Invitation To Bid

Bid Number 24/25-01R

Food Service Dairy Products

DOWNEY UNIFIED SCHOOL DISTRICT

11627 Brookshire Avenue

Downey, CA 90241

Issue Date: May 9, 2024

Due Date: June 7, 2024

DOWNEY UNIFIED SCHOOL DISTRICT

NOTICE TO BIDDERS

1. NOTICE IS HEREBY GIVEN that the Governing Board of the Downey Unified School District will receive sealed bids for the award of a Contract for **Bid Number 24/25-01R Food Service Dairy Products**.

   Bid documents are available for download on the District's website at: https://web.dusd.net/purchasing/#bids.

2. All questions about the meaning or intent of the Invitation To Bid are to be directed via email to the buyer, Florence Shih at fshih@dusd.net. Questions received prior to May 29, 2024 will be addressed in written addenda. Only questions answered by formal written addenda will be binding.

3. Please bid your lowest prices for the items or services on the attached Bid Form. Before bidding, please read and thoroughly acquaint yourself with every section within this Invitation to Bid.

4. **Submit all bids in a sealed envelope showing the Name of Bidder, Bid Number, Title, Due Date, and Opening Time**. Sealed bids will be received until 10:00 a.m., June 7, 2024, at the District's Purchasing Department (Room 169) located at: 11627 Brookshire Avenue, Downey, CA 90241. Bids will be opened and read aloud at or after the time indicated above. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

5. All bids shall be on the forms provided by the District, attached hereto. Each bid must conform and be responsive to all pertinent sections within the Invitation To Bid, including, but not limited to, the INSTRUCTIONS TO BIDDERS.

6. The District shall award the contract, if it awards it at all, to the lowest responsive and responsible Bidder.

7. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. Unless otherwise required by law, no Bidder may withdraw its bid for sixty (60) days after the date of the bid opening.

Downey Unified School District

Food Service Dairy Products Bid

INSTRUCTIONS TO BIDDERS

1. Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a bid.

2. Downey Unified School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, the apparent low bid may be rejected at the sole discretion of District.

3. The District is located in Los Angeles County, California and has a student enrollment for the 2023-24 school year of approximately 22,400 students. The District has 13 elementary schools, 4 middle schools and 3 high schools. The District serves approximately 3-4 million meals per year.

4. Bids are requested for the procurement of:

   Bid Number 24/25-01R Food Service Dairy Products ("Products")

5. This bid will be awarded as a lot to one (1) Bidder.

6. Contracts, when awarded will be awarded to a single Bidder. If the winning Bidder is unable to fulfill the contract requirements with District, the District may cancel the contract with the winning Bidder and enter into a contract with the back-up Bidder upon mutual agreement without submitting a new bid. Each contract will be awarded independently by the District and Bidders will be required to meet the requirements of District's contract. However, pricing provided in the bid will be honored by the winning Bidder as submitted with this bid.

7. Delivery schedules will be determined by the District based on operational needs.

8. Bids are requested for furnishing the Products for the period beginning August 1, 2024, through July 31, 2025, with an option to renew for up to two (2) additional years, in one (1) year increments, for a total contract period not to exceed three (3) consecutive years total.

9. Estimated quantities are listed on the downloadable bid and attached worksheets and represent the estimated usage during a twelve-month period. The District reserve the right to purchase more or less of the units specified. Required bid documents must be completed and submitted in order for bid to be accepted.

10. District will receive sealed bids from Bidders as stipulated in the Notice to Bidders.

    a. All bids must be sealed in an envelope, marked with the Name of Bidder, Bid Number, Title, Due Date, and Opening Time.

    b. Bids must be hand delivered or mailed to the District's Purchasing Department and received on or before the date and time shown in the Notice to Bidders.

c. **It is the Bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened.

d. Bids must contain all documents as required herein.

11. Bids will be opened and read aloud at or after the bid due date and time.

12. Bidders must submit bids on the documents titled Bid Form and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.

13. **Bid prices are to include shipping**, FOB destination, freight prepaid and allowed (no additional fees or charges shall be paid by the District) inside delivery.

    a. Destination will be designated within the boundaries of the District. Actual delivery dates should be coordinated with the District. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. Upon award of bid, the awarded Bidder(s) shall keep sufficient stock of products and service material to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders as needed. **Bid all items FOB, District or any of its locations within the District boundaries**.

14. Bidders shall not modify the Bid Form or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form or other District-provided document. No oral, telephonic, or facsimile modification of any of the bid documents will be considered.

15. Bids shall be clearly written or typed and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.

16. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Each Bidder must complete and submit all of the following documents as its Bid:

    a. Bid Form

    b. Non-Collusion Declaration

    c. Buy American Certification

    d. Iran Contracting Act Certification, if contract value is $1,000,000 or more

    e. Workers' Compensation Certification

    f. Suspension and Debarment Certification

    g. Certification regarding lobbying for federal grants in excess of $100,000

h. Bovine Growth Hormone Free Certification

i. China Prohibition Certification form (not applicable)

17. All Products must conform to the terms and conditions set forth in the Invitation To Bid. The District reserves the right to reject all bids that do not conform to the Invitation To Bid. Suitability and valuation of “equals” rest in the sole discretion of the District. It is understood and agreed to by the Bidder that the District reserves the right to reject any such proposed substitution. If the Product offered by the Bidder is not acceptable, in the sole opinion of the District, then the Bidder expressly understands and agrees that Bidder shall furnish the Products specified by the District.

18. Samples of Products may be required for evaluation. Samples will be delivered to the District and returned to the Bidder at the Bidder's expense. Bidders are hereby notified to have samples ready for prompt evaluation, if requested, within five (5) calendar days of bid opening. Samples that cannot be provided in that time may not be considered for award.

19. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District.

20. All questions about the meaning or intent of the Invitation To Bid are to be directed via email to the buyer, Florence Shih at fshih@dusd.net. Questions received prior to May 29, 2024 will be addressed in written addenda. The District may not respond to any questions received after this question cut-off date. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by addenda and posted on the District’s website. Only questions answered by formal written addenda will be binding. It is the responsibility of each Bidder to download, read, and incorporate addenda information into Bidder’s bid submittal. Oral and other interpretations or clarifications will be without legal effect.

21. Addenda may also be issued to modify other parts of the Invitation To Bid as deemed advisable by the District.

22. Each Bidder must acknowledge each addendum in its Bid Form by number or its bid shall be considered non-responsive. Each addendum shall be part of the Invitation To Bid. A complete listing of addenda may be secured from the District.

23. Any bid may be withdrawn, either personally or by written request signed by the Bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No Bidder may withdraw any bid for a period of ninety (90) calendar days after the date and time set for the opening of bids.

24. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one (1) bid unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a subproposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a proposal or quoting prices to other Bidders or submitting a bid.

25. The District's Governing Board shall award the contract, if it awards it at all, to the lowest responsive and responsible Bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible Bidders submit identical bids, the District shall select the Bidder to whom to award the contract by lot.

26. The Bidder to whom the contract is awarded is expected to execute the agreement, as/is. The sample agreement is attached hereto as **EXHIBIT A**. The awarded Bidder shall execute and submit the following with the signed agreement documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive. The District may award the contract to the next lowest responsive and responsible Bidder or reject all bids.

    a. Insurance Certificates and Endorsements as required.

    b. Criminal Background Investigation/Fingerprinting Certification.

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

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

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

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

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

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

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

28. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, or conditional bids, to re-bid, and to reject the bid of any Bidder if District believes that it would not be in the best interest of the District to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid.

29. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.

30. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.

31. Prior to the award of contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to supply the Products in accordance with the Invitation To Bid to District's satisfaction within the prescribed time.

32. Items will be purchased on an as-needed basis on an Open Purchase Order at any time during the contract period. The District reserves the right to add related items to or delete items from the contract at any time during the period of the contract. (Any items that may need to be added to this bid shall exhibit same mark-up percentage as all other existing/awarded products on the bid). The vendor, upon request, will provide evidence and documentation of cost (at invoice price). The quantities listed for each item are District estimates only.

33. Per the attached bulletin from the State of California, as a school food authority, this bid requires that each responding Bidder include completed certification statements regarding debarment and lobbying.

34. PRICING

    a. Bidders must propose the lowest, best price per unit for each of the products listed in this bid. Pricing shall include FOB destination, freight prepaid and allowed (no additional fees or charges shall be paid by the District) and will remain firm during the term of the contract, unless written notice is provided 30 days in advance of the price change. See “Price Changes” section below for complete details. Pricing should be based on the USDA Agricultural Marketing Service, Los Angeles Terminal.

    b. Bidders are required to include pricing for all items they offer on the worksheet pages of this bid.

35. PRICE CHANGES.

    a. The net prices shall be submitted in writing and may be adjusted to reflect manufacturer and/or processors landed costs incurred by the vendor. Percentage increases may not exceed the Consumer Price Index (CPI) for the Los Angeles region or price increases verified by labor rate increases justified in labor contracts or State of California Department of Industrial

Relations prevailing wage rates. The specific index to be reviewed is the CPI for Los Angeles-Riverside-Orange County, California, "Special Aggregate Index – All Items Less Shelter", under the "All Urban Consumers" column.

b. In the event of a decrease in price, the successful Bidder is to give the District the immediate advantage of such a decrease and inform the District of the decrease. All orders placed under this agreement shall be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date. The successful Bidder will give the District the advantage of any decrease in prices which may occur during the effective period of this bid. All prices shall be guaranteed for the contract period. Minimum delivery requirement must be stated on the bid.

36. DEPT. OF EDUCATION-CHILD NUTRITION DIVISION FORMS. Per the California Department of Education, Child Nutrition and Food Distribution Division, School Nutrition Programs Unit, the following attached forms**: Suspension and Debarment Certification; Certificate Regarding Lobbying; Buy American Certification; and Iran Contracting Act Certification** must be completed and submitted with bid. Bids received without these forms/certifications will not be considered.

37. Bovine Growth Hormone (BGH): Vendor is to certify in writing that Bovine Growth Hormone is not administered to herds that supply milk to dairy. An additional charge for BGH-Free milk will not be paid by the District. If there is added cost to the Vendor, that expense must be included in the base price submitted.

38. Buy American Provisions: Proposals must comply with the Buy American Provisions pursuant to Senate Bill 490 Buy American Food Act, Food and Agriculture Code sections 58596.1, et seq., and AB 778, Food and Agriculture Code section 58595. "Agricultural food products" are defined to mean a fresh or processed product, including fruits, nuts, vegetables, herbs, mushrooms, dairy, shell eggs, honey, grains, livestock meats, poultry meats, and fish, including shellfish. Pursuant to the Buy American Food Act, only agricultural food products grown, packed, or processed domestically are authorized unless any of the following exceptions apply:

    - The bid or price of a nondomestic agricultural food product is more than 25 percent lower than the bid or price of a domestic agricultural food product; or
    - The quality of the domestic agricultural food product is inferior to the quality of the domestic agricultural food product grown, packed, or produced nondomestically; or
    - 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 District.

    In order to determine compliance with the Buy American Provisions, Proposers awarded the contract will be required to provide documentation certifying compliance with the requirements of the Buy American Provisions, as mandated by the Buy American Food Act including, without limitation, specific information about the percentage of U.S. content in any processed end product.

Vendor acknowledges and agrees to comply with the Buy American Food Act (Food and Agriculture Code section 58596.1, et seq., California Senate Bill 490), and provide District with all documentation necessary enabling District to confirm Vendor's compliance.

39. CHINA PROHIBITION CERTIFICATION FORM. Manufacturers are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States form the People's Republic of China, as set forth in the Consolidated Appropriations Act of 2021 (Public Law 116-260). The Bidder must complete a China Prohibition Certification Form for each poultry-containing item submitted during the bidding process.

40. IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT. Pursuant to the Iran Contract Act of 2010 (Public Contract Code 2200-2208), Vendors/Bidders are ineligible to bid on or submit a bid for any contract with a public entity for goods or services of one million dollars ($1,000,000.00) or more if the Vendor/Bidder engages in investment activities in Iran. For bids one million dollars ($1,000,000.00) or more, Bidders must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contracting Act of 2010 Compliance Affidavit attached and submit with their bid at the time of bid. Failure to do so may deem your bid non-responsive.

41. CLEAN AIR ACT. Distribution must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

42. ENERGY POLICY AND CONSERVATION ACT. Bidder must be in compliance with the requirements of the Energy Policy and Conservation Act. Documentation of such must be provided upon request.

43. On February 21, 2022, President Biden issued Executive Order 14065 (https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/; "Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing, importing, exporting, and contracting, in areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf; "State Order"). If awarded a contract with the District, your Firm must comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). As part of this procurement, please include the following in your Response:

    a. a statement that your Firm is in compliance with the required economic sanctions of the Federal and State Orders; and

    b. the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions

with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

44. PIGGYBACK CLAUSE. For the term of the Contract and any mutually agreed extensions pursuant to this Invitation To Bid, at the option of the supplier, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, lease purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

    The Downey Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

    Acceptance or rejection of this clause will not affect the outcome of this request for bids.

END OF DOCUMENT

EXHIBIT A

Downey Unified School District

Food Service Dairy Products Bid

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made and entered into as of _____, 2024 by and between the Downey Unified School District, ("District") and _____ ("Vendor"), (individually each a "Party" and together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Products.** Vendor shall furnish and deliver materials, or supplies ("Products") to the site(s) (each a "Site") as further identified in **Exhibit "A"** attached hereto and incorporated herein by this reference in the quantities designated in the bid or purchase order in accordance with the Bid Form, Declaration, and Certification forms, specifications, and any samples furnished by the Vendor and accepted by the District.

2. **Purchase Order.** Items will be purchased on an as-needed basis for specific quantities on a purchase order at any time during the Term (as defined below). The District reserves the right to add related items to or delete items from the items at any time during the Term. (Any items that may need to be added to this Agreement shall exhibit same mark-up percentage as all other existing/awarded Products. The Vendor, upon request, will provide evidence and documentation of cost (at invoice price).

3. **Term.** Vendor shall commence providing Products under this Agreement on **August 1, 2024** through **July 31, 2025** ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.

   If mutually agreeable, the District reserves the right to renew the Agreement for up to two (2) additional years, in one (1) year increments, for a total contract period not to exceed three (3) consecutive years total. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original Agreement having been met to the satisfaction of the District. Such renewal will be made by notifying the Vendor, in writing, thirty (30) days prior to the expiration of the Agreement.

4. **Submittal of Documents.** Vendor shall not commence providing the Products under this Agreement until the Vendor has submitted and the District has approved the certificate(s) and the endorsement(s) of insurance required as indicated below:

   _____ Signed Agreement
   _____ Workers' Compensation Certification
   _____ Fingerprinting/Criminal Background Investigation Certification
   _____ Insurance Certificates and Endorsements
   _____ W-9 Form

SAMPLE

5. **Compensation.** District agrees to pay Vendor according to the prices in Vendor's Bid Form and Proposal for the Products satisfactorily furnished and delivered pursuant to this Agreement, as such prices are shown on **Exhibit "A"**. Vendor agrees that all costs for delivery, drayage, freight, or the packing of said articles are to be borne by the Vendor.

6. **Vendor.** The District shall not be responsible for any taxes or surcharges with the exception of sales tax or use taxes where applicable.

   6.1. **Accounting.** Invoices shall be furnished with each delivery and include delivery site, product name, quantity, unit size, and unit price. One (1) copy is to be kept by the Vendor.

   - The original invoice must be signed by the individual checking the dropped merchandise the following morning. An invoice signed by the District's representative or designee is required for the invoice to be processed for payment.
   - Statements for all goods purchased within a calendar month shall be on an individual Site basis.
   - Statements shall be submitted no later than the fifth day following the close of each calendar month.

   6.2. **Payment.** Invoices for purchases at the delivered price are not due and payable until delivery of Product and do not constitute an obligation by the District until the month following the month for which charges accrue. The District shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due thirty (30) days from the date the Product is received and accepted by the District, or thirty (30) days from the date a correct invoice is received by the District office, whichever is later. Vendor will inform the District of any special discounts for payment received with a ten (10) day period.

   6.3. Invoices are checked regularly. Any discrepancies in pricing will require a credit for the price discrepancy and the pricing to be corrected, to avoid future errors. Continued negligence in invoicing will result in a $50.00 fine for each item, in addition to a credit for the price discrepancy of the Products purchased. Ongoing, improper billing may result in termination of the Agreement. Ongoing, unapproved substitution, without cause by manufacturer or nature, is also reason for termination of the Agreement.

7. **Additional Items.** During the Term of this Agreement, as the need for other products arises or new products are developed, the District reserves the right to add items to this Agreement. The price of such items shall be negotiated between the District and the Vendor using a similar mark-up percentage as all other existing/awarded products on the price request and shall be subject to the terms and conditions of this Agreement.

8. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to

SAMPLE

which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of this Agreement as herein contemplated, Vendor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the service, (ii) performing service that is outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the service performed, District being interested only in the results obtained.

9. **Performance of Agreement.**

9.1. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to furnish and deliver the Products as specified, without the advice, control or supervision of District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. The District shall hold the Vendor responsible for any damage which may be sustained because of failure or neglect of the Vendor to comply with the terms or conditions listed herein with the terms of the Agreement. The District may upon twenty-four (24) hour written notice to the Vendor, cancel the Agreement in its entirety or cancel or rescind on all or any portion of any Agreement resulting from unsatisfactory Products or service or any reason determined to be detrimental to the health and welfare of students and school personnel and to hold the Vendor in default. Failure to furnish all items per the Agreement, in a timely manner, as specified, shall constitute unsatisfactory service.

9.2. **Sanitation.** All Products shall be produced and handled in accordance with the best sanitary practices. Vendor's employees, equipment, and manufacturing plant shall meet state and county health department requirements to assure clean, sound, and sanitary Products. All products must conform to the provisions set forth in Federal, State, County and City laws for protection, handling, processing and labeling. Plant manufacturing must meet State and County Health requirements. Attach copies of current health, safety, and/or sanitation certificates/licenses that your company maintains.

9.3. **Delivery Time.** Vendor shall make deliveries, as requested by the District. Due to the restrictions of available storage space and the regulations of the National School Lunch Program, it is of utmost importance that all items ordered are delivered on the date delivery as requested. All refrigerated products are to be delivered in a refrigerated truck at 33 to 40 degrees Fahrenheit, or below 32 degrees Fahrenheit for frozen foods. If the Vendor is unable to provide the items on the date specified for delivery, it is the Vendor's responsibility to notify the District immediately by calling the District. Prompt service on all emergency orders will be required. No fuel surcharges will be levied during the term of this contract. There shall be no delivery minimum in dollar volume, unit, or case counts on all orders placed and delivered to the District. Deliveries are not to be subcontracted out.

9.4. **Inspection of Products Furnished.** Drivers must place items in the appropriate storage areas in school kitchens (refrigerators, freezers, etc.). All Products furnished shall be subject to

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inspection and rejection by the District for spoilage, defects, or non-compliance with the specifications. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the District and accepted. If a Product is rejected at time of delivery, a credit is to be issued for the Product or Vendor shall immediately remedy such defect in a manner satisfactory to District. Several notices of Products failing to meet specifications may result in termination of the Agreement. Products delivered during the period covered by this Agreement shall be of the quality or grade specified or better, unless prior approval has been received to deliver alternate products of lesser quality or grade from the Food Services Director. No product will be represented as being in conformance with the specification when such is not the case.

9.5. **Right to Inspect Vendor Facilities.** The District reserves the right to inspect the Vendor's facilities during the Term of the Agreement, and if representatives of the District determine after such inspection that Vendor is not capable of performance satisfactory to the District, the Agreement may be terminated by the District.

9.6. **Safety and Security.** It shall be the responsibility of Vendor to ascertain from, and comply with, the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.

9.7. **Force Majeure.** The performance of this Agreement by either Party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the Parties, where any of those factors, circumstances, situations, or conditions or similar ones make it illegal, impossible, inadvisable, or commercially impracticable to perform under the terms of this Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, for any one or more of the above reasons, by written notice to the other Party.

Neither Party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending Party. Such acts shall include acts for God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations superimposed after the fact.

10. **Ordering.** Orders will be placed only via channels approved by the District's Director of Purchasing & Warehouse. Orders should not be accepted for items that are not on the price request or unauthorized substitutions. If such unauthorized items are ordered and delivered it will be at the discretion of District's Business Services Department personnel whether payment will be made to the Vendor for such items.

11. **Returns.** Vendor shall issue credit to the District for all Products returned, including damaged or decaying Products.

SAMPLE

12. **Non-Conformance to Specifications.** If any Product fails to meet specifications, the District may require, within a reasonable time as determined by the District, cash restitution or in-kind replacement, at the District's discretion for the entire lot that failed.

13. **Warranty/Quality.** The District reserves the right to refuse complete shipments if there is any evidence of damaged or thawed products. Evidence of thawing include and not limited to cases that are not firm, soft or spongy to the touch, water stained, crushed and cases that stick together as a result of freezing. Damaged containers will not be accepted. Credit will be required on damaged or unacceptable Products. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credit shall be issued in a timely manner.

    13.1. All Products received under this Agreement 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.

    13.2. Vendor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, 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 County of Los Angeles or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

    13.3. Vendor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. Products received shall not have a shelf life or expiration date less than eight (8) weeks from the date of delivery, without prior consent of the District(s).

    13.4. In the event of a product contamination issue, Vendor shall provide trace back capabilities for all products to the point of origin.

    13.5. Vendor agrees to permit inspection of the delivered items by a representative of the District's Food Services Department with the right of rejection of inferior merchandise. The District's decision shall be final, and credits must be provided upon request.

14. **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(s) for product or freight.

15. **Audit.** Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and any renewals, and for five (5) years thereafter. Vendor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Products covered by this

SAMPLE

Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents. Proof of distributor's landing cost (distributor's invoice) will be required upon request, within a two-day period, for audit purposes only. Invoices are checked regularly.

16. **Termination.**

16.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for Products satisfactorily provided to the date of termination. Written notice by District shall be sufficient to stop further performance of this Agreement by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

16.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

16.2.1. unsatisfactory product or service; or

16.2.2. any reason determined to be detrimental to the health and welfare of students and school personnel; or

16.2.3. material violation of this Agreement by the Vendor; or

16.2.4. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

16.2.5. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Products from another vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the Products pursuant to this Agreement, the Vendor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

17. **Indemnification.** To the furthest extent permitted by California law, Vendor and its agents, officers and employees shall defend, indemnify, and hold harmless the District, its elected and appointed officers, agents, employees, volunteers, contractors and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which the District, its selected and appointed officers, agents, employees, volunteers, contractors and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole

SAMPLE

or in part by the agents, officers and employees of Vendor in the performance of, in connection with, as a result of, and in accordance with the terms of the Agreement. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either Party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement

18. **Insurance.**

18.1. The Vendor shall procure and maintain at all times during the performance of any portion of the Agreement the following insurance with minimum limits equal to the amount indicated below.

TYPE OF COVERAGE	MINIMUM REQUIREMENT
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Workers' Compensation	Statutory Limits

18.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and any Auto Automobile Liability Insurance that shall protect the Vendor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

18.1.2. **Workers' Compensation**. In accordance with provisions of section 3700 of the Labor Code, the Vendor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not

SAMPLE

otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Agreement.

18.2. **Proof of Carriage of Insurance**. The Vendor shall not commence performing any portion of the Agreement until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

18.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

18.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

18.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

18.2.4. All policies except the Workers' Compensation Insurance Policies shall be written on an occurrence form.

18.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

19. **Assignment.** The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor without the written consent of the District's Governing Board. Notice is hereby given that the District will not honor any assignment made by Vendor unless the required written consent has been given.

20. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. All Products must conform to the provisions set forth in the federal, state, county, and city laws for their production, handling, processing, marketing, and labeling. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on providing the Products as indicated or specified. If Vendor provides any Products that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.

21. **Fingerprinting of Employees.** Vendor shall submit a fully executed "Fingerprinting/Criminal Background Investigation Certification," a form of which is attached to this Agreement. Although Education Code 45125.2(a)(3) provides an option regarding District surveillance, the District does not provide this as an option to the Vendor. Education Code Section 45125.2 requires entities

SAMPLE

providing services to the District to ensure the safety of pupils where employees of the entity or subcontractors will have contact with pupils. Therefore, Vendor shall certify that methods are being undertaken to ensure the pupils' safety.

22. **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/USDA-OASCR%20P-Complaint-Form_0508-0002-508-11-28-17Fax2Mail.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.

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

24. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue,

SAMPLE

arising out of or in connection with this Agreement for the Products provided or services performed in connection with this Agreement.

26. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:	**Vendor:**
Downey Unified School District	**[NAME]**
ATTN: Robert McEntire, Ed.D. Associate Superintendent, Business Services 11627 Brookshire Avenue Downey, CA 90241	ATTN: _____ _____ _____, CA ____
FAX: 562-469-6519	FAX: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

27. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Los Angeles County, California.

29. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

30. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

31. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

SAMPLE

32. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

33. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

35. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

36. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

37. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

38. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

Downey Unified School District	**Vendor:** [NAME]
Dated: _____	Dated: _____
By: _____	By: _____
Print Name: Robert McEntire, Ed.D.	Print Name: _____
Print Title: Associate Superintendent, Business Services	Print Title: _____

Information regarding Vendor:

Address: _____

_____

_____: Employer Identification and/or Social Security Number

Telephone: _____

Facsimile: _____

E-Mail: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Vendor to furnish the information requested in this section.

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

____ Other: _____

SAMPLE

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the Governing Board of the District as follows:

That I am a representative of the Vendor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this Certificate on behalf of Vendor.

Vendor certifies that it has taken at least one of the following actions with respect to the Agreement (check all that apply):

☐ The Vendor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Vendor's employees who may have contact with District pupils in the course of performing under the Agreement, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this Certificate on behalf of the District and undertake to prepare and submit Vendor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

☐ The Vendor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of performing under the Agreement, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Vendor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or

☐ Pursuant to Education Code section 45125.2, Vendor has installed or will install, prior to commencement of performing under the Agreement, a physical barrier at the Site, that will limit contact between Vendor's employees and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2, Vendor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Vendor who the California

SAMPLE

Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Vendor's and its subcontractors' employees is:

Name: _____

Title: _____

NOTE: If the Vendor is a sole proprietor, and elects the above option, Vendor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this Certificate on behalf of the District and undertake to prepare and submit Vendor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

☐ The performance of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier shall come in contact with the District pupils, or (ii) Vendor's employees or any subcontractor or supplier will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Vendor's employees, subcontractors, or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Vendor under the Agreement.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this Certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

SAMPLE

Vendor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Vendor.

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

PERFORMANCE OF AGREEMENT CANNOT BEGIN UNTIL ALL DOCUMENTATION IS SUBMITTED AND FINAL APPROVAL IS RECEIVED.

SAMPLE

BID FORM (1 of 2)

Downey Unified School District

BID NO. 24/25-01R Food Services Dairy Products

In compliance with the request for bids, the undersigned, acting for the firm named, hereby proposes and agrees, if this bid is accepted, to furnish the items at the prices bid opposite each item, within the period indicated, and in accordance with general conditions, and specifications set forth in these documents.

Bid Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

BIDDER NAME: _____

BY: _____ _____
Print or type name *Title*

AUTHORIZED SIGNATURE: _____ DATE: _____

ADDRESS: _____
Number/Street

_____
City *State* *Zip*

TELEPHONE: _____
Area Code, Number, Extension

EMAIL: _____

Addenda Acknowledgement. Receipt and acceptance of the following addenda is hereby acknowledged:

No._____, Dated _____	No._____, Dated _____
No._____, Dated _____	No._____, Dated _____
☐ Or check here if **no** addenda were issued.	

PIGGYBACK CLAUSE. For the term of the Contract and any mutually agreed extensions pursuant to this Invitation To Bid, at the option of the supplier, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, lease purchase, or rent the identical item(s) at the same

price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code. The Downey Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections. Acceptance or rejection of this clause will not affect the outcome of this request for bids.

(Please initial one) Piggyback option granted _____ Piggyback option not granted _____

BID FORM (2 of 2)

Downey Unified School District

Food Service Dairy Products Bid 24/25-01R

Description	Size	UOM	Estimated Annual Usage	Brand SKU Quoted	Price Per Unit (FOB District)	UOM Sold *	Qty of Each Per UOM **
Milk, Fat-Free, Chocolate, carton	8oz	each	1,253,000				
100% Juice, Apple, carton	4oz	each	1,029,000				
100% Juice, Orange, carton	4oz	each	966,000				
100% Juice, Mixed Berry, carton	4oz	each	819,000				
Milk, 1% Lowfat, White, carton	8oz	each	511,000				
Milk, Fat-Free, Strawberry, carton	8oz	each	196,000				
100% Juice, Vegetable, Shelf Stable	4oz	each	64,000				
Buttermilk	1/2 Gal	each	3,600				
100% Juice, Orange Tangerine, Shelf Stable	6.75oz	each	12,800				
100% Juice, Apple, Shelf Stable	6.75oz	each	11,600				
Sour Cream, tub	5#	each	480				
Cheese, Cheddar, Feather Shredded, bag	5#	each	360				
Cheese, American, 120 slices	5#	each	200				
Cheese, Parmesan, Shredded, bag	5#	each	160				

*List the unit of measure you sell this product (e.g., case, box).

**List the quantity of "each" in the unit of measure you sell this product (e.g., 70 each per case).

BIDDER NAME: _____

BY: _____ _____

Print or type name *Title*

AUTHORIZED SIGNATURE: _____ DATE: _____

END OF DOCUMENT

NON-COLLUSION DECLARATION

(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
[Title] [Name of Firm]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on _____,
[Date]

at _____, _____.
[City] [State]

Date: _____

Proper Name of Bidder: _____

Authorized Signature: _____

Print Name: _____

Title _____

END OF DOCUMENT

BUY AMERICAN CERTIFICATION

Buy American Provisions: Proposals must comply with the Buy American Provisions pursuant to Senate Bill 490 Buy American Food Act, Food and Agriculture Code sections 58596.1, et seq., and AB 778, Food and Agriculture Code section 58595. “Agricultural food products” are defined to mean a fresh or processed product, including fruits, nuts, vegetables, herbs, mushrooms, dairy, shell eggs, honey, grains, livestock meats, poultry meats, and fish, including shellfish. Pursuant to the Buy American Food Act, only agricultural food products grown, packed, or processed domestically are authorized unless any of the following exceptions apply:

- The bid or price of a nondomestic agricultural food product is more than 25 percent lower than the bid or price of a domestic agricultural food product; or
- The quality of the domestic agricultural food product is inferior to the quality of the domestic agricultural food product grown, packed, or produced nondomestically; or
- 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 District.

In order to determine compliance with the Buy American Provisions, Proposers awarded the contract will be required to provide documentation certifying compliance with the requirements of the Buy American Provisions, as mandated by the Buy American Food Act including, without limitation, specific information about the percentage of U.S. content in any processed end product.

If Vendor offers a non-American product, Vendor must list the product below. Product is subject to review by District. If District declines a waiver, product will be awarded to lowest priced item meeting award criteria. District’s decision on approval of foreign substitutions will be final.

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

Attach additional sheets if necessary.

Name of Bidder: _____ Date: _____

Authorized Signature: _____

Title: _____

END OF DOCUMENT

IRAN CONTRACTING ACT

CERTIFICATION OF ELIGIBILITY TO BID FOR CONTRACTS OF $1 MILLION OR MORE

(Public Contract Code sections 2202-2208)

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

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: Bid No. 24/25-01R between the Downey Unified School District ("District") and _____ ("Contractor" or "Bidder")
Food Services Dairy Products ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

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

a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or

b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: _____

Proper Name of Bidder: _____

Authorized Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

SUSPENSION AND DEBARMENT CERTIFICATION

Certification regarding debarment, suspension, ineligibility, and voluntary exclusion-lower tier covered transactions.

This certification is required by the U. S. Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 Code of Federal Regulations Parts 180 and 3485, for all lower tier transactions meeting the threshold and tier requirements stated at Section 3485.220.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," " person," "primary covered transaction," " principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check SAM Exclusions.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information

of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

I. Certification

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

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

Downey Unified School District
Name of School Food Authority

Bid #24/25-01R Food Service Dairy Products

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name	Title	Authorized Signature	Date

END OF DOCUMENT

ED 80-0014 (Revised Sep-1990) - U. S. Department of Education

BOVINE GROWTH HORMONE FREE CERTIFICATION FORM

Downey Unified School District

Food Service Dairy Products Bid 24/25-01R

We _____ (insert vendor name), certify that Bovine Growth Hormone (rBGH and rBST) is not administered to herds that supply milk to the dairy for any products included in this bid or for any future sales to Downey Unified School District.

Printed Name	Title	Authorized Signature	Date

END OF DOCUMENT

CHINA PROHIBITION CERTIFICATION FORM

(Not Applicable)

Downey Unified School District

Food Service Dairy Products Bid 24/25-01R

Adapted from California Department of Education's PRU-21

The Consolidated Appropriations Act of 2021 (Public Law 116–260), Division A, Section 764 (signed into law on December 27, 2020), and subsequently renewed annually, first prohibited 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 the products listed below do not use federal funds to 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).

Brand	SKU

Printed Name Title

Authorized Signature Date

Certification regarding lobbying for federal grants in excess of $100,000

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 *Code of Federal Regulations* (*CFR*) Part 82, "New Restrictions on Lobbying." This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

As required by Section 1352, Title 31 of the *U.S. Code*, and implemented at 34 *CFR* Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 *CFR* Part 82, Sections 82.105 and 82.110, the applicant certifies that:

a. 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Downey Unified School District	Bid #24/25-01R Food Service Dairy Products
Name of School Food Authority	

Printed Name and Title of Authorized Representative: _____

Signature: _____ Date:_____

ED 80-0013 (Revised Jun-2004) - U. S. Department of Education