

# Lancaster School District



## REQUEST FOR PROPOSAL # LSD-CN-2026-01 PROCESSED USDA FOODS & COMMERCIAL FOOD PRODUCTS

Lancaster School District  
44711 N Cedar Ave  
Lancaster, California  
93534

Los Angeles County

Contact: Deby Candelaria  
Director of Child Nutrition  
661-948-4661 ext. 50140  
candelariad@lancsd.org

Proposals Due: Wednesday, May 05, 2026 at 2:00 p.m.

Publication Dates:  
March 31, 2026  
April 07, 2026

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## **NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that sealed Request for Proposals will be received on behalf of Lancaster School District, hereinafter referred to as “District”, for the Request for Proposal # CN-2026-01 for the procurement of the following:

### **DISTRIBUTION OF PROCESSED USDA FOODS AND COMMERCIAL FOOD PRODUCTS**

Sealed proposals must be delivered to the Child Nutrition Office at Lancaster School District, 44711 N Cedar Ave, Lancaster, CA 93534 no later than **2:00 p.m. on Tuesday, May 05, 2026**.

**For the proposal to be considered valid, the Request for Proposal shall be sealed and marked DISTRIBUTION OF PROCESSED USDA FOODS & COMMERCIAL FOOD PRODUCTS RFP #LSD-CN-2026-01.** No proposal will be accepted after the noted day and time and will be returned unopened to the Proposer.

The District is not responsible for proposals sent via U.S. Mail, UPS, Federal Express, or by any other delivery service. It is the vendor’s responsibility to ensure that their proposal is delivered to the District Office. Each Proposal must conform and be responsive to the contract documents.

The District reserves the right to reject any or all proposals, to waive any discrepancy or technicality, and to award the contract for goods and services. The award of contract will be to the qualified firm who best complies with all the requirements set forth in the proposal documents and whose proposal, in the opinion of the District while complying with all legal requirements, is in the best interest of the District. A contract will be awarded to the responsive and responsible proposer(s), where price is the primary consideration, but not the only determining factor.

All questions regarding proposal preparation, documents, discrepancies, omissions, the selection process, specifications and interpretations of the terms and conditions must be submitted via email to [candelariad@lancsd.org](mailto:candelariad@lancsd.org) with the subject title: **RFP #LSD-CN-2026-01 CLARIFICATION** no later than April 21, 2026, 1:00 p.m.

**To obtain a Request for Proposals package, visit the Child Nutrition web page at [lancasterchildnutrition.com](http://lancasterchildnutrition.com) or contact Deby Candelaria, Director of Child Nutrition, at 661-948-4661 ext. 50140**

## REQUEST FOR PROPOSALS SIGNATURE PAGE

This Request for Proposal (RFP) is for the distribution of Processed USDA Foods & Commercial Food Products for Lancaster School District.

Before submitting a proposal, please thoroughly acquaint yourself with the project. Proposals must be submitted in sealed envelopes bearing on the outside **DISTRIBUTION OF PROCESSED USDA FOODS & COMMERCIAL FOOD PRODUCTS RFP #LSD-CN-2026-01**, according to the RFP Instructions. Proposals must reach the Lancaster School District Office at the aforementioned time and location. Follow the Required Proposal Documents Checklist to assist with ensuring a complete proposal package.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted. Completion and submission of this entire page is required to be considered for award.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## PROJECT SCHEDULE

All events are held at the Lancaster School District Child Nutrition Office located at  
44711 N Cedar Ave, Lancaster, CA 93536

No public opening

<b>Event</b>	<b>Date</b>
Issue Date	March 31, 2026
Clarification Deadline	April 21, 2026 at 1:00 p.m. (PST)
Proposal Due	May 05, 2026 at 2:00 p.m. (PST)
Intent to Award	May 19, 2026
Protest Deadline	May 22, 2026 at 2:00 p.m. (PST)
Submit for Board of Directors Approval Award of Contract	June 02, 2026
Date of Contract Execution	July 01, 2026

Contact: Deby Candelaria  
Director of Child Nutrition  
Lancaster School District  
44711 N Cedar Ave.  
Lancaster, CA 93534  
candelariad@lancsd.org  
661-948-4661 ext. 50140

## **CONDITIONS AND INSTRUCTIONS FOR SUBMITTING PROPOSALS**

### **PURPOSE OF THIS RFP**

Lancaster School District is seeking proposals from qualified vendors to procure and deliver food products to the district warehouse located at 44711 N Cedar Ave, Lancaster, CA 93534.

### **Two categories of Product Quotation Sheets are included in this RFP:**

1. A sheet for the pricing and distribution of end products using USDA Foods and a commercial equivalent
2. A sheet for the pricing and distribution of Commercial Food Products

These sheets will be scored separately and independently of each other and the outcome of this RFP could result in more than one (1) awarded vendor.

The District reserves the right to award parts of this RFP to one or more Proposers. Therefore, Proposers shall indicate whether the proposal is “all or nothing.” In the event that an awarded vendor is unable to fulfill the contract requirements thus resulting in a cancellation of the original contract between an awarded vendor and the District, the secondary or backup vendor may enter into a contract with the District upon mutual agreement without submitting another proposal. Proposals made in this RFP by the secondary or backup vendor shall stay effective until the end of the contract term. The District will act as the sole judge on whether the contract requirements are met to the District’s satisfaction.

In the event that the awarded commercial vendor is unable or unwilling to provide any product(s) on our quotation sheets or additional added items for delivery, the District reserves the right to purchase those products(s) from the awarded processed USDA foods vendor or the secondary or backup vendor at their product quotation sheet pricing for the duration of the contract and any renewals. This RFP defines the program, the products, and the services that are being sought from the vendor(s) and generally outlines the program requirements.

Processed USDA food awards will be for blanket open order contracts. Product will be ordered, as needed, for delivery to the District throughout the contract term and any contract renewals. The District reserves the right to award items by line or lump sum to all or to individual USDA foods processors based on ability to meet District criteria. Notwithstanding, the District reserves the right to award as deemed necessary and in the best interest of the District.

End products must be obtained from a processor that has a processing agreement with the State Distributing Agency and multi-state processors must have a National Processing Agreement with FNS. Only end products with approved end product data schedules, and that meet substitution and grading requirements in 7 CFR 250.30, may be provided.

### **SCOPE OF SERVICES**

This is a proposal request for the school year July 1, 2026 to June 30, 2027. The selected vendor(s) will collaborate with the District over the term of the contract resulting from this RFP. The scope of work involves the distribution of USDA Foods and Commercial Food products as further described in the Product Quotation Sheet.

## **LIMITATIONS**

The District shall not be obligated to accept the lowest priced proposal, but will be evaluating proposals with the intent of awarding to the most responsive and responsible party or parties, where price is the primary consideration, but not the only determining factor. The District may consider the performance of the Proposers with respect to any recent contracts with other school districts. The District, however, reserves the right to reject any one or all proposals, to waive any informality in the proposals, to judge the merit and qualification of the goods offered, and to accept whatever proposal is deemed to be the responsive and responsible proposer with the highest total score based on the criteria set forth in this solicitation and is in the best interest of the District. This RFP is not an offer by the District to contract with any party responding to this RFP. The District makes no guarantee that participation in the RFP process will lead to an award of contract. The District shall, in no event, be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the service contract(s), if at all, is at the sole discretion of the District.

## **RESTRICTIONS ON LOBBYING AND CONTACT**

From the period beginning with the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this RFP, the evaluation or selection process and/or the award of the contract with any member of the District, Board of Trustees, or selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.

## **INSTRUCTIONS FOR SUBMITTING PROPOSALS**

Proposers shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. It is the sole responsibility of the vendor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened.

- 1. Proposal Format and Required Information:** Vendors responding to this RFP must follow the format in the section of Required Proposal Documents. Proposals should be properly and legibly filled out in ink or typewritten, include responses to all questions, and are to be verified before submission, as they cannot be corrected after proposals are opened.
  - a. Each proposal must have an original signature in ink of only one (1) responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Failure to sign properly may result in rejection of the proposal. Obligations assumed by such signature must be fulfilled.
  - b. Corrections made of entries on the proposal must be initialed in ink by the same person who signs the form for the vendor. No corrections can be made after the time stated for receiving quotations.
  - c. Proposals are to be verified before submission, as they cannot be corrected after proposals are opened. All proposals shall be submitted in sealed envelopes bearing on the outside **DISTRIBUTION OF PROCESSED USDA FOODS &**

**COMMERCIAL FOOD PRODUCTS RFP #LSD-CN-2026-01.** It is the sole responsibility of the vendor to see that the proposal is received in proper time.

- d. Vendors shall fully answer each question on the Product Quotation Sheet and Vendor Questionnaire of this request for proposal. A proposal shall be deemed non-responsive if a vendor fails to answer every question on the above-mentioned documents.
  - e. Vendors must submit a digital copy of the completed Excel Product Quotation spreadsheet on a USB Flash Drive in .xlsx format. This USB Flash Drive must be submitted with your RFP documents. Physical copies of the Excel Product Quotation sheet are also required.
- 2. Withdrawal of Proposals:** A vendor may withdraw a proposal by letter or in person prior to the submission deadline. Proposals may not be withdrawn after May 05, 2026 at 2:00 p.m.
- 3. Award:** This RFP may be awarded to multiple vendors. The District reserves the right to reject any and all proposals without explanation or recourse. The District further reserves the right to contract the work with whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or non- substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:
- a. After the opening of the proposal envelopes and at a time of their choosing, the District will score the proposals based on the evaluation criteria to determine vendors that are deemed Responsible & Responsive according to the Evaluation Criteria Section.
  - b. The District may investigate the qualifications of any bidder/proposer under consideration, require confirmation of information furnished by a bidder/proposer, and require additional information and/or evidence of qualifications to perform the services described in the RFP. The District shall have the right to inspect the production or distribution facility or facilities and equipment to be utilized.
  - c. The District will be the sole judge of merit and not necessarily accept the lowest price offered. Vendors that are deemed Responsible & Responsive will be the only vendors that will then be evaluated on a best value point system.
  - d. The District will issue an Intent to Award letter to the successful Proposer(s). The award will be formally made by the Lancaster School District Board of Directors.
- 4. Protest by Proposers:** A Proposer may protest a proposal award if they believe that the award is inconsistent with Lancaster School District's Board Policy, the proposal's specifications, or is not in compliance with law. A protest must be filed in writing with the Lancaster School District by the protest deadline. The Proposer shall submit all documents supporting or justifying the protest. A Proposer's failure to file the protest documents in a timely manner shall constitute a waiver of right to protest the award of the contract. The Board President or designee shall review the documents submitted with the Proposer's claims and render a decision in writing within 30 working days. The Board President or designee may also convene a meeting with the Proposer in order to attempt

to resolve the problem. The Proposer may appeal the Board President or designee's decision to the Board. The Board President or designee shall provide reasonable notice to the Proposer of the time for Board consideration of the protest. The Board's decision shall be final.

5. **Execution of Contract:** The signed contract forms submitted by the proposing vendor become fully executable after the award of the RFP. In the event the vendor to whom an award is made fails or refuses to execute the contract within the period provided in this section, the District may work with the secondary or backup vendor, or may reject all proposals and may issue a new Request for Proposal.

## **CONTRACT AGREEMENT**

### **TERM OF AGREEMENT**

The term of this agreement will be from July 01, 2026 through June 30, 2027.

### **CONTRACT RENEWALS**

This contract is deemed to be a **CONTRACT FOR PRODUCTS AND SERVICES** under the California Education Code Article 3, Section 17596. If mutually agreeable, the District reserves the right to renew the contract for two (2) additional twelve (12) month periods not to exceed three (3) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the vendor(s), in writing, thirty (30) days prior to the expiration of the contract. The vendor will have the opportunity to roll pricing for the additional fiscal years. If the vendor elects to increase the price, the District reserves the right to either accept the escalation as competitive with the general market price, negotiate a proposed escalation, or deny the escalation and end the agreement.

### **FAILURE TO PERFORM**

The District, upon thirty (30) day written notice to the Vendor, may terminate this Contract should the vendor fail to perform properly and correct any of its obligations hereunder or any substandard performance that is unacceptable to the District at the sole discretion of the District. In the event of such termination, the Districts may proceed with the work in any reasonable manner it chooses. The cost to the District of completing the vendors performance shall be deducted from any sum due to the vendor under this Contract, without prejudice to the District's rights to recover damages.

The District shall hold the successful vendor liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the successful vendor fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful vendor.

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, the Districts may award the contract to the next lowest responsive Proposer, reject all proposals, call for new proposals or disqualify the proposal. The Districts reserves the right to inspect any Proposer's plant, fleet, and equipment to determine the Proposer's preparedness prior to making an award.

### **PRICING & PRODUCT QUOTATION SHEETS**

The pricing proposed must remain in effect for the term of the contract. Price adjustments shall only be reviewed annually prior to the expiration of each one-year renewal option period. Vendor(s) shall submit a written request for price adjustments at least sixty (60) days prior to the expiration date of the current contract. Price adjustments shall become effective only upon approval by the District and shall remain firm for the entire term of the renewal contract year. The Proposer must insert the unit price for *each item* on the Product Quotation Sheets. The

insertion of more than one unit price for a single item may result in the rejection of the proposal, unless alternate bids are specifically requested.

Proposers shall offer one firm, fixed price for each item offered. Alternate pricing or proposals will be rejected. Proposals stating “will negotiate” or “to be determined” or similarly vague language will be considered as non-responsive and will be subject to rejection of the entire proposal.

Each item must be considered separately and not in combination with other items, unless otherwise specified on the Product Quotation Sheet or other District forms.

Prices must be stated in units specified herein or in accordance with trade standards. In case of error in line item calculations, unit prices will govern. The Districts will not accept oral, telegraphic, or telephone quotations or modifications.

Errors in price computation on the Product Quotation Sheets do not relieve a Proposer from honoring the specified price. Veracity of prices submitted in this proposal is the sole responsibility of the Proposer. The price offered on the Product Quotation Sheets shall be considered as the Proposer's base price to which any subsequent price adjustments shall be made.

The District reserves the right to award parts of the work to one or more Proposers. Therefore, Proposers shall indicate whether the proposal is “all or nothing.”

#### **OFFERS OF ADDITIONAL ITEMS**

This proposal package does not cover all products that will be used during the school year, but does include the products that are most used. Proposers shall attach a separate list of additional products available, with firm prices for the Contract Period. Additional items offered will not be considered when calculating proposal scoring totals. Once a contract is executed, The District shall contact the successful vendor(s) for pricing on new or additional items not to exceed 10% of the contract award to be added at any time during the contract period.

#### **ESTIMATED USAGE QUANTITIES**

The estimated usage quantities indicated on the Product Quotation Sheets are the District's best estimate, as determined from previous annual totals and projected usages, and do not obligate the District to purchase the indicated quantities. The actual quantities required may be substantially more or less than indicated herein. Federal or state meal pattern revisions may result in usage variances.

#### **DISCOUNTS**

Any discounts, including discounts for prompt payment, offered by Proposers must be stated clearly on the proposal so that the Districts can properly calculate the net cost of the proposal. Offers of discounts not delineated on the proposal will not be considered by the District. Prompt payment discounts of less than fifteen (15) days will not be considered. Discounts, when given, will be figured from date of receipt of accurate invoices, provided complete delivery and acceptance of the order has been made. If the delivery date is later than the date of receipt of invoice, then the billing date will coincide with the delivery and acceptance date.

### **F.O.B. DESTINATION PRICING**

Proposers must quote prices “F.O.B. Destination” to the delivery location specified on the District Profile. The District will not pay for containers, drayage, packing, or shipping and handling charges, nor shall the District pay for any fuel surcharges that are not indicated herein. Additionally, all prices offered by Proposers must include on-site unloading. Lancaster School District employees may not enter a trailer or assist with pallet movement within the trailer for any reason at any time. The Lancaster School District warehouse does not have a dock but is accessible to trailers up to 53 feet. Pallets must be brought to the tail of the truck by the driver to be offloaded by Lancaster School District employees with a forklift. If your proposal shows price plus freight it may be rejected as non-responsive to terms and conditions of this proposal package.

### **SPECIFICATIONS AND ACCEPTABLE BRANDS**

The use of the name of a manufacturer or any special brand or make in the Product Quotation Sheet is not intended to restrict Proposers. The Product Quotation Sheets establish the character and minimum quality of the article desired.

Notwithstanding the foregoing, it is expressly understood and agreed that the Proposer is quoting upon the identical item “as specified,” unless the Proposer states in the space provided the brand or make offered as “equal to” the one specified.

In the event that the Proposer desires to provide substitute products, the goods set forth in the proposal must, in all cases, be equal to the item specified. The Proposer must clearly state the brand and product number for the substituted product, and furnish specification sheets, product information, and other pertinent literature regarding the substituted product. The substitution shall be accepted only if determined by the District to be equal or superior in all respects to that specified. Samples shall be submitted by the Proposer and evaluated by the District in accordance upon request.

### **SAMPLES AND PRODUCT EVALUATION**

Within two (2) working days of request by the District, the Proposer shall ship, at no charge to the District, a minimum of one (1) case sample for each item offered and requested for evaluation. Each sample shall be labeled with the proposal number, brand name, and product item number.

Each item offered shall be subject to a product evaluation process conducted by the District. If the District, in its sole discretion, determines that a brand offered by a Proposer as “equal” is not “equal” to the brand and product specified, the Proposer must furnish one of the specified brands at the same price quoted in the original proposal. For products where no brand name was specified, if the product offered is not acceptable to the District, then the Proposer must furnish an acceptable product at the same price quoted in the original proposal. The decision of the District regarding product evaluation shall be final.

### **ORDER CONDITIONS**

The District shall not be obligated to purchase or reimburse the Vendor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

### **PROCESSED USDA FOODS MANAGEMENT SYSTEMS**

Web based USDA Foods management systems, with automated confirmation alerts, is a requirement for Vendors responding to Processed USDA Foods items.

### **PRODUCT QUALITY CONTROL**

The District reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor in default.

All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Vendor's plant is located or by the applicable federal standards, whichever is higher.

Vendor(s) shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, the Vendor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the Los Angeles County or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

**Products received shall not have an expiration date less than 75% of the products shelf-life from the date of delivery.**

Vendor(s) shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. In the event of a product contamination issue, the vendor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with proposal (HACCP Plan, Food Security and Safety Program including Pest Control Policy).

### **INFERIOR PRODUCT**

The Vendor agrees to permit inspection of the delivered items by a representative of the District with the right of rejection of inferior merchandise. The District's decision shall be final. Damaged or substandard products discovered after the time of delivery will be reported to the vendor within 24 hours for credit and immediate pickup and replacement if needed.

### **PACKAGING**

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

### **DELIVERY EXPECTATIONS**

Deliveries shall be made to accommodate the District. The successful vendor will make mutually acceptable delivery time options available for the District. The District reserves the right to make additions to, or deletions from, the specified delivery location to be served at any time

during the period of the contract, and revise delivery times as required. All product shall arrive palletized and accessible for quick off load. Packages shall be constructed as to insure safe transportation to the point of delivery. Cases should be clean; soiled and damaged cases will not be accepted. Only new cartons shall be used for packaging. No previously used cartons shall be used for packaging.

Lancaster School District employees may not enter a trailer or assist with pallet movement within the trailer for any reason at any time. Pallets must be brought to the tail of the truck by the driver to be offloaded by Lancaster School District employees with a forklift. Upon award of Proposal, vendor shall keep sufficient stocks of product and service material to ensure prompt delivery and service schedules. If, at any time, a delivery cannot be made within one (1) hour of scheduled time, the vendor/driver must notify the district designee to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the vendor's expense. Frequent occurrences may result in cancellation of the contract.

All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary, designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures.

Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Ice cream should be received at 8°F or lower. Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 40°F or lower. Additionally, products will be delivered free of infestation including, but not limited to, larvae and rodent droppings.

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

#### **NUTRITION INFORMATION AND LABELING**

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. Awarded Vendor(s) are required to provide complete product information sheets (spec sheets) for all products included in the awarded proposal, indicating pack size, weight per unit, and nutritional analysis. Vendor(s) have 30 days from proposal award, to provide all documentation. Product information sheets may be submitted in electronic format.

To fulfill the nutrition information requirement, awarded Vendor(s) shall submit one of the following for each product or item listed in the proposal:

Child Nutrition ("CN") Label that includes (A) the CN logo; (B) the meal pattern contribution statement; (C) the product identification number assigned by Food and Nutrition Service ("FNS"); (D) the USDA/FNS authorization statement; (E) the month and year of final FNS approval (typically at the end of the authorization statement); and (F) the remaining required label features, such as product name, inspection legend, ingredient

statement, signature/address line, and net weight; or

Product Formulation Statement (PFS), that includes: (A) the product name, code number, and serving size; (B) type, description, and weight of the creditable ingredients; (C) if the product is a meat or meat alternative, supporting documentation that meets the USDA's alternate protein product requirements; (D) information demonstrating how the creditable ingredients contribute toward the meal pattern requirements; (E) correct and verifiable calculations; and printed name, title, and signature of an authorized manufacturer's representative (to certify that the information on the PFS is true and correct).

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, sesame, or soybeans.

The Vendor shall notify the District whenever there is an ingredient change in any item provided. If any product changes occur, new ingredient statements and nutrition labels shall be provided.

#### **SUBSTITUTION AND DISCONTINUED ITEMS**

The District will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case. The District shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the District. When substitutions do occur, the vendor shall adjust ordering quantity to meet original orders and provide nutrition statements and ingredient listings of the replacement product.

In the event an item awarded under this contract is discontinued, the vendor is required to notify the District immediately. Contract items that are discontinued by their manufacturer during the term of the contract may be substituted with a same or similar item only if it equals or exceeds the specifications of the original item.

#### **BUY AMERICAN PROVISION**

The awarded Vendor is 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. Vendors 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** -The District may 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% 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% 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% domestic by weight or volume, the District may be out of compliance if an exception for nondomestic agricultural commodities was not first approved and documented.

Therefore, vendors 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. A list of alternative domestic substitutes for the District to consider for delivery instead of the nondomestic agricultural product must be made available.

Prior to accepting delivery, the vendor 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 vendors must be able to certify the domestic percentage of the agricultural food component of commodities and products.

### **SAFETY DATA SHEETS**

The District requires a Safety Data Sheet to accompany all orders that include products requiring a Safety Data Sheet.

### **ACCOUNTING**

The successful vendor is required to follow all reporting rules and requirements set forth by California Department of Education and the District for all products delivered. Invoices will be furnished including product name and MPC number, quantity, unit size, unit price and if applicable, commodity "net off invoice" billing. An invoice signed by warehouse receiving personnel or designee is required in order for the invoice to be processed for payment.

A legible delivery discrepancy receipt shall be left in the case of a return or shortage. Credits shall be issued in a timely manner. The vendor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the District for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.

The District must be credited for the value of donated foods contained in the end products, either through a discount from the gross case price, or a refund or rebate after the sale of the end product.

Allowable costs will be paid from the nonprofit school food service account to the vendor net off all discounts, rebates and other applicable credits accruing to or received by the vendor or any assignee under the contract. Per - 7 CFR 210.21(f). Velocity and market reports are to be emailed within two (2) business days when requested.

### **RIGHT TO AUDIT**

The vendor shall submit to third party audits and/or inspections initiated by the District during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Vendors must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

### **FORCE MAJEURE**

The Vendor will be excused from performance during the time and to the extent that they are prevented from delivering by "Acts of God" including fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the government. Evidence must be presented to establish that the non-performance is not due to the fault or negligence of the vendor. Force majeure is expected to be a rare and unlikely event. Using force majeure as a justification for price increases may result in contract cancellation unless

caused by the conditions stated above.

### **SAFETY AND SECURITY**

All applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California will be enforced. Vendor representatives driving motor vehicles on District grounds must use extreme caution. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported.

### **RISK OF LOSS**

The selected vendor assumes the following risks:

1. All risks of loss or damage to all goods, work in process, materials, and equipment until the delivery thereof as herein provided;
2. All risks of loss or damage to third persons and their property until delivery of all goods as herein provided;
3. All risks of loss or damage to any property received by the vendor or its suppliers for the account of the District, until such property has been delivered to the District;
4. All risks of loss or damage to any of the goods or part thereof rejected by the District, from the time of shipment to the Vendor until redelivery to the District.

### **HOLD-HARMLESS CLAUSE**

To the fullest extent permitted by law, the vendor agrees to indemnify, defend and hold the District entirely harmless from all liability arising out of:

1. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to vendor's employees or vendor's subcontracted employees arising out of the work under this proposal; and
2. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the vendor, or any person, firm or corporation employed by the vendor, either directly or by independent contract, including all damages due to loss or theft, sustained by and person, firm or corporation including the District, arising out of, or in any way connected with the vendor's work under this proposal, including injury or damage either on or off the District's property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the District.
3. The vendor, at the vendor's own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

### **QUALIFIED PERSONNEL**

Work under this agreement shall be performed only by competent personnel under the supervision of and/or in the employment of the contractor. The contractor will conform to the District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, shall be supervised by the contractor. To the extent that a

contractor staff member's work performance is unsatisfactory, the District reserves the right to request substitution of another staff member that would take this position and perform adequately. Verification of staff members' qualifications should be made available upon request.

### **FINGERPRINTING**

The successful vendor agrees to comply with all provisions of Education Code Section 45125.1. The vendor will conduct a criminal background check and satisfy the fingerprinting requirements of Section 452125.1 for all employees, agents, and representatives that will enter the sites and other District facilities for purposes of providing services covered by this proposal during normal hours. The vendor will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies will have contact with pupils. The vendor will provide the District with a list of all employees providing services pursuant to this RFP.

### **PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted into this contract shall be read and enforced as though it were included herein. If through mistake or otherwise, any such provision is not inserted or is not inserted correctly, then upon application of either party this contract shall forthwith be physically amended to make such insertion or correction.

### **USDA AND STATE COMPLIANT REGULATIONS AND RECALL NOTIFICATION**

All items 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 may be required.

USDA and/or FDA regulations and instructions will supersede and be followed for all recalls. All recall notification and expansion of a recall must be notified to each District within twenty-four (24) hours.

### **ATTORNEYS' FEES**

In the event of any dispute between the District and vendor pertaining to this contract or the services or products provided for hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this contract.

### **PUBLIC RECORDS**

All responses to the proposal will become the property of the District. Once a final award is made,

all proposal responses, except financial and proprietary information, become a matter of public record and shall be regarded by the District as public records. The District shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

If a proposer believes that portions of a proposal constitute trade secrets, confidential, or financial data, then the proposer must so specify by, at a minimum, stamping in bold red letters, the term "CONFIDENTIAL" on that part of the proposal which the proposer believes to be protected from disclosure. The proposer must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proposer believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the proposal is opened. The proposer is hereby notified that the District may consider all or parts of the offer public information under applicable law even though marked confidential.

#### **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.

#### **ENERGY POLICY AND CONSERVATION ACT**

The vendor certifies that they will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat.871).

#### **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

The vendor agrees to comply with all applicable standards, orders, or requirements related to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be reported by the District to the Federal awarding agency and the Regional Office of the Environmental Protection District (EPA). Vendors agree not to utilize a facility listed on the EPA's List of Violating Facilities.

#### **SMALL BUSINESS AND MINORITY, WOMAN, AND DISABLED VETERAN BUSINESS ENTERPRISES**

In an effort to encourage minority, woman, and disabled veteran owned businesses to participate in and submit proposals based upon their capacity to perform and be successful, this criterion will be considered when scoring each proposal. MWDVBE must submit documentation of qualification as outlined in Public Contract Code (PCC) Division 2., Part 1., Chapter 2., Responsive Proposers.

#### **CONFLICT OF INTEREST**

Proposer understands and certifies 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, the proposer certifies that no such current or former Board member or employee will derive any compensation, directly or indirectly, from this agreement. Proposer also hereby certifies that to its knowledge, no current Board member or employee of the District, and no one who has been a Board member or an employee of the District within the last two years, has influenced or sought to influence the awarding of this agreement to the proposer, except as allowed under his/her official duties. The proposer understands that any violation of this section shall make the agreement voidable.

#### **PIGGYBACK CLAUSE**

Public Contract Code Sections 20118 and 20652 permits school districts and community college districts to purchase materials, supplies, and equipment without advertising for proposals by using (or "piggybacking" on) another public District's publicly bid contract. The District is willing to authorize local school districts to piggyback on this contract.

With individual permission from the proposer and for the term of the contract and any mutually-agreed upon extensions thereof, up to ten (10) school districts in Los Angeles County or Kern County may purchase from the proposer the same goods contemplated under the contract at the same price, terms and condition. Up to ten (10) additional parties may be added to this contract.

#### **ADDENDA**

The District may issue an addendum to this proposal package. Any addenda shall form a part of the proposal package including, as applicable, the contract. Proposers are solely responsible for reviewing the District's website to determine whether any addenda have been issued. Under no circumstances will the District be responsible for informing prospective proposers about any addenda beyond posting the applicable documents. In the event that the District issues an addendum less than 72 hours before the proposal deadline, the addendum may state an extension of the proposal deadline.

**CONTRACT AGREEMENT SIGNATURE PAGE**

Successful vendors agree to sign a Contract Agreement with all the same terms and conditions agreed here and listed on supportive documentation for this RFP #LSD-CN-2026-01 and Contract Agreement. The District reserves the right to modify or create their own version of a Contract Agreement, with the same Terms and Conditions agreed here.

**THIS CONTRACT AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between Lancaster School District and \_\_\_\_\_.

**IN WITNESS WHEREOF**, this Contract has been duly executed by the above-named parties, on the day and year first above written,

<p><b>AGENCY:</b></p> <p>Lancaster School District</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Date: _____</p> <p>Address: 44711 N Cedar Ave Lancaster, CA 93534</p> <p>Phone: (661) 948-4661</p>	<p><b>PROVISIONER:</b></p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Date: _____</p> <p>Address: _____ _____</p> <p>Phone Number:</p> <p>Stamp Corporate Seal Below:</p>
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## REQUIRED PROPOSAL DOCUMENTS CHECKLIST

Vendors responding to this RFP must follow the format in the section of Required Proposal Documents. Place a checkmark or “x” next to each item and submit with the proposal package:

1. Request for Proposals Signature Page	pg. 4	
2. Contract Agreement Signature Page	pg. 22	
3. Vendor Questionnaire	pg. 27	
4. W-9 Form	provide your own document	
5. Certification for SB, MBE, WBE, DVBE	provide your own document	
6. Public Liability and Property Insurance	provide your own document	
7. Hazard Analysis Critical Control Point Plan	provide your own document	
8. Food Security and Safety Program	provide your own document	
9. Operation Licenses/Permits	provide your own document	
10. Product Recall Program	provide your own document	
11. Civil Rights and Equal Employment Opportunity Certificate of Compliance	pg. 33	
12. Non-Collusion Declaration	pg. 34	
13. Alcoholic Beverage and Tobacco-Free Campus Policy	pg. 35	
14. Drug-Free Workplace	pg. 36	
15. Certificate Regarding Workers’ Compensation	pg. 37	
16. Department of Justice Employment Clearance	pg. 38	
17. Suspension and Debarment Certification	pg. 39	
18. Certification Regarding Lobbying	pg. 40	
19. Iran Contracting Act Verification Form	pg. 43	
20. Certificate of Independent Price Determination	pg. 45	
21. China Prohibition Certification	pg. 46	
22. Buy American Certification	pg. 47	
23. School District References	pg. 48	
24. Product Quotation Sheet - Hard and a Digital Copy on a USB Flash Drive	provide a hard & digital copy	
25. Required Proposal Documents Checklist	this form	

Completed by: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## REQUIRED PROPOSAL DOCUMENTS

### Submit all of the following documents with your proposal:

1. Request for Proposals Signature Page  
An authorized officer or person shall sign the proposal under the correct firm name.
2. Contract Agreement Signature Page  
All proposers must sign and submit this page. The contract will have no effect until it is signed by both parties after award.
3. Vendor Questionnaire  
Vendor shall be required to respond to each of the questions on the questionnaire completely to be considered, and are encouraged to provide detailed responses.
4. W-9 Form  
Proposer shall provide a complete and current W-9 with this proposal.
5. Small Business and Minority, Woman, And Disabled Veteran Business Enterprises  
Small business, minority, woman, and disabled veteran business enterprises are encouraged to submit a RFP. Qualified Proposers that meet federal requirements shall submit the documentation of qualification and a copy of certification.
6. Public Liability and Property Insurance  
Vendor shall maintain, during the entire term of this contract, adequate insurance to protect itself from claims under Workmen's Compensation Acts and from claims for damages or personal injury, including death and damage to property that may arise from operations under the order. The following outlines the minimum insurance requirements and other required documentation:
  - a. Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate.
  - b. Workers' Compensation Insurance in such amounts as required by law
  - c. Motor vehicle liability insurance - minimum limits of \$250,000 per person and \$500,000 per occurrence for bodily injury liability and \$100,000 for property damage liability is required on each vehicle owned, non-owned, or hired to be used in conjunction with the awarded contract.The selected vendor will be required to provide proof of such insurance, naming the Agency as additionally insured by separate endorsement upon award.
7. Hazard Analysis Critical Control Point (HACCP) Plan  
Vendors on this contract must have a HACCP Program in place for the company. A copy of the vendor's HACCP Plan must be submitted with this proposal.
8. Food Security and Safety Program  
A copy of the vendor's Food Security and Safety Program, including an Integrated Pest Management plan, must be submitted with this proposal.

9. Operation License/Permits  
Copies of all valid and applicable licenses and permits must be submitted with this proposal. Examples of such include sellers permit, health inspections, processed food registration certificate, FDA certificate of registration, etc.
10. Product Recall Program  
A copy of the vendor's Product Recall Program must be submitted with this proposal.
11. Civil Rights and Equal Employment Opportunity Certificate of Compliance  
The successful Proposers shall be required to submit written assurance of compliance with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Executive Order 11246, that there will be no discrimination against any employees or applicants for employment, promotion, and assignment of wages because of race, color, religious creed, sex, national origin or ancestry.
12. Non-Collusion Declaration  
Vendors on this contract are required to submit a Declaration of Non-Collusion with their proposal. This form is included with the proposal package and must be signed under the penalty of perjury and dated.
13. Alcoholic Beverage and Tobacco-Free Campus Policy  
This form must be completed and submitted with this proposal.
14. Drug-Free Workplace  
This form must be completed and submitted with this proposal.
15. Certificate Regarding Workers' Compensation  
This form must be completed and submitted with this proposal.
16. Department of Justice Employment Clearance  
This form must be completed and submitted with this proposal.
17. Suspension and Debarment Certification  
This form must be completed and submitted with this proposal.
18. Certification Regarding Lobbying  
This form must be completed and submitted with this proposal.
19. Iran Contracting Act Verification Form  
This form must be completed and submitted with this proposal.
20. Certificate of Independent Price Determination  
This form must be completed and submitted with this proposal.
21. China Prohibition Certification  
This form must be completed and submitted with this proposal.

22. Buy American Certification Form

This form must be completed and submitted with this proposal.

23. School District References

This form must be completed and submitted with this proposal.

24. Product Quotation Sheet

This form must be completed and submitted with this proposal. Vendors must submit a digital copy of the completed Excel Product Quotation spreadsheet on a USB Flash Drive in .xlsx format. This USB Flash Drive must be submitted with your RFP documents. **Physical/hard copies of the Excel Product Quotation forms are also required.**

25. Required Proposal Form Checklist

A checklist for required proposal forms is included in this RFP on page 23. Complete by checking or initialing the column on the right and submit it with this proposal.

# VENDOR QUESTIONNAIRE

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

## Evaluation Criteria:

<b>A = Cost</b>	<b>B = Service Capability</b>	<b>C = Customer Service &amp; References</b>	<b>D = Experience &amp; Competence</b>	<b>E = Product Availability &amp; Lead Times</b>
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### A = Cost

1. Enter your fixed fee charge per case. Fixed fees are to remain firm for the duration of the Contract and any renewal periods thereto.
  - a. For items the vendor is invoiced by the supplier by case price:  
**Delivery to warehouse \$ \_\_\_\_\_ per case**
  - b. For items the vendor is invoiced by the supplier by per pound price:  
**Delivery to warehouse \$ \_\_\_\_\_ per pound**
2. Do you offer a percentage discount for early payment? If yes, please state terms for discount.

### B = Service Capability

3. Will you be able to meet the specified delivery days and hours? If not, attach a proposed delivery schedule.
4. What is your procedure for notifying the customer of shortages and/or substitutes?
5. If your company delivers the wrong product, when and how will your company fix the issue?

### C = Customer Service & References

6. What is your procedure for notifying customers of a product recall?

7. How does your company address expired product?

**D = Experience & Competence**

8. Describe your USDA Foods tracking abilities in detail.

9. Does your company have a database of allergen and other information related to special meal accommodations for each product it represents?

10. Please describe your method and timeline for providing current PFS or CN labels throughout the school year. Please note that the District prefers to obtain this information electronically.

11. How does your company ensure products comply with the Buy American Provision?

**E = Product Availability & Lead Times**

12. Describe your process for maintaining sufficient inventory levels to meet customer demand.

13. What systems or tools do you use to forecast demand and to prevent backorders?

14. What is the lead-time you require for orders that ensures a 95% fill rate?

Firm Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## PROPOSAL EVALUATION RFP CRITERIA

Proposal RFP Criteria will be evaluated based on the following criteria to determine if the submitted vendors' RFP is Responsible & Responsive and will move onto the best value point system process. If all items listed on the Required Proposal Document Checklist are not submitted completely, then the RFP will be deemed not Responsible & Responsive.

Proposals will be evaluated against the evaluation criteria shown below. Each proposal will be scored on a scale of 1 to 100 points, and requires a score of 60 to be deemed Responsible & Responsive.

### 1. Cost (up to 30 points)

Lowest cost may be based on individual line items or may be determined by total cost of all line items multiplied by total anticipated usage for each item. The District will review additional factors related to the extended pricing, including fixed fee charge per case, order minimums, and other pricing requirements set forth in the proposal package.

*Lowest Proposer – 30 points*

*Second Lowest – 25 points*

*Third Lowest – 20 points*

*Fourth Lowest – 15 points*

### 2. Service Capability (up to 25 points)

- Ability of the Proposer to meet specified delivery days and hours.
- Effectiveness and reliability of the Proposer's process for handling emergency deliveries.
- Adequacy of the Proposer's procedures for addressing missed deliveries or product shortages to the District's warehouse.
- The Proposer shall maintain an efficient supply chain management system that ensures timely and accurate deliveries and demonstrates the flexibility to accommodate changes in the Districts' needs.

### 3. Customer Service and References (up to 20 points)

Proposers 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.

### 4. Experience and Competence (up to 15 points)

- The Proposer shall provide state-of-the-art technology to support services including, but not limited to, USDA Foods tracking, data collection, customized reporting, user-friendly online ordering and allergen identification, Child Nutrition (CN) labeled products, Product Formulation Statements, and full product traceability.

- The Proposer shall demonstrate substantial and recent experience in supplying products to California public school districts and the ability to comply with the Buy American Provision.

**5. Product Availability and Lead Times (up to 10 points)**

- Ability of the Proposer to consistently maintain sufficient product inventory to meet District demand without substitution or delay.
- Reliability and competitiveness of standard lead times for order fulfillment and delivery.
- Effectiveness of the Proposer’s processes for communicating product availability, backorders, and anticipated delays.

**BEST VALUE POINT SYSTEM SCORE SHEET**

<b>Vendor:</b>		
_____		
_____		
_____		
<b>Criteria</b>	<b>Possible Points</b>	<b>Awarded Points</b>
Cost	30	
Service Capability	25	
Customer Service & References	20	
Experience & Competence	15	
Product Availability & Lead Times	10	
Total	100	0
<b>Comments:</b>		
_____		
_____		

## DISTRICT PROFILE

Total Number of Kitchen Sites - 19

Total Number of Warehouse Sites - 1

Total Lunches Served in 2023 / 2024 SY = 1,526,072

Total Lunch Served in 2024 / 2025 SY = 1,578,483

<b>Delivery Site Name</b>	Lancaster School District CNS Warehouse
<b>Delivery Address</b>	44711 Cedar Ave Lancaster CA 93534

<b>Number of Deliveries Needed Per Week</b>		<b>Delivery Days of the Week</b>		<b>Delivery Hours Needed</b>	
USDA Foods	Commercial	USDA Foods	Commercial	USDA Foods	Commercial
1-2 depending on case count	1-2 depending on case count	Thursday/Friday	Thursday/Friday	Between 6:00 am & 11:00 am	Between 6:00 am & 11:00 am

The District on average serves 8,000 breakfasts, 9,000 lunches, 1,000 snacks and 1,500 supper meals per school day.

# APPENDIX

## CERTIFICATE OF COMPLIANCE

\_\_\_\_\_ (*name of company/firm*) hereby submits that pursuant to the General Conditions and Instructions to Bidders/Proposers pertaining to the Processed USDA Foods & Commercial Food Products RFP #LSD-CN-2026-01, on **July 01, 2026**, that all requirements of the following will be fulfilled:

**Title VII of the Civil Rights Act of 1964**  
**Title IX of the Education Amendments of 1972**  
**Executive Order 11246 – Equal Employment Opportunity**

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.

\_\_\_\_\_  
Signature of Bidder/Proposer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name of Bidder/Proposer

\_\_\_\_\_  
Name of Bidder’s/Proposer’s Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

**NON-COLLUSION AFFIDAVIT  
(Public Contract Code Section 7106)**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**CONTRACTOR’S CERTIFICATE REGARDING  
ALCOHOLIC BEVERAGE and TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco- Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, specifically prohibits the use of electronic cigarettes or other devices that deliver a vaporized liquid at any time on District-owned or leased buildings, on District property and in District vehicles.

A tobacco-free school prohibits all tobacco use anytime, anywhere by anyone on all school property, and at all school-sponsored events (California *Health and Safety Code* Section 104420 [n][2]). School property includes buildings, grounds and vehicles owned or leased by the school. School-sponsored events include sporting events, school dances and other events held on and off school property.

The goal of the CDE's tobacco-free school district certification process is to protect our children's health by encouraging all school districts and county offices of education (COEs) in California to adopt a model 100 percent tobacco-free policy. CDE staff works closely with the California Department of Public Health’s California Tobacco Control Program to promote smoke-free environments and tobacco-free lifestyles throughout the state, particularly among California youth.

School districts are certified by the COE in which the district resides as meeting the requirements of California *Health and Safety Code*. COE's are certified by the CDE’s Tobacco-Use Prevention Education Office.

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signature

## CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

As required by Section 8355 of the *California Government Code* and the Drug-Free Workplace Act of 1988, and implemented at 34 *Code of Federal Regulations (CFR)* Part 84, Subpart F as defined at 34 *CFR* Part 84, Sections 84.105 and 84.110

The applicant certifies that it will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition
- b. Establishing an on-going drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace
  2. The grantee's policy of maintaining a drug-free workplace
  3. Any available drug counseling, rehabilitation, and employee assistance programs
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment, the employee will:
  1. Abide by the terms of the statement
  2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction
- e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every officer or other designee. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, as to any employee who is convicted, within 30 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction:
  1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), as amended; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signature

**CERTIFICATE REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

I am aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this contract.

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Signature Date

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Printed Name

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Company Name

## **DEPARTMENT OF JUSTICE EMPLOYMENT CLEARANCE**

Background Clearance is required for all school district employees and employees of outside contractors before they are permitted on any school site.

The following information is a summary of legal provisions regarding employment processing of fingerprint cards through the California Department of Justice ("CDOJ"). [Education Code 45125.1.]

### **OUTSIDE CONTRACT SERVICES - EMPLOYEES OF ENTITIES, REQUIREMENTS**

1. Requires CDOJ clearance for employees of defined outside contractors (entity). (EC45125.1a.)
  
2. Requires entity to not permit its employees to come in contact with pupils until CDOJ clearance is ascertained. (EC45125.1f.)
  
3. An entity having a contract as specified shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a felony. (EC45125.1g.)
  
4. The entity shall provide a list of names of its employees who may come in contact with pupils to the governing board of the school district.

The above requirements apply to all contractors and subcontractors providing services to the Lancaster School District.

### **TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID CERTIFICATE**

I hereby certify that my company \_\_\_\_\_ is in compliance with the above requirements of Education Code section 45125.1. I have attached a list of employees from my company who may come in contact with pupils at any school site. None of these employees have been convicted of a felony.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

- A. The participant or respondent certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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Participant or Respondent Company Name

Award Number, Contract Number, or Project Name

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Name(s) and Title(s) of Authorized Representatives

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Signature(s)

Date

## CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of 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, United States 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.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

CERTIFIED BY:

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See page 43 for public burden disclosure)

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

**IRAN CONTRACTING ACT VERIFICATION FORM 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-DivisionResources-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.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	<i>Date</i>

*Printed Name and Title of Person Signing*

**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.

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

## CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Name of Proposer:	Name of SFA: Lancaster School District
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- A. By submission of this offer, the proposer certifies that in connection with this procurement:
1. The prices in this offer have been arrived at independently—without consultation, communication, or agreement for the purpose of restricting competition—as to any matter relating to such prices with any other proposer;
  2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer and will not knowingly be disclosed prior to the proposal opening in the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
    - A. No attempt has been made or will be made to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the offeror certifies that:
1. He or she is the person in the proposer’s organization responsible for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
  2. He or she is not the person in the proposer’s organization responsible for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

Signature of Proposer	Title	Date

*In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.*

Signature of SFA Representative	Title	Date

Note: Accepting a Respondent’s offer does not constitute award of the contract.

## CHINA PROHIBITION CERTIFICATION

The Consolidated Appropriations Act of 2021 (Public Law 116–260), Division A, Section 764 (signed into law on December 27, 2020), prohibits all Child Nutrition Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People’s Republic of China.

We \_\_\_\_\_ (insert vendor name), certify that we will not procure raw or processed poultry products that are imported into the United States from the People’s Republic of China.

We further acknowledge that noncompliance with this federal requirement may result in a finding of disallowable cost(s) to the Agency resulting in contract termination.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

## 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 Vendor offers a non-domestic product, the Vendor must list the product below. Products are subject to review by the Districts. The District's decision on approval of foreign substitutions will be final.

\_\_\_\_\_  
Signature of Bidder/Proposer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name of Bidder/Proposer

\_\_\_\_\_  
Name of Bidder's/Proposer's Firm

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

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

Attach additional sheets if necessary

## SCHOOL DISTRICT REFERENCES

List three (3) references from school districts in Los Angeles/Kern County areas for contracts you have completed in the last three (3) years that are similar in scope.

Reference 1	
District Name:	
Contact Person:	
Contact Title:	
Contact Email:	
Contact Phone Number:	
Describe the Scope of Work:	
Contract Effective Dates:	
Total Contract Value (\$):	
Reference 2	
District Name:	
Contact Person:	
Contact Title:	
Contact Email:	
Contact Phone Number:	
Describe the Scope of Work:	
Contract Effective Dates:	
Total Contract Value (\$):	
Reference 3	
District Name:	
Contact Person:	
Contact Title:	
Contact Email:	
Contact Phone Number:	
Describe the Scope of Work:	
Contract Effective Dates:	
Total Contract Value (\$):	

## USDA NONDISCRIMINATION 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 AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.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; or

**2. Fax:**

(833) 256-1665 or (202) 690-7442; or

**3. Email**

Program.Intake@usda.gov

This institution is an equal opportunity provider.