to renew the contract will be at the sole discretion of the District and agreed upon by both parties.

Insurance Requirements – Successful Bidder shall maintain insurance as specified in the Section titled, “Minimum Insurance/Coverage.” Successful Bidder must furnish the District with the Certificates of Insurance proving coverage as specified in the section titled, “Minimum Insurance/Coverage” and naming the District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

Packing, Crating, Cartage – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District’s request. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Bidder submitting a bid shall specify biodegradable milk containers, which must be acceptable to the District’s Food &

Nutrition Services Department. Seal of containers shall not make it unduly difficult to open carton by small children nor produce noticeable leakage. Should a leakage occur, vendor will replace entire crate of milk upon being notified. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight. Bidder submitting a Bid shall specify brand, product size, case count, origin and price. Containers must be sealed, labeled with product name, shelf life/best if used by date and storage requirements. Bidder shall include Product Formulation Sheets, Nutritional Analysis and Ingredients list which must be acceptable to the Food & Nutrition Services Department. All costs for containers shall be borne by the vendor.

Payment – The District shall pay invoices from monthly statements provided by the awarded vendor. Statement shall be itemized showing each delivery location. The vendor shall agree to Net 30 terms. **Please include a sample of the statement with the submitted RFQ.**

Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the Thermalito Union Elementary School District, Nutrition Services Department, 400 Grant Avenue, Oroville, CA 95965. Invoices shall be submitted under the same firm name as shown on the RFP. The successful bidder(s) shall list separately any taxes PAYABLE BY THE DISTRICT and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

The successful bidder(s) shall render bills or statements to the Thermalito Union Elementary School District, Nutrition Services Department, 400 Grant Avenue, Oroville, CA, 95965, following delivery of materials.

An itemized, numbered invoice showing the vendor's name, date, quantity, type, prices and extended charges of items purchased, must be furnished in duplicate to the individual school kitchen at time of delivery, and signed by the Kitchen/Satellite Supervisor or assigned designee. The vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, damaged or spoiled product necessitating a return, redelivery, or reorder. Separate invoices and monthly statements are required to identify purchases for Child feeding programs, (i.e. CACFP, and NSLP). A copy of this credit, priced and extended, shall be mailed with corresponding invoice to the District's Nutrition Services Department. The successful bidder(s) shall submit monthly electronic statements in Excel Format to the following name and address:

Thermalito Union Elementary School District Nutrition Services
400 Grant Avenue Oroville, CA 95965
Attention: Connie Dragos
cdragos@thermalito.org

Vendor will provide separate billing for all special school orders (i.e classroom party, ice cream)

Post Award Meeting – Prior to performing any work or providing any services specified on this Contract, the Successful Bidder may be required to meet with the District's Nutrition Services Department for the purpose of reviewing the products and services offered herein, determining milestones regarding the District's expectations, and to discuss any issues related to the execution of this IFB. The Successful

Bidder shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this IFB and the awarded contract. The District will approve all materials associated with this IFB.

Right to Inspect Successful Bidder Facilities – The District reserves the right to inspect the Successful Bidder’s facilities prior to award of contract and/or during the term of the contract and if representatives of the District determine after such inspection that the Successful Bidder is not capable of performance satisfactory to the District, the Bid will not be considered or the contract may be canceled.

Substitutions – All Bidders must conform to the specifications set forth in these Bid documents. The District reserves the right to reject all Bids that do not conform to the specifications. Do not use “as specified” in responding to this requirement. At a minimum, descriptive technical literature fully describing the claimed as “equal” product must be attached to the Proposal. Suitability and valuation of “equal” rests in the sole discretion of the District.

Taxes – No Bid shall include Federal Excise Tax, as the District is exempt from such tax and will furnish appropriate tax exemption certificates. The Successful Bidder shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

Terms of the Offer – The District’s acceptance of Bidder’s offer shall be limited to the terms herein unless expressly agreed in writing by the District.

Tobacco-Free Environment – All District sites have been designated as tobacco-free environments. Smoking and the use of tobacco products is prohibited at all times on all areas of District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

Withdrawal of Proposal – Any claim by a Bidder of error in its Bid must be made in compliance with section 5100 et seq. of the Public Contract Code. The Bidders may withdraw Bids only by written request received by the District’s Nutrition Services Department Interim Executive Director (or Executive Director if instated).

Customer Service – The District requires that the successful Bidder have a dedicated account manager working with The District on a consistent basis.

Minimum Insurance/Coverage: The Bidder agrees to purchase and maintain through the duration of the contract insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

For the acts and activities contemplated by this agreement, at a minimum, the following shall be provided:

1. **Commercial General Liability Insurance:** Bidder shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by Bidder. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as

admitted carriers so designated by the California Department of Insurance It is preferred that such carriers will have a financial rating of at least “A,11” status as rated in the most recent edition of Best’s Insurance Reports or as amended agreement between the District and Bidder. All policies shall contain a provision requiring thirty (30) days written notice to be given to the District prior to cancellation, modification, or reduction of limits.

2. **Additional Insured Endorsement:** Thermalito Union Elementary School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, “Thermalito Union Elementary School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement.”
3. **Primary Insurance Endorsement:** In addition to the “Additional Insured” as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, “Such insurance as is afforded by the Endorsement for the Additional Insured’s shall apply as primary insurance. Any other insurance maintained by the District, its elected and appointed officers, agents, employees, Bidders and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement.”
4. **Certificate of Insurance:** Prior to commencing services pursuant to this Agreement, Bidder shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Bidder’s insurance provider. Such certificates shall include the Endorsements described in this Agreement as attachments.
5. **Workers’ Compensation:** Bidder shall provide Workers’ Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: “Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement.” Prior to commencing services pursuant to this Agreement, Bidder shall provide a certificate indicating the existence of Workers’ Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of Bidder’s insurance provider.
6. **Injury and Illness Prevention:** Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: “Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement.” The Injury and Illness Prevention Plan shall be available to the District upon request
7. **Commercial Automobile Liability:** If Bidder is going to operate a vehicle on District property or transport students in any capacity. Limits of liability shall include a minimum of \$1,000,000 combined single limit.
8. **Survivability:** The parties’ indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties’ actual or

alleged performance or non- performance of their respective rights, privileges, or obligations existing under this agreement.

9. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

Protests

Any Bidder may protest the District's issuance of a notice of "Not To Award" if it believes that the District has incorrectly selected another proposer for the award. Notice of protest shall be filed with the District within five (5) business days after the notice of "Not to Award" is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

Connie Dragos

Director, Food Services
cdragos@thermalito.org

The protest must contain a complete statement of any and all bases for the protest.

The protest must refer to the specific portions of any documents that form the bases for the protest.

The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest, and all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of protest. Failure to comply with any of these procedures, at the District's sole discretion, shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

Bidders will receive a written notice of the outcome of their appeal within five (5) business days after submitting the protest to the District.

Delivery Requirements and Locations

Delivery Specifications -

1. The Successful Bidder will partner with the District over the term of the contract resulting from this IFB to procure and deliver Dairy products to the District. The District reserves the rights to make additions to, or deletions from, the lists of school sites to be served at any time during the period of the contract, and revise delivery times as required. Awarded vendor(s) will be required to make direct deliveries to 4 sites. The sites require 3 days per week deliveries due to storage limitations or volume purchases.
2. Deliveries will be accepted during operational hours only: 6:00 am – 2:30 pm. Timely delivery of all orders is expected to school sites and if unable to meet delivery schedule(s) as agreed upon, a grace period will be given to allow vendors to make necessary adjustments. In the event deliveries are not made, which results in loss of reimbursement funds for the District's meal program; upon satisfactory agreement between the awarded vendor and Nutrition Services, the District will deduct the total loss of reimbursement from the vendor's current invoice/statement.
3. No weekend, holiday, or dark drops.
4. There shall be no minimum order requirement
5. Delivery to site must be completed within the designated delivery timeframe; on the designated delivery days as indicated below. Delivery shall not be made so close to service time as to create concern by the school site. The District also reserves the right to refuse a late delivery and will assume no financial obligation.
6. District reserves the right to designate an alternate delivery location if the designated site is unable to receive deliveries for any reason. The District reserves the right to add or remove delivery sites as needed. The District also reserves the right to revise delivery times as required. Additional product and service requirements are outlined within the IFB. The District's requests deliveries each week specified in the schedule in the following table.
7. The Dairy products must be delivered in a refrigerated **clean** and sanitary truck and the temperature of the products must be 35° – 40° at the time of delivery. A lift gate and pallets may be needed for large loads.
8. Milk will be delivered in CLEAN plastic carrying crates, unwrapped with no plastic.
9. Empty milk crates are to be picked up at the time of the next delivery.
10. Milk shall be delivered a minimum of 12 working days prior to the code date indicated on the carton. Bad tasting, sour smelling milk, or milk leakage shall be replaced immediately upon notification. All out of date products are to be

- picked up and credit issued as needed.
11. Milk shall be delivered unwrapped with no plastic. Half-pint crates should not exceed a gross weight of 32 pounds
 12. Milk will be stored in the school's milk coolers by the delivery person.
 13. Seal of containers shall not make it unduly difficult to open cartons by small children nor produce noticeable leakage. Should a leakage occur, the vendor will replace the entire crate of milk upon being notified.
 14. All milk products shall be Grade "A" pasteurized quality standards, gluten free, with no added hormones (rBST or rbGH), no High Fructose Corn Syrup, and contain no artificial colors or flavors. Nutritional analysis and ingredient list to be submitted with proposal.
 15. A duplicate of the signed invoice ticket shall be left at each location at the time of delivery. An itemized monthly statement showing each delivery location must be sent to the District's Nutrition Services Department. Quantities, item descriptions, unit prices and extended amounts must be shown on each invoice; this shall apply to all credits. The person receiving shall sign invoices and credits.
 16. Any information regarding shorted items/orders must be forwarded directly to the Nutrition Services Department prior to delivery at the following phone number: 530-538-2970 ext.220. Any issues/changes on deliveries or other emergency communications shall be reported directly to the Nutrition Services Department by the vendor's authorized representative at the aforementioned phone number.
 17. No delivery during school holidays and vacations and no delivery on Saturday and Sunday. (Upon award, the Nutrition Services Department can provide vendor with school vacation and holiday schedules)
 18. All deliveries are to be placed, dropped/stored in the designated storage area at each school location (list attached) during staff working hours. No dark drops. See list of school locations.
 19. Separate billing required for special school orders ((i.e. classroom party, ice cream).
 20. Credits for sub-standard products. (Exception – no credit to department for damaged or out-of-code products due to fault of customer, i.e. customer's refrigeration failure)
 21. Delivery schedule to be pre-scheduled to coincide with school needs and existing route flow for bidder's best reduction of expenses, mileage and time.
 22. All milk and dairy products must be produced and processed in California and must be Grade A conforming with the Californian Agriculture Code, rBST, no Antibiotic residue, and meet USDA federal meal program nutrient standards.
 23. The District reserves the right to add or remove dairy products as may be

needed throughout the term of this contract. The District may add or remove sites as necessary and in no way affect or make void the Contract.

24. Vendor will be required to provide TUESD Nutrition Services a computer generated sales analysis report by site on a monthly basis. This report must include items purchased and aggregate quantities, year-to-date purchase quantities per item and average unit cost.
25. All statements shall be delivered to: TUESD Nutrition Services 400 Grand Ave. Oroville, CA. 95965, or emailed to Connie Dragos (cdragos@thermalito.org)

Location	Address	Delivery Times	Delivery Days	Number of Deliveries Per Week
Plumas Avenue Elementary	440 Plumas Ave. Oroville, CA 95965	6:00 am - 10:00 am	Mon/Weds/ Fri	3
Nelson Avenue Middle School	2255 6th St. Oroville, CA 95965	6:00 am - 10:00 am	Mon/Weds/ Fri	3
Poplar Avenue Elementary	2075 Poplar St. Oroville, CA 95965	6:00 am - 10:00 am	Mon/Weds/ Fri	3
Sierra Avenue Elementary	1050 Sierra Ave. Oroville, CA 95965	6:00 am - 10:00 am	Mon/Weds/ Fri	3

**Itemized Bid List - Attachment “2”
 TO BE SUBMITTED WITH BID**

This attachment is provided as a separate spreadsheet. [Please click here](#) to get to the item list spreadsheet. Please note, pricing must be submitted in Excel or Google Sheet format. The Item list will be protected to avoid accidental edits. To enter your data and pricing, please follow the following steps.

- Click “File” in the top left corner.
- Choose “Download”.
- Add your company name to the file name.
- Enter your data into your downloaded document and submit this with your proposal.

Bidders are not required to bid on all items. The District may award to multiple bidders. Please enter “NO BID” for items you are not bidding on.

Item (i.e. Milk)	Quantity	Unit	Vendor Item Code	Brand Offered	Pack/Size Offered	Origin City, State	Price Per Unit	Extended Price	rBGH/rBST Free? Y/N	Notes
EXAMPLE LINE	12,345	½ pint	654,321	Acme Examples	42 Pints/Case	Best Town Farms, CA	1.50	981,481.50	N	Organic, Minimum order 4 cases
Fat Free Chocolate Milk, Grade A, pasteurized, homogenized	313,150	½ pint								
Low fat 1% white milk, Grade A, pasteurized, homogenized	268,900	½ pint								
Fat Free white milk, Grade A, pasteurized, homogenized	11,250	½ pint								
Half and Half, Grade A, pasteurized, homogenized, cultured. Must contain vitamin A and D. Packaged in a box with a	1384	Quart								

pump, 5 gallon										
Lactose Free Milk, 1%, Grade A, pasteurized, homogenized	139	Half Gallon								
Whole white milk, Grade A, pasteurized, homogenized	557	Gallon								
8th Continent Original Soymilk (or equivalent)	35	Half Gallon								
Heavy Cream Grade A, pasteurized, homogenized.	12	Half Gallon								
Fat Free white milk, Grade A, pasteurized, homogenized	9	Half Gallon								
2% white milk, Grade A, pasteurized, homogenized	5	Gallon								
2% white milk, Grade A, pasteurized, homogenized	2	Quart								
Vanilla Soymilk (or equivalent)	4	Half Gallon								
Butter, solid, Grade AA, pasteurized sweet cream, salted/unsalted. Containing no less than 80% milk fat by weight. Refrigerated only. Packaged in	270	Pound								

Thermalito Union Elementary School District
Nutrition Services, Dairy Products
IFB#MLK24

blocks, 1 lb each.										
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**Invitation For Bid Signature Page - Attachment "3"
 TO BE SUBMITTED WITH BID**

By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder.	
Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Email Address	
Complete Mailing Address	
City, State, Zip	
Phone Number	
Date	
Minimum Dollar Amount for Delivery	\$
<input type="checkbox"/>	Check if no minimum dollar amount for delivery is required.
Minimum Case Amount for Delivery	
<input type="checkbox"/>	Check if no minimum case amount for delivery is required.

Non-Collusion Declaration - Attachment "4"
TO BE SUBMITTED WITH BID

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

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

Name of DISTRIBUTOR (Person, Firm, or Corporation)
Signature of DISTRIBUTOR's Authorized Representative
Print Name & Title of Authorized Representative
Date of Signing

Bidder's Statement Regarding Insurance Coverage - Attachment "5"
TO BE SUBMITTED WITH BID

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Thermalito Union Elementary School District as Additional Insured for the work specified.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

Workers' Compensation Certificate - Attachment "6"
TO BE SUBMITTED WITH BID

Labor Code §3700 in relevant part provides:

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance to the State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

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

Name of DISTRIBUTOR (Person, Firm, or Corporation)
Signature of DISTRIBUTOR's Authorized Representative
Print Name & Title of Authorized Representative
Date of Signing

In accordance with Article 5 (commencing at §1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any w

**Drug-Free Workplace Certification - Attachment "7"
TO BE SUBMITTED WITH BID**

**CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE**

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

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

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

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

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

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

DATE: _____

CONTRACTOR

By: _____
Signature

Equal Opportunity Employment - Attachment "8"
TO BE SUBMITTED WITH BID

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

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

CERTIFICATE

I/We hereby certify that the _____

_____ (Company)

is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: _____

CONTRACTOR

By: _____

Fingerprint Clearance Certification - Attachment "9"
TO BE SUBMITTED WITH BID

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

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

By _____ (Signature) _____ (Date)

Name _____
(Type or Print)

Title _____

Certification And Disclosure Statements - Attachment "10"
TO BE SUBMITTED WITH BID

Following is an explanation of the submission 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 these certifications 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 SFAs 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 \$100,000.

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 the \$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 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 SFAs 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 the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive, 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 RFPs 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 the 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. (Item2 of ***Certification Regarding Lobbying***.)

If you have any questions, please contact Rae Vant, School Nutrition Programs Specialist, by phone at 916-445-6775 or 800-952-5609 or by e-mail at rvant@cde.ca.gov or Eric Burnette, School Nutrition Programs Specialist, by phone at 916-322-1641 or 800-952-5609 or by e-mail at eburnette@cde.ca.gov.

Suspension And Debarment Certification - Attachment "11"
TO BE SUBMITTED WITH BID

INSTRUCTIONS: SEA 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 Food Service Management and Food Service Consulting Contracts).

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

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

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON THE FOLLOWING PAGE)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

**DO NOT SUBMIT THIS FORM RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL
RESPONSES.
INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement 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 - Attachment "12"
TO BE SUBMITTED WITH BID

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

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

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

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

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

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

OR

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

California Department of Education School Nutrition Programs Unit
Child Nutrition and Food Distribution Division April 1998 Approved by OMB 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

1. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: ____
4. Name and Address of Reporting Entity: <p style="text-align: center;">Prime Subawardee Tier _____, if known</p> 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: \$	

<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>
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<p>11. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: (_____) _____ Date: _____</p>
<p>Federal Use Only:</p>	<p>Authorized for local reproduction Standard Form - LLL</p>

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to 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 instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "13"
TO BE SUBMITTED WITH BID

IRAN CONTRACTING ACT
CERTIFICATION OF ELIGIBILITY TO PROPOSAL FOR CONTRACTS OF \$ 1 MILLION OR MORE
(Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a proposal or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the proposal is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	BTRC (or n/a)	
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

**Contractor’s Certificate Regarding Alcoholic Beverage And Tobacco-Free Campus Policy -
Attachment “14”
TO BE SUBMITTED WITH BID**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT’s Alcoholic Beverage and Tobacco-Free Campus Policy, prohibiting the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all time

DATE: _____

CONTRACTOR

By: _____ Signature

**Clean Air And Water Certification - Attachment "15"
TO BE SUBMITTED WITH BID**

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

Name of Vendor Company

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 regulations and guidelines issued there under 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 112(d) 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.

Authorized Representative

Title

Date

Buy American Certification Form - Attachment "16"

TO BE SUBMITTED WITH BID

Thermalito Union Elementary School District is to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

Thermalito Union Elementary School District must be notified in writing at least 10 days prior to delivering a nondomestic agricultural commodity or product and request prior approval. The written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:

- a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quantity; and/or
- b) Why competitive bids reveal the cost of the domestic product is significantly higher than the nondomestic product

I/we _____, certify that only domestic commodity or food/beverage products will be supplied to Thermalito Union Elementary School District unless otherwise mutually agreed upon and pre-approved by Thermalito Union Elementary School District .

Signature

Date

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.

Thermalito Union Elementary School District will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between Thermalito Union Elementary School District and the vendor and documented.

END OF IFB