CUPERTINO UNION SCHOOL DISTRICT
PURCHASING/WAREHOUSE DEPARTMENT
10301 Vista Drive
Cupertino, CA 95014

RFP NO. 23-B08-13
Dairy Products and Services for Nutrition Services

DATE DUE: May 26, 2023 at 2:00 p.m.

Date	Activity
May 8, 2023	Distribution of RFP
May 8 & May 15, 2023	Advertise RFP
May 19, 2023 at 3:00 p.m.	Deadline for Submitting Questions
May 26, 2023 at 2:00 p.m.	RFP Due
June 15, 2023	Award of Contract

By: Dana Ino
Director, Business Services

NOTICE OF REQUEST FOR PROPOSALS

RFP No. 23-B08-13

Notice is hereby given that the Cupertino Union School District will receive sealed Request for Proposals (RFPs) for the procurement of the following:

Dairy Products and Services

RFPs must be received prior to 2:00 p.m. PST on May 26, 2023. RFPs must be submitted in a sealed envelope, with original signatures, marked with the RFP number and title, and returned to:

Attn: Dana Ino
Purchasing & Warehouse Department, Door 10
Cupertino Union School District
10301 Vista Drive
Cupertino, CA 95014

Proposers are responsible for making certain that quotations are received by the proper date and time. RFPs received after the scheduled Submittal Deadline will be returned unopened. **Facsimile (FAX) copies of the proposal will not be accepted.** It is the responsibility of the Proposer to see that any proposals submitted shall have sufficient time to be received by the Director of Business Services before the RFP Submittal Deadline. Late RFPs will be returned to the Proposer unopened.

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

Companies interested in proposing may access RFP information online at the District's purchasing website: https://www.cusdk8.org/departments/purchasing/bid-opportunities or by emailing Nicole Meschi in Nutrition Services (SNS) at meschi_nicole@cusdk8.org.

Dana Ino
Director, Business Services

REQUEST FOR PROPOSAL SIGNATURE PAGE
To Be Submitted with Proposal

By signing this, I certify that I am an authorized representative of the Vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the Vendor.	
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	$
☐	Check if no minimum dollar amount for delivery is required
Minimum Case Amount for Delivery	
☐	Check if no minimum case amount for delivery is required

PROPOSER CHECKLIST

This checklist is provided as a convenience to assist proposers in ensuring that a complete quotation package is returned. It is not represented as being comprehensive and compliance therewith does not relieve the Proposer of responsibility for compliance with any requirements which may not be mentioned specifically in this checklist. Completed original documents are required; fax or email documents will not be accepted.

All of the listed items must be fully completed and returned to constitute a complete quotation package. It is <u>not</u> necessary to return the checklist with the Proposal.

Check ✔	Page(s)	***Return completed hard copy with original signature.***
	3	Request for Proposal Signature Page
	5	HAACP Plan or Food Security and Safety Program
	23	Vendor Questionnaire
	24	References
	25	Noncollusion Affidavit
	26	Proposer's Statement Regarding Insurance Coverage
	27	Workers' Compensation Insurance Certificate
	28 & 29	Certification Regarding Lobbying
	31	Fingerprint Clearance Certification
	32	Equal Opportunity Employment
	33	Debarment, Suspension, and other Responsibility Matters
	34	Prohibition on Poultry Products Imported from the People's Republic of China
	35	Iran Contracting Act
	36	Tobacco-Free Environment
	37 - 38	Drug-Free Workplace Certification
	Separate Excel Document	Itemized Bid Sheet *Return completed Excel spreadsheet in Excel format on data storage device, which will not be returned*
		Addenda *Return any addenda released, following instructions on each document.*

OVERVIEW OF REQUIREMENTS

The Cupertino Union School District (hereinafter "the District") seeks to retain a qualified Vendor to provide Dairy Products and Services, as specified herein, for the Cupertino Union School District Nutrition Services department.

Below are the details of the expectations from the successful Proposer upon receiving the award for this RFP. Successful Proposer must understand and agree to the following levels of service if they are to enter into an agreement with Cupertino Union School District.

The initial term of this RFP shall be for a period of one (1) year beginning July 1, 2023, through June 30, 2024, with two (2) one-year options to renew the contract.

1. Failure to meet these specifications shall entitle the District to cancel the contract with 30 days' notice.

2. All dairy products and services specified will be purchased from the successful Proposer selected. The District reserves the right to add or remove product as necessary due to school demand.

3. Seal of container 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.

4. All milk products shall be Grade "A" pasteurized quality standards, gluten free, with no added hormones (rBSDT or rbGH), no high fructose corn syrup, and contain no artificial colors or flavors. Nutritional analysis and ingredient list is to be submitted after award.

5. HACCP Plan or Food Security and Safety Program – Distributor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the Vendor's Hazard Analysis Critical Control Point (HACCP) system OR Food Safety & Security Program must be submitted to the District with the RFP documents.

   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 Santa Clara 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.

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

6. In the event deliveries are not made, which results in loss of reimbursement funds for the District's meal programs, upon satisfactory agreement between the awarded Proposer and the District, the District will deduct the total lost reimbursement from the supplier's current invoices.

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

8. Quarterly, the successful Proposer shall submit a complete listing with usages of all product purchased by the District.

9. All invoices and statements shall be sent to: Cupertino Union School District, 10301 Vista Drive, Cupertino, CA 95014, and Attention: Nutrition Services.

10. The District reserves the right to add or delete product, increase or decrease amounts, add or delete site locations.

PLACING ORDERS

District staff may place orders via paper order form, telephone, email or online ordering system.

1. All orders will be processed as ordered.
2. Orders will be subject to adjustment.
3. All order discrepancies will be handled between Nutrition Services and Vendor.
4. Credit memos will be included and must have all the information from the original order.

DELIVERY

1. All dairy products will be ordered and delivered Monday through Friday. All refrigerated foods must be stored between 32–40 degrees and must be delivered in a refrigerated vehicle and received at or below 40 degrees.

2. All milk shall be fresh and in clean containers at the time of delivery. Milk shall be delivered a minimum of 12 working days prior to the code date indicated on the carton. Bad tasting or sour-smelling milk shall be replaced immediately upon notification.

3. Milk shall be delivered unwrapped with no plastic.

4. Milk will be stored in the school's milk cooler or other designated refrigeration unit by the delivery person. At the time of each delivery, older milk should be rotated to the top of the milk delivered that day.

5. Delivery shall not be made so close to service time as to create concern by the school site and necessitate emergency deliveries by the Nutrition Services department.

6. Most sites will require one (1) to two (2) deliveries per week.

7. A duplicate of the signed invoice shall be left at each location at the time of the 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. There are several sites where no Nutrition Services employee will be onsite during the delivery. An invoice must be left for employee to verify delivery and report complete or any discrepancies to be credited upon arrival to the site.

8. All unsold milk will be picked up each afternoon preceding a vacation, and credit given for same. Neither credited nor spoiled milk can be disposed of in District trash cans. Vacations include but are not limited to Thanksgiving break, winter break, February break, spring break and summer break. School schedule will be provided at the time of the RFP award.

9. Deliveries shall be required at all the locations listed on the next page.

Delivery Locations

	Location	Address	City, State Zip Code	Delivery Times
1	Cupertino Middle School	1650 S. Bernardo Avenue	Sunnyvale, 94087	7:00 AM-10:00 AM
2	Hyde Middle School	19325 Bollinger Road	Cupertino, 95014	7:00 AM-10:00 AM
3	Kennedy Middle School	821 Bubb Road	Cupertino, 95014	7:00 AM-10:00 AM
4	Lawson Middle School	10401 Vista Drive	Cupertino, 95014	7:00 AM-10:00 AM
5	Miller Middle School	6151 Rainbow Drive	San Jose, 95129	7:00 AM-10:00 AM
6	Blue Hills Elementary	12300 De Sanka Avenue	Saratoga, 95070	7:00 AM-10:00 AM
7	Collins Elementary	10300 N. Blaney Avenue	Cupertino, 95014	7:00 AM-10:00 AM
8	De Vargas Elementary	5050 Moorpark Avenue	San Jose, 95129	7:00 AM-10:00 AM
9	Dilworth Elementary	1101 Strayer Drive	San Jose, 95129	7:00 AM-10:00 AM
10	Eaton Elementary	20220 Suisun Drive	Cupertino, 95014	7:00 AM-10:00 AM
11	Eisenhower Elementary	277 Rodonovan Drive	Santa Clara, 95051	7:00 AM-10:00 AM
12	Faria Elementary	10155 Barbara Lane	Cupertino, 95014	7:00 AM-10:00 AM
13	Garden Gate Elementary	10500 Ann Arbor Avenue	Cupertino, 95014	7:00 AM-10:00 AM
14	Lincoln Elementary	21710 McClellan Road	Cupertino, 95014	7:00 AM-10:00 AM
15	McAuliffe Elementary	1221 Titus Avenue	Saratoga, 95070	7:00 AM-10:00 AM
16	Montclaire Elementary	1160 St. Joseph Avenue	Los Altos, 94024	7:00 AM-10:00 AM
17	Muir Elementary	6560 Hanover Drive	San Jose, 95129	7:00 AM-10:00 AM
18	Murdock-Portal Elementary	1188 Wunderlich Drive	San Jose, 95129	7:00 AM-10:00 AM
19	Nimitz Elementary	545 E. Cheyenne Drive	Sunnyvale, 94087	7:00 AM-10:00 AM
20	Sedgwick Elementary	19200 Phil Lane	Cupertino, 95014	7:00 AM-10:00 AM
21	Stevens Creek Elementary	10300 Ainsworth Drive	Cupertino, 95014	7:00 AM-10:00 AM
22	Stocklmeir Elementary	592 Dunhome Way	Sunnyvale, 94087	7:00 AM-10:00 AM
23	Stocklmeir Elementary-Central Kitchen	592 Dunhome Way	Sunnyvale, 94087	7:00 AM-10:00 AM
24	West Valley Elementary	1635 Belleville Way	Sunnyvale, 94087	7:00 AM-10:00 AM

INSTRUCTIONS TO PROPOSERS

RULES FOR SUBMITTING RFPs

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

RFPs – To receive consideration, RFPs shall be made in accordance with the following instructions:

Deadline for Receipt of RFPs – RFPs will be received prior to 2:00 p.m. PST on May 26, 2023, after which time RFPs will be opened and checked for completeness. Envelopes containing a RFP must be sealed, prominently marked with the RFP number, RFP title, and name of Proposer, and submitted to:

Attn: Dana Ino
Purchasing & Warehouse Department, Door 10
Cupertino Union School District
10301 Vista Drive
Cupertino, CA 95014

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

THE RFP – All items on the "itemized bid form" should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. **Unsigned RFPs will not be accepted**.

"FAX" RFPs – Facsimile copies of RFPs will **not be accepted for formal advertised RFPs**.

RESPONSIBILITY – Proposers are solely responsible for ensuring their proposal is received by the Cupertino Union School District in accordance with the solicitation requirements before the date and time specified in the RFP, and at the place specified. The Cupertino Union School District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery.

ITEMS TO BE SUBMITTED IN RFP:

- Request for Proposal Signature Page
- HAACP Plan or Food Security and Safety Program
- Vendor Questionnaire
- References
- Noncollusion Affidavit
- Proposer's Statement Regarding Insurance Coverage
- Workers' Compensation Insurance Certificate
- Certification Regarding Lobbying
- Fingerprint Clearance Certification
- Equal Opportunity Employment
- Debarment, Suspension, and other Responsibility Matters
- Prohibition on Poultry Products Imported from the People's Republic of China

- Iran Contracting Act
- Tobacco-Free Environment
- Drug-Free Workplace Certification
- Itemized Bid Sheet (Excel Worksheet) on data storage device
- Addenda, if any

PRICES – Price and notations must be typed as instructed on the "Itemized Bid Sheet" Excel document. A hard copy of the "Itemized Bid Sheet" document must be submitted with the RFP. A copy of the "Itemized Bid Sheet" document must be saved on a data storage device and submitted with the RFP. This data storage device will not be returned. Prices shall be stated in units and quotations made separately on each item. Where there is a conflict between unit prices and extended prices, unit prices will govern. Where there is a conflict between words and figures, words will govern. When quoting an item that has more than one flavor or shape, please list all flavors and shapes available for purchase on the "Itemized Bid Sheet."

If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the Vendor to any other school district or any other state, county, municipal, or local governmental agency in Santa Clara County for products listed herein.

INK OR TYPEWRITTEN – All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the quote.

SAMPLES – A sample is required of each item marked with an "X" on the Itemized Bid Sheet. Depending on the RFP no sample may be required. Samples shall be furnished free of cost to the District after the RFP opening. If requested, samples are to be sent with your proposal documents to **Attn: Nutrition Services, Cupertino Union School District, 10301 Vista Drive, Cupertino, CA 95014**. The District reserves the right to reject the RFP of any Proposers failing to submit samples as requested. Samples must be plainly marked with name of Proposer, RFP number and the corresponding line number from the itemized bid sheet. Samples of the successful Proposer(s) may be retained for comparison with deliveries. Proposer(s) may pick up samples (if not destroyed by test) on notice from the Director of Nutrition Services. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Proposer(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

ITEMIZED BID SHEET – Prices must be submitted on the "Itemized Bid Sheet" supplied by the District. If the item is a Special Order indicate with an "X" in the column labeled. Each item specification is described and a brand name is used as a reference to indicate the quality of the product required. A hard copy of the "Itemized Bid Sheet" document must be submitted with the RFP. A copy of the "Itemized Bid Sheet" document must be saved on a data storage device and submitted with the RFP. This data storage device will not be returned.

QUESTIONS REGARDING PRODUCT SPECIFICATIONS OR DELIVERY – Contact the District Director of Business Services, Dana Ino, by email: ino_dana@cusdk8.org or by phone: 408-252-3000 x 61493.

INFORMED PROPOSERS – Before submitting prices, Proposers must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at Proposers' own risk, and they cannot secure relief on the plea of error.

EXTENSION OF DATE DUE AND/OR TIME – The District reserves the right to extend the date due and/or time when it is in the best interest of the District.

BRAND NAMES – Manufacturers' names, trade names, brand names, manufacture numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

BRAND SUBSTITUTIONS – Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the Proposer to indicate the brand names and manufacture item numbers, and to provide evidence of the equality of the items to the products specified in the solicitation. The Cupertino Union School District will be the sole judge of whether such alternates are equivalent to the items specified. The Cupertino Union School District reserves the right to waive immaterial variations in the specifications.

BUY AMERICAN PROVISION –
Pursuant to California Public Contract Code Section 3410 and Title 7, Code of Federal Regulations 210.21(d), a preference to U.S. grown processed foods, produce, etc. will be provided when economically feasible, shall be made by the purchasing agency or its designee. At least 51 percent of the final processed end product must consist of agricultural commodities that were grown domestically. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Upon request, Vendors shall provide certification of the origin of food products.

LOCALLY GROWN AND PRODUCED PRODUCTS – The District prefers locally grown products whenever possible and has a goal of procuring, at minimum, 30% locally grown and produced. The District's definition of local includes two tiers: 1) Grown within a 250-mile radius from Cupertino, 2) Grown within the state of California. If California or U.S.-grown product is not available in sufficient quantities to provide affordability, then only products inspected and approved by USDA is acceptable, and must be approved by the Director of Nutrition Services.

SOLICITATION PROTEST PROCEDURES: Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.

a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.

b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.

c. The protest must refer to the specific portions of all documents that form the basis for the protest.

d. The protest must include the name, address and telephone number of the person representing the protesting party.

e. 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. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

f. 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 bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

TERMS AND CONDITIONS

ADDENDUM – Any and all changes to this contract must be made in writing and agreed to by the Cupertino Union School District. Performance by the Vendor will be considered agreement with the terms of this contract.

AGREEMENT –Submission of a signed quote will be interpreted to mean Proposer hereby agrees to all the terms and conditions set forth in all the pages of this RFP. Proposer's signed quote and District's written acceptance or purchase order shall constitute a contract.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS – Successful Proposer may not assign, transfer, or sell any rights or obligations resulting from this RFP without first obtaining the specific written consent of the Cupertino Union School District.

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

AUTHORITY OF THE CUPERTINO UNION SCHOOL DISTRICT – Subject to the power and authority of the Cupertino Union School District as provided by law in this contract, the Cupertino Union School District shall in all cases determine the quantity, quality, and acceptability of the materials and supplies for which payment is to be made under this contract. The Cupertino Union School District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the Vendor hereunder.

AUTHORIZED DISTRIBUTOR – Successful Proposer must be an Authorized Distributor for the product offered, or with Proposer's quote, Proposer must submit documentation from an authorized distributor from whom Proposer has purchased the specified materials or equipment. Said documentation must state that the distributor will honor all manufacturers' warranties.

AWARD – The District intends to award a one (1) year contract with the possibility of two (2) one (1) year extensions to the Proposer offering the most advantageous proposal after consideration of the Evaluation Criteria set forth below. The District will evaluate all proposals received in accordance with the Evaluation Criteria. The Cupertino Union School District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the Cupertino Union School District after all factors have been evaluated.

Following receipt of Proposals, Proposers shall be ranked based on the following criteria:

Evaluation Criteria	Maximum Points
Price	50
Vendor Questionnaire	20
References	20
Food Safety-HACCP Plan and Plant Security	10
Total Possible Points	**100**

Each Proposal will be evaluated on criteria and priorities define by the District, with specific attention to those features, functional, and technical aspects notes for each section. The District's evaluation panel will award the contract based on the prospective Vendor submission that best meets the needs of the District with regard to the RFP specifications contained herein.

A Proposer must be able to deliver the items within the required delivery date in order to be declared responsive to this RFP. The District reserves the right to make no award at all, reserves the right to reject any and all quotes, and to waive any irregularity or discrepancy associated with this RFP.

Unsolicited services or incentives offered as part of the Proposal response will NOT be evaluated or considered in the award process.

The District reserves the right of determination that items quoted meet or do not meet RFP specifications. Contract will be awarded to the most responsive and responsible Proposer based on criteria described in this RFP. Further, the District reserves the right to accept or reject any or all quotes and to waive any informality in the RFP. This will be an all or nothing award, meaning all items bid will be awarded to one responsive and responsible Proposer.

Response will be considered acceptance of this term. Cupertino Union School District reserves the right to make an award based on partial items.

AWARD RESULTS – A recap of items awarded will be posted on the District website at https://www.cusdk8.org/departments/purchasing/bid-opportunities, within a reasonable time after the Date Due.

CANCELLATION OF CONTRACT –The Cupertino Union School District may cancel this contract without cause at any time by giving thirty (30) days' written notice to the supplier/Vendor. The Cupertino Union School District may cancel this contract with cause at any time by giving ten (10) days' written notice to the supplier/Vendor. Cancellation for cause shall be at the discretion of the Cupertino Union School District and shall be, but is not

limited to, failure to supply the materials, equipment, or service specified within the time allowed or within the terms, conditions, or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the District.

CANCELLATION OF SOLICITATION – The Cupertino Union School 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***. Proposers 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 Proposer'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.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT – Vendor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract, or any subcontract hereunder, no Contractor, material supplier or Vendor shall, by reason of race, color, national origin or ancestry, religion, sex, or sexual orientation discriminate against any person who is qualified and available to perform the work to which such employment relates.

COMPLIANCE WITH LAWS – Proposer shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Proposer shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Proposer shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Proposer performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Proposer shall bear all costs arising therefrom.

COMPLIANCE WITH OSHA – Proposer 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 it will indemnify and hold the Cupertino Union School District harmless for any failure to so conform.

CONTRACT INCORPORATION – This contract embodies the entire contract between the District and the Vendor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth

herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittal, supplemental agreements, and any and all written agreements which alter, amend or extend the contract.

CONTRACT PRICING – Prices bid shall remain firm through the term of this contract.

CONTRACT TERM - The initial awarded contract period shall be July 1, 2023 to June 30, 2024. This awarded contract may be renewed for up to two (2) additional one-year terms by mutual agreement of the SFA and Selected Vendor after the SFA has conducted an annual Vendor Performance and Evaluation.

Initial Year:	July 1, 2023 to June 30, 2024
Option Year 1:	July 1, 2024 to June 30, 2025
Option Year 2:	July 1, 2025 to June 30, 2026

DAMAGE – The Vendor shall be held responsible for any breakage, loss of the Cupertino Union School District's equipment or supplies through negligence of the Vendor or Vendor's employee while working on the Cupertino Union School District's premises. The Vendor shall be responsible for restoring/replacing any equipment, facilities, etc., so damaged. The Vendor shall immediately report to the Cupertino Union School District any damages to the premises resulting from services performed under this contract.

DEFAULT – In case of default by Vendor of any of the conditions of this RFP or contract resulting from this RFP, the Vendor agrees that the Cupertino Union School District may procure articles or services from other sources and may deduct from the unpaid balance due the Vendor, or collect against the bond or surety, or may invoice the Vendor for excess costs so paid, and prices paid by Cupertino Union School District shall be considered the prevailing market price at the time such purchase is made.

DELIVERY COMPLETION – All items must be shipped exactly as ordered. The Vendor must apply continual diligence, monitoring, and resources to ensure items on orders are delivered on the required delivery date and in compliance with contract terms, conditions, instructions, pricing, and specifications.

DISCONTINUED ITEMS AND PRODUCT SUBSTITUTION – In the event an item awarded under this contract is discontinued, the Vendor is required to notify the District's Nutrition Services Director immediately. Contract items that are discontinued by their manufacturer during the term of the contract may be substituted with a same or similar item only if it is equal or exceeds the specifications of the original item. Written documentation from the manufacturer of discontinuation and a sample of the substituted item shall be submitted directly to:

Nicole Meschi, Director
Nutrition Services
Cupertino Union School District
10301 Vista Drive, Cupertino, CA 95014

The District will not allow substitutions without prior approval. The substitute item shall then be evaluated by District's Director of Nutrition Services to determine if the substitute item is an equivalent of the specified item. Additionally, the price of any authorized substitute product must be equal to or less than the contracted price of the item being replaced. Authorization of a substitute product shall be the sole discretion and with authorization/approval of the Director of Nutrition Services.

DISTRICT REQUIREMENTS – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the RFP and required during the contract period shall be ordered and purchased from the successful Proposer(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

EXAMINATION OF LOCATIONS – It shall be the responsibility of the Vendor to establish knowledge of the Cupertino Union School 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 his/her ability to service the District. It shall be the responsibility of the Vendor to cope with all these eventualities.

FILL RATE/ACCURACY RATE – The Vendor shall maintain a 90% fill rate of all orders and indicate on the packing slip all items ordered but not delivered. The Vendor shall also fill orders with a 99% accuracy rate.

FINGERPRINTING OF EMPLOYEES – Successful Vendor agrees to comply with all provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Vendor shall not permit any employee to have any contact with District pupils until such time as the Vendor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Vendor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Vendor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

FOB POINT – All shipments shall be made FOB destination, Cupertino, Calif. FOB destination indicates that the *seller* is responsible for shipment until it is tendered to the Cupertino Union School District. The District will not pay for shipping and handling, nor shall the District pay for any fuel surcharges that are not indicated herein.

FOOD RECALL - Food/beverage suppliers shall be expected to comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace.

FORCE MAJEURE – If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Vendor, the Vendor shall notify the Cupertino Union School District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather.

FORMATION OF CONTRACT – Proposer's signed Proposal and District's written acceptance shall constitute a binding contract.

HOLD HARMLESS – Successful Proposer agrees to indemnify, defend, and hold harmless the name of Cupertino Union School District, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Successful Proposer's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

INDEMNIFICATION – (a) Vendor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release District, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including attorney's fees and witness costs that may be asserted by any person or entity, arising out of or in connection with the tortuous acts or errors or omissions of Vendor hereunder, whether or not there is concurrent passive or active negligence on the part of District, but excluding liability due to the sole negligence or willful misconduct of District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Vendor or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) Vendor shall be liable to District for any loss or damage to District property arising from or in connection with Vendor's performance hereunder.

INDEPENDENT CONTRACTOR- In accepting this contract, Successful Proposer (hereinafter Vendor) covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Vendor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Vendor certifies that to the best of his or her knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the Cupertino Union School District. It is expressly agreed by Vendor that in the performance of the services required

under this contract, Vendor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of the Cupertino Union School District.

INSURANCE REQUIREMENTS – The successful Proposer must furnish the Cupertino Union School District with the Certificates of Insurance proving coverage as specified in below and naming the Cupertino Union School 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.

Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the provider, its agents, representatives, or employees.

Coverage Required	Limits Per Occurrence	Scope As Broad
General Liability	$1,000,000	As CG001
Sexual Abuse/Molestation	$1,000,000	May be included under General Liability
Automobile Liability	$1,000,000	As ISO-CA001
Workers' Comp/Employer's Liability	$1,000,000	As req. by CA

The general liability and auto liability policies are to contain or be endorsed to name CUSD, its officers, officials, employees, and volunteers as additional insureds for liability arising out of the activities performed in connection with this contract. The Contractor's coverage shall be primary and shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability. Contractor shall furnish CUSD original certificates of insurance and endorsements (affecting coverage required by this clause) signed by a person authorized to bind coverage on its behalf. Insurance is to be placed with insurers with a current AM Best rating of not less than A: VII. The endorsements are to be received and approved by CUSD before work commences.

LAWS GOVERNING THE CONTRACT – This contract shall be in accordance with the laws of the State of California. Parties further stipulate that this contract was entered into in the county of Santa Clara and the state of California is the only appropriate forum for any litigation resulting from breach hereof or any questions arising here from.

MATERIAL PRICED INCORRECTLY – As a condition of any award resulting from this Request for Price, Vendor shall discount all transactions as agreed. In the event the District discovers through its contract monitoring process or formal auditing process, that material was priced incorrectly, Vendor agrees to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the noncompliance.

NOMENCLATURES – The terms Successful Proposer, supplier, Vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the Cupertino Union School District enters into a contract as a result of this solicitation.

NUTRITIONAL ANALYSIS – Upon contract award, the Vendor will provide the nutritional analysis and CN or manufacturer's documentation that verifies product's contribution to the school breakfast and/or lunch pattern for each line item bid after the award.

The information must contain the following:

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

OFF CONTRACT PURCHASE – The District reserves the right to purchase product covered by this Agreement from alternate sources, should during the term of this Contract/Agreement the District obtains more favorable pricing from those alternate sources.

ORDER DISCREPANCIES – Upon notification by the District, the Vendor shall correct/resolve any shipping discrepancy no later than forty-eight (48) hours from the time of delivery to the ordering location, at no additional cost to the District.

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 packing, crating, or other debris resulting from delivery or setup of commodity purchased shall be removed and properly disposed of by the successful Proposer.

PERFORMANCE NOTIFICATION – In the event Vendor is unable to perform any or its entire obligation under this contract or Vendor is able to foresee a potential issue (i.e., system failure) that will impact the quality or quantity of the scope of work, services or level of performance under the contract, the Vendor shall notify the District within one (1) working day in writing or by telephone of such event.

POSTAWARD MEETING – Prior to performing any work or providing any services specified on this Contract, the Vendor may be required to meet with the Director of Nutrition Services

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 RFP.

The Vendor shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this Contract. The District will approve all materials associated with this RFP.

QUANTITIES – The quantities shown are approximate. The District reserves the right to increase or decrease quantities as required. The District does not guarantee orders in these quantities nor shall the District be required to limit its orders to these quantities. This is an indefinite quantity bid for which there shall be no limit to the number of orders placed, in any quantity, by the District or any participating public agency for the term of the contract, at the prices resulting from award of a contract.

QUESTIONS, INTERPRETATION, OR CORRECTION OF RFP DOCUMENTS – Proposers shall notify the District's Director of Business Operations, Dana Ino, by email: ino_dana@cusdk8.org, or by phone: 408-252-3000 x 61493, promptly of any error, omission, inconsistency or for interpretation, correction, or clarification that may be discovered during examination of the solicitation.

RETURN OF ITEMS – Items ordered by the District, which are subsequently determined by District customer not to be acceptable or wanted, shall be picked up by the Vendor and full credit shall be issued to the ordering location. After proper notification to the Vendor, by the District ordering location/customer, Vendor shall pick up and fully credit said return items in a timely manner.

The District reserves the right to refuse all items in excess of the quantities ordered unopened at the time of delivery. Excess quantities delivered to the ordering location shall be picked up by the Vendor within ten (10) business days after notification by the District ordering location.

RIGHTS RESERVED –

A. **Rejection.** The Cupertino Union School District reserves the right to reject any or all Bids or any part thereof, or to accept any bid or any part thereof, or to waive any informalities in any bid, whenever it is deemed to be in the best interest of the Cupertino Union School District. The Cupertino Union School District also reserves the right to reject the bid of any Proposer who has previously failed to perform adequately for the Cupertino Union School District or any other governmental agency.

B. **Cover.** Should the successful Proposer fail to comply with the conditions of this RFP or fail to complete the required work or furnish the required materials within the time stipulated, the Cupertino Union School District reserves the right to purchase the materials in open market, or to complete the required work, at the expense of the successful Proposer.

C. **Severability.** If any provision, or any portion of any provision, of any contract resulting from this RFP shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

SAFETY – All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety. The Vendor shall provide Material Safety Data Sheets (MSDS) upon request by the District.

SEVERABILITY – If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFCATIONS, CHANGES TO – The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced in writing and signed by both parties.

STOCK ON HAND – The Vendor shall stock and maintain a reasonably sufficient quantity of all items awarded. The District's estimated one (1) year usage is listed on the "Itemized Bid Sheet" for delivery to the sites listed above.

TAXES – The Vendor 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 Cupertino Union School District from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The Cupertino Union School District is exempt from Federal Excise Tax.

TERMS OF THE OFFER – Cupertino Union School District's acceptance of Proposer's offer shall be limited to the terms herein unless expressly agreed in writing by the Cupertino Union School District. Quotes offering terms other than those shown herein will be declared nonresponsive and will not be considered.

VENDOR QUESTIONNAIRE
To Be Submitted with Proposal

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

1. Will you be able to meet the specified delivery timeframe? Please Circle YES or NO

2. Will you be able to provide delivery at minimum twice a week? Please Circle YES or NO

3. Please describe how you will communicate ongoing product market updates and information regarding product availability to identify best priced products?

4. What is the lead time you require for orders that ensures a 90% fill rate?

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

6. What is your procedure for notifying customers of shortages and/or substitutes?

7. Can all aspects of the Overview of Requirements as described in this RFP be met (pages 5-8)?

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

9. Do you require a minimum number of cases or dollar amount for delivery?

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

10. During the prior school year how many K-12 school districts did you service?

11. Do you offer a percentage discount for early payment? If YES, please state the term for discount.

REFERENCES
To Be Submitted with Proposal

Please submit two (2) current school district references requiring multiple deliveries per week.

Reference #1

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #2

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

NONCOLLUSION AFFIDAVIT
To Be Submitted with Proposal

State of California
Santa Clara County

Proposer's Name_____, being first duly sworn, deposes and says that he or she is Owner of Contractor Name _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Proposer has not , directly or indirectly, submitted his or her bid price or 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.

Date	**Signed at (Place)**
Name of Proposer (Person, Firm, or Corporation)	**Signature of Proposer's Authorized Representative**
Name of Authorized Representative	**Title of Authorized Representative**
Address	**City, State, and Zip Code**

PROPOSER'S STATEMENT
REGARDING INSURANCE COVERAGE
To Be Submitted with Proposal

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

Date	**Name of Proposer (Person, Firm, or Corporation)**
Signature of Proposer's Authorized Representative	**Name & Title of Authorized Representative**

WORKERS' COMPENSATION INSURANCE CERTIFICATE
To Be Submitted with Proposal

The Proposer shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am 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 the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date	**Name of Proposer (Person, Firm, or Corporation)**
Signature of Proposer's Authorized Representative	**Name & Title of Authorized Representative**

CERTIFICATION REGARDING LOBBYING
To Be Submitted with Proposal

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 subawards exceeding $100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

DISCLOSURE OF LOBBYING ACTIVITIES
To Be Submitted with Proposal

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

1. Type of Federal Action: a. contract ___ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application ____ b. initial award c. post-award	**3. Report Type:** a. initial filing ____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: ___ Prime ____ Subawardee Tier_____, if Known: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
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.	**Signature: _____** **Print Name: _____** **Title: _____** **Telephone No.: _____ Date: _____**	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

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

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

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

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup 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; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

FINGERPRINT CLEARANCE/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION
To Be Submitted with Proposal

One of the three boxes below **must** be checked, with the corresponding certification provided:

□ Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

☑ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: "*Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto*."

□ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

□ The installation of a physical barrier at the worksite to limit contact with pupils.
□ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
□ Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

EQUAL OPPORTUNITY EMPLOYMENT
To Be Submitted with Proposal

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.

I/We hereby certify that we are an equal opportunity employer as defined in the Equal Opportunity Act.

Date	**Signature of Proposer's Authorized Representative**	**Name & Title of Authorized Representative**

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
To Be Submitted with Proposal

As required by Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, for participants or respondents in primary covered transactions:

A. The participant or respondent certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Date	**Name of Proposer (Person, Firm, or Corporation)**
Signature of Proposer's Authorized Representative	**Name & Title of Authorized Representative**

PROHIBITION ON POULTRY PRODUCTS IMPORTED FROM THE PEOPLE'S REPUBLIC OF CHINA VENDOR CERTIFICATION FORM

To Be Submitted with Proposal

Adapted from California Department of Education's PRU-21

To ensure compliance with the Consolidated Appropriations Act of 2021 that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. It is the program operator's responsibility to ensure the country of origin for all nondomestic raw or processed poultry products, whether purchased directly by the program operator or on their behalf. The prohibition set forth in the Consolidated Appropriations Act of 2021 (Public Law 116–260) Division A, Section 764, does not allow for any exceptions.

To ensure compliance with the prohibition, this certification of acknowledgment, acknowledges your agreement to comply with the prohibition stated within the Consolidated Appropriations Act 2021 (Public Law 116–260).

This certification shall be in effect for the entire term of the contract if awarded.

I/We certify that we will not manufacture or distribute raw or processed poultry products that are imported into the United States from the People's Republic of China to be sold/distributed to the Cupertino Union School District for the use in their school meal programs and paid for by federal funds.

Date	**Name of Proposer (Person, Firm, or Corporation)**
Signature of Proposer's Authorized Representative	**Name & Title of Authorized Representative**

IRAN CONTRACTING ACT
To Be Submitted with Proposal

(Public Contract Code Sections 2202-2208)

Prior to bidding on or submitting a proposal for a contract for goods or services of $1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

☐ **OPTION 1** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person 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.

☐ **OPTION 2** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:
I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

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

TOBACCO-FREE ENVIRONMENT CERTIFICATION
To Be Submitted with Proposal

This Tobacco-Free Environment Certification form is required from the successful Bidder. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date	**Name of Proposer (Person, Firm, or Corporation)**
Signature of Proposer's Authorized Representative	**Name & Title of Authorized Representative**

DRUG-FREE WORKPLACE CERTIFICATION
To Be Submitted with Proposal

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 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 doing 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.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.
Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

a) 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.
b) Establishing a drug-free awareness program to inform employees about all of the following:
    1. The dangers of drug abuse in the workplace.
    2. The person's or organization's policy of maintaining a drug-free workplace.
    3. The availability of drug counseling, rehabilitation, and employee-assistance programs.
    4. The penalties that may be imposed upon employees for drug abuse violations.
c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, 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 publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness

program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the 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 the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date	**Name of Proposer (Person, Firm, or Corporation)**
Signature of Proposer's Authorized Representative	**Name & Title of Authorized Representative**

U.S. DEPARTMENT OF AGRICULTURE NONDISCRIMINATION STATEMENT

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD3027) found online at the Filing a Program Discrimination Complaint as a USDA customer page, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

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

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

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

This institution is an equal opportunity provider.