



HESPERIA UNIFIED SCHOOL DISTRICT

PURCHASING DEPARTMENT

15576 Main Street, Hesperia, CA 92345

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To:
ALL POTENTIAL BIDDERS

From:
TANISHA GRATTAN

Date:
MAY 12, 2017

Subject:
ENCLOSED BID PACKAGE

MEMO

Dear Vendor,

Please take the time to carefully read the Instructions and General Conditions in the attached Bid package. It is imperative that you structure your response to the enclosed Bid in accordance with these conditions. Alternative Terms and Conditions will not be accepted and will result in your proposal being declared non-responsive.

Thank you for taking to time to submit your proposal. If you have any questions, please feel free to contact me at the (760) 244-4411, extension 7381.

Thank you,

Tanisha Grattan

HESPERIA UNIFIED SCHOOL DISTRICT



REQUEST FOR BID

BID # 17-108

DAIRY PRODUCTS

BID DEADLINE DATE

FRIDAY, MAY 26, 2017 at 2:00 P.M.

SUBMIT BIDS TO

Tanisha Grattan, Assistant Director

Purchasing and Facilities

Hesperia Unified School District

15576 Main St.

Hesperia, CA 92345

Phone: (760) 244-4411

Fax: (760) 244-0075

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BID# 17-108
DAIRY PRODUCTS
BACKGROUND / INTRODUCTION

The Hesperia Unified School District is requesting Bids from responsive and responsible Bidders to establish a contract for the purchase and delivery of Dairy Products for the School Nutrition Service Program. This Dairy Products bid not only includes the purchase of products, but also includes service/delivery expectations that must be agreed upon prior to entering into a contract. Dairy products will need to be delivered to multiple school site locations within the district (See Attachment A).

This bid covers approximate annual items and quantities used by Hesperia Unified School District

All products offered must be new and unused.

The initial term of this contract shall be for a period of one (1) year with two (2) one (1) year options to renew the contract. (Potential bid life of three (3) years.)

The successful bidder shall remain in compliance with all current building codes, as well as address all concerns raised by officials (District, Local, State, and/or Federal).

Any cost associated with the preparation of the Bid shall be borne by the Bidder. The District reserves the right to accept or reject any or all Bids received as a result of this request, to negotiate with any qualified source, to cancel in part or in its entirety this Bid or to waive any irregularities or informalities in any Bids. The District reserves the right to make an award without negotiation.

Unless extended by an addenda to the Bid, the due date and time for the receipt of Bids is on or before **Friday, May 26, 2017, at 2:00 p.m.** in the Purchasing Department of the Hesperia Unified School District located at 15576 Main Street, Hesperia, CA 92345. **Late Bids will be returned unopened.**

Please submit ONE (1) ORIGINAL AND TWO (2) COPIES of the Bid.

All questions, inquiries, comments, or exceptions to the Bid materials must be submitted in writing to the attention of Tanisha Grattan via email at tanisha.grattan@hesperiausd.org or fax at (760) 244-0075.

- END OF SECTION -

CALENDAR OF EVENTS

Bid #17-108 Dairy Products

<i>Event</i>	<i>Details</i>	<i>Date</i>	<i>Time (Pacific Std)</i>
Bid Advertised	Victor Valley Press	May 12, 2017 May 19, 2017	N/A
Last Day to Submit RFI/ Questions for Clarification or Explanations	tanisha.grattan@hesperiausd.org or Fax to: 760-244-0075	May 22, 2017	2:00 p.m.
Response to RFI/Questions for Clarification or Explanations sent to vendors	Emailed or Faxed to Bidder	May 23, 2017	2:00 p.m.
Bids Due	Hesperia Unified School District 15576 Main Street Hesperia, California 92345	May 26, 2017	2:00 p.m.
Recommendation for Award will be presented to Board	Hesperia Unified School District Board Room, AESC Annex Bldg. C 15576 Main Street Hesperia, California 92345	June 12, 2017	6:00 p.m.

Required Documents

Bid #17-108 Dairy Products

Return this sheet with your bid documents

Bid Documents due at the submission of the due date

- Bid Security
- Bid Form
- Issued Addendums
- Bid Form Pricing Sheet
- Product Recall Program
- Food Security and Safety Program
- Hazard Analysis Critical Control Point Program (HACCP)
- Disaster Contingency Plan
- Suspension and Debarment Certification
- Certification Regarding Lobbying and Disclosure of Lobbying Activities
- Iran Contracting Act of 2010 Compliance Affidavit
- Alcohol and Tobacco School Policy
- Drug-Free Workplace Certification
- Worker's Compensation Certificate
- Non-Collusion Declaration
- Nutritional Fact Labels
- Recent Health Inspection Report

Other Forms not required until after award

- Contract
- W-9
- Insurance Documents

Site Locations and Delivery Information (Attachment A)

School Site	Delivery Address	Delivery Days	Delivery Times
Canyon Ridge High School	12850 Muscatel St. Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Carmel Elementary School	9321 Glendale Ave Hesperia Ca, 92345	M,T,W,T,F	7:00 AM - 11:00 AM
Cedar Middle School	13565 Cedar St. Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Cottonwood Elementary School	885 Cottonwood Ave. Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Cypress Elementary School	10365 Cypress Ave. Hesperia, Ca 92345	M,T,W,T,F	6:30 AM - 11:00 AM
Eucalyptus Elementary School	11224 10th Ave. Hesperia, Ca 92345	M,T,W,T,F	6:30 AM - 11:00 AM
Hesperia High School	9898 Maple Ave. Hesperia, Ca 92345	M,T,W,T,F	6:30 AM - 11:00 AM
Hesperia Jr High School	10275 Cypress Ave. Hesperia, Ca 92345	M,T,W,T,F	7:00 AM - 11:00 AM
Hollyvale Elementary School	11645 Hollyvale Ave. Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Joshua Circle Elementary School	10140 8th Ave. Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Juniper Elementary School	9400 I Ave. Hesperia, Ca 92345	M,T,W,T,F	7:30 AM - 11:00 AM
Kingston Elementary School	7473 Kingston Ave. Hesperia, Ca 92345	M,T,W,T,F	7:00 AM - 11:00 AM
Krystal Elementary School	17160 Krystal Drive Hesperia, Ca 92345	M,T,W,T,F	7:00 AM - 11:00 AM
Lime St. Elementary School	16852 Lime Street Hesperia, Ca 92345	M,T,W,T,F	7:30 AM - 11:00 AM
Maple Elementary School	10616 Maple Ave. Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Mesa Grande Elementary School	9172 Third Ave. Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Mesquite Trails Elementary School	9172 Third Ave. Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Mission Crest Elementary School	13065 Muscatel Street Hesperia, Ca 92345	M,T,W,T,F	6:15 AM - 11:00 AM
Mohave High School	16633 Lemon Street Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Oak Hills High School	7625 Cataba Road Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Ranchero Middle School	17607 Ranchero Road Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Sultana High School	17311 Sultana Street Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Topaz Elementary School	14110 Beech Street Hesperia, Ca 92345	M,T,W,T,F	6:10 AM - 11:00 AM

INSTRUCTIONS TO BIDDERS AND CONDITIONS

****WARNING****

READ THIS DOCUMENT CAREFULLY.

DO NOT ASSUME THAT THIS DOCUMENT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF THE DOCUMENTS WERE FROM HESPERIA UNIFIED SCHOOL DISTRICT.

1. DEFINITIONS:

- a. As used herein, "Bid" means this Request for Bid, Bid # 17-108.
- b. As used herein, "District" means the Hesperia Unified School District.
- c. As used herein, "Bidder" means the Firm/Service Provider submitting a Bid
- d. As used herein, "Offer" means the Bid.
- e. As used herein, "Contract" means an associated agreement with the District.
- f. As used herein, "Successful Bidder" also referred to as "Contractor" means Firm/Service Provider awarded the bid.

2. INSTRUCTIONS TO BIDDERS:

CONTENTS OF BID

- i. **One (1) original and two (2) copies** of the Bid shall be sealed in one package. The package must be clearly labeled "DAIRY PRODUCTS, BID# 17-108" and include the legal name, address, Bidder's contact person, and a telephone number on the outside of the package. All Bids must be submitted no later than **Friday, May 26, 2017 at 2:00 PM**. Bids shall be delivered to the attention of Tanisha Grattan, Assistant Director, Purchasing and Facilities, Hesperia Unified School District, 15576 Main Street, Hesperia, CA 92345. It is the sole responsibility of the Bidder submitting the Bid to ensure that it is actually received by the District prior to the deadline time and due date and at the proper location. Unless this Bid is extended by a written addenda, Bids received after 2:00 p.m. on the due date, will not be considered and will be returned unopened.
- ii. **Bid shall be accompanied by a Bid security** in the form of a cashier's check payable to the Hesperia Unified School District, or a satisfactory Bid Bond in favor of the Hesperia Unified School District executed by the Bidder as principal and a satisfactory surety company as surety, in the amount of five hundred dollars (\$500.00) or ten percent (10%) of the total Bid price, **whichever is greater**.

Such check or bond shall be given as a guarantee that the Bidder will enter into a contract if given the award and in the case of refusal or failure to enter into a contract within five (5) days after being requested to do so by the District, check or bond, as the case may be, shall be forfeited to the Hesperia Unified School District. If the Bid is not accepted within sixty (60) days after, the time set for the opening of Bids, or if the successful Bidder executes and delivers said contract within the specified time, the certified checks or bonds will be returned.

- iii. The Bid must be signed in the name of the Bidder and must bear the signature in longhand and in blue or black ink of the person or persons duly authorized to sign the Bid. If the Bidder is a corporation, the signature shall include the printed name and title of the signatory, who has the authority to sign the Bid on behalf of the corporation, below the signature.
- iv. Bids shall be completed in full as required by the instructions herein. **A Bid may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind.** A Bid will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the Bid.
- v. The Bid submitted must not contain erasure, interlineations, or other corrections unless each correction is clearly and conspicuously authenticated by signature in the margin immediately opposite the correction by the authorized person signing the Bid. A Bidder will be bound by the terms and conditions of the Bid, notwithstanding the fact that errors may be or are contained therein. However, if potential material errors are discovered in a Bid, the District will make a reasonable effort to notify the Bidder that the Bid, as submitted, appears to contain errors and provide the Bidder with the

opportunity to correct or clarify such potential errors. In the event the District determines that any Bid is unintelligible, inconsistent or ambiguous, the District may reject such Bid as not being responsive.

- vi. The District may request meeting with the Bidders representative to request answers and clarifications or it may request that the Bidder answer specific questions in writing, or to make a presentation to the District or to its Governing Board prior to any Agreement award.
- vii. The District may reject any or all Bids, and may waive informalities and minor irregularities in Bids received.
- viii. All Bids and materials submitted in response to this Bid shall become the property of the District and shall be considered a part of the Public Record and may be disclosed in accordance with applicable law, including the California Public Records Act. Bidder shall have the obligation of marking any information as confidential or proprietary.
- ix. Response to inquiries regarding the status of a Bid must not be made prior to the posting of award recommendation.

3. **PREPARATION AND SUBMISSION:**

Before submitting a Bid, each Bidder is expected to thoroughly examine all documents included in this Bid, including subsequent addendums to the Bid. Bidder should become familiar with any local conditions that may, in any manner, affect the services required. In order to maintain comparability and enhance the review process, it is requested that Bids be organized in the manner specified below. Include all information in your Bid.

- i. **Title Page:** Indicate the Bid number for which the response is being provided; the name of the firm; local address; the name of your firm's contact person for the purposes of this Bid; the telephone number and fax number of the contact person; and the date. Failure to supply these documents may be considered grounds for disqualification.
- ii. **Table of Contents:** Include a clear identification of the material by section and page number.
- iii. **Bid Form:** Review, complete and submit form as part of bid documents.
- iv. **Bid Form Price Sheets:** Include proposed cost for each product listed.
- v. **Addendums:** Any addenda issued by the District must be completed, acknowledged and included with your Bid.
- vi. **Product Recall Program:** A copy of your Product Recall Program must be included with the bid documents.
- vii. **Food Security and Safety Program:** A copy of your Food Security and Safety Program must be included with the bid documents.
- viii. **Hazard Analysis Critical Control Point Program (HACCP):** A copy of your Hazard Analysis Critical Control Point Program must be included with the bid documents.
- ix. **Disaster Contingency Plan:** A copy of your Disaster Contingency Plan must be included with the bid documents.
- x. **Suspension and Debarment Certification:** The bidders shall execute and include in their Bid a Suspension and Debarment Certification.
- xi. **Certification Regarding Lobbying and Disclosure of Lobbying Activities:** The bidders shall execute and include in their Bid the Certification Regarding Lobbying and the Disclosure of Activities.
- xii. **Iran Contracting Act of 2010 Compliance Affidavit:** The bidders shall execute and include in their Bid an Iran Contracting Act of 2010 Compliance Affidavit.
- xiii. **Alcohol and Tobacco-Free School Policy:** The bidders shall execute the Alcohol and Tobacco-Free School Policy and include with bid documents.
- xiv. **Drug-Free Workplace Certification:** The bidders shall execute the Drug-Free Workplace Certification and include with the bid documents.

- xv. **Workers' Compensation Certificate:** The bidders shall execute and include in their bid a Workers' Compensation Certificate.
- xvi. **Non-Collusion Declaration:** The bidders shall execute and include in their Bid a Non-Collusion Declaration.
- xvii. **Nutritional Fact Labels:** Bidder shall provide copies of labels containing nutritional information for each product.
- xviii. **Recent Copy of Health Department Report:** Bidder shall provide a copy of its most recent health department report to validate company complies with the Department of Health inspection requirements in the county where the facility is located.

EXPLANATION TO BIDDERS:

If a Bidder desires an explanation or clarification of any kind regarding this Bid, the Bidder must make a written request for such explanation. Requests should be addressed to Tanisha Grattan, Assistant Director of Purchasing and Facilities, Hesperia Unified School District, 15576 Main Street, Hesperia, CA 92345 no later than **2:00 p.m. on Monday, May 22, 2017**. Questions received in writing by the date and time specified will be answered in writing. Tanisha Grattan, Assistant Director, Purchasing and Facilities, is authorized only to direct the attention of prospective Bidders to various portions of the Bid so that they may read and interpret such for themselves. Neither Tanisha Grattan nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents. The District will advise all Bidders known to have received a copy of the Bid of the explanation or clarification, either by letter or formal Bid amendment via postal service, electronic mail, or facsimile as the District may in its sole discretion deem appropriate.

If a Bidder discovers any error such as an ambiguity, conflict, discrepancy, omission, or other error in the Bid, then the Bidder shall immediately notify the District in writing. Submittal of a Bid without request for clarification shall be incontrovertible evidence that the vendor has determined that the specifications are sufficient for responding to the Bid and completing the job and that vendor is capable of following and completing the job in accordance with the project specifications.

If necessary, an amendment and/or addendum may be created and processed.

4. ADDENDUMS:

Bidders are advised that the District reserves the right to amend this Bid at any time. Addendums will be done formally by providing written addendums to all potential Bidders known by the Purchasing department to have received a copy of the Bid. If in the sole and absolute discretion of the District, the change is of such nature that additional time is required for Bidders to prepare Bids, the District will change the due date deadline and notify all known Bidders in writing of the revised deadline due date.

- i. Bidders must acknowledge receipt of any and all Bid addendums. This shall be done by the following means:
 - 1. By signing and returning a copy of the addenda via United States Postal Service, Electronic Mail to tanisha.grattan@hesperiausd.org, or Fax to (760) 244-0075, but NOT by telephone.

And;

 - 2. By initialing, the appropriate "**Acknowledgement of Addendums**" block in the "**BID FORM**" section of this Bid.
- ii. The acknowledgement of receipt of addendums must be RECEIVED by the Purchasing department prior to the hour, and date specified for receipt of Bids. Failure to acknowledge receipt of addendums may result in rejection of a Bid.
- iii. Copies of any addenda will be made available for inspection at the District's Purchasing Department where Bid documents will be kept on file.
- iv. No addenda will be issued later than three (3) calendar days prior to the date for receipt of Bids except an addenda withdrawing the request for Bids or one, which includes postponement of the date for receipt of Bids.

- v. No verbal or written information, which is obtained other than by information in this document or by addendum to this Bid, will be binding on the District.

5. **SUBMITTING BIDS:**

Telegraphic, facsimile, or electronic Bids and modifications will **NOT** be considered. No vendor may submit more than one Bid. By submitting a Bid, the prospective vendor represents that it has thoroughly examined and become familiar with the work required under this Bid and that it is capable of providing the equipment and services necessary to achieve the District's goals and objectives for the project.

6. **MODIFICATION OR WITHDRAWL OF BID:**

Any Bid may be withdrawn, solely by written request, at any time prior to the scheduled closing time for receipt of Bids. All requests for the withdrawal of a Bid must be accompanied by proof acceptable to the District, which authorizes the individual requesting the Bid withdrawal to so act on behalf of the vendor. If a change to a Bid that has been submitted is desired, the submitted Bid must be withdrawn and the replacement Bid submitted to the District prior to the scheduled deadline for submittal of Bids.

Changes or additions to the Bid request, alternative Bids or any other modifications of the information requested by this Bid, which is not specifically called for in the Bid, may result in the District's rejection of the Bid.

7. **LATE BIDS:**

No Bid or Bid modification received after the due date and time deadline will be considered.

8. **BID AWARD:**

- a. It is anticipated that a contract will be made with the Bidder whose Bid is determined to be in the overall best interest of the District.
- b. The District reserves the right, before awarding the contract, to require Bidder(s) to submit or provide evidence of qualifications or any other information the District may deem necessary
- c. The District reserves the right, prior to award, to cancel the Bid or portions thereof, without penalty.
- d. The District reserves the right to: (1) accept the Bid of any or all items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.
- e. The District will award the Bid to the responsive and responsible Bidder whose Bid is most advantageous to the District. In determining the most advantageous Bid, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the services. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidders' experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors, which could affect the bidders' performance of the services.
- f. The District may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards. Operating cost, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations, as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder to perform the services to the District's satisfaction within the prescribed time.
- g. Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the Bid will be considered sufficient notice of acceptance of Bid.

9. **EXECUTION OF CONTRACT**

Submission of a signed bid will be interpreted to mean the bidder hereby agrees to all terms and conditions set forth in all the pages of the Bid. The successful bidder, as the Contractor, will be required to execute a contract after the award of the Bid. In the event, the successful bidder, to whom an award is

made fails or refuses to execute the contract, the district may work with the next lowest responsive and responsible bidder, or may reject all bids and may issue a new Invitation for Bid.

10. PAYMENT TERMS AND INVOICING:

Unless otherwise agreed, the District will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

All orders placed under this Contract shall be delivered and invoiced at the Contract price prevailing at the time the order is placed, regardless of the actual delivery date.

The District makes no representations that an agreement will be awarded to any prospective vendor responding to this Bid.

11. CANCELLATION OF AWARD/ TERMINATION:

In the event any of the provisions of this Bid are violated by the Bidder, the District will give written notice to the Bidder stating the deficiencies and unless these deficiencies are corrected within ten (10) days, recommendation will be made by the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by the law.

The District reserves the right to terminate any contract resulting from this Bid, at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. This paragraph does not relieve the District of its responsibility to pay for services or goods provided or furnished to the District prior to the effective date of the termination.

The Bidder will have the option to terminate the contract upon written notice to the Director of Purchasing. Such notice must be received at least ninety (90) days prior to the date of termination.

12. DEFAULT:

Cancellation of Contract of awardee may result in the removal from the Districts Bidders list for a period of three (3) years.

13. LOBBYING:

OFFERORS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS Bid UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED AT THE DISTRICT OFFICE. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

- i. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of a board member or District personnel after release of the Bid and prior to the Board's vote on the award of this contract.
- ii. Any Bidder who is adversely affected by the recommendation award may file a protest within the time prescribed per the District's protest policy. Failure to adhere strictly to the rules pertaining to protests will result in summary dismissal by the Purchasing Department. Additionally, any Bidder who is adversely affected by the recommendation award may address the school board at a regularly scheduled board meeting.
- iii. Any Bidder or any individuals that lobby on behalf of Bidder prior to the Board's vote on the award of this contract will result in the rejection and/or disqualification of said Bid.

14. WARRANTY:

The length, time, and conditions of warranty must be attached to or stated in the Bid document. The seller and/or manufacturer warrants that the goods sold hereunder will be merchantable quality, will conform to

applicable specifications, and will be free from defects in material and workmanship and will be fit for the particular purpose intended.

Warranty does not commence until after the complete unit has been accepted and placed into service by the user agency.

Bidder shall indicate the name and the geographical location of the nearest authorized dealer to perform subsequent warranty service. This information shall be stated in the pricing section of Bid or otherwise specified.

15. BRAND NAME SPECIFICATIONS:

Brand name specifications are included for descriptive purposes, to indicate the quality, design and utility desired and are not intended to preclude any vendor from bidding who can substantially meet those specifications. Brand names and model numbers where specified have been shown due to existing standards. Bidders may propose a product whose brand is **of equal** to those specified herein, but each deviation from the specifications must be set forth in detail.

For optional equipment, any other brands offered as “equal” shall be accepted only after being testing and proven that their capabilities meet District needs. The District reserves the right to determine whether or not brands are equal.

If Bidder does not indicate that they are proposing an item other than that specified, it is understood and agreed that they will be furnishing the item(s) as specified.

16. DEVIATIONS FROM BID TERMS AND CONDITIONS

Should the bidder wish to request any substitutions and/ or deviations, the bidder shall submit prior to the bid, at a minimum, descriptive technical literature (manufacturer's specifications and a picture of the specific items), marked with the appropriate bid line item number, should be provided fully describing the claimed “or equal” product. Suitability and valuation of “equals” rest in the sole discretion of the District. If the material, process, service, or equipment offered by the bidder is not, in the sole opinion of the District, substantially equal or better in every respect to that specified, and is rejected by the District, then the bidder expressly understands and agrees that bidder shall furnish the material, process, service, or equipment specified by the District.

Bids will only be considered if the proposed products meet the minimum requirements and conform to the specifications set forth in these bid documents. Whenever brand names are used, they are used as specifications only. The intent is to indicate quality standards and is presumed to be followed by the words “OR EQUAL.” Any variances from the specified items must be clearly noted on the bid, otherwise the product will be assumed to be “as specified” – the exact product listed in the bid document. Substitutions and or deviations that meet or exceed the specifications are acceptable. Products not meeting the criteria as determined solely by the District will be cause for the rejection of the Bid Response, or product.

It is the bidder's responsibility to demonstrate equivalency of proposed products. The District has the discretion to request, and test, product samples prior to the award of the bidder. The District reserves the right to reject all bids that do not conform to the specifications.

17. SAMPLES

For evaluation purposes, samples may be required. If requested by District, samples must be delivered to the District at the bidder's expense. All Samples must be tagged to identify bidder, bid number, and item number. Any sample(s) that are not be provided by the listed date and time may not be considered for award.

18. NON –APPROPRIATED FUNDS

The Bidder hereby agrees and acknowledges that monies utilized by the District to fulfill bid requirements is public money appropriated by the State of California is or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time due to non-availability or non-appropriation of sufficient funds.

19. **PRICING:**

Unit prices shown on the Bid shall be the price per unit of sale as stated on the price sheet or contract. For any given item, the quantity multiplied by the unit price shall establish the extended or total price; the unit price shall govern in the Bid evaluation and contract administration.

20. **SALES TAX**

The District is subject to California sales and use tax, but **DO NOT** include sales tax/use tax in your bid.

21. **VALIDITY OF FIRM BID:**

Each Bid must be a firm irrevocable offer, and remain open and valid for District acceptance for 90 days from submittal date.

22. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that it and its principals are not presently debarred suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Hesperia Unified School District will be notified of any change in this status.

23. **PIGGYBACK CLAUSE**

For the term of the contract and any mutually agreed extensions pursuant to this bid, at the option of the successful bidder, other school districts and community college districts, any public corporation or agency, including any county, city or town within the State of California, may procure identical items off this bid under the same terms and conditions stated in this bid pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code. Acceptance or rejection of this provision will not affect the awarding of this bid. This District waives its right to require such other District's and Agencies to draw their warrants in the favor of the District as provided is said code sections.

24. **DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

25. **ALCOHOL AND TOBACCO FREE SCHOOL POLICY**

The successful bidder shall agree to enforce an alcohol and tobacco-free work site and shall submit the completed Alcohol and Tobacco-Free School Policy.

26. **FILING OF PROTEST BIDS**

Filing of Bid Protests A bidder may protest the bidding process for the project only by filing a written protest with the District's Director of Purchasing, Facilities, and Warehouse, Virginia Gutierrez, in accordance with the procedures set forth in this section. The District will not consider any verbal protests (e.g., by telephone) or any protests sent by electronic mail. In order for a protest to be valid and considered by the District, the protest must: (a) be filed not later than forty-eight (48) hours after the end of the bid opening; (b) clearly identify the bidder on whose behalf the protest is being filed, together with the name, address and telephone number of the person representing the bidder for purposes of the protest; (c) clearly identify the specific bidding process, bid or award of the Contract being protested; (d) clearly identify and describe in detail the specific basis or bases for the protest and all facts relevant

thereto and in support thereof; (e) clearly identify all references to the specific portions of all documents relevant to the protest; (f) clearly identify and describe in detail all arguments in support of the protest, including, without limitation, any citations to all legal authorities; and (g) be submitted with all documentation that is relevant to and supports the basis or bases underlying the protest.

If a protest filed by a Bidder does not comply with each and every one of the foregoing requirements, the District may reject the protest as invalid. If a Bidder files a valid protest, the District shall review the protest and all relevant information and documents and will provide written decision to the protesting bidder. In response to a protest, the Governing Board may decline to award a contract, may award a contract to a bidder other than as previously intended, or may award a contract to a bidder as previously intended despite the protest. Such action by the Governing Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

27. DISABLED VETERAN BUSINESS ENTERPRISES

Compliance with Disabled Veteran Business Enterprise (“DVBE”) contracting goals may be required for this project. Minority, women and disabled veteran contractors are encouraged to submit bids.

28. REFERENCES

Bidders shall list a minimum of three (3) references where bidder has successfully provided the similar type (s) of good and services to another public entity, district or firm at the similar size and scope as Hesperia Unified School District that has been or is currently being serviced by your company. All references shall include full district/ firm name, address, phone number, management contact, and description of work completed.

- END OF SECTION –

GENERAL TERMS AND CONDITIONS

Bid #17-108 Dairy Products

1. TERM OF CONTRACT

- a. Initial contract term shall be for one (1) year beginning July 1, 2017 through June 30, 2018. Quoted prices must stay in effect for one (1) year after award of bid. Term of Agreement may be extended upon mutual consent of District and successful bidder (s) for an additional two (2) one year periods in one (1) year increments in accordance with provisions contained in the Education Code, section 17596 (K-12). The maximum term of Agreement is three (3) years.

2. PRICING

- a. Quoted prices must stay in effect for one (1) year after award of bid. The District shall grant, upon written request, a price adjustment to compensate for inflation. This adjustment must be requested prior to March 31st of each year for the upcoming renewal year. The adjustment will be effective upon renewal of the contract and will be equal to the percentage of change in the Consumer Price Index (CPI) for the Los Angeles, Orange, Riverside, and San Bernardino County areas for the period ending March 31st of the given contract renewal.

3. ESCALATION/DE-ESCALATION

- a. Successful bidder shall be allowed to adjust prices upon presentation of suitable proof of a price increase from manufacturer or processor. Prices for milk and dairy products will escalate or de-escalate in accordance with changes in Class I, II, III price levels regulated by the California Department of Food and Agriculture, Milk Stabilization Branch. Any changes (up or down) in price must be announced to the District by the 15th of the month preceding the month in which the change will occur. Any changes in prices must be documented by the California Bureau of Milk Market Enforcement announcement and be accompanied by conversion calculations showing manner of arriving at amount of change. In the event of a price change effective between the opening date of this price request and the inception date of the contract, the successful vendor shall reflect any decrease and may reflect any increase at the beginning of the contract.

4. CATALOG DISCOUNTS

- a. The District requests the option to purchase additional items from bidder's catalog not listed in bid. The District requests that bidders list a percentage discount on food service category items in addition to the specific products that are listed in this bid. Please state percent discount to deduct from catalog list prices at the designated place on the bid. The discount will apply to the categories current and future retail pricing at the time orders are placed. If bidders are offering more than one discount for a particular category, please include or attach the discount structure with bid response. After award, successful bidder(s) will be responsible to provide catalogs and brochures to the District. The published catalog price must be verifiable during the course of each calendar year for the term of the bid for audit purposes. All discounted pricing will be subject to the same terms and conditions as the bid items.

5. PLACING ORDERS

- a. Each District using this contract will place orders in its own name and will schedule deliveries to its own facilities. Each order will reference this bid. Each District will place orders for its facilities through the purchase order process and the purchase orders shall specify the individual district's quantity and delivery requirements.

6. DELIVERY:

- a. Price must include shipping. Delivery will be F.O.B. destination. **Delivery charges, fuel surcharges or any additional Costs associated with delivery will not be accepted or paid.** Tailgate deliveries will not be accepted. Bidder shall deliver all products to the Nutrition Services locations indicated on the purchase order. Actual delivery of the products shall be coordinated with the District or the representative(s) designated by the District in accordance with the Contract. Upon award of the bid,

supplier shall keep sufficient stocks of products and service material to insure prompt delivery and service schedules. Prompt deliver shall be determined by the District, but shall not exceed two weeks. There shall be no minimum quantities required in order for the District to place orders for needed items.

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

7. **POSTPONEMENTS/ DELAYS:**

- a. The successful bidder must have a contingency plan in place for immediate recovery should a truck breakdown or other delay(s) occur during any delivery day. If a delay occurs, the successful bidder will be responsible for contacting the District's Nutrition Services Department affected by the delay. It is requested that the successful bidder meet with the Nutrition Services Department Director to outline the proposed delivery routing prior to implementation or upon a change in routes or delivery days.

8. **MINIMUM/MAXIMUM QUANTITIES:**

- a. The District does not guarantee that a minimum or maximum amount will be purchased. Any quantities specified in this bid are estimates only. Quantities are subject to change in order to meet the needs of the Nutrition Service Department as well as individual school needs; unlimited orders within the term of the contract shall be allowed at the prices quoted. **No minimum order requirements may be imposed or will be allowed.** If a minimum or maximum quantity purchase is required by the bidder, the bid will not consider to be responsive to this solicitation.

9. **INSPECTION**

- a. All supplies/ products delivered to the District shall be in good condition at the time of delivery and is subject to inspection and rejection by the District. The District may return at the bidder's expense any supplies/ equipment which fail to meet the conditions of the bid or fail to perform properly. Such supplies and/ or equipment shall be considered as rejected and promptly replaced by the bidder. No payment shall be required until replacement is complete. Any merchandise damaged in shipment may be refused by the District and may be returned at the bidder's expense. Bidder shall trace any merchandise lost in shipment.

10. **DISCONTINUED ITEMS AND PRODUCT SUBSTITUTION**

- a. Successful bidder(s) are required to immediately notify Hesperia Unified School District's Director of Nutrition Services when manufacturers have discontinued awarded line item(s). Official notification must be in written format via USPS, fax, or e-mail referencing the bid number and line item number with written proof from the manufacturer of the discontinued item. A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price. Successful bidder (s) shall provide substantiating information when requesting consideration of a substitution as an equal. Office notification must be in written format via USPS, fax, e-mail referencing the bid number and the line item number.

11. **PRODUCT QUALITY CONTROL**

- a. The District reserves the right to discontinue service of all or any portion of any contract resulting from this bid 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.
- b. All products received under this Contract shall be processed according to the health inspection and sanitation standards for plant facilities and food processing established by the locality or state in which bidder's facility is located or by the applicable federal standards, whichever is higher.

12. **PENALTIES**

- a. Federal and State meal reimbursement lost to the District due to late and/or missed deliveries will be deducted from the payment made to the successful bidder.

13. DAMAGE TO DISTRICT PROPERTY

- a. The successful bidder shall be fully responsible for any damage to District property caused by its employees. Repairs or replacement, at the option of the District, shall be made by the successful bidder or by the District and charged to the bidder.

14. PACKAGING

- a. 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.
- b. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight

15. SAFETY REGULATIONS

- a. All items proposed in response to this bid must conform to the Safety Order of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at the time of bid. Bidders shall comply with all local, state and federal regulations, directives and laws. Bidder(s) receiving awards of items subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations, must submit to the District, Material Safety Data Sheets (MSDS) for those items, when requested.

16. HAZARDOUS MATERIALS/SUBSTANCES:

- a. If any product that will be delivered or supplied to the District as a result of this bid is listed in the Hazardous Substances list of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the vendor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.

17. PRODUCT RECALL:

- a. Successful bidder shall bear the cost incurred by the District resulting from product recall, including but not limited to, any cost initially incurred for storage and transportation; pickup, transportation and storage of recalled product(s); and price differential for replacement product, if necessary and approved by the District. Payment or credit for all cost directly related to product recall shall be made with 30 days.

18. "BUY AMERICAN" PROVISION

- a. Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.
 - 1. Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple or competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
 - 2. ALL products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify the SFA when products are purchased as non-domestic.
 - 3. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the SFA.
 - 4. Any non-domestic product delivered to the SFA, without the prior, written approval of the Food Service Director, will be rejected.

Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

19. **LEGAL REQUIREMENTS:**

- a. It shall be the responsibility of the Bidder to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Bidder(s) will in no way be a cause for relief from responsibility.
- b. Bidder(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection. The successful bidder agrees to 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.

13. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:**

- a. Awarded Bidder shall, in addition to any other obligations to indemnify the District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged.
 - i. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Bidder, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them any of them may be liable in the performance of work; or
 - ii. Violation of law, statute, ordinance, governmental administration order, rule regulation, or infringement of patent rights by contractor in the performance of work; or
 - iii. Liens, claims, or actions made by the Bidder of any subcontractor or other parties performing the work.
- b. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Bidder of any subcontractor under worker's compensation acts; disability benefit act, other employee benefit acts or any statutory bar.
- c. Any costs or expenses, including attorney's fees, incurred by the District to enforce this agreement shall be borne by the Bidder.

14. **INSURANCE:**

- a. Bidder must provide the District, within ten (10) days from the written notice of award of the contract, the following written proof of current coverage by the Bidder's insurance. The District Shall be named as an additional insured and shall be maintained during the life of the contract.

Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the District's Purchasing Department and approved prior to start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

- i. **Commercial General Liability:** Awarded Bidder (s) shall procure and maintain, for the life of the contract/agreement, Commercial Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract/agreement. It must be an occurrence form policy. The following coverage's are required:

1. Commercial General Liability: \$1,000,000 per occurrence and \$3,000,000 general aggregate for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined Single Limit for owned, hired and non-owned auto.
- ii. **Professional Liability:** The awarded Bidder (s) shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two (2) years after the completion. This insurance shall provide coverage against such liability resulting from this contract/agreement. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$5,000.00. The deductible shall be the responsibility of the insured. Professional Liability policies shall include an endorsement whereby the awarded Bidder holds harmless the District and each officer, agent and employee of the District against all claims, for personal injury or wrongful death or property damage arising out of the negligent performance or professional services or caused by an error, omission or negligent act of the awarded Bidder or anyone employed by the awarded Bidder. **This policy must be continued or tail coverage provided for two years after the date of completion of the contract/agreement.**
- iii. **Workers Compensation Insurance:** In accordance with the provisions of Section 3700 of the Labor Code, CONTRACTOR shall secure the payment of compensation to his employees. Contract shall sign and file with the DISTRICT upon award the enclosed certificate prior to performing the work under this contract.
 1. Statutory coverage in accordance with the laws of the State of California.
 2. Employer's Liability with limits of not less than \$1,000,000 bodily injury each employee/each accident. Policy limits \$1,000,000.

15. **PUBLIC RECORDS LAW:**

- a. All Bid documents or other materials submitted by the Bidder in response to this Bid will be open for inspection by any person and in accordance with California Statutes.

16. **RIGHT TO AUDIT**

- a. The successful bidder shall submit to third party audits and/or inspections initiated by the member district(s) 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. Successful Bidder 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.

17. **COST INCURRED IN RESPONDING:**

- a. All costs incurred or indirectly related to Bid preparation, representation or clarification shall be the sole responsibility of and borne by the Bidder. Bidder shall not include any such costs as part of the price as proposed in response to this Bid.

18. **INDULGENCE:**

- a. Indulgence by the District on any non-compliance by the Bidder does not constitute a waiver of any rights under this Bid.

19. **ASSIGNMENT OF CONTRACT AND/OR PAYMENT:**

- a. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Bidder without the written consent of the District. The Bidder herein shall not assign payments under this contract or agreement without prior written consent of the District.

20. **IRAN CONTRACTING ACT OF 2010**

- a. The Bidder hereby certifies that he or she or it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Iran Contracting Act of 2010. The Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the Iran Contracting Act of 2010.

21. **NON-COLLUSION DECLARATION:**

- a. The respondents shall execute and include in their Bid a non-collusion declaration.

22. **GOVERNING LAW:**

- a. The final contract between Bidder and District shall be governed by the State of California law.

23. **CERTIFICATIONS**

- a. The bidder shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

The bidder shall comply with all applicable standards, orders, or regulations issued, including:

- b. **Clean Air and Water Act:** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) list of violation Facilities. The contractor will immediately notify the District of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

- c. **Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15, et seq.** (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the bidder agrees not to use a facility listed on the EPA's List of Violating Facilities

- d. **Debarment Certification**

The USDA Certification Regarding Debarment must accompany each subsequent two (2) additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

- e. **Lobbying**

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 *CFR* Part 3018) must accompany each subsequent four (4) additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

- f. **Energy Policy and Conservation Act:** <http://legcounsel.house.gov/Comps/EPCA.pdf>.

The bidder shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

- g. **Contract Work Hours and Safety Standards Act Compliance:**
<https://www.dol.gov/whd/govcontracts/cwhssa.htm>

In performance of this Bid, the bidder shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act

- END OF SECTION -

SPECIAL PROVISIONS

1. Nutrition Guidelines are based on current Federal and State guidelines and are subject to change during the term of the Contract.
2. A complete nutritional fact label for one (1) individual serving including all ingredients and major food allergens used on the preparation of the product will be required. Information regarding school meal pattern requirements met by each product must be provided with the bid at opening. Products must specify zero grams of trans-fat per serving (Public law no. 111-296, Healthy, Hunger-Free Kids Act of 2010).
3. The District reserves the right to add or remove other milk or dairy products as may be needed throughout the term of this contract. The District may add or remove site locations as necessary.
4. All deliveries are to be to the designated storage area at each school location (See Attachment "A") during the hours indicated on the list.
5. No deliveries are to be made during school holidays and vacations; and no delivery on Saturday and Sunday.
6. Delivery slips are required with every delivery, and each delivery slip must be signed by the Site Supervisor or their designee, and a copy shall be left at the individual schools.
7. The set-up of orders and delivery times may vary per school. Successful bidder(s) must work with the Nutrition Services Department and/ or school sites on both set-up and delivery.
8. The successful bidder(s), if requested, shall be responsible to provide on-site training to school personnel in proper food service handling techniques for dispensing your product.
9. Payments for Milk and Dairy services may be invoiced after actual delivery to the required destination.
10. The District reserves the right to inspect the plant and facilities of the Bidder prior to or after award of contract. The Bidder must display a valid County Health Department permit. **A recent health department report will be required to be submitted at the time of the bid opening.**
11. The successful bidder must have a Hazard Analysis Critical Control Point Program (HACCP) for all areas of service and products including but not limited to; purchasing, receiving, holding, storage, transportation and delivery. All Bidders must provide copies of their HACCP certification records at the time of the bid submission.
12. The storage, preparation, handling, and delivery of the food products shall comply with all applicable health and safety laws and regulations. The successful Bidder shall immediately notify the District in writing of any potential disease, illness, or recalls associated with the food product which stem from improper procedures or defective food product.
13. Products and packaging stated herein shall be produced under sanitary conditions; the plant shall meet sanitary requirements of Federal, State and City agencies.
14. Food delivered individually-portioned, packaged and labeled for sale must have an ingredient label which lists allergens, if any, and MSG. Packaging must include a tamper-proof seal.
15. If requested the bidder must provide the District with a sample container, wrap and/or packaging to be used. Product name and brand/ logo clearly displayed on the package.
16. Out of Date products are to be promptly removed and replaced as requested at no cost to the District.

MILK AND DAIRY SPECIFICATIONS

1. Milk, 1% butterfat, minimum milk solids not fat 9%, US Grade A fresh, approved, pasteurized homogenized, Vitamin A & D enriched.
2. Chocolate Milk, Skim, minimum milk solids not fat 9%, US Grade A fresh, approved, pasteurized homogenized, Vitamin A and D enriched. No recombined chocolate milk.
3. All milk is to be Grade A, pasteurized, fortified with Vitamin D in the amount of 400 units per quart, and furnished in accordance with State, County, and City ordinances and delivered to the schools as directed. Fluid milk and milk products shall be delivered at a temperature between thirty-five (35°F) and forty (40°F) degrees Fahrenheit or less. Any milk delivered above forty (40°F) degrees Fahrenheit will be rejected at the successful bidder's expense. Milk products and juices must have at least a ten (10) day code date from day of delivery. Product will be returned and a credit will be required on unused products if code is out of date.
4. Yogurt products must not contain high fructose corn syrup.
5. Fluid dairy product will be properly sealed. Leaking containers will be credited at full price.
6. Orange juice should be as specified in the California Administrative Code, Title 17. The full strength juice products must have a statement on the label indicating products are 100% juice product.
7. All products furnished under this contract must be federal or state inspected.
9. Milk must be delivered fresh having a code date of not less than 10 days and cream having a code not less than 28 days.
10. Each bidder is required to furnish a Laboratory Report approved by the State Department of Public Health providing analysis on butterfat, bacteria, and coliform and milk solids not fat.
11. Packaging/containers shall be standard, leak-proof, plastic bottles or paraffin waxed paper cartons and easily opened. Nutritional information with graphic illustration and/or character shall be displayed on side panel.
12. All refrigerated milk products must be transported in refrigerated units and delivered to the school refrigerators at a temperature ranging between 35°F and 40°F.
13. The product brand and grade offered and accepted shall be supplied during the entire contract period, and no substitution shall be made except upon written approval of the District.
14. Milk orders will be placed for products used in full case quantities whenever possible. Partial cases and/or unit counts may be necessary for products such as skim milk, etc., to be delivered as ordered.
15. The successful Bidder agrees to replace or give credit for any milk and dairy products, when tested, does not meet the requirements of the foregoing specifications, if requested by the District to do so. Credit for unsold milk shall be given before school vacations including Christmas, winter, spring, and summer.
16. The successful bidder will be required to pick up empty milk crates when milk is delivered and prior to school holidays and vacations. Milk crates will be maintained in a clean and sanitary condition.
17. Bidders to certify in writing on the bidder's letterhead and submit to the District that Bovine Growth Hormone (BGH) is or is not administered to herds that supply milk to dairy with this bid.

BID FORM
 Bid #17-108 Dairy Products

Name of Bidder: _____

To: Hesperia Unified School District, acting by and through the Governing Board, herein called the "DISTRICT."

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Introduction/ Background, Site Locations and Delivery Information, Calendar of Events, Instructions and Conditions, Bid Form, Bid Form Price Sheet, Non-Collusion Declaration, Suspension and Debarment Certification, Certification Regarding Lobbying and Disclosure of Activities, Iran Contracting Act of 2010 Compliance Affidavit, Alcohol and Tobacco-Free School Policy, Drug-Free Workplace Certification, Contractors Certificate Regarding Workers' Compensation, all insurance requirements, General Terms and Conditions, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Bid No. 17-108 Dairy Products

all in strict conformity with the Bid Documents, including the Addenda Nos. acknowledged below and on file at the office of the **DISTRICT** for the sums as set forth in the Bid Form Pricing Sheet.

The Bidder acknowledges receipt of addendums to Bid #17-108.

<i>Addenda Number</i>						<i>Initial Here</i>
<i>Date</i>						

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT certificates and endorsements of insurance, the Workers' Compensation Certificate, and any other required documentation, within five (5) working days of the notice of award of the contract.

4. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder stated below in Section 5.

5. The name(s) of all persons interested in the bid as principals are as follows:

Name	Address	Phone/ Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the bid documents and that such licenses and permits will be in force and effect throughout the Agreement.

7. The bidder, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold.

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

10. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT that is sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

11. Time is of the essence.

12. The required non collusion declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

13. Bidder shall certify compliance in providing the following by checking below:

- Product Recall Program
- A copy of the bidder's Product Recall Program must be submitted with bid.
- Food Security and Safety Program
- A copy of the bidder's Food Security and Safety Program must be submitted with bid.
- Hazard Analysis Critical Control Point Plan
- A copy of the bidder's Hazard Analysis Critical Control Plan must be submitted with bid.
- Disaster Contingency Plan
- A copy of the bidder's Disaster Contingency Plan must be submitted with bid.

14. Failure to complete the Bid Form and Bid Form Price Sheet in its entirety will render a bidder nonresponsive.

15. Bid prices are to include delivery, F.O.B. Hesperia Unified School District.

16. The required bid security is attached hereto.

17. A recent copy of the bidder's health department report is attached hereto.

18. All Foods meet the USDA's "All Foods Sold in Schools" Nutrition Standards.

19. List of References

Please provide references of school districts and/or any public agencies that bidder has contracted with to provide Dairy Products for Nutrition Services programs.

1. Name: _____
 Address and Telephone: _____

 Contact Person: _____
 Description of Work: _____

 Contract Amount: \$ _____

2. Name: _____
 Address and Telephone: _____

 Contact Person: _____
 Description of Work: _____

 Contract Amount: \$ _____

3. Name: _____
 Address and Telephone: _____

 Contact Person: _____
 Description of Work: _____

 Contract Amount: \$ _____

20. Pursuant to Public Contract Code Section 20118, at the option of the successful bidder, other school districts may purchase identical items under the price, terms and conditions of this bid for the term specified by the Hesperia Unified School District. Hesperia Unified School District waives its right to require such other District's and Agencies to draw their warrants in the favor of the District as provided in said code sections.

Acceptance or rejection of this provision will not affect the awarding of this bid.

PIGGYBACK OPTION GRANTED: _____

PIGGYBACK OPTION NOT GRANTED: _____

21. **Certification by Bidder:**

I hereby certify that I am able to commit the firm to the Bid submitted.

_____ Date

_____ Telephone Number

_____ Company Name

_____ Fax Number

_____ Authorized Signature

If you are submitting a proposal as a corporation, please provide your corporate seal here:

_____ Print Name

_____ Title

_____ Street Address

_____ City State Zip Code

BID FORM PRICE SHEET
Bid #17-108 Dairy Products

Product specifications are based on products and pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available. Some specific brands and specifications shown have been established by the District based on the District's research and expertise, popularity of the item, and/or brand name recognition. The District's Nutrition Services Department Director will be the sole judge as to whether such alternate or "equal" products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District.

The District currently purchases Milk and Dairy Products from Driftwood Dairy.

Line Item No.	Product Code	Product Description	Brand Bid	Est. Annual Usage	Case, Pack or Unit Size	Bid Unit Price	Extended Price
1		NONFAT ½ PT PP LACTAID OR EQUAL		800			
2		MILK, WHITE, 1% LOW-FAT, ½ PT ECO CARTON		45,000			
3		MILK, 1% LOWFAT UHT 27/8 OZ CS		700			
4		MILK, 1% LOWFAT POUCH 1/2 PT		200,000			
5		MILK, CHOCOLATE, NONFAT 1/2 PT ECO CARTON		225,000			
6		MOO CNF UHT CS 27/8 OZ.		1,000			
7		MILK, CHOCHOLATE, NONFAT POUCH 1/2 PT		2,400,000			
8		ORANGE JUICE, 4 OZ ECO DW		41,000			
9		ORANGE JUICE, 4 OZ FOIL POUCH		140,000			
10		APPLE JUICE, 4 OZ ECO		65,000			
11		APPLE JUICE, 4 OZ FOIL POUCH		475,000			
12		WILDBERRY JUICE, 4 OZ ECO		50,000			
13		WILDBERRY JUICE, 4 OZ FOIL POUCH		210,000			
14		MILK, SOY, 24/8 OZ., PACIFIC SOY OR EQUAL		275			
15		YOGURT, STRAWBERRY/BANANA 48/4oz, DANNON OR EQUAL		200			
16		YOGURT, STRAWBERRY 48/4oz, DANNON OR EQUAL		50			
17		YOGURT, VANILLA, QUART		2,000			
18		YOGURT, NONFAT, VANILLA, CS 4/5#, UPSTATE OR EQUAL		1,000			
19		STRING CHEESE, MOZZ. 1 OZ. (96 CT)		50			
20		PERCENTAGE (%) DISCOUNT OFF LIST PRICE FOR ADDITIONAL PRODUCTS NOT LISTED ON BID		_____ %			

Is there an online system available for the District to place orders? YES _____ NO _____

Upon request, will you supply USDA Certificates of quality and conditions? YES _____ NO _____

**SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE**

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

OR

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime _____ Subawardee Tier _____, if known Congressional District, if known:	<input type="checkbox"/> If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
<input type="checkbox"/> Federal Department/Agency:	<input type="checkbox"/> Federal Program Name/Description: CFDA Number, if applicable:	
<input type="checkbox"/> Federal Action Number, if known:	<input type="checkbox"/> Award Amount, if known: \$	
<input type="checkbox"/> a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
<input type="checkbox"/> Amount of Payment (check all that apply): \$ _____ actual planned	<input type="checkbox"/> Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred Other; specify: _____	
<input type="checkbox"/> Form of Payment (check all that apply): Cash In-kind; specify: Nature _____ Value _____		
<input type="checkbox"/> Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:		

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No: (_____) _____

Date: _____

Federal Use Only:

Authorized for local reproduction
Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 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 (No. 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 No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

(FORM MUST BE SUBMITTED WITH THE BID)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC §2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

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 (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and Federal ID Number if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

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

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

OPTION #2: EXEMPTION

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

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

-End of Section –

ALCOHOL AND TOBACCO-FREE SCHOOL POLICY
(FORM MUST BE SUBMITTED WITH THE BID)

In the interest of public health, the Hesperia Unified School District provides an alcohol and tobacco-free environment. Smoking or the use of any tobacco products and/or alcoholic beverages are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of the Alcohol and Tobacco-Free School Policy and hereby certify that my employees and I will adhere to the requirements of the policy.

Name of Contractor

Signature

Date

DRUG-FREE WORKPLACE CERTIFICATION
(FORM MUST BE SUBMITTED WITH THE BID)

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

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

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

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

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

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

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

CONTRACTORS CERTIFICATE REGARDING WORKERS' COMPENSATION
(FORM MUST BE SUBMITTED WITH THE BID)

I hereby affirm, under penalty of perjury, one of the following declarations:

I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Section 3700 of the Labor Code, for the duration of any business activities conducted for which this license is issued.

I have and will maintain workers' compensation insurance, as required by Labor Code Section 3700, for the duration of any business activities conducted for which this license is issued.

My workers' compensation insurance and policy number are:

Carrier _____

Policy Number _____

I am exempt from the requirement to obtain workers' compensation insurance under California Business and Professions Code Section 7125(b).

You must check only one of the following boxes:

I do not employ anyone in the manner subject to the workers' compensation laws of California

I am an out-of-state contractor, and I do not hire employees who reside in California. (You must provide a certificate of insurance from your workers' compensation insurance carrier.)

I certify that in the performance of any business activities for which this license is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall comply with the provisions of Labor Code Section 3700.

Company Name _____

Print Name _____ Date _____

Signature _____

Warning: Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to \$100,000, in addition to the cost of compensation, damages, interest, and attorney's fees, as provided in Labor Code Section 3706.

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

Hesperia Unified School District

Bid#17-108 Dairy Products

NON-COLLUSION DECLARATION

(To Be Executed By Bidder and Submitted With Bid)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached Bid; that the attached 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, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, 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 declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this ____ day of _____, 20____, at _____, California

By: _____

Name: _____

Title: _____

Authority: Public Contract Code 7106

QUICK REFERENCE CARDS FOR USDA “ALL FOODS SOLD IN SCHOOLS” STANDARDS

USDA recently published practical, science-based nutrition standards for snack foods and beverages sold to children at school during the school day. The standards, required by the Healthy, Hunger-Free Kids Act of 2010, will allow schools to offer healthier snack foods to children, while limiting junk food.

The health of today's school environment continues to improve. Students across the country are now offered healthier school lunches with more fruits, vegetables and whole grains. The Smart Snacks in School standards will build on those healthy advancements and ensure that kids are only offered tasty and nutritious foods during the school day.

Smart Snacks in School also support efforts by school food service staff, school administrators, teachers, parents and the school community, all working hard to instill healthy habits in students.

ELEMENTARY SCHOOL-FOOD RESTRICTIONS

References: *Education Code* sections 49430, 49431, 49431.7; *California Code of Regulations* sections 15575, 15577, 15578; *Code of Federal Regulations* sections 210.11, 220.12

An **elementary school** contains no grade higher than grade 6.
Effective from midnight to one-half hour after the end of the official school day.
Applies to ALL foods sold to students by any entity.
Sold means the exchange of food for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

Compliant foods

Must meet one of the following general food standards:

- Be a fruit, vegetable, dairy, protein, or whole grain item* (or have one of these as the first ingredient), or
- Be a combination food containing at least ¼ cup fruit or vegetable.

AND must meet the following nutrition standards:

- ≤ 35% calories from fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo, fruit, non-fried vegetables, seafood), **and**
- < 10% calories from saturated fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo), **and**
- ≤ 35% sugar by weight (except fruit**, non-fried vegetables, dried fruit and nut/seed combo), **and**
- < 0.5 grams trans fat per serving (no exceptions), **and**
- ≤ 200 milligrams sodium per item/container (no exceptions), **and**
- ≤ 200 calories per item/container (no exceptions)

Paired foods:

- If exempt food(s) are combined with nonexempt food(s) or added fat/sugar they must meet ALL nutrition standards above.
- If two foods exempt from one or more of the nutrition standards are paired together and sold as a single item, the item must meet for trans fat, sodium, and calories.

* A whole grain item contains:

- The statement “Diets rich in whole grain foods... and low in total fat... may help reduce the risk of heart disease...,” **or**
- A whole grain as the first ingredient, **or**
- A combination of whole grain ingredients comprising at least 51% of the total grain weight (manufacturer must verify), **or**
- At least 51% whole grain by weight.

** Dried blueberries cranberries, cherries, tropical fruit, chopped dates, or chopped figs that contain added sugar are exempt from fat and sugar standards. Canned fruit in 100% juice only.

CHECK YOUR DISTRICT’S WELLNESS POLICY FOR STRICTER RULES.

Groups or individuals selling foods/beverages to students must keep their own records as proof of compliance.

ELEMENTARY SCHOOL-BEVERAGE RESTRICTIONS

References: *Education Code* Section 49431.5, *California Code of Regulations* Section 15576, *Code of Federal Regulations* sections 210.10, 210.11, 220.8, 220.12

An **elementary school** contains no grade higher than grade 6.
Effective from midnight to one-half hour after the end of the official school day.
Applies to ALL beverages sold to students by any entity.
Sold means the exchange of beverages for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

A compliant beverage must be marketed or labeled as a fruit and/or vegetable juice, milk, non-dairy milk, or water AND meet all criteria under that specific category.

Compliant beverages:

1. Fruit or Vegetable juice:
 - a. ≥ 50% juice **and**
 - b. No added sweeteners
 - c. ≤ 8 fl. oz. serving size
2. Milk:
 - a. Cow’s or goat’s milk, **and**
 - b. 1% (unflavored), nonfat (flavored, unflavored), **and**
 - c. Contains Vitamins A & D, **and**
 - d. ≥ 25% of the calcium Daily Value per 8 fl. oz., **and**
 - e. ≤ 28 grams of total sugar per 8 fl. oz.
 - f. ≤ 8 fl. oz. serving size
3. Non-dairy milk:
 - a. Nutritionally equivalent to milk (see 7 CFR 210.10(d)(3), 220.8(i)(3)), must contain per 8 fl. oz.:
 - ≥ 276 mg calcium
 - ≥ 8 g protein
 - ≥ 500 IU Vit A
 - ≥ 100 IU Vit D
 - ≥ 24 mg magnesium
 - ≥ 222 mg phosphorus
 - ≥ 349 mg potassium
 - ≥ 0.44 mg riboflavin
 - ≥ 1.1 mcg Vit B12, **and**
 - b. ≤ 28 grams of total sugar per 8 fl. oz., **and**
 - c. ≤ 5 grams fat per 8 fl. oz.
 - d. ≤ 8 fl. oz. serving size
4. Water:
 - a. No added sweeteners
 - b. No serving size

All beverages must be caffeine-free (trace amounts are allowable).

ELEMENTARY SCHOOL-STUDENT ORGANIZATIONS

Reference: *California Code of Regulations* Section 15500

Student organization is defined as a group of students that are NOT associated with the curricula or academics of the school or district.
Effective from midnight to one-half hour after the end of the official school day.

Student organization sales must comply with all food and beverage standards **AND all** of the following:

1. Only **one food or beverage item** per sale.
2. The food or beverage item must be **pre-approved** by the **governing board** of the school district.
3. The sale must occur **after the last lunch period** has ended.
4. The food or beverage item **cannot be prepared on campus.**
5. Each school is allowed **four sales** per year.
6. The food or beverage item cannot be the same item **sold in the food service program** at that school during the same school day.

MIDDLE/HIGH SCHOOL-FOOD RESTRICTIONS

References: *Education Code* sections 49430, 49431.2, 49431.7, *California Code of Regulations* sections 15575, 15577, 15578, *Code of Federal Regulations* sections 210.11, 220.12

A **middle/junior high** contains grades 7 or 8, 7 to 9, 7 to 10.

A **high school** contains any of grades 10 to 12.

Effective from midnight to one-half hour after the end of the official school day.

Applies to ALL foods sold to students by any entity.

Sold means the exchange of food for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

“Snack” foods must meet one of the following general food standards:

- Be a fruit, vegetable, dairy, protein, or whole grain item* (or have one of these as the first ingredient), or
- Be a combination food containing at least ¼ cup fruit or vegetable.

AND must meet the following nutrition standards:

- ≤ 35% calories from fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo, fruit, non-fried vegetables, seafood), **and**
- < 10% calories from saturated fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo), **and**
- ≤ 35% sugar by weight (except fruit**, non-fried vegetables, dried fruit and nut/seed combo), **and**
- < 0.5 grams trans fat per serving (no exceptions), **and**
- ≤ 200 milligrams sodium per item/container (no exceptions), **and**
- ≤ 200 calories per item/container (no exceptions)

Paired foods:

- If exempt food(s) are combined with nonexempt food(s) or added fat/sugar they must meet ALL nutrition standards above.
- If two foods exempt from one or more of the nutrition standards are paired together and sold as a single item, the item must meet for trans fat, sodium, and calories.

“Entrée” foods must be intended as the main dish and be a:

- Meat/meat alternate and whole grain rich food, **or**
- Meat/meat alternate and fruit or non-fried vegetable, **or**
- Meat/meat alternate alone (cannot be yogurt, cheese, nuts, seeds, or meat snacks = these are considered a “snack” food).

AND

A competitive entrée **sold by District/School Food Service the day of or the day after** it appears on the reimbursable meal program menu must be:

- ≤ 400 calories, **and**
- ≤ 35% calories from fat
- < 0.5 grams trans fat per serving

A competitive entrée **sold by Food Service if NOT on the menu the day of or day after or any other entity (PTA, student organization, etc.)** must meet one of the following general food standards:

- Be a fruit, vegetable, dairy, protein, or whole grain item (or have one of these as the first ingredient), **or**
- Be a combination food containing at least ¼ cup fruit or vegetable

AND meet the following nutrition standards:

- ≤ 35% calories from fat, **and**
- < 10% calories from saturated fat, **and**
- ≤ 35% sugar by weight, **and**
- < 0.5 grams trans fat per serving, **and**
- ≤ 480 milligrams sodium, **and**
- ≤ 350 calories

* A whole grain item contains:

- The statement “Diets rich in whole grain foods... and low in total fat... may help reduce the risk of heart disease...,” **or**
- A whole grain as the first ingredient, **or**
- A combination of whole grain ingredients comprising at least 51% of the total grain weight (manufacturer must verify), **or**
- At least 51% whole grain by weight.

** Dried blueberries cranberries, cherries, tropical fruit, chopped dates, or chopped figs that contain added sugar are exempt from fat and sugar standards. Canned fruit in 100% juice only.

CHECK YOUR DISTRICT’S WELLNESS POLICY FOR STRICTER RULES.

Groups or individuals selling foods/beverages to students must keep their own records as proof of compliance.

MIDDLE/HIGH SCHOOL-BEVERAGE RESTRICTIONS

References: *Education Code* Section 49431.5, *California Code of Regulations* Section 15576, *Code of Federal Regulations* sections 210.10, 210.11, 220.8, 220.12

A **middle/junior high** contains grades 7 or 8, 7 to 9, 7 to 10.

A **high school** contains any of grades 10 to 12.

Effective from midnight to one-half hour after the end of the official school day.

Applies to ALL beverages sold to students by any entity.

Sold means the exchange of beverages for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

A compliant beverage must be marketed or labeled as a fruit and/or vegetable juice, milk, non-dairy milk, water, electrolyte replacement beverage/sports drink, or flavored water AND meet all criteria under that specific category.

Compliant beverages:

1. Fruit or Vegetable juice:
 - a. ≥ 50% juice **and**
 - b. No added sweeteners
 - c. ≤ 12 fl. oz. serving size
2. Milk:
 - a. Cow’s or goat’s milk, **and**
 - b. 1% (unflavored), nonfat (flavored, unflavored), **and**
 - c. Contains Vitamins A & D, **and**
 - d. ≥ 25% of the calcium Daily Value per 8 fl. oz., **and**
 - e. ≤ 28 grams of total sugar per 8 fl. oz.
 - f. ≤ 12 fl. oz. serving size
3. Non-dairy milk:
 - a. Nutritionally equivalent to milk (see 7 *CFR* 210.10(d)(3), 220.8(i)(3)), **and**
 - b. ≤ 28 grams of total sugar per 8 fl. oz., **and**
 - c. ≤ 5 grams fat per 8 fl. oz.
 - d. ≤ 12 fl. oz. serving size
4. Water:
 - a. No added sweeteners
 - b. No serving size limit
5. Electrolyte Replacement Beverages (**HIGH SCHOOLS ONLY**)
 - a. Must be either ≤ 5 calories/8 fl. oz. (no calorie) OR ≤ 40 calories/8 fl. oz. (low calorie)
 - b. Water as first ingredient
 - c. ≤ 16.8 grams added sweetener/8 fl. oz.
 - d. 10-150 mg sodium/8 fl. oz.
 - e. 10-90 mg potassium/8 fl. oz.
 - f. No added caffeine
 - g. ≤ 20 fl. oz. serving size (no calorie) OR ≤ 12 fl. oz. serving size (low calorie)
6. Flavored Water (**HIGH SCHOOLS ONLY**)
 - a. Must be either ≤ 5 calories/8 fl. oz. (no calorie) OR ≤ 40 calories/8 fl. oz. (low calorie)
 - b. No added sweetener
 - c. No added caffeine
 - d. ≤ 20 fl. oz. serving size (no calorie) OR ≤ 12 fl. oz. serving size (low calorie)

All beverages must be caffeine-free (trace amounts are allowable).

MIDDLE/HIGH SCHOOL-STUDENT ORGANIZATIONS

Reference: *California Code of Regulations* Section 15501

Student organization is defined as a group of students that are NOT associated with the curricula or academics of the school or district.

Effective from midnight to one-half hour after the end of the official school day.

Student organization sales must comply with all food and beverage standards **AND all** of the following:

1. Up to **three categories** of foods or beverages *may* be sold each day (e.g., chips, sandwiches, juices, etc.).
2. Food or beverage item(s) must be **pre-approved** by the governing board of the school district.
3. Only **one student organization** is allowed to sell each day.
4. Food(s) or beverage(s) **cannot be prepared on campus.**
5. The food or beverage categories sold **cannot** be the same as the categories **sold in the food service program** at that school during the same school day.
6. In addition to one student organization sale each day, any and **all student organizations** may sell on the **same four designated days** per year. School administration may set these dates.