

Shanél Valley Academy
1 Ralph Bettcher Drive
Hopland Ca. 95449
Telephone (707)744-1485

RFP# 2117-1-23
School Nutrition Program
Food Goods and Services

Proposals must be received by:
APRIL 15, 2023
8:00 AM

Shanél Valley Academy
Notice Inviting Bids/Proposals

NOTICE IS HEREBY GIVEN that Shanél Valley Academy, hereinafter referred to as SVA, will receive sealed Request for Proposal (RFP) from qualified Bidders, up to, but no later than **April 15, 2023**, for the award of contracts for the following:

RFP# 2117-1-23
School Nutrition Program
Food Goods and Services

All questions regarding this RFP are due on or before **March 15, 2023 at 2:00 PM** via email to: Melissa Kendall at melissa@shanelvalleyacademy.com the subject line of **“RFP# 2117-1-23”**. Only questions submitted through this process will be accepted.

Proposals are due at Shanél Valley Academy, 1 Ralph Bettcher Drive, Hopland, Ca. 95449, on or before April 15, 2023. One (1) original and two (2) hard copies of the RFP must be submitted in a sealed, clearly marked envelope. All RFPs must be date stamped in the office by the above due date. Sole responsibility rests with the Bidder to see that their RFP is received on time at the stated location. Any RFPs received after due date and time will be returned unopened to the Bidder. No exceptions will be allowed.

All proposals must conform and be responsive to this RFP, and all necessary documents must be enclosed.

Subject to applicable laws, Shanél Valley Academy reserves the right to reject any and all RFPs, to waive any informalities or irregularities therein, and to accept the proposal in whole, or portions of the proposal that, in the opinion of the Board, is in the best interest of the Shanél Valley Academy.

No Bidder may withdraw their RFP for a period of sixty (60) days after the date set for the opening.

Shanél Valley Academy reserves the right, in its sole discretion and subject to applicable laws, to determine the criteria and process whereby proposals are evaluated and awarded.

Published:

Information to Bidders

1. REQUIREMENTS

One (1) original and two (2) copies of this RFP must be mailed or delivered in a sealed envelope to the below stated address and identified with RFP number, RFP title, and name of Bidder. Emailed or faxed RFPs will not be accepted.

**Shanél Valley Academy
Attention: Business Manager
1 Ralph Bettcher Drive, Hopland, Ca. 95449**

The cost of preparing and submitting a RFP is the sole responsibility of the Bidder and shall not be chargeable in any manner to the School Food Authority, hereinafter referred to as SFA. The contents of any RFP shall not be disclosed or made available to competing entities during the evaluation process. Proposal documents must not contain any erasures, interlineations, or other corrections unless each such correction is initialed by the person or persons signing the RFP. Responsibility for errors or omissions on the part of Bidder will not be assumed by SVA.

The Bidder must complete and provide the following in their RFP package:

- a. Checklist and Questionnaire
- b. Table A-Product & Price Sheet
- c. Table B-Buy American Certification
- d. Food Safety and Sanitation Plan
- e. Product Specifications
- f. References
- g. RFP Form
- h. Supplier Certification
- i. Non-Collusion Declaration

2. AWARD CRITERIA

During the evaluation period, SVA reserves the right to conduct telephone or email conversations with a Bidder to clarify bid and ask questions.

Responsible; a bidding party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being bid.

Responsive; a bid which meets all the specifications set forth in the request for bids. Bidder is advised that SVA reserves the right to reject a RFP from a Bidder that cannot demonstrate the ability to provide the necessary products and services required under this RFP.

To be considered responsive and responsible, the RFP response must meet State and Federal National School Lunch and Snack, National School Breakfast, and USDA guidelines. To be considered responsive and responsible, Bidder's customer service, delivery and ordering system must be acceptable and meet the needs of the SFA.

SVA intends to award one contract to the highest responsive, responsible Bidder based on the award criteria.

Award Criteria	Max Points
Price-Table A	30
Customer Service - Ordering System	20
Delivery System	20
References and/or Current Job Performance	20
Geographical Preference & Buy American Certification	10
	100

3. SCHEDULE OF EVENTS

March 1, 2023	RFP Released on or before 4:00 PM
March 15, 2023 2:00 PM	Deadline to Receive Questions
March 31, 2023 2:00 PM	Answers to Questions posted
April 15, 2023	RFP Responses Due
April 21, 2023 2:00 PM	Notice of Award
May 1, 2023	Anticipated Start Date

4. TERM

The period of the contract shall be from **May 1, 2023 – May 1, 2024** inclusive, per the “Terms/Extension” paragraph of the Terms and Conditions. The term of this contract is renewable for one (1) year terms at the discretion of SVA and Bidder.

5. PRICES

Review and complete Table A.

6. BUY AMERICAN

As specified in the Buy American provision in the National School Lunch Program (subdivision (n) of section 1760 of title 42 of the United States Code), products of domestic origin are strongly preferred (processed products should be at least 51% American origin). Further, in compliance with the Choose California Produce Act, Chapter 7 Part 1 of Division 21 of the Food and Agricultural Code, where price, fitness, and quality being equal, the Board will give preference to supplies and produce that is grown, manufactured or produced in the state of California. Hence, a Certificate of Origin must be included with your response for each item listed in Table B upon request. Your response may be deemed as “unresponsive” and ineligible for contract award for failure to include information and certifications requested.

Complete Table B for any products that do not meet the Buy American Provision during any length of time during contract period.

7. TAXES

Taxes shall not be included in unit prices. SVA will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The awarded Bidder shall list separately any taxes payable by SVA and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Shanél Valley Academy is exempt from Federal Excise Tax. Upon request, SVA shall furnish the contractor Federal Tax Exemption documentation as requested.

8. PERFORMANCE GUARANTEE

The awarded Bidder may be required to provide a performance guarantee. Such requirement shall be at the discretion of the Board. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.

9. BRAND and PRODUCT SPECIFICATIONS

This RFP and any products specified within are not intended to restrict competition. Where a brand is specified, brands equal or superior to the specification are acceptable with documentation of evidence. The brand (manufacturer) name and item number must be specified.

10. SAMPLES UPON REQUEST

Samples shall be furnished free of cost to the SFA after the RFP opening. If requested, they are to be sent within seven (7) calendar days to Shanél Valley Academy, 1 Ralph Bettcher Drive, Hopland, Ca. 95449. SVA reserves the right to reject the RFP of any Bidder failing to submit the samples requested. Samples must be plainly marked with name of Bidder and RFP#. Samples will be property of SVA. Bidder hereby assumes all risks of loss or damage to samples whatever the cause. Samples offered will be evaluated and approved based on a comparison of the proposed equivalent product's nutritional information and/or child nutrition label information, ingredient list, appearance and taste to that of the specified product. The determination of equivalency shall be based solely on the opinion of the SFA.

11. QUANTITY AND QUALITY OF MATERIALS AND SERVICES

The awarded Bidder shall furnish and deliver the quantities designated by the contract documents. All materials, supplies or services furnished under the contract shall be in accordance with SVA specifications, SVA sample, or the sample furnished by the Bidder and accepted by SVA. Materials or supplies which, in the opinion of SVA, are not in accordance and conformity with SVA's specifications, shall be rejected and removed from SVA's premises at the Bidder expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the specifications or RFP sample, the cost of such test shall be paid by the Bidder. In the RFP, the Bidder certifies that all materials conform to all applicable requirements of CALOSHA and of all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., (UL) and bear the UL label.

12. ESTIMATED USAGE

Usage given is estimated based on historical data. SVA reserves the right to purchase more or less of the units specified. These quantities are not guaranteed by SVA but are included for information and planning purposes only.

13. NAME AND NATURE OF BIDDER'S LEGAL ENTITY

The Bidder shall specify in the RFP and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The RFP shall be signed under the correct firm name by an authorized officer.

14. WITHDRAWAL OF RFP

RFP proposals may be withdrawn by the Bidder prior to the time fixed for the opening of the RFP but may not be withdrawn for a period of sixty (60) days after the opening of RFPs. An awarded Bidder shall not be relieved of the bid submitted without the Boards consent or Bidder's recourse to Public Contract Code Sections 5100 et. seq.

15. ACCEPTANCE OR REJECTION

RFPs that are incomplete, not properly endorsed, do not follow the requested format, or otherwise are contrary to the guidelines may be rejected as non-responsive and non-responsible. A response to any specific item of

this RFP with terms such as “negotiable”, “will negotiate” or of similar intent, will be considered as non-responsive to the specific item.

This RFP does not commit SVA to award a contract, to pay any cost incurred in the preparation of the RFP or to procure contract for services or supplies. SVA reserves the right to accept or reject any or all RFPs received in response to this request, to negotiate terms that will be in the best interest of SVA or cancel in whole or in part this RFP. All submitted RFPs and information included therein shall become public records upon delivery to SVA. All Bidders submitting a RFP should note that the execution of any contract would be contingent upon board approval.

16. BOARD CONTACT

No bidding entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the RFP process on which the business entity intends to or has submitted a RFP. Any Bidder violating this policy shall be deemed disqualified from the RFP. Should such contact come to light after the RFP is awarded and the entity was deemed the awarded Bidder, the Board reserves the right to cancel any contract awarded, in which case, the Bidder shall be liable for any damage incurred by SVA. The Board shall exercise its best judgment for the benefit of SVA in making a decision whether to proceed or not, depending on all of the facts and circumstances.

17. GOVERNING LAW AND VENUE

In the event of litigation, the RFP documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Mendocino County.

18. RFP PROTEST

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

- a. The protest must contain a complete statement of any and all bases for the protest, and all supporting documentation.
- b. The party filing the protest must have submitted a bid for this inquiry.
- c. The protest must refer to the specific portions of all documents that form the bases for the protest.
- d. The protest must include the name, address and telephone number of the person representing the protesting party, if different from the protesting bidder.
- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to SVA no later than 5 p.m., no later than three (3) working days after the deadline for submission of the bid protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- g. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall

constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

19. PATENTS, ETC.

The Bidder shall hold SVA, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this RFP.

20. STORAGE AND PRODUCTION FACILITY REQUIREMENTS

SVA has food safety and pest control procedures in place at all of its food storage and food production facilities. In order not to compromise these procedures, any product delivered under this contract must have an audit trail that clearly demonstrates appropriate handling and storage practices. This will include providing proof of established food safety and sanitation procedures, including an active pest control program to assure proper sanitary conditions exist.

Should the Bidder change physical locations in which the product to be provided to SVA is produced and/or stored, the Bidder shall notify SVA. The facilities of the Bidder shall be accessible at all times of normal operation to be inspected by a representative of SVA.

21. SANITARY PRACTICES All products shall be produced and handled in accordance with applicable sanitary practices. Manufacturing and processing plants shall meet the standards of sanitation as determined by the Federal, State, County and City laws, as applicable.

22. EXECUTION OF CONTRACT

Issuance of a Purchase Order and signed Agreement shall be evidence of the Bidder's acceptance of this RFP.

23. DEFAULT BY CONTRACTOR

SVA shall hold the Bidder responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the awarded Bidder (s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, SVA may, upon written notice to the Bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the Bidder. The prices paid by SVA at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by SVA from the Bidder or deducted from any funds due the Bidder.

24. PROGRAM REGULATIONS

The Bidder shall be in conformance with the applicable portions of the agreement under the program. The contractor will conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, and 250. The Bidder shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The contractor's products shall meet grade level caloric, sodium, saturated fat, and trans-fat requirements.

25. AFFORDABLE CARE ACT

The Bidder understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The Bidder shall bear sole responsibility for providing health care benefits for its employees who provide services to the SFA as required by State or Federal law.

26. DISCLOSURE OF LOBBYING ACTIVITIES

Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the Bidder must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7 CFR §3018.100 (Only applies to contracts over \$100,000)

27. CERTIFICATION REGARDING LOBBYING

Pursuant to 31 USC 1352, the Bidder must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions. (Only applies to contracts over \$100,000)

28. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

The Bidder admits that all prices in this Offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offer or with any competitor certification regarding non-collusion.

29. COMPLIANCE WITH LAWS

This contract shall be in accordance with the laws in the State of California. The Responder shall comply with the current federal, state, local and other laws relative thereto.

30. RECORD KEEPING

The books and records of the Bidder pertaining to operations under this Agreement shall be available to the SFA at any reasonable time. These records are subject to inspection or audit by representatives of the SFA, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place. The SFA shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S §35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).

31. ENERGY POLICY AND CONSERVATION ACT

The Bidder shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871.)

32. EQUAL EMPLOYMENT OPPORTUNITY

The Bidder shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60-20).

33. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By signing the Offer & Award form, the Bidder shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The Bidder shall comply with regulations implementing Office of Management and Budget Guidance in Non- procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)

34. INSURANCE

The awarded Bidder shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from Bidder's operations under the contract. Also, the Bidder may be required to

file proof of such insurance, naming Shanél Valley Academy as an additional insured by separate endorsement as follows: The Bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy to be in effect during the term of the contract. CGL: \$1,000,000 each occurrence and \$5,000,000 General Aggregate. Motor Vehicle: \$1,000,000 each occurrence and \$1,000,000 General Aggregate. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the Bidder.

35. INVOICES AND PAYMENTS

Invoices are to be provided upon delivery of materials or services performed. Upon request, the awarded Bidder shall render invoices in duplicate for materials delivered or services performed under the contract, to Shanél Valley Academy, 1 Ralph Bettcher Drive, Hopland, Ca. , 95449. Invoices shall be submitted under the same firm name as shown on the Bidder. The awarded Bidder shall list separately any taxes payable by SVA and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. SVA shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized by the governing board.

36. CIVIL RIGHTS

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at the [Filing a Program Discrimination Complaint as a USDA Customer page](#) and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: 202-690-7442; or
- (3) email: program.intake@usda.gov

This institution is an equal opportunity provider.

37. CODE OF CONDUCT PROCEDURES

The United States Department of Agriculture (USDA) and the California Department of Education (CDE) regulations require Child Nutrition Program agencies to have a written Code of Conduct covering procurement practices.

These procedures govern the actions of SVA employees and its officers or agents who engage in the selection, award, and administration of contracts funded by federal awards (our meal reimbursement).

1. It is not permissible to solicit or accept gratuities, favors, gifts, travel packages and other incentives of monetary value from prospective contractors.

2. It is not permissible to participate in the selection, award, and administration of any contracts supported by a federal award if the employee has a real or apparent conflict of interest.
3. Situations when the financial interest is not substantial (such as unsolicited items of nominal value) may be acceptable, i.e., vendor promotional materials such as pens, pads of papers, desk calendars or other small items promoting their company, holiday gifts from vendors such as a small gift basket or box of chocolates, and other items offered in a vendor promotion that might be used for student or staff incentive.
4. SVA Employees violating these Codes of Conduct Procedures are subject to disciplinary actions.

It is a conflict of interest if an employee, officer or agent or any member of their immediate family, a partner, or an organization that employs or is about to employ any immediate family member, has a financial or other interest in, or would gain a tangible personal benefit from a firm considered for a contract.

Any potential conflicts of interest must be disclosed, in writing, to the California Department of Education.

38. SCOPE OF SERVICE AND EXPECTATIONS

Seeking Bidders interested in supplying foods directly to our schools to have a variety of seasonal and quality choices in the meal program.

Below are the details of the service expectations from the Bidder upon receiving the award for this RFP. Bidder must understand and agree to the following levels of service if they are to enter into a contract with SVA. It is very important that the Bidder understands that SVA's RFP not only includes the purchase of products but includes customer service and delivery expectations that must be agreed on prior to entering into this contract. Failure to meet these specifications shall entitle SVA to cancel the contract with a 30-day notice.

39. PRODUCT INFORMATION

Bidder is required to provide Product Specifications, i.e., Child Nutritional Labels, Product Formulation Statements, and/or Nutrient Fact label for all products as available. No food products shall contain trans fats. All ingredients and allergens must be declared on the product. All products must meet labeling requirements.

40. BILLING

The invoice shall be left at each school at the time of delivery and adjusted by driver for any changes. PO number, quantities, item description, pricing, date, order number, and school site information must be on all invoices. The awarded Bidder shall list separately any taxes payable by SVA and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon.

An itemized monthly statement showing each delivery location must be sent to Shanél Valley Academy by mail or a digital copy made available online. Upon request of SVA, computerized reports shall be available with items purchased and aggregate quantities, year-to-date purchase quantities per item and average unit cost.

The vendor shall issue credits for products that do not meet the below SVA standards:

- Product shortage upon delivery
- Product quality
- Food safety
- Sanitation
- Specifications set forth in this RFP

41. ORDERING

SVA will work with Bidder for ordering process. Online ordering is preferred. SVA reserves the right to add or delete products based on school needs. It is preferred the Bidder has no minimum order requirements; however, SVA will manage orders to aide in efficiency and environmental awareness.

Bidder must have food service sales specialist or customer service representative that will be able to work directly with SVA to assist with product ordering, selection, and availability. They must demonstrate a commitment to child nutrition and product knowledge.

Information on seasonal produce and specials must be supplied to SVA.

42. PACKING

All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Cases or product shall be clearly and legibly labeled with product name, date, code, weight, and count. All costs for containers shall be borne by the awarded Bidder.

All prepared vegetables are to be vacuum-packed in heavy duty, pinhole free, and food grade plastic bags.

Packages shall be so construed as to ensure safe and sanitary transportation to the point of delivery. Damaged containers may be rejected and returned for credit or immediate replacement to the original site at no cost to SVA for product or delivery.

43. DELIVERY

SVA reserves the right to make additions to, or deletions from, the lists of school sites to be served at any time during the period of the contract, and revise delivery times as required. Bidder will be required to make direct deliveries to school sites. Sites require one and/or two per week deliveries. All deliveries shall occur during the hours that the kitchens are open unless otherwise approved by SVA.

- All products must be delivered in advance of code date.
- Products must be delivered in containers that are clean. Each item shall be securely and properly packed and clearly marked as to contents.
- Trucks are to be temperature controlled and cleaned on a regular basis, free of excessive dirt and debris and clearly labeled with the name of the Bidder.
- All deliveries are to be placed into the designated storage area by the delivery driver.
- Delivery shall not be made so close to service time as to create concern by the school site. Delivery is to be pre-scheduled to coincide with school bell schedule and route flow for best reduction of expenses, mileage, and time.
- All deliveries must be accompanied by a computerized invoice. Sufficient time must be allowed at time of delivery for adequate inspection of product, not only for quantity, but also quality. Invoice will be signed by kitchen staff, who reserves the right to reject products delivered in error, not delivered according to specifications, of sub-standard quality or unusable due to code date.
- Keys for entry to sites will be provided to Bidder if needed, who will be responsible for security, and shall be liable for the cost of re-keying and providing replacement keys if damaged or lost.

- Preference given to Bidder with smaller minimum delivery.
- In the event deliveries are not made, which results in loss of reimbursement funds for SVA's meal programs, upon satisfactory agreement between the awarded Bidder and SVA, SVA will deduct the total lost reimbursement from the Bidder's current invoices.

44. SUBSTITUTIONS

Substitutions in quality or quantity shall receive prior approval from the Child Nutrition Services Department in order to qualify for payment. If substitution is unavoidable, Bidder shall offer equivalent item with SVA approval at no additional cost.

The Bidder shall submit required documentation such as Child Nutrition label, Product Formulation Statement, Nutrition Fact label, ingredient list, sample, and/or other pertinent product information as deemed necessary by Child Nutrition Services for approval prior to delivery.

45. GEOGRAPHICAL PREFERENCE

SVA seeks to increase its purchase of seasonal, minimally processed fresh fruits and raw vegetables. Reasons for purchasing local products include the potential cost savings, nutrition education for students, and quality of product.

A. The Bidder will make every effort to provide SVA with locally grown products according to the definitions below.

1. Locally Grown: **Grown within 600 miles of Hopland, California.**
2. Minimally processed: Includes refrigerating, adjusting size (peeling, slicing, dicing, cutting, chopping), washing, packaging and adding ascorbic acid or other preservatives to prevent oxidation or produce (as described in USDA's Final Rule of Geographic Preference).

B. All products designated under the geographic preference clause shall be labeled with its designating origin (grower name and address/state or area of production) on each case/invoice delivered.

Locally grown products should be generally free from insect damage and decay (flexible on grading for produce only per USDA guidance). Produce items are to be rinsed, cleaned and packed in appropriate commercial produce packaging such as waxed cardboard boxes or sanitary/reusable bins.

Checklist and Questionnaire Bidder:

<input type="checkbox"/>	Checklist and Questionnaire
<input type="checkbox"/>	Table A-Product & Price Sheet
<input type="checkbox"/>	Table B-Buy American Certification
<input type="checkbox"/>	Food Safety and Sanitation Plan
<input type="checkbox"/>	Product Specifications
<input type="checkbox"/>	References
<input type="checkbox"/>	RFP Form
<input type="checkbox"/>	Supplier Certification
<input type="checkbox"/>	Non-Collusion Declaration

1. **Please indicate how orders can be placed? Online, email, phone, etc?**

2. **What is the invoicing terms and process?**

3. **Is there a minimum for deliveries?**

4. **Can days and times are deliveries in Hopland?**

5. **What is the lead time to place orders and deadlines to meet deliveries?**

6. **Can deliveries be made outside of meal service?**

7. **How will a recall be communicated?**

Table A - Product & Price Sheet

SVA intends to award one contract for the Scope of Services.

Prices shall be in the amount specified. Taxes shall not be included. Errors may be crossed off and corrections made prior to RFP opening only and must be initialed in ink by the person or persons signing the RFP.

Bidder must quote prices FOB Destination to the delivery location, 1 Ralph Bettcher Drive, Hopland, Ca. 95449.

Attach additional sheets if necessary.

Product Description & Specifications	Unit	Unit Delivery Cost	Unit if different than stated	Meets Buy American (yes or no)	Location Grown (City, State)
APPLES, SLICED: ½ cup fruit equivalent.	100/CS				
BANANAS: Petite, green tip, uniform size. ½ cup fruit equivalent.	150/CS				
BEANS Green, trimmed fresh	2/5lb/CS				
BEEF, GROUND BULK 81%-19% Made from 100% fine ground beef. Contains no additives.	20 lb CS				
BREAD White Whole Grain, 24 Slices, fully baked	10/24 oz/CS				
BREAD Pullman Wheat, 21 slice, flat top loaf, ½ slice thickness	12/24 oz/CS				

Product Description & Specifications	Unit	Unit Delivery Cost	Unit if different than stated	Meets Buy American (yes or no)	Location Grown (City, State)
BLUEBERRIES: Cultivated frozen Grade A, contains no added sugars	2/5 lb/CS				
CHEESE: American 120 slice yellow	4-5 lb/CS				
CHEESE: Cheddar mild sliced .75 oz	8/1.5 lb/CS				
CHEESE: Mozzarella low moisture whole milk shredded Uniform size	6-5 lb/CS				
CHICKEN: Breast, whole frozen, boneless, skinless fillets, cryovac-packed, 100% all-natural	4/5lb/CS				
CHICKEN TENDER: Golden crispy fully cooked, tenderloin fritters, no antibiotics	2/5 lb CS				
CELERY STICKS: Fresh, washed and ready to use. Approximately 4" long, 1/2" diameter	20#/CS				
CROISSANT: Butter baked pinch sliced, frozen, thaw and serve	48/3oz/CS				
EGG: Liquid whole cage-free pasteurized liquid whole eggs with citric acid added	10#/CS				

Product Description & Specifications	Unit	Unit Delivery Cost	Unit if different than stated	Meets Buy American (yes or no)	Location Grown (City, State)
EGG: Shell extra-large AA cage-free	1/15 DZ/CS				
JUICE: Apple 100% juice, no added sugar, ready to drink	40/125 ml/CS				
JUICE: Orange pasteurized premium 100% juice, minimally processed to retain flavor and nutritional value	4-1 gal/CS				
KETCHUP: Packet fancy 9 gm	1000/CS				
LETTUCE: Iceberg, trimmed fresh, washed and ready to use	4/6 CT/CS				
ORANGES: Fancy #1 Grade	1/113 CT/CS				
PASTA: Lasagna egg sheet pre-cooked, frozen	40/4oz/CS				

Product Description & Specifications	Unit	Unit Delivery Cost	Unit if different than stated	Meets Buy American (yes or no)	Location Grown (City, State)
PASTA: Elbow, whole grain	2/10 lb/CS				
POTATO: Sweet tater puff, mini, frozen	6/2.5 lb/CS				
SAUCE: Taco packet mild, Heinz	200/9gm/CS				
STRAWBERRY: Fresh	8/1 lb/CS				
TOAST: French Stick, whole grain 51% French toast	12-2 lb/CS				
TURKEY: Breast fully cooked, oven-roasted, sliced .5-ounce, 99% fat free	12/1 lb/CS				
YOGURT: Yoplait, strawberry & Banana low fat, individual serving	48/4 oz/CS				
YOGURT: Plain, vanilla, low fat	6/2lb/CS				

Table B - Buy American Certification

Complete this page for any “no” responses on **Table A - Product & Price Sheet**.

By the requirements of the Richard B. Russell National School Lunch Act’s (NSLA) Buy American provision that school food authorities (SFA’s) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFA’s to purchase domestically grown and processed foods, to the maximum extent practicable.

Section 12(n) of the NSLA defines “domestic commodity or product” as one that is produced and processed in the United States substantially (greater than 51%) using agricultural commodities that are produced in the United States.

There are two situations which may warrant a waiver to permit purchases of foreign food products:

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

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

PRODUCT DESCRIPTION	INDICATE YEAR-ROUND or TIME OF YEAR	COUNTRY OF ORIGIN	DOMESTIC PRICE	NON-AMERICAN PRICE	REASON FOR WAIVER (1 or 2)

Attach additional sheets if necessary.

References

Bidder must submit three schools of similar size that are current customers. Bidder, therefore, release the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by SVA regarding the Bidder and/or Bidder's performance of work.

Name of School District: _____

Address: _____

Telephone: _____

Contact: _____

Start/End Date: _____

Name of School District: _____

Address: _____

Telephone: _____

Contact: _____

Start/End Date: _____

Name of School District: _____

Address: _____

Telephone: _____

Contact: _____

Start/End Date: _____

RFP Form

Shanél Valley Academy
1 Ralph Bettcher Drive
Hopland, Ca. 95449

Re: RFP# 2117-1-23

To: Members of the Board, Shanél Valley Academy

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Bid, Information to Bidders, Scope of Services, Table A, Table B, Terms and Conditions, and all other documents forming a part of the BID package for the above- referenced BID, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the documents contained in said BID package. The entire BID Package is submitted, together with this Bid Form.

Name of Company: _____

Legal Status (i.e., sole proprietorship, partnership, corporation): _____

Tax I.D. Number (Sole Proprietorship Only): _____

Address: _____

Authorized Representative: _____

Name (Print or Type)

Title: _____

Date: _____

Phone: _____

E-mail address: _____

Signature of Authorized Representative: _____

Supplier Certification

I, _____, am an authorized representative of/doing business as (Name of Bidder) _____, and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background checks(s) of all persons who will be providing services to the **Shanél Valley Academy** on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

As further required by Education Code Section 45125.1, attached hereto and incorporated herein is a list of the names of the employees of the undersigned who will be providing services to Shanél Valley Academy and who may come in contact with pupils. I agree to keep this list current and to notify the Shanél Valley Academy of any additions/deletions as they occur.

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_____, in _____ County, California.

Name of Bidder (please print)

Name/Title of Authorized Representative (printed)

(Signature)

Non-Collusion Declaration to be Executed by Bidder

The undersigned declares:

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

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix 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 related 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, and has not paid, and will not pay, any person or entity for such purpose.

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

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

Signature

Date

Name (Please Print)

Upon award of an Agreement under this RFP, Bidder agrees to abide by the following terms and conditions:

Terms and Conditions

Compliance with Laws

This contract shall be in accordance with the laws in the State of California. The Awarded Bidder shall comply with the current federal, state, local and other laws relative thereto.

Insurance Requirements & Indemnity

Awarded Bidder shall be an independent contractor and not an agent or employee of District under this Agreement. Awarded Bidder shall be responsible for any damage, loss, or other claim arising out of the performance of its services, or goods provided. Prior to commencement of services and goods provided and during the life of this Agreement, Awarded Bidder shall provide Shanél Valley Academy with a current certificate or policy evidencing its general liability insurance coverage, to include motor vehicle insurance, in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name Shanél Valley Academy as an additional insured. Awarded Bidder shall provide evidence of coverage upon execution of this Agreement.

Awarded Bidder agrees to defend, indemnify and hold harmless Shanél Valley Academy and its board members, directors, agents, employees and guests against any claim or demand arising from any actual or alleged act, error or omission by Awarded Bidder or by any person, firm or corporation employed directly or indirectly by Awarded Bidder or by any of the individuals participating in or associated with Awarded Bidder, however caused; and any claim or demand arising from any actual or alleged act by any person, firm or corporation, caused by any act, neglect, default or omission, of Awarded Bidder, or of any person, firm, or corporation directly or indirectly employed by Awarded Bidder upon or in connection with this Agreement, or any other persons/parties performing services arising out of or in the course of the term of this Agreement, and Awarded Bidder at his/her own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings that may be instituted against Shanél Valley Academy for any such claim or demand, and fully and completely pay or satisfy any judgment that may be rendered against Shanél Valley Academy in any such action, suit or legal proceedings or result thereof.

Nothing herein provided shall be construed to require the Awarded Bidder to hold harmless or indemnify Shanél Valley Academy for liability or damages resulting from the sole negligence or willful act or omission of Shanél Valley Academy or its officers, agents, or employees.

Awarded Bidder is not an employee of Shanél Valley Academy and shall not indemnify Awarded Bidder in any such claim. Bidder shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Awarded Bidder to account for all the above and Awarded Bidder agrees to hold Shanél Valley Academy harmless from all liability for these taxes.

Fingerprinting

Education Code section 45125.1 and 45125.2 apply to this Agreement. The Awarded Bidder shall, prior to commencement of work, comply with either of the methods of ensuring safety set forth in Education Code section 45125.2(a)(1) (installation of a physical barrier) or 45125.2(a)(2) (continual supervision by an employee of Bidder who has not been convicted of a serious or violent felony). If the Awarded Bidder elects to provide continual supervision pursuant to Education Code section 45125.2(a)(2), Awarded Bidder shall require any person affiliated with Awarded Bidder (or, in appropriate cases, himself or herself) to be fingerprinted by the Department of Justice ("DOJ") if that person will have unsupervised access to school campuses. Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, the Awarded Bidder will so certify by signing and submitting to the Governing Board of District the certification form attached. In addition, Awarded Bidder shall submit the names of those persons who have

received clearance and are authorized to have unsupervised access to school campuses on a form as indicated in the attached form. Any person whose name is not on the cleared list may not have such access. In that case, Awarded Bidder must make arrangements with Shanél Valley Academy for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses.

Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Awarded Bidder shall constitute grounds for termination of this Agreement.

Attorney Fees

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

Term/Extension

Pursuant to Education Code, Sections 17596, it is the intent of Shanél Valley Academy to award a multi-term contract. If this is a multi-term contract and assuming funds are appropriated to support continuation of services for succeeding fiscal periods, the original contract may be renewed annually for a total time of contract not to exceed three (3) consecutive fiscal years. Fiscal year is July 1 – June 30.

Termination of Contracts/Purchase Orders

Shanél Valley Academy reserves the right to terminate all purchase orders or contracts for cause by giving a ten (10) day written notice or may terminate without cause by giving a thirty (30) day written notice. Cause for termination of contract shall be, but not limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service, determined solely in Shanél Valley Academy's discretion. Purchase orders or contracts which extend into a subsequent fiscal year will automatically terminate if Shanél Valley Academy does not appropriate funds for the goods and/or services under the purchase order or contract.

Failure to Fulfill Contract

If Awarded Bidder shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications set forth in the RFP, Shanél Valley Academy may, at its sole discretion, annul and set aside the contract entered into with said Awarded Bidder, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage Shanél Valley Academy. Any failure for furnishing such articles or services by reason of the failure of the Awarded Bidder, as above stated, shall be a liability against such Awarded Bidder and his sureties. The Board of Education reserves the right to cancel any articles or services which the awarded Bidder may be unable to furnish because of economic conditions, governmental regulations, or other similar causes beyond the control of the Awarded Bidder provided satisfactory proof is furnished to the Board or Education, if requested.

Contract Exclusive

The provisions of the contract shall in no way prohibit SVA from making purchases from another supplier for the same services as herein listed.

Prevailing Wages

If contract is issued for \$1,000.00 or more, the Awarded Bidder, and any sub-supplier, shall not pay less than the general prevailing rate of per diem wages in the locality in which the work is to be performed. The California Director of Industrial Relations has determined the prevailing rate of wages for each craft, classification, or type of worker needed to execute the contract pursuant to Sections 1770 to 1780, inclusive of the California Labor Code. Copies shall be made available to any interested party upon request from them. The Bidder shall post a copy of such determination at each job site.

Proprietary Information

No portions of the submitted quote will be treated as proprietary and/or confidential information even if they are marked as such. Due to the California Public Records Act all information submitted is to be considered open for public review.

Contract

Shanél Valley Academy and Awarded Bidder with whom Board chooses to contract, if any, shall execute a written Agreement based on this RFP and the response. It is mutually agreed by and between Board and Awarded Bidder that SVA's acceptance of Awarded Bidder's proposal by issuance of a written Agreement shall create a contract between the parties thereto. The Agreement will, by default, incorporate all requirements, terms and conditions contained in this RFP, except as may be amended in the written Agreement. In the event of any conflict between this RFP and the written Agreement, the terms of this RFP will take precedence, unless otherwise specifically stated in the Agreement.