

Kern County Superintendent of Schools

March 4, 2025

2025 - 2026 School Year

Food & Nutrition Services Department Request for Proposal (RFP)

RFP# KCSOS 2526-001 - Purchase of Whole and Precut Produce

RFP# KCSOS 2526-002 - Purchase of Dairy Products

RFP# KCSOS 2526-003 - Purchase of Commercial Food

RFP# KCSOS 2526-004 - Purchase of Commodity Food

RFP# KCSOS 2526-005 - Purchase of Supplies, Paper Goods, and Chemical Products

Submit proposals and all questions/inquiries to:

Kern County Superintendent of Schools
Food & Nutrition Services
1300 17th Street, Bakersfield, CA 93301

Rafael Juarez, Director of Food & Nutrition Services
Office: 661-852-5930
rajuarez@kern.org

The successful RFP will begin July 1, 2025

Publication Dates: March 4, 2025 & March 11, 2025

RFP Due: April 14, 2025 at 1:00pm PST to Kern County Superintendent of Schools,
Food & Nutrition Services Department at 1300 17th St, Bakersfield CA 93301

THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL (RFP) ARE
GOVERNED BY THE APPLICABLE STATE AND FEDERAL LAWS.

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Read carefully: Vendors are expected to examine the conditions, specifications, and all instructions of the Request for Proposal, as they are terms for award and binding. Failure to do so will be at the vendor's risk. Each vendor shall furnish the information required by the Request for Proposal. Statements or communications which serve to qualify or put conditions on any price request, changes or additions to the price quote form, alternative quotes, or any other modification of the price quote form which is not specifically called for may result in the KCSOS’s rejection of the Request for Proposal as not being responsive.

RFP, Agreement documents and product specification questions contact Rafael Juarez, Director of Food & Nutrition Services @ 661-852-5930 or rajuarez@kern.org

NOTICE OF REQUEST FOR PROPOSAL(s)

Notice is hereby given that Kern County Superintendent of Schools (KCSOS) will receive sealed Request for Proposals (sometimes referred to herein as “bids” or “proposal”, and the Vendor submitting same as “bidder”, “proposers” or “vendors”) from qualified, responsive and responsible vendors of products and services requested for KCSOS’s Food & Nutrition Services department, for the following Request for Proposals (“RFPs”):

RFP# KCSOS 2526-001 - Purchase of Whole and Precut Produce, RFP# KCSOS 2526-002 - Purchase of Dairy Products, RFP# KCSOS 2526-003 - Purchase of Commercial Food, RFP# KCSOS 2526-004 - Purchase of Commodity Food, and RFP# KCSOS 2526-005 - Purchase of Supplies, Paper Goods, and Chemical Products. RFP packet may be obtained from the Food & Nutrition Services department website or by emailing Rafael Juarez at rajuarez@kern.org

Proposers responding to the RFP must meet the criteria set forth in section **Vendor Criteria** in Page 8. The successful proposer will provide products throughout the term of the Agreement. All specified items and requirements should be provided to KCSOS at the prices and cost structure offered by the vendor in their submitted proposal.

No proposals shall receive consideration by KCSOS unless made in accordance with the instructions, conditions, requirements detailed herein, and omission or non-conformance of any terms, conditions, or requirements may result in disqualification.

This Request for Proposal (RFP) shall not obligate KCSOS to purchase or contract for any goods specified herein. Furthermore, KCSOS reserves the right to accept or reject any or all proposals received, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP if it is determined by KCSOS to be in the best interest.

NOTICE OF INTENT & DEFINITIONS

It is the intent of KCSOS to award one or more contracts as a result of the Request for Proposals (RFPs). Products and/or services considered for award shall equal or exceed a minimum quality level of industry standards as defined within this RFP, and shall comply with all applicable federal, state, and local technical, environmental, and performance standards and specifications.

In the RFP and in the Contract, the following terms are defined as follows (this is not exhaustive list):

- A. “Contract” or “Agreement” means an agreement entered into between KCSOS and a vendor as a result of the RFP.

- B. “KCSOS and/or the District” refers to the Kern County Superintendent of Schools.

E. “Proposer” or “Vendor” refers to the person/firm that submits one or more proposals to the RFP and to whom a contract may be awarded pursuant to the RFP.

F. “Proposal” refers to the documents submitted by a Proposer that addresses the scope and requirements of the RFP.

G. “RFP” refers to one or more submitted proposals to the Request for Proposal.

H. “Responsible Vendor” means a vendor with adequate financial resources (or the ability to obtain such resources), who can comply with the delivery requirements, and who is a qualified and established firm regularly engaged in the type of business that provides the goods and/or services herein.

I. “Responsive Proposal” refers only to those proposals that comply with all material and administrative aspects of the RFP.

SUBMISSION INSTRUCTIONS

Proposals must be sealed, addressed and received at Kern County Superintendent of Schools, Food & Nutrition Services Department at 1300 17th St, Bakersfield CA 93301 prior to April 14, 2025, 1:00pm PST. Proposals may be submitted at the Kern County Superintendent of Schools, Food & Nutrition Services Department at 1300 17th St, Bakersfield CA 93301, between the hours of 8:00am and 4:00pm, Monday - Friday, before April 14, 2025. On April 14, 2025, KCSOS will accept no bids after 1:00pm PST.

1. Clearly mark the RFP envelope as, RFP - Kern County Superintendent of Schools.
2. Hard Copies and Electronic Copies
 - a. Hardcopies - Vendors must provide original RFP on or before the due date and time at the location provided above. The original copy should have wet signatures.
 - b. Electronic Copy - Vendors will provide an electronic copy of their proposal on flash drive format, readable by Microsoft Office Software. The flash drive shall be included with the hardcopy.
3. Late proposals will be rejected and returned unopened.
4. All proposals must be typed or written in ink and an electronic copy provided on a flash drive format, readable by Microsoft Office Software. Corrections may be made but must be initiated in ink by the person signing the RFP. No oral or faxed modification will be considered. Proposals cannot be changed after they have been received.
5. Cost of preparation and submission of the RFP is solely the responsibility of the proposers.

TIMELINE OF EVENTS

Event	Deadline
Release of the RFP	March 4, 2025
Question Submission Deadline (by 11:00am PST)	March 21, 2025
Answers to Questions Provided	March 28, 2025
Deadline for Submission of Sealed Proposals (by 1:00pm PST)	April 14, 2024
Anticipated Agreement Award Date	May 1, 2025

Question Submission Deadline - All questions regarding the RFPs: RFP# KCSOS 2526 - 001 thru RFP# 2526 - 005, preparation, documents, discrepancies, omissions, the selection process, specifications and interpretations of the terms and conditions must be submitted in writing via email to Rafael Juarez, Director of Food & Nutrition Services at rajuarez@kern.org by or before March 21, 2025 at 11:00am PST. Please put your RFP# in the subject line of your email. Answers to questions submitted will be posted on <https://kern.org/food-nutrition-services/> website by March 28, 2025 at 11:00am PST. No oral interpretation of any provision in this RFP will be made to any proposer.

KCSOS will use its best efforts to adhere to the schedule. However, KCSOS reserves the right to amend the schedule, as it deems necessary, and will post a notice of said amendment.

TERMS & CONDITIONS

GENERAL

KCOS is seeking proposals in response to the RFPs listed herein from vendors for the fiscal year 2025 - 2026. KCSOS is continually striving to promote healthy food options to its students. All programs seek to increase children's participation in the school meal programs and promote consumption of fruits and vegetables, thereby improving childhood nutrition, reducing hunger, and preventing obesity and obesity related diseases. To help meet these goals, KCSOS is seeking to enhance the health of school meals by decreasing the distance between farmers and students.

KCSOS may award any of the RFPs to more than one proposer, including, but not limited to, award of seasonal, local items to multiple proposers. KCSOS does not seek exclusive vendors for any of the products listed in the Itemized RFP Sheets (Appendix D). KCSOS will continue to procure some of its products through the USDA Department of Defense Fresh Fruit and Vegetable Program (“USDA DoD Fresh”), products available through USDA’s Food Distribution Program, (“USDA Commodity”), and continue to procure seasonal and local items directly from local farmers and producers as they are available. Please note that the KCSOS reserves the right to purchase from these and other sources, as best supports KCSOS’s Local, Real, Fresh Food Initiatives.

BRANDS, SIMILAR PRODUCTS, “OR EQUAL”

Whenever KCSOS refers to a product by describing a proprietary product or by using the name of a manufacturer or brand name, the term “or equal” if not inserted shall be implied, as applicable. The specified product shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.

GRADES OF CANNED PRODUCTS

All canned fruits and vegetables are to meet the specified grades as defined by the USDA Agricultural Marketing Service “AMS”. The AMS web page may be found at <https://www.ams.usda.gov/grades-standards>

QUANTITIES

Quantities shown are estimated usage of KCSOS for the proposal period. KCSOS reserves the right to purchase more or less of the units specified. KCSOS will order in quantities best suited to their needs and storage facilities.

SUBSTITUTIONS

Substitutions for awarded items must be pre-approved by KCSOS assigned representatives and if accepted and delivered it must be at or below the awarded price and meet the “or equal” product criteria.

PRICING

Propose each item separately, all prices must be firm from July 1, 2025 through June 30, 2026. KCSOS may agree with a price increase of any product, with a thirty (30) calendar day written notice, however price increase may only be allowed based on the percentage of price increase for products that are at or below the consumer price increases for “All Urban Consumers” Database Series for the statistical area of “US City Average” from the category “Food Away From Home” as listed on the Bureau of Labor Statistics (BLS) web site). The vendor may use the preceding three (3) months from initial thirty (30) day notice of intent to increase price. Vendors may provide alternate documentation if BLS data is not available or applicable. Acceptability of alternate documentation is at the discretion of KCSOS.

TAXES

Purchaser will pay for state and local taxes. Do not include taxes on the proposal form.

FORM OF AGREEMENT

A signed and submitted Proposal constitutes an offer to Contract with KCSOS to provide the goods and/or perform the services specified in the RFP. A RFP does not become a contract unless and until it is accepted and signed by the KCSOS Authorized Signatory.

KCSOS's form of Agreement ("herein referred to Contract or Agreement") becomes binding and fully executed once a submitted proposal is received, evaluated, and provided an intent to award, and the Proposal Agreement Form, agreeing to all Terms and Conditions in the RFP is signed by the proposer and KCSOS's Authorized Signatory. The items selected by KCSOS to be awarded to Proposers in their submitted Itemized RFP Sheets will be incorporated into the fully executed Agreement.

If, in KCSOS's judgment, the vendor fails to fulfill the obligations under the Agreement, then KCSOS may terminate the Agreement with thirty (30) days written notice. KCSOS reserves the right to cancel immediately any Agreement for any reason determined by KCSOS to be detrimental to the health and welfare of students and school personnel or that seriously affects the quality of the service and to hold the vendor in default if they have caused such conditions to arise. KCSOS fully reserves the right to cancel any Proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds. If the Proposer to whom an award is made fails or refuses to execute the Contract and provide the required submittals, certificates, licenses and permits within fifteen (15) days of the award, KCSOS may award the contract to the next lowest responsive Proposer, reject all proposals, call for new proposals or disqualify the proposal.

MULTIPLE AWARDS/NON-EXCLUSIVITY

KCSOS reserves the right to award a RFP to more than one proposer using criteria and preference points specified herein. KCSOS anticipates making multiple awards under these RFPs including, but not limited to, award of multiple seasonal produce, dairy products, commercial products, commodity products, supplies, paper goods and chemicals.

KCSOS will not exclusively procure whole and pre-cut produce from the successful proposer(s) responsive to the respective RFP. KCSOS expressly reserves the right to competitively purchase from other vendors for some or all of the fresh produce items specified in RFP# 2526-001. Examples of KCSOS's other procurements include produce procured through USDA DoD Fresh and certain seasonal and/or local produce items. KCSOS procures fresh produce from numerous small farms and will continue to do so when those items are available. KCSOS makes no representation of exclusively purchasing from the successful proposer(s) the items and quantities specified in the proposer's Itemized RFP Sheets.

TERM OF AGREEMENT & TERMINATION FOR CAUSE AND CONVENIENCE

Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing). Prices shall be held firm from award of Proposal through June 30, 2026 with option to renew for two (2) additional one-year terms under the same agreement terms and conditions. On each anniversary date of the two (2) additional one-year renewal periods, the vendor and KCSOS will negotiate any increase/decrease on certain items. Increase/Decrease requests will be substantiated by letters from the manufacturer and/or grower. In all cases KCSOS may cancel the Agreement if a requested price increase is not acceptable.

PIGGYBACK CLAUSE:

For the term of the Contract and any mutually agreed extensions pursuant to this proposal, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (community colleges) of the Public Contracts Code. For the term of the Contract and any mutually agreed extensions pursuant to the awarded RFP(s), and upon the same terms and conditions. Respondents have the option to accept or decline this piggyback option on a per request basis.

VENDOR CRITERIA

All responding vendors shall meet the following minimum criteria for price request submission. Award shall be based on, but not limited to the following:

Pricing - Fixed price should be in the form of single drop and/or multi-drop pricing.

Permits and Licenses - The vendor and all employees or agents shall secure and maintain in force such certificates, licenses and permits as are required for the work and by law, in connection with the furnishing of materials, supplies or services herein listed.

Prevailing Law - In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the most restrictive shall prevail. Additionally, all equipment to be supplied or services to be performed, under the Proposal, shall conform to all applicable requirements of local, state, and federal law.

Patents or Trademarks - The vendor shall hold harmless and fully indemnify said KCSOS or by any of its' officers or agents from all damages or claims for damages, costs and expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person or persons in consequence of the use by said KCSOS or by any of its' officers or agents for articles to be supplied under this proposal.

Ability to meet the terms of KCSOS requirements as called for in Appendix A General Requirements - Deliver products in containers that are clean and undamaged, in delivery vehicles that are free of debris, pest and in good working order, and by personnel that are properly attired.

Provide complete and accurate (preferably automated) billing - Vendor shall provide a description of billing procedures.

Has written HACCP Plan - Vendor shall have a written HACCP plan and be able to provide it upon request.

Verifiable record of service, particularly with respect to delivering all items according to established ordering and delivery schedules at favorable prices

Fingerprinting - This RFP is subject to the provisions of Education Code Section 45125.1 and 45125.2. The successful vendor's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c) and 1192.7c) respectively. Vendor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Vendors are required to fulfill this requirement at its expense.

CAL-OSHA - The Vendor certifies by delivery, that all items furnished under this Agreement meet or exceed applicable CAL-OSHA Codes.

Insurance - The successful vendor only will be required to submit a certificate of insurance naming KCSOS as additional insured, before commencement of work. The successful vendor agrees to indemnify, defend, and hold harmless KCSOS, its officers, agents, and employees from and against any and all claims, demands, actions, damages, or judgments, including associated costs of investigation and defense arising from any omission, fault, negligence, or other conduct of vendor in connection with vendor's occupancy, activity upon, use, or in connection with any other aspect of vendor's performance under this agreement. Without limiting the foregoing in any way, vendors shall carry Comprehensive General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

Workers Compensation Insurance - The successful vendor shall provide Workers' Compensation Insurance coverage to its employees as required by California law and shall submit to the District such certification that the required insurance is in effect before commencement of work.

Facility Inspections - KCSOS reserves the right to inspect any Proposer's plant, fleet, and equipment to determine the Proposer's preparedness prior to making an award.

USDA and State Compliant Regulations and Recall Notification - All items Proposer submitted must comply with California Department of Education and USDA Nutrition Services requirements on food and beverage products in sponsorship of the NSLP, SBP and CACFP.

Any new or revised USDA or CDE regulations will be included with each additional year extension of awarded responses. All products must comply to be considered for the extension, at that time. Changes in USDA or CDE regulations may change acceptability of awarded product and additional testing/cutting may be required.

USDA regulations and instructions will supersede and be followed for all recalls. All recall notification and expansion of a recall must be notified within twenty-four (24) hours to KCSOS Food & Nutrition Services Department.

Payment Terms/Credit Memos - Accounting will make payment on invoices, which have been signed by the recipient of the delivery only. Terms are Net 30 days from receipt of signed invoice by the Accounting Department of KCSOS. Credit memos must be issued within one week of pick-up or return of merchandise. Credit memos must reference purchase order and invoice numbers of original order. Credit memos shall be issued on forms easily differentiated from invoices.

Force Majeure Clause - The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the non-performance is not due to the fault or neglect of the party performing. Any Force Majeure will need to be submitted 30 days in advance of price increase/decrease.

Small Business and Minority, Woman, and Disabled Veteran Business Enterprise - In an effort to encourage minority, women and disabled veteran owned businesses enterprises to participate in and submit proposals based upon their capacity to perform and be successful, the proposal may be awarded to more than one Proposer if it is in the best interest of the District to do so. MWDVBE must submit documentation of qualification as outlined in Public Contract Code (PCC) Division 2., Part 1., Chapter 2., Responsive Proposers.

A) Further information can be found at the following PCC web sites.

http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=1.&chapter=2.&article=

B) Certification for Small Business and Disabled Veteran Business Enterprise Services is located at the following California website.

<http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>

Conflict of Interest - Proposers understand and certify that it does not know of any facts which constitute a violation of the California Political Reform Act, which states in part that "No public official at any level of state or local government shall make, participate in making or in any way attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a financial interest." (Govt. Code Section 87100 *et seq*). Furthermore, Proposers certify that no such current or former Board member or employee will derive any compensation, directly or indirectly, from this Agreement. Proposers also hereby certify that to its knowledge, no current Board member or member of KCSOS, and no one who has been a Board member or a member of KCSOS within the last two years, has influenced or sought to influence the awarding of this Agreement to Proposer, except as allowed under his/her official duties. The Proposer understands that any violation of this Section shall make the Agreement voidable by KCSOS.

Equal Opportunity Employer/Federal Non Discrimination Statement - In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on sex, race, color, national origin, marital status, sexual orientation, gender identity, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

RFP FORM AND PREPARATION

All RFPs must include the following:

1. Vendor's Cover Sheet
2. Acknowledgement of General Service Requirements (Appendix A)
3. Itemized RFP Sheets (Appendix D)
4. Sample Traceability Report
5. At least three (3) references from schools or institutions

1. Vendor's Cover Sheet - The cover sheet must bear the vendor name, address, and signatures of responsible parties. Obligations assumed by such signatures must be fulfilled.

2. Acknowledgement of General Services Requirements - Please read the list of required services in Appendix A, sign and include the Acknowledgement of Required Services within this proposal.

3. Itemized RFP sheets

- A. Use the Excel spreadsheet provided.
- B. Items listed with the words "No Substitutes" must be RFP as specified.
- C. Complete all line item fields under "Description". Do not enter "as specified".
- D. List additional varieties of line items on the "Line Item Variety" sheet included in the workbook with Itemized RFP Sheets.
- E. Indicate line items not RFP by entering "NB" under "Product Description".
- F. Price and notations must be typed on the provided "Itemized RFP Sheets".
- G. State the brand and manufacturer number quoted; if none is indicated it is understood that the vendor is quoting the exact brand and number specified. If proposing a product "equal to" the brand must be specified and any differences should be clearly noted. Vendors may propose any product equal to that specified. Certain specifications set forth herein for the purpose of establishing standards are not intended to preclude any vendor from submitting a proposal who can meet these specifications and requirements.
- H. Product specifications are based on products and pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available. If proposing an alternate or "generic" item, please quote it in addition to the brand requested; if possible. In any case, KCSOS will be the sole judge as to whether the products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable.

- 4. Sample traceability report** - Provide a sample traceability report. You can use existing reports or create a new one that reflects the procurement tracking requirements in Appendix A. This report should include a sample usage report that designates county of origin (if in California) and state and country (if outside of California). Proposals should take into consideration Buy American Section XIII.
- 5. References** - At least (3) three references from school districts or institutions that are past or present customers to be used to determine ability to meet required service levels.

AWARD CRITERIA

The purpose of this is to award to a vendor for efficiency in ordering and delivery. Award may be made to one or more vendors, whichever is deemed to be in the best interest of KCSOS. Awards will be based on ability to meet **VENDOR CRITERIA** and the awarded point systems (outlined below). Notwithstanding, KCSOS reserves the right to award as deemed necessary and in the best interest of KCSOS.

Awards will be for blanket open order contracts. Products will be ordered, as needed for delivery to KCSOS sites, throughout the year. The estimated date of Proposal award is May 1, 2025. Awards will be based upon lowest price, quality, past performance, delivery time, warranties, and vendor cooperation in resolving accounting problems. KCSOS reserves the right to award item by item or lump sum. Award shall be made to the responsive and responsible Proposers who are most economical for the purpose intended according to the specifications and requirements of the RFP, but with the lowest cost/price as the primary factor.

KCSOS reserves the right to reject any or all RFPs and to waive any informality in RFPs received whenever such rejections or waiver is in the interest of KCSOS.

PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria to determine if the submitting Proposer is Responsible & Responsive and will be moved onto the Price Evaluation Process. If all items listed on the Vendor Checklist are not submitted completely, then the RFP will be deemed not Responsible & Responsive.

Proposals will be evaluated against the evaluation criteria shown below by KCSOS. Each proposal will be scored on a scale of 1 to 100 points, and require a Score of 70 to be deemed Responsible & Responsive.

1. Customer Service & References (35 possible points)

Proposer's should demonstrate their ability to promptly respond to requests for information, to resolve complaints and issues, and to provide timely and accurate delivery. Proposer's customer service staff should be easily accessible for inquiries or issues. Proposals should be able to provide marketing strategies to assist KCSOS in promoting school meal programs.

2. Experience and Competence (35 possible points)

Proposer should be able to provide state-of-the-art technology in order to provide services including data collection, customized reports, trend analysis, information sharing, real time reporting, and complete traceability of products. Proposals should demonstrate substantial and recent experience in providing the products to California public schools. Proposer's should provide an efficient supply-chain management system to ensure timely and accurate delivery and flexibility to address changes in needs of KCSOS.

3. Sustainability (30 possible points)

Proposer should have an integrated operation including evidence that the proposing firm will continue to operate successfully throughout the term of any Agreement it accepts. Proposer's should have a robust level of financial capability sufficient to handle Agreements as large as any Perishable Agreement is likely to be and on a multi-year basis. Proposer's should show evidence of an integrated system to ensure food-safety and social responsibility, for example, to provide economic opportunity for KCSOS residents and businesses and stimulate economic development in the local area.

RFP PRICING SECTION

Proposals, RFP Pricing will be evaluated and points added to the above score, only considering vendors that are deemed Responsible & Responsive. Scale of 1 to 60 points

1. Pricing Worksheet (40 possible points)

Vendors should complete the proposal worksheet thoroughly and, in a manner, to ensure transparency of the elements of the cost structure so that it can be easily understood, explained, and audited. Proposers should submit an electronic Excel compatible version of the RFP Pricing Worksheets, on Flash Drive.

2. Submitted Pricing for Items on the Pricing Worksheet (10 possible points)

Vendors that provide pricing for all items on the Pricing Worksheet.

3. Submitted Pricing for Exact Items Listed on the Pricing Worksheet (10 possible points)

Vendors that provide pricing for all items exactly listed on the Pricing Worksheet if Manufacture and/or Brand is listed as part of the description.

RFP PROTEST (2 cfr, section 200.318[k])

KCSOS is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve KCSOS of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

All solicitations over the Simplified Acquisition Threshold must include RFP protest language. KCSOS accepts a prospective Proposer's protest to a RFP award if the protesting party believes the award is not in compliance with the law, does not follow RFP procedures, or does not meet RFP specifications. A protest must be filed with the KCSOS designated point of contact for that RFP. Such protests must be made in writing and received by the Kern County Superintendent of Schools, Food & Nutrition Services department within five working days of the RFP award date and shall include all documents supporting or justifying the protest. The protesting party must mail or deliver copies of the protest to the Kern County Superintendent of Schools Food & Nutrition Services department. A proposer's failure to file the protest documents in a timely manner shall constitute a waiver of their right to protest the award of the Agreement.

PROPOSAL PROTESTS PROCEDURES

Any Proposer may file a bid protest. The protest shall be filed in writing with Rafael Juarez, Director of Food & Nutrition Services, not more than five (5) business days after the Intent to Award date. An e-mail address shall be provided and by filing the protest, protesting Proposer consents to receipt of email notices for purposes of the protest and protest related questions.

The protest shall specify the reasons and facts upon which the protest is based. Once the bid protest is received, the awarded Proposer will be notified of the protest and the evidence presented. If appropriate, the awarded Proposer will be given an opportunity to rebut the evidence and present evidence that the awarded Proposer should be allowed to perform the Work. If deemed appropriate by KCSOS, an informal hearing will be held. KCSOS will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond KCSOS reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

APPENDICES

APPENDIX A - General Service Requirements:

The vendor who is awarded this Agreement will meet or exceed the following minimum requirements:

- 1 Vendors must have one complete “buying guide” on the first day of the Agreement Term, with product name, product code, pack size and pricing, on an excel sheet format, for KCSOS to reference or use when placing orders. The complete “buying guide” must list all awarded items to the vendor across all Itemized RFP Sheets.
- 2 Provide source identification on ordering sheets and usage reports. Products should be labeled designating location of origin. For the purposes of fresh produce, products should be labeled designating county of origin, the county of origin should be noted of the location where the produce is grown, not the address of a packinghouse or aggregation point. In addition to listing the country of origin, preference will be given to any vendor who can provide the cities and/or farm name(s).
- 3 If deviating from standard orders, alternate pack sizes may be accepted when pack size specified is not available. If proposing an alternate or "generic" item, please quote, provide product formulation statements and specification sheets in addition to the brand requested. In any case, KCSOS will be the sole judge as to whether the products are, in fact, equal to the specifications set forth herein and whether such deviations are acceptable to KCSOS.
- 4 Communication: The vendor should demonstrate a commitment to customer service. This includes timely deliveries to multiple school sites; leaving product only in designated areas; responsiveness to communication; and, same day resolution if deliveries are shorted or of unacceptable quality.
- 5 Quantities per delivery: Please give minimum quantities per delivery drop. All minimums must be listed, if not listed, no minimum will be considered. Minimums may be expressed in the terms of number of cases of combined items, minimum weight per drop, or minimum dollar value per drop.
- 6 If additional flavors are available, please list on the “Line Item Variety” sheet included in the workbook with Itemized RFP Sheets.
- 7 If the item is a Special Order indicate that in the Notes column.
- 8 The successful vendor shall take all necessary precautions as to not damage KCSOS premises or property when delivering food items. In case of damage, the vendor shall make proper restitution.
- 9 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.
- 10 Frozen foods must be delivered in a vehicle that has a freezer and received in a frozen state. All goods must be delivered in good condition.
- 11 Product shelf life and Condition of Items: Stocks shall be fresh and sound, prepared in properly equipped plants under modern sanitary conditions in accordance with the best commercial practice, and free from decay, discolorations or foreign matter. Containers are to

be sound, clean, sturdy, and sealed. Opened or damaged packages will not be accepted. All refrigerated foods are to maintain a temperature of 40 degrees Fahrenheit or below, but not to go below 32 degrees Fahrenheit cold holding, ALL food items must have 70% remaining shelf life to be counted from delivery date. All frozen foods are to be delivered hard frozen at 0 degrees Fahrenheit or below. Partially thawed goods will be rejected. KCSOS will not refreeze partially thawed deliveries. Packages are to have uniform identification codes stamped on the sides or ends. Brand, item, production code, and count are to be clearly identified on master cases and boxes within master cases. Freshness dating shall be legible on each individual item and each individual case. Any items received with a shelf life of less than indicated will be refused or returned at the Proposer's expense.

- 12 The nutritional analysis and CN or manufacturer's documentation (as applicable) that verifies the product's contribution to the School Breakfast and/or Lunch pattern is required for each awarded line item and must be available on the first day of the Agreement term.
- 13 The information must contain at minimum the following:

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

NUTRITIONAL INFORMATION AND LABELING

In order to accommodate the computerized menu system utilized by KCSOS, the successful vendor shall be required to provide a complete nutrient analysis of some products, as requested by KCSOS. The nutrient information may be obtained from an independent laboratory.

The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg).

- 14 All processed foods shall not contain any artificial trans-fat.

- 15 All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients, which contain protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.
- 16 Vendors shall notify KCSOS whenever there is a product/ingredient change in any item provided to the KCSOS. If any product changes occur, new ingredient statements and nutritional information shall be provided to KCSOS Food & Nutrition Services Department prior to the next delivery of affected product.
- 17 KCSOS reserves the right to request samples and microbiologically examine those samples of foods supplied by the successful vendor. The main production facility must be owned and operated by the successful vendor, and must be under continuous inspection by the U.S. Dept. of Agriculture Food Safety and Quality Service. There will be no exceptions to the requirements for ownership and inspection.
- 18 All deliveries will be Monday through Friday and in accordance with the delivery schedule sites, addresses and times. Deliveries will be at least one to three times per week to each of the schools/sites as further elaborated in Appendix B. Additional deliveries during the week may be requested as needed. Deliveries will be made to the following locations: See Appendix B
- 19 Delivery shall be made to site and on date and time specified. Delivery shall not be deemed to be complete until goods have been actually received and accepted as satisfactory by KCSOS. If a scheduled delivery cannot be executed for any reason, the vendor shall immediately notify KCSOS designated representative. The vendor shall provide KCSOS with the reason for non-delivery. If the reason is accepted, the KCSOS designee shall give the vendor an alternate delivery date, which shall satisfy the needs at the site(s) missed in the delivery process. The vendor shall be required to deliver only quantities for which an order was made by KCSOS prior to delivery.
- 20 Supplies and paper products deliveries will be at least once per week and will be considered a single drop per school/site.
- 21 All products shall arrive palletized (40X48 pallet), in good condition and off loaded by delivery driver to the KCSOS designated area. The vendor shall place all deliveries in a location assigned by person(s) designated by the Ordering Agency. Deliveries will not be accepted at the entrance of the facility.
- 20 Each delivery of goods must be accompanied by a copy of invoice or packing slip. Purchase Order number must appear on all packages, invoices, and packing slips and on all correspondence.
- 21 The parties to the RFP shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by fire, strike, loss or shortage of transportation facilities, lockout, commandeering of materials, products,

- plants or facilities by the government, when satisfactorily established that the non-performance is not due to the fault or neglect of the party performing.
- 22 If, in KCSOS's judgment, the vendor fails to fulfill the obligations under the Agreement, then KCSOS may terminate the Agreement with a thirty (30) days written notice.
 - 23 KCSOS reserves the right to cancel immediately any Agreement for any reason determined by KCSOS to be detrimental to the health and welfare of students and school personnel or that seriously affects the quality of the service and to hold the vendor in default if they have caused such conditions to arise. KCSOS fully reserves the right to cancel the RFP at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.
 - 24 Prior to shipment, KCSOS shall be notified of any backorders.
 - 25 No additional charge for delivery, **fuel surcharge**, drayage, express, parcel post, packing, cartage, insurance license fees, permits, cost of bonds or for any other purpose shall be billed to KCSOS by the vendor. All costs shall be included in the RFP.
 - 26 The vendor must provide a representative to respond to all questions regarding orders and billing. Must have high expertise in product knowledge and purchasing procedures.
 - 27 The successful vendor shall agree to negotiate all price changes it requests and to supply KCSOS with any additional adequate pertinent documentation from the manufacturer or supplier to support any price change requested. All notifications of price adjustments must be made in writing by the successful vendor and received by KCSOS at least thirty (30) days prior to the effective date of the adjustment. KCSOS shall review and analyze all requests for price increases, based upon market conditions, and shall determine whether or not the requested price increase is justified. Vendors should note that no price changes can be effective until the request for the price change, with supporting documentation has been accepted by KCSOS. The decision of KCSOS will be final.
 - 28 Should there be, at any time during the period of deliveries under the Agreement, a decrease in the prices of the food/commodities herein provided for, a corresponding decrease will be made in the prices on the balance of the deliveries so long as the lower prices are in effect and the successful vendor shall notify KCSOS by letter in the event of any such decline in prices.
 - 29 In case any litigation is commenced with respect to the Agreement, the prevailing party shall be entitled to recover from the other party, in addition to amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorney's fees, incurred by the prevailing party in such litigation, all to be taxed as costs and included in any judgment rendered.
 - 30 In case of Agreement default by the successful vendor, KCSOS may procure the articles or services from other sources and may deduct the excess costs from any unpaid balance due to

the vendor. Liquidated damages shall be based on the following: (1) actual cost to KCSOS above price proposal, and (2) actual cost of labor and materials to KCSOS resulting from changing the award from one vendor to another.

31 KCSOS reserves the right to add or delete schools/sites.

APPENDIX A - Acknowledgement of General Service Requirements:

I have read, acknowledge, and agree to the General Service Requirements above and am confident that these requirements can be met by my company if awarded the Agreement.

Signature _____ Date _____

APPENDIX B - Delivery Locations

School/Site Name:	Delivery Location (School/Location name street address, City, Zip)	Contact Person & Phone number	Number of Deliveries Preferred per Week	Will Only Require Deliveries resulting from awarded RFP # 2526 - 002 "Dairy Products"	Delivery Times
General Shafter Elementary Kitchen	1825 Shafter Rd, Bakersfield, CA 93313	Daisy Ochoa (661) 837-1931 ext.103	1	Yes	7:00am - 1:00pm
DiGiorgio Elementary Kitchen	19405 Buena Vista Blvd, Arvin, CA 93203	Denice Gonzalez (661) 340-2830	1	Yes	7:00am - 1:00pm
Warehouse	KCSOS Warehouse 705 South Union Ave. Bakersfield, CA 93307	Rafael Juarez 661- 852-5930	1 - 3	No: All RFPs	6:00 - 2:00pm
Richardson CDC Kitchen	Richardson CDC 1515 Feliz Drive Bakersfield, CA 93307	Rafael Juarez 661- 852-5930	1	Yes	6:00 - 2:00pm

CONTACT INFORMATION: Please utilize the following contact information for the purposes of administration of this Proposal and resulting Agreement.

Kern County Superintendent of Schools, Food & Nutrition Services Department
 1300 17th Street, Bakersfield CA 93301
 Rafael Juarez, Director of Food & Nutrition Services
rajuarez@kern.org
 661-852-5930

APPENDIX C - Product shelf life

ALL food items must have 70% remaining shelf life to be counted from delivery date. All frozen foods are to be delivered hard frozen at 0 degrees Fahrenheit or below. Partially thawed goods will be rejected. KCSOS will not refreeze partially thawed deliveries. Packages are to have uniform identification codes stamped on the sides or ends. Brand, item, production code, and count are to be clearly identified on master cases and boxes within master cases. Freshness dating shall be legible on each individual item and each individual case. Any items received with a shelf life of less than indicated will be refused or returned at the Proposer's expense.

APPENDIX D - Itemized RFP Sheets: Linked

RFP #KCSOS 2526 - 001 - Purchase of Whole and Precut Produce

Link:

https://docs.google.com/spreadsheets/d/1ZZ6d_V_EzXzw-s0cxmq_iEaCjRXd3Evf/edit?usp=sharing&ouid=111173688708199649082&rtpof=true&sd=true

RFP #KCSOS 2526 - 002 - Purchase of Dairy Products

Link:

https://docs.google.com/spreadsheets/d/1YGxt0DxtgtyyRB1ZwXnBK_peT030Kf8tbECFPhcKXeM/edit?usp=sharing

RFP #KCSOS 2526 - 003 - Purchase of Commercial Food

Link:

<https://docs.google.com/spreadsheets/d/1veT-ljdKWtJhHHfChKWDR1pk2JLQekEvleHwggZjd50/edit?usp=sharing>

RFP #KCSOS 2526 - 004 - Purchase of Commodity Foods

Link:

<https://docs.google.com/spreadsheets/d/1RfJ3s25zTrXBCTngLli2dJ49oPbQA5r-6iWP20JdPsY/eM/edit?usp=sharing>

#KCSOS 2526 - 005 - Purchase of Supplies, Paper Goods, and Chemical Products

Link:

<https://docs.google.com/spreadsheets/d/116gJX261jx25bJPDElBiOcgOJr4-y-l0rQ148uQWLsM/eM/edit?usp=sharing>

APPENDIX E – Distributor Questionnaire

Please complete this questionnaire and submit with your proposal. Attach additional sheets if needed.

(Evaluation criteria: A = Cost, B = Customer Service & References, C = Experience & Competence, D = Sustainability)

1. Using a landed cost of \$20.00 per case, please fully explain your procedure for calculating the price to the District(s). Indicate what the invoice price to the District(s) would be for this item. **Note: Landed Cost is defined as invoice cost from the manufacturer plus freight if freight is not included with invoice cost.** (A)
2. Will you be able to meet the specified delivery days and hours? If not, attach a proposed delivery schedule for each school/site. (B)
3. What is the lead time you require for orders that ensures a 99.5% fill rate? Can the District(s) order on-line? (B)
4. How will emergency deliveries (deliveries not on a scheduled date) be handled? (B)
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? (B)
6. What is your procedure for notifying the customer of shortages and/or substitutes? (B)
7. What is your company's "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution? (B)
8. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports? (C)
9. What is the current makeup of your delivery vehicle fleet? How do you handle Refrigerated, Frozen, Dry deliveries to the same site? Please describe the care of your vehicle in regards to Sanitation and Cleanliness? (C)
10. How do you handle deliveries that have a loading dock? How do you handle deliveries that do not have a loading dock? (C)
11. Describe your commodity tracking abilities in detail. (C)
12. How do you handle value pass thru commodity costs? (C)
13. Does your company assist school district(s) if a freezer goes down and the district(s) ask for assistance? (C)

14. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? For example, in regards to Milk, does your driver assist in the rotating and putting away of products? (B)
15. If a district wanted to try a new product what criteria would they have to meet to be able to bring that product in on a regular basis (stocked)? (c)
16. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability? (D)
17. Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 18 months? If so, explain. (D)
18. Has your firm provided economic opportunity for the Kern County residents and business? If so, explain. (D)

Title _____ Name (Printed) _____

Phone#: _____ Signature _____

Fax#: _____ E-Mail address _____

APPLICABLE “BUY AMERICAN” PROVISIONS

Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the “Buy American” provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

- Utilizing the Buy American definition in 7 CFR 210.21(d) in all food product specification, invitations for bids (IFBs), and request for proposals (RFP’s) for food products, Agreements, purchase orders and other products documents issued;
- Require a certification of domestic origin for products which do not have country of origin labels; and
- Including the following language: “The District/State agency/Territory participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A ‘domestic commodity or product’ is defined as on that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).”

Additionally, SFA’s are required by 2 CFR 200.318(b) to monitor Proposer performance to ensure compliance with all contractual requirements. This includes compliance with the Buy American provision.

For example, Program operators may require vendors to provide a certification of domestic origin for all food products listed in all procurement documentation, from a bid or proposal to receipts and invoices. Program operators may deem a proposal or response unresponsive and ineligible for Agreement award for noncompliance with the terms and conditions of Agreement award if such certification are solicited for, but not included. Further the program operator may establish penalties including Agreement termination, if vendor fails to comply with the Buy American provision and no documentation of any exception exists.

Requirement to Retain Records Documenting Any Exceptions to the Buy American provision:

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 10 business day(s) in advance of delivery. The request must include the:

1. Alternative substitute(s) that are domestic and meet the required specification: -
 - Price of the domestic food alternative substitute(s); and
 - Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

2. Reason for Exception: limited/lack of availability or price (include price):

- Price of the domestic food product; and
- Price of the non-domestic product that meets the required specification of the domestic products.

SFA's may document exceptions by maintaining record of communications between them and their food supplier; this may include emails, documentation of telephone communications, etc. The documentation must be maintained for review by the State agency during procurement review of local agency procurement practices. Sample Language Proposers Can Use to Document Their Compliance with the Buy American provision:

“We certify that _ (product name) _ was processed in the U.S. and contains over 51% of the agricultural food component, by weight or volume, from the U.S.; with space for the supplier to fill in the name of the product and its specific percentage of the domestic agricultural food component contained therein.

Documentation by the vendor outlining the price of both domestic and nondomestic commodities or products or lack of availability to justify the exception the dates that the: (1) vendor informed the KCSOS of the nondomestic commodity or product, (2) KCSOS agreed to accept this food item in advance of delivery, and (3) commodity or product was received by the KCSOS.

APPLICABLE “BUY AMERICAN” PROVISIONS AND DOCUMENTATION

Awarded Distributor(s) are required to provide Buy American Certifications or Attestation documentation for each item on the Product Quotation Sheet attesting that the food products are either 100% domestic commodities or a food product containing over 51% domestic food components, by weight or volume. Distributor(s) have 30 days from proposal award, to provide all documentation. Documents may be submitted electronically or in a web based format.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 ([PL 105-336](#)) added a provision, Section 12(n) to the National School Lunch Act (NSLA) ([42 USC 1760\(n\)](#)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodities or products.

Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. Report language accompanying the legislation noted that “substantially means over 51% from American products.” Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA.

Senate Bill 490 - This law is effective January 1, 2024 through January 1, 2029, and applies to local educational agencies (LEAs) who operate the School Nutrition Programs and receive more

than \$1,000,000 in annual federal meal reimbursement (which includes the National School Lunch Program, School Breakfast Program, and After School Snack Program).

If an LEA receives over \$1,000,000 in annual federal meal reimbursement, they must specify in their solicitation for bids and contracts that they will only purchase agricultural food products grown, packed, or processed domestically unless any of the following applies:

- (1) The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
- (2) The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non-domestically.
- (3) The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the public institution.

An “Agricultural food product” means a fresh or processed product, including fruits, nuts, vegetables, herbs, mushrooms, dairy, shell eggs, honey, grains, livestock meats, poultry meats, and fish, including shellfish.

Assembly Bill 778 - This law amends California Food and Agriculture Code (FAC), Section 58595(a) by removing that school districts must accept the bid or price of a California grown agriculture product if the price does not exceed more than 5 percent of the lowest bid or an agricultural product produced outside of the state. In addition, this law adds LEAs to FAC, Section 58595(c), which requires LEAs to accept a bid or price for that agricultural *food* product when it is grown in California before accepting a bid or price for *a domestic agricultural food* product that is grown outside the state, when both of the following are met:

- (1) The bid or price of the California-grown agricultural *food* product does not exceed the lowest bid or price for *a domestic agricultural food* product produced outside the state.
- (2) The quality of the California-grown agricultural *food* product is comparable to that *domestic agricultural food product* produced outside the state

If the agricultural food component’s packaging does not identify its origin at all, or in the case of processed foods that its agricultural food components are 51 percent domestic by weight or volume, the Districts may be out of compliance if an exception for nondomestic agricultural commodities was not first approved and documented by the District(s).

Therefore, Distributors offering product and/or products ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased.

Prior to accepting foods, the Purchasing Group will ensure that an alternative domestic food component, or an exception to purchase nondomestic foods, has been approved for delivery with back up documentation as to why an approved nondomestic food item was delivered. All Distributors must be able to certify the domestic percentage of the agricultural food component of commodities and products.

Buy American Certification

By the requirements of the Richard B. Russell National School Lunch Act's (NSLA) Buy American provision that school food authorities (SFA's) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFA's to purchase domestically grown and processed foods, to the maximum extent practicable. Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United States substantially (greater than 51%) using agricultural commodities that are produced in the United States. There are two situations, which may warrant a waiver to permit purchases of foreign food products: 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive Proposals reveal the costs of a U.S. product is significantly higher than the foreign product.

If the Distributor offers a non-domestic product, the Distributor must list the product below. Products are subject to review by KCSO and decision on approval of foreign substitutions will be made by KCSOS.

Signature of Proposers

Date

Print Name of Proposers

Name of Proposers Firm

If KCSOS has agreed to purchase a non-domestic product, justification documentation will be kept on file by KCSOS.

Product Description	Country of Origin	Domestic Price	Non-Domestic Price	Reason for Waiver

Attach additional sheets if necessary

VENDOR'S CHECKLIST

1. This checklist is provided as a convenience to assist vendors in ensuring that a complete RFP package is returned. It is not represented as being comprehensive and compliance therewith does not relieve the vendor of responsibility for compliance with any RFP requirement which may not be mentioned specifically in this checklist. Original documents are required. Fax or email documents will not be accepted under any circumstances.
2. All of the items must be returned to constitute a complete package.

Check	Item to Return	Page(s)
	Vendor's Cover Sheet	Attachment
	Acknowledgement of General Service Requirements	Page
	Itemized RFP Sheet (Hard Copy)	Attachment
	Electronic Copy of Itemized RFP Sheet	Attachment
	Distributor Questionnaire	Page 23 - 24
	Buy American Certification	Page 25 - 29
	Proposal Agreement Form	Page 32 - 33
	Non-Collusion Affidavit	Page 34
	Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion	Page 35 - 36
	Certification for Contracts, Grants, Loans, and Cooperative Agreements	Page 36 - 37
	Disclosure of Lobbying Activities	Page 38 - 39
	Iran Contracting Act	Page 40 - 41
	Equal Opportunity Employment	Page 42
	Drug-free Workplace Certification	Page 43 - 44

3. Proposals will be sealed and clearly marked with the Proposal(s) Name and Number(s) and received up to, but no later than 1:00 PM, Monday (April 14, 2025) on the clock designated by KCSOS as the Proposal clock.

4. Proposals must be received at the following address by the Proposal due date and time:

Kern County Superintendent of Schools
Food & Nutrition Services Department
1300 17th Street
Bakersfield CA. 93301

5. Proposals will be opened at the above stated time and place; however, no commitment will be made at that time until all proposals are evaluated for pricing, specifications and other pertinent information. Any nonconforming or incomplete proposals may be rejected. Proposers must comply with the instructions contained in the proposal package. It shall be the full responsibility of all Proposers to ensure that proposals are delivered to the above office by the time and date stated. Facsimile (fax) or email copies of the proposal will not be accepted. KCSOS will not be responsible for late deliveries by U.S. mail or any other means.
6. Copies of the RFP may be obtained from Kern County Superintendent of Schools website at <https://kern.org/food-nutrition-services/> at the address above, or by calling 661-852-5930.
7. Any Proposer, by written request, may withdraw their Proposal at any time prior to the scheduled time for opening RFPs.
8. Late RFPs will not be accepted and will be returned to the Proposer unopened.
9. Awards will be for blanket open order Agreements. Product will be ordered, as needed for delivery to schools/sites, throughout the year. The estimated date of Proposal award is May 1, 2025. Awards will be based upon lowest price, quality, past performance, delivery time, warranties, and vendor cooperation in resolving accounting problems. KCSOS reserves the right to award item by item or lump sum. Award shall be made to the responsive and responsible Proposers who are most economical for the purpose intended according to the specifications and requirements of the RFP. KCSOS reserves the right to reject any or all RFP's and to waive any informality in RFP received whenever such rejections or waiver is in the interest of KCSOS.

PROPOSAL AGREEMENT FORM

Company Name	
Proposer's Name	
Proposer's Title	
Street Address	
City/State/Zip Code	
Mailing Address	
City/State/Zip Code	
Phone	
Fax	
Email	
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.
YES NO	Able to provide deliveries to multiple sites? Check or Circle YES or NO

Acknowledgment of Addenda	Receipt of the following addenda issued during the time of proposal is acknowledged and the information therein contained has been considered in the preparation of this proposal. Addendum No. None 1. 2. 3. 4.
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Pursuant to the Request for Proposal and in compliance with the Proposal and Agreement Documents the undersigned hereby proposes and agrees to furnish:

- RFP# KCSOS 2526-001 - Purchase of Whole and Precut Produce
- RFP# KCSOS 2526-002 - Purchase of Dairy Products
- RFP# KCSOS 2526-003 - Purchase of Commercial Food
- RFP# KCSOS 2526-004 - Purchase of Commodity Food
- RFP# KCSOS 2526-005 - Purchase of Supplies, Paper Goods, and Chemical Products

Proposer & submitted Request for Proposal(s)

Name _____ Title _____	RFP# _____ RFP# _____ RFP# _____ RFP# _____ RFP# _____
Signature _____	Date: _____

Kern County Superintendent of Schools

(Copy of fully executed, signed Contract will be sent to Awardee)

Name _____ Title _____

Signature _____ Date: _____

NON-COLLUSION AFFIDAVIT

(I, _____,
(Type or Printed Name) being first duly sworn, deposes

and says that I am the

_____of
(Title)

(Company Name)

the party submitting the foregoing Proposal (“the Proposer”). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Proposal is genuine and not collusive or sham.
3. 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.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit or cost element of the Proposal 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.
5. All statements contained in the Proposal are true.
6. The Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereof, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 20____ at _____
(City, County and State)

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

Signature

Address

Name (printed or typed)

City, County and State

(Area Code) and Telephone Number

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, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, 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.

Company Name	
Name of Authorized Representative	
Title	
Signature/Date	

INSTRUCTIONS FOR CERTIFICATION

- 1 By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. 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 the 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 (13CFR Part 145).
- 5 The prospective lower tier participant agrees by submitting this proposal 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 proposal that it will include the 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 is not dead; it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- 8 Nothing contained in the foregoing shall be construed to require the 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 for Contracts, Grants, Loans, and Cooperative Agreements

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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization _____

Title _____

Signature _____ Date _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 3 I U.S.C. 1352 (See reverse_ for_) public burden disclosure}

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; 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, 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 this 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

IRAN CONTRACTING ACT (Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either:

a) certify it 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 is 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; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at: Department of General Services Procurement Division Iran Contracting Act List (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>)

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 bid 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.

Vendor Name/Financial Institution (Printed)	Federal ID Number (or n/a)
By (Authorize Signature)	

Printed Name and Title of Person Signing	
Date Executed	II Executed in

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 bid 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.

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

EQUAL OPPORTUNITY EMPLOYMENT

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: _____

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee

engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

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

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

DATE: _____

CONTRACTOR

By: _____

Signature

NON-DISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a [Form AD3027, USDA Program Discrimination Complaint Form](#) (PDF), from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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: 833-256-1665 or 202-690-7442; or
3. email: program.intake@usda.gov

This institution is an equal opportunity provider.