



Brentwood Union School District

255 Guthrie Lane, Brentwood, CA 94513 (925)513-6300 FAX (925)634-8583

**Brentwood Union School District
Request for Proposal No. FS 2026-1
Distribution of Commercial Grocery and Frozen Food Products**

**Kristin Nisen, RD
Food Service Coordinator
Brentwood Union School District
255 Guthrie Lane, Brentwood CA 94513
(925) 513-6337**

<https://www.brentwood.k12.ca.us/page/purchasing>

Issue Date	March 25, 2026	9:00am
Proposal Submission Deadline	May 1, 2026	9:00am
Public Bid Opening	May 1, 2026	9:00am
Expected Brentwood USD Board Approval	May 13, 2026	7:00pm

**Brentwood Union School District
Request for Proposal No. FS 2026-1
Distribution of Commercial Grocery and Frozen Food Products**

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East County Times	This Legal Notice is to be published on the following dates: First Publication: <u>March 25, 2026</u> Second Publication: <u>April 1, 2026</u>
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NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Education for the Brentwood Union School District hereinafter referred to as the “District” will receive Request for Proposal Number **FS 2026-1** for the procurement of Distribution of Commercial Frozen and Grocery Food Products.

Copies of the bid documents may be requested from Kristin Nisen, Food Service Coordinator, via email at knisen@brentwood.k12.ca.us or downloaded from the District’s website at <https://www.brentwood.k12.ca.us/page/purchasing> beginning March 25, 2026. For assistance accessing documents, contact Kristin Nisen, (925) 513-6337.

Distribution of Commercial Frozen and Grocery Food Products

Sealed bids must be delivered no later than 9:00 AM, on Friday May 1, 2026. Bids must be submitted to Kristin Nisen in a sealed envelope, marked with bid number and title. Deliver in person or by mail to Kristin Nisen, Food Service Department, Brentwood Union School District, 255 Guthrie Lane, Brentwood CA 94513. All proposals are due at the Food Service Office by the posted or advertised closing date and time. It is the vendor’s responsibility to ensure that their bid is delivered to the Food Services Department

No bidder’s conference will be held. All bidders will be responsible for obtaining any addendums or revisions to the project which will be posted in the same manner as the RFP documents. Questions or comments regarding this RFP must be put in writing and e-mailed to knisen@brentwood.k12.ca.us no later than midnight on Thursday, April 23rd, 2026. The District shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than as instructed above.

Proposals will be opened in public at 9:00am on Friday May 1, 2026, at the Food Service Office, Brentwood Union School District 255 Guthrie Lane Brentwood CA 94513

The District’s Board of Education reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

Kristin Nisen, RD
Food Service Coordinator

**Brentwood Union School District
Request for Proposal No. FS 2026-1
Distribution of Commercial Grocery and Frozen Food Products**

Request for Proposal Signature Page

This Request for Proposal (RFP) is for the pricing of distribution of Commercial Grocery and Frozen Food Products.

Please bid your lowest prices for the services on the attached Proposal Worksheet. Before bidding, please read the **Introduction, Instructions and Conditions, and Sample Provisioning Contract** and other documents to thoroughly understand the project.

Sealed bids must be delivered no later than 9:00 AM, on Friday May 1, 2026. Bids must be submitted to Kristin Nisen in a sealed envelope, marked with bid number and title. Deliver in person or by mail to Kristin Nisen, Food Service Department, Brentwood Union School District, 255 Guthrie Lane, Brentwood CA 94513. All proposals are due at the Food Service Office by the posted or advertised closing date and time. It is the vendor's responsibility to ensure that their bid is delivered to the Food Services Department

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Proposals will be opened in public at 9:00am on Friday May 1, 2026, at the Food Service Office, Brentwood Union School District 255 Guthrie Lane Brentwood CA 94513

The District's Board of Education reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

Submit all bids in a sealed envelope showing the Company Name, Bid Number, and Due Date and Time on the outside. You are encouraged to follow the Bidder Checklist to assist with ensuring a complete bid package.

If further clarification is needed, call Kristin Nisen may be reached at 925-513-6337 or knisen@brentwood.k12.ca.us.

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor.

Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Email Address	
Complete Mailing Address	
City, State, Zip	
Phone Number	
Date	

Brentwood Union School District
Request for Proposal No. FS 2026-1
Distribution of Commercial Grocery and Frozen Food Products

Bidder Checklist

Vendors Name: _____

This checklist is provided as a convenience to assist bidders in ensuring that a complete bid package is returned. It is not represented as being comprehensive and compliance therewith does not relieve the bidder of responsibility for compliance with any bid requirement which may not be mentioned specifically in this checklist. Completed original documents are required; fax or email documents will not be accepted.

All of the listed items must be fully completed and returned to constitute a complete bid package. It is not necessary to return the checklist with the Proposal.

Check ✓	Page(s)	
		Request for Proposal Signature Page <i>Return completed hard copy with original signature.</i>
		Questionnaire <i>Return completed hard copy with original signature.</i>
		References <i>Return completed hard copy.</i>
		Provisioning Contract <i>Return completed hard copy with original signature.</i>
		Equal Opportunity Employment <i>Return completed hard copy with original signature.</i>
		Non-Collusion Declaration <i>Return completed hard copy with original signature.</i>
		Certification Regarding Lobbying <i>Return completed hard copy with original signature.</i>
		Disclosure of Lobbying Activities <i>Return completed hard copy with original signature.</i>
		Debarment, Suspension, and Other Responsibility Matters <i>Return completed hard copy with original signature.</i>
		<i>Evidence of HACCP Plan, Food Security and Safety Program and Pest Control Policies</i>
	Separate Excel document	Proposal Worksheet <i>A signed Printed original hard copy of the proposal worksheet along with data storage device.</i>

Brentwood Union School District
Request for Proposal No. FS 2026-1
Distribution of Commercial Grocery and Frozen Food Products

Introduction

The Brentwood Union School District will consider Proposals from responsive and responsible vendors interested in providing distribution services of Commercial Grocery and Frozen Food Products (worksheet A) for the period of July 1, 2026-June 30, 2027. With mutual agreement, this contract may be extended for two additional 12 month periods or until the end of the school fiscal year, whichever is the shorter duration.

Deadline for Receipt of Bids. Bids must be received by **9:00 A.M., on Friday May 1, 2026**. Bids must be submitted to Kristin Nisen, Food Service Coordinator, in a sealed envelope, marked with the bid number and title.

Delivery by mail or in person to:
ATTN: Kristin Nisen
Food Services Department
Brentwood Union School District
255 Guthrie Lane
Brentwood, CA 94513

INSTRUCTIONS AND CONDITIONS

1. PREPARATION OF PROPOSALS: All pages of the Proposal must be completed and submitted in ink or typewritten. Unit price, manufacture and case count for all line items must be shown where required on the *Proposal Worksheets (yellow highlighted columns)*. Prices should be stated in units specified herein. All forms must be thoroughly completed and signed by the prospective vendor. A Bidder Checklist is included (page 6) to assist bidders in returning a complete bid package. Attachment A: Commercial Grocery and Frozen Food Products Proposal Worksheet must be returned in Excel format on a data storage device with Proposal documents.

2. BID SIGNATURES: All proposals must show the company name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled. All signatures must be in original ink.

3. ERRORS AND CORRECTIONS: No erasures are permitted. Mistakes may be crossed out and corrections made adjacent and initialed in ink by person signing the bid. Verify your bids before submission as they cannot be corrected after being opened or withdrawn until after the specified time period has elapsed.

4. INTERPRETATION OF BID DOCUMENTS: If any Vendor finds discrepancies in, omissions from the RFP documents, or has questions or comments regarding this RFP, they must be put in writing and e-mailed to knisen@brentwood.k12.ca.us no later than midnight

on Thursday, April 23, 2026. Answers to all questions received by the specified deadline may be incorporated in an RFP addendum.

If it becomes necessary for the School Districts to revise any part of this RFP, or to provide clarification or additional information after the RFP documents are released, each recipient of record of the original RFP will be notified with instructions to download a written addendum. Recipients of record are those parties, which submitted the Bidder Information Sheet to Brentwood Union School District. It shall be the responsibility of the Vendors to obtain any addendums or revisions to the project prior to the bid-submittal deadline. Answers to questions, addenda or revisions will be posted on the District website <https://www.brentwood.k12.ca.us/page/purchasing> by 4:00 p.m. on Friday, April 24, 2026. All addenda issued shall become part of the RFP.

5. REFERENCES: Three (3) customers for whom similar services were provided within the past three (3) years must be provided.

6. ACCEPTANCE OF PROPOSALS: The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within ninety (90) days after opening of same unless otherwise stipulated.

Unsolicited items, services, or incentives offered as part of the bid response will not be evaluated or considered in the award process.

7. WARRANTY of QUALITY: The vendor, manufacturer, or his assigned agent shall guarantee the food products against all defects.

(a) Cases and packaging shall be constructed to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement at no cost to the District.

(b) All product delivered shall be delivered in fresh form, with adequate shelf life, no less than two (2) weeks from the expiration date.

(c) The District reserves the right to discontinue service of any or all 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 standards, and to hold the contractor in default.

8. DELIVERY REQUIREMENTS: Deliveries shall be required at the following locations, times, and frequencies. Upon award of bid, Provisioner shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. Minimum quantities required in order for the District to place orders for needed items must be clearly indicated on the proposal forms.

Vehicles that transport perishable refrigerated or frozen food items must be equipped with appropriate refrigerated systems to maintain products at appropriate temperatures. Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Refrigerated foods must be delivered at an internal temperature of at least 41°F or lower.

Brentwood Union School District Delivery Requirements and Information

Delivery Location(s) (School/location name, street address, city, zip)	Contact Person & Phone number	Number of Deliveries Required per Week	Delivery Times	Special Information
Brentwood Elementary 200 Griffith Lane, Brentwood CA 94513	Diana Zaragoza 925-513-6368	weekly	6am-11am	Wednesday Delivery
Garin Elementary 250A First Street Brentwood CA 94513	Paulette Maxwell 925-513-6378	weekly	6am-11am	Tuesday Delivery
Isaac Montanez Elem 2340 Smith Rd Brentwood CA, 94513	Robin Guevara 925-513-6112	weekly	5am-7am	Wednesday Delivery Unable to access after 7:00am
Krey Elem 190 Crawford Drive Brentwood CA 94513	Luisa San Andres 925-513-6408	weekly	6am-11am	Wednesday Delivery
Loma Vista Elem 2110 San Jose Ave Brentwood CA 94513	Shawna Johnson 925-513-6398	weekly	6am-11am	Wednesday Delivery
Marsh Creek Elem 601 Grant St. Brentwood CA 94513	Kathryn Wolfe 925-513-6428	weekly	6am-11am	Tuesday Delivery
Mary Casey Black Elem 408 Farmington Dr Brentwood CA 94513	Lynne Moore 925-513-6438	weekly	6am-11am	Tuesday Delivery
Pioneer Elem 2010 Shady Willow Ln Brentwood CA 94513	Heidi Vasquez 925-513-6418	weekly	6am-11am	Wednesday Delivery
Ron Nunn Elem 1755 Central Blvd. Brentwood CA 94513	Sonia Mendoza 925-513-6388	weekly	6am-11am	Wednesday Delivery
Adams Middle Schl 401 American Ave Brentwood CA 94513	Amber Zesati 925-513-6458	weekly	5am-7am	Tuesday Delivery. Unable to access after 7:00am
Bristow Middle Schl 855 Minnesota Ave. Brentwood CA 94513	Cecily Melendez 925-513-6468	weekly	5:30am- 11am	Tuesday Delivery
Edna Hill Middle Schl 140 Birch Street Brentwood CA 94513	Kristine Wingate 925-513-6448	weekly	6am-11am	Tuesday Delivery
District Warehouse 255 Guthrie Lane Brentwood CA 94513	Laura Guzman 925-513-2274	quarterly	6am-2pm	as needed only

9. CONTACT INFORMATION: Please utilize the following contact information for the purposed of administration of this Proposal and resulting Contract.

School District Name	Brentwood Union School District
Complete Mailing Address	255 Guthrie Lane Brentwood CA 94513
Food Services Director Name	Kristin Nisen, RD
Email	knisen@brentwood.k12.ca.us
Phone	925-513-6337
Purchasing Agent Name	Lizandra Gutierrez
Email	agutierrez@brentwood.k12.ca.us
Phone	925-513-6325
Accounts Payable Name	Flora Escobar
Complete Mailing Address	255 Guthrie Lane Brentwood CA 94513
Email	fescobar@brentwood.k12.ca.us
Phone	925-513-6304

10. PRICING: Pricing for distribution shall be offered at a per case delivered cost. Delivered Prices and standard mark up are maximums and shall remain firm for twelve (12) months after an award of contract. The School District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Contra Costa County for products listed herein. Such lower prices are to be immediately extended to Brentwood Union School District

(b) Additional Items: Additional items may be added to this Proposal, not to exceed 10% of the value of the award. The District shall contact the successful vendor for pricing on additional items to be added to the Proposal award at any time during the bid period.

11. AWARD OF PROPOSAL: Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by a review committee. "Minimum qualifications" shall mean: complete proposals meeting all RFP instructions and conditions, received by the due date and time. Once a bidder is deemed responsible and responsive by meeting terms and conditions of the bid as well as receiving a minimum evaluation criteria score of 40 points or greater (with the exclusion of pricing), they will then further be evaluated based on line item price. If pricing between two responsible and responsive bidders is within 15% of one another, priority can be given to the distributor with lowest overall pricing of the category in which the item is designated for ease of ordering like items from same distributor.

Following the receipt of Proposals, bidders shall be ranked based on the following criteria:

Evaluation Criteria	Maximum Points
Experience, Competence, Responsive	20
Customer References	10
Responsibility and Business Sustainability	10
Food Safety - HACCP Plan and Plant Security	10
Price	50
Total Points Possible	100

Each Proposal will be evaluated based on criteria and priorities defined by the School District, with specific attention to those features, functional and technical aspects noted for each section. The School District's evaluation panel will award the contract based on the prospective vendor submission that best meets the needs of the School District with regard to the RFP specifications contained herein. Presentations/Interviews (if needed) may be requested by the evaluation panel. Vendors are advised that award may be made without interviews or further discussion.

If presentations/interviews are needed, bidders will receive notification to interview with evaluation panel.

A bidder must be able to deliver the items within the required delivery date in order to be declared responsive to this bid. The District reserves the right to make no award at all, reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

Unsolicited services or incentives offered as part of the Proposal response will NOT be evaluated or considered in the award process.

12. Bid Protest Procedure

(A) Upon completion of the evaluation of all bids for a particular procurement, the District shall issue a notice of bid/proposal action. This notice, containing the date and time of issuance, shall be posted on the district website.

(B) A bidder with a "substantial interest" who has been adversely affected by the districts selection of a bidder may protest the selection by complying with the requirements set forth herein. A bidder shall be deemed to have a "substantial interest" if the bidder would have been selected as the lowest responsive and responsible bidder but for the alleged mistake or irregularly described in the protest. If the Purchasing Manager determines that a bidder does not have a "substantial interest," that bidder is precluded from bringing a protest pursuant to this section.

(C) A bidder wishing to object to terms, conditions, specifications, procedures, selection criteria, weight of evaluation criteria or other matter set forth in the bid or proposed documents must make such objections in writing during the period of time set forth for questions and answers in the invitation to bid, request for proposal, request for qualifications or request for letters of interest. A bidder who has not raised such objections in writing during the question and answer time may not use the bid protect process to object to these matters once a notice of bid/proposal action has been posted.

(D) A bidder may file a "Notice of Intent to Protest" by emailing said notice to the Purchasing Manager within two business days of the issuance of the notice of bid/proposal

action. Such notice of protest shall include the bid or proposal number and title, the name and address of the protester, and a brief statement as to the basis of the protest.

(E) The complete written protest must be filed with the District within ten calendar days of the issuance of the notice of bid action. To be considered, the written protest must include: Bid or proposal number and title; Company name, protester's name and title, physical address of protester, and email address of protester; The facts and law upon which the protest is based; and grounds not stated shall be deemed waived; Rules, regulations or statutes pertinent to the protest; Relief which the protester seeks;

Any other information that the protester deems to be material to the protest.

(F) Upon receipt of a timely filled and complete formal written protest, the Purchasing Manager shall stay the award of the purchase order or contract until the protest is resolved, unless the Purchasing Manager determines in writing that compelling circumstances exist which require that the award be processed without further delay, in order to protect the city's interest or for the purpose of avoiding an immediate and serious danger to the public health, safety or welfare.

(G) After receipt of the timely filed and complete written protest, and upon the protester's request, the Purchasing Manager shall meet with the protester to discuss the allegations and to attempt to resolve the matter. The Purchasing Manager shall issue his or her decision on the protest within 14 calendar days of the meeting, or if no meeting is requested, within 14 days of receipt of the timely filed and complete written protest. Such decision shall be e-mailed to the protester on the date of issuance unless otherwise directed by the protester.

(H) Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

13. PROPOSAL WITHDRAWAL: Bid proposals may be withdrawn by the bidder prior to the time fixed for opening of the bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the consent of the District or bidders recourse to California Public Contract Code Sections 5100 et. seq.

14. INVOICES AND PAYMENT. Unless otherwise specified, the successful bidders shall render invoices in triplicate for materials delivered or services performed under the contract. Invoices shall be submitted immediately in a form acceptable to the District, under the same firm name as shown on the contract. The successful bidder shall list separately and taxes payable by the School Districts and shall certify on the invoices that Federal Excise Tax is not included in the prices listed. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance and approval of the invoices by the authorized District representative.

14. FOB: All pricing shall be quoted **FOB District location(s) as specified in this document or attachment thereof.** All freight charges must be included in the bid price. Any minimum delivery amounts must be listed with the bid price.

15. MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS: The District does not guarantee orders in these amounts nor shall orders be limited to these specific figures. This is an indefinite-quantity bid, however the quantities listed are a good faith estimate. Bidders shall not specify minimum or maximum quantities or charges for order types, unless specifically allowed on the bid form. Unlimited orders within the term of the contract shall be allowed to the School Districts at prices quoted. The estimated quantities listed on Worksheet A: Estimated Quantities are for the purposes of forecasting and not to be considered a promise to purchase.

The provisions of the contract shall in no way prohibit the School Districts from making an incidental purchase from another supplier for the same services listed herein.

16. HOLD HARMLESS: The vendor shall save, defend, hold harmless and indemnify the School Districts and its members against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor. Refer also to the Sample Provisioning Contract.

17. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS: The bidder hereby agrees and acknowledges that monies utilized by the School Districts to purchase the items bid is public money appropriated by the United States Department of Agriculture and State of California 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 and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

18. FAILURE TO FULFILL CONTRACT: When vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the School Districts may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, 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 of the School Districts. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board or Education, if requested. Failure to fulfill contract may result in bidder disqualification in subsequent year(s) due to non-responsible practices.

19. TERMINATION WITHOUT CAUSE. Brentwood Union School District may terminate the contract in entirety or the specific districts stake in the contract without cause by giving

thirty (30) days advance written notice to the successful bidder. If one district terminates the contract without cause, it will not alter the terms of the contract or pricing for the remaining district.

20. CONTRACT DOCUMENTS. The bidder and the School District agree that the Notice to Bidders, the Bid Instructions and Conditions, the Request for Bid, Brentwood Union School District Services Agreement, Product Listing with estimated quantities and any addenda, together with the purchase order, shall constitute the contract or contract documents.

21. TERM OF CONTRACT: Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year beginning on July 1, 2026 through June 30, 2027. Pursuant to California Education Code, Sections 17596 and 81644, this bid may be extended (by mutual consent expressed in writing) for up to two (2) additional one (1) year increments (total potential bid life of three (3) years from Board of Education award).

The extension may be granted on a year by year basis provided that the School District has deemed the products and services of the vendor satisfactory. Agreement prices that are subject to increase for each period shall be based upon percentage increase in the annual Consumer Price Index (C.P.I.) for all urban consumers for the Contra Costa County area, not to exceed five percent (5%). The adjustments to the agreement rate (prices) schedule, if any, shall be evaluated by using the percentage of change between the previous year and the current year's Consumer Price Index published by the U.S. Department of Labor's Bureau of Labor Statistics. The specific index to be reviewed is the C.P.I. for Contra Costa County- All Items Less Shelter, comparing the current year February to the prior year February rates, typically released in the month of March. The price change should be presented in writing not less than 90 days prior to the contract renewal date.

22. NON-COLLUSION DECLARATION: Each bidder submitting a proposal shall execute and deliver a non-collusion declaration in the form attached hereto. Failure to submit such non-collusion affidavit shall be grounds to reject a proposal as non-responsive.

23. "BUY AMERICAN" PROVISION: Buy American Provision (7 CFR, sections 210.21[d] and 220.16[d]; U.S. Department of Agriculture Policy Memorandum SP 38-2017)

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.

Domestic commodities or products are defined as agricultural commodities (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed products (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains an M/MA and grain component) that are processed in the United States using substantial agricultural commodities that are produced in the United States. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

Exceptions to the Buy American Provision will be used as a last resort and are only allowable for one of

the two exceptions listed below and outlined in further detail in the USDA Policy Memorandum SP 38-2017: Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

- The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, such as bananas or pineapples.
- Competitive bids reveal the costs of a United States product are 25% higher than the nondomestic product.

Vendors/distributors must document and inform the SFA of exceptions to the Buy American Provision requirement *prior* to delivery of the nondomestic commodity or product. Exceptions must be provided in writing and approved by the Child Nutrition Director prior to delivery.

The documented exception shall include the following:

- A description of the nondomestic item.
- Alternative domestic commodities or products (if applicable).
- A synopsis of what was done by the vendor to determine cost and availability of the item.
- Documentation outlining the price of both domestic and nondomestic commodities or products or lack of availability to justify the exception.
- The dates that the:
 - Vendor informed the SFA of the nondomestic commodity or product substitution,
 - Child Nutrition Director agreed to accept this food item in advance of delivery, and
 - Commodity or product was received by the SFA.

Starting in SY 2025-26, the USDA placed a cap on the percentage of SFA food dollars that can be spent on non-domestic foods. As part of this purchasing relationship, the vendor/distributor is required to provide documentation on the total food dollars spent on non-domestic foods during the contract period, itemized by product name or item code. The documentation must be sufficient so that the SFA can complete the USDA Buy American Exceptions Tracker documenting the total dollars spent on non-domestic foods in a year, by item. The vendor/distributor must work with the SFA to provide documentation that aligns with the SFA needs under this regulation.

- Beginning in School Year (SY) 2025–26, the non-domestic food purchases cap will be 10 percent.
- Beginning in SY 2028–29, the non-domestic food purchases cap will be 8 percent.
- Beginning in SY 2031–32, the non-domestic food purchases cap will be 5 percent.

Per California Food and Agriculture Code (FAC), Section 58595(c), our SFA must purchase agricultural food products grown in California before foods grown outside the state when both of the following are met:

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

Federal Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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 state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) 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:

mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW, Mail Stop 9410
Washington, D.C. 20250-9410;

fax: 202-690-7442; or

email: Program.Intake@usda.gov.

This institution is an equal opportunity provider.

Brentwood Union School District Request for Proposal No. FS 2026-1 Distribution of Commercial Grocery and Frozen Food Products
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QUESTIONNAIRE

Company Name:	
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No proposals shall receive consideration by Brentwood Union School District unless they include responses to each and every question below. Prospective bidders should respond in detail to each of the following questions. Additional pages may be used as needed for thorough, yet concise, responses.

1. Will you be able to meet the specified delivery days, hours, and deliveries per week?
Check: Yes ____ or No ____
If NO, attach proposed delivery schedule.

2. Do you require a minimum number of cases, pounds, or value for deliveries?
Check: Yes ____ or No ____
If YES please state your minimum delivery amounts (dollar amount, case quantity, etc)

3. What is your procedure for notifying customers of shortages and /or substitutions?

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

Company Name:	
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- 5. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last 2 years? If so, please explain.
- 6. Has your firm defaulted or been replaced at the will of a district during the school year within the last 2 years? If so, explain.
- 7. What is your company’s average “fill rate” to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution?
- 8. What is the lead time you require for orders that ensures a 98% fill rate?
- 9. Do you have an on-line order system? Please explain.
- 10. How will emergency deliveries (deliveries not on a scheduled date) be handled?
- 11. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on?

Company Name:	
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12. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports?

13. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas?

14. Briefly describe your food safety - HACCP plan and provisions for plant/delivery security.

15. Do you offer a percentage discount for early payment? If yes, please state terms for discount.

16. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability?

Company Name:	
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17. Will combination refrigerated/freezer trucks be used to deliver frozen and refrigerated items at the same time? Check: Yes ____ or No ____

18. Attachment A: Proposal Worksheet. On the Excel spreadsheet provided, indicate the delivered cost per case for all items listed.

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor.	
Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Date	

**Brentwood Union School District
Request for Proposal No. FS 2026-1
Distribution of Commercial Grocery and Frozen Food Products**

REFERENCES

Please submit three (3) current school district references requiring weekly deliveries to at least 6 locations.

Reference #1

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #2

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #3

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

**Brentwood Union School District
Request for Proposal No. FS 2026-1
Distribution of Commercial Grocery and Frozen Food Products**

EXHIBIT A

PROVISIONING CONTRACT

THIS PROVISIONING CONTRACT (this “Contract”) is made and entered into as of this ____ day of _____, 2026, by and between _____ (“Provisioner”), and the _____ (the “District”).

RECITALS

- A. The Brentwood Union School District (the “District”) have solicited proposals for the distribution of Commercial Grocery and Frozen Food Products via Request for Proposal Number **FS 2026-1** (the “RFP”), whereby the School Districts agrees to purchase specified products for the Districts’ use from the successful bidder.
- B. “Provisioner” is the successful bidder under such request for proposal, and the District and Provisioner hereby desire to set forth their agreement with respect to the sale to the District, and the purchase from Provisioner, of Products on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provisioner and the District hereby agree as follows:

1. Provision of Products. Provisioner shall provide to the District, from time to time as ordered by the District or their successor or assign (the “District Contact Person”) in accordance with the procedure described in Section 2 below, Products as described in the **Request for Proposals** information attached hereto.

2. Delivery of Products. The District Contact Person shall order Products from time to time by delivery to Provisioner of a Purchase Order. Provisioner shall deliver Products of the type, kind and quantity ordered in any such Purchase Order F.O.B. to District location(s) specified. The Distributor hereby agrees that the maximum delivery lead time required for the delivery of any Products is fourteen (14) days, with 50% items able to be delivered with a lead time of no more than two (2) days.

3. Price. The price shall be per case or unit for all items on worksheet A. The Provisioner shall provide pricing based on case packaging, catalog, price list, or any other commonly recognized methodology that is standard in the specific industry. The per case/unit delivery fee per this contract shall be on the attached Price Worksheet.

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

Provisioner shall enter into a Memorandum of Understanding (MOU) for Distribution Services for Delivery of Commercial Grocery and Frozen Food Products. Provisioner agrees to fulfill all terms of that MOU, including but not limited to: maintain records of inventory, sales, and delivery; and hold/recall responsibilities.

4. Term of Contract. Minimum contract term is one (1) year starting July 1, 2026. Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of the District and vendor for an additional two (2) one year periods in accordance with provisions contained in the California Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

5. Insurance. Provisioner shall carry and maintain during the entire term of this Contract the following insurance coverage:

(a) Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The policy(ies) so secured and maintained shall include, among other things, coverage for contractual or assumed liability, products liability, and owned, hired and non-owned automobiles insurance and shall be maintained with so self-insured retention; Workers' Compensation Insurance in such amounts as may be required by law; and Such other insurance as is customarily maintained by large-scale processors and distributors of food products of the type, quality and grade provided for under this Contract.

(b) Provisioner shall furnish to the District certificates of insurance, signed by an authorized representative of the insurance carrier no later than thirty (30) days after the District board's approval of the Contract or prior to the first delivery of food products hereunder, whichever occurs first, which certificates shall be endorsed as follows:

“This policy shall not be suspended, cancelled, reduced in coverage or required limits of liability or amounts of insurance or non-renewed until notice has been mailed to the District. Date of suspension, cancellation, reduction or non-renewal may not be less than thirty (30) days after the date of mailing such notice. The insurance afforded by this policy is primary and any other insurance carried by the District with respect to the matters covered by such policy shall be excess and non-contributing.”

(c) The certificates of insurance and insurance policies required under this Contract shall name the District indemnities named in the Request for Proposals as additional insured. Facsimile or reproduced signatures are not acceptable. If complete and proper insurance

certificates as required hereunder are not delivered to the District within the time period provided in subsection (b) above, the District may declare the Contract unexecuted and void. The District reserves the right to require complete certified copies of the required insurance policies.

(d) The insurance companies providing the insurance required under this Contract shall be subject to the District's prior written approval, which shall not be unreasonably withheld.

(e) If Provisioner fails to purchase and maintain any insurance required under this Section 5, the District may, but shall not be obligated to, upon five (5) days' written notice to Provisioner, purchase such insurance on behalf of Provisioner and shall be entitled to be reimbursed by Provisioner promptly thereafter or deduct the amount of such premiums from amounts otherwise due to Provisioner hereunder. Any amounts expended by the District hereunder shall bear interest from the date expended until repaid to the District at the rate of ten percent (10%) per annum.

6. Indemnification. Provisioner shall hold harmless, indemnify and defend (with counsel acceptable to the District) the District, their board, directors, employees, agents and consultants from and against any and all obligations, liabilities, claims, losses, damages, costs and expenses (including attorneys' fees and costs) arising from or in connection with (a) any defects in the food products, (b) Provisioner conduct or negligent, willful or improper procedures in connection with the discharge of its responsibilities and obligations hereunder (including, without limitation, the processing of food products) or any other negligent behavior or willful misconduct of Provisioner, or (c) any breach or default by Provisioner under this Contract. The terms and provisions of this Section 6 shall survive the expiration or earlier termination of this Contract.

7. Default Remedies. The delivery of defective products, or the breach of any other term or provision of this Contract by Provisioner, shall constitute a "**Default**" of Provisioner hereunder. Provisioner shall have seven (7) days after delivery of notice of any Default from the District to cure any such Default, other than a Default relating to the delivery of defective products. No cure period shall be provided Provisioner with respect to any Default relating to the delivery of defective products. If Provisioner fails to cure the Default within the aforementioned cure period (or the Default relates to the delivery of defective products for which no cure period applies), the District may, without prejudice to any other right or remedy of the District, elect to terminate this Contract by delivery of a written termination notice to Provisioner. Immediately upon the delivery of such termination notice, this Contract shall be terminated and all rights and obligations of the parties hereunder, except those that expressly survive the termination of this Contract, shall terminate and be of no further force or effect. In addition to the right to terminate the Contract pursuant in the preceding sentence, the District may pursue any other right or remedy that may be available to it at law or in equity, which may include an action for damages measured by all additional costs and expenses incurred by the District to procure food products from other sources for the remaining term of this Contract (including, without limitation, the difference between the price charged by such other sources for the food products and the price that would have been charged for the same or similar food products hereunder).

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

9. Due Authorization. This Contract is duly authorized, executed and delivered by Provisioner, is the legal, valid and binding obligation of Provisioner enforceable against Provisioner in accordance with its terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally), and does not and will not violate any provisions of any agreement to which Provisioner is a party or may become a party or to which is it subject or may become subject. Each individual and entity executing this Contract hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Contract to the terms and provisions hereof.

10. Assignment. Provisioner shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Contract (or any part hereof) without the prior written consent of the District, which may be granted or withheld in the District's sole and absolute discretion.

11. Notices. All notices, requests, demands, consents, instructions or other communications hereunder shall be in writing (which shall include telex, telegram or telecopy) and shall be deemed to have been duly given or made upon transmittal thereof by telex, answer back received, if transmitted on a business day, otherwise on the first business day after transmittal, or on the date of confirmed dispatch if sent by telecopy on a business day, otherwise on the first business day thereafter, or upon the delivery thereof to the telegraph office if sent by telegraph on a business day, otherwise on the first business day thereafter, or three (3) business days after deposit in the mail if sent by certified mail, postage prepaid, return receipt requested, or on the next business day if sent by overnight personal delivery, in each case addressed to the party to which such notice is requested or permitted to be given or made hereunder, at the addresses and facsimile numbers set forth underneath such party's signature line to this Contract, or at such other address and/or facsimile number of which such party shall have notified in writing the party giving such notice. For purpose of this Contract, the term "business day" shall mean a day other than a Saturday, Sunday or any day on which the District is authorized or required by law to be closed.

12. Attorneys' Fees. In the event of any dispute between the District and Provisioner pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment

obtained in any such proceeding. The terms and provisions of this Section 12 shall survive the expiration or earlier termination of this Contract.

13. Waiver. No action or failure to act by the District or any District representative shall constitute a waiver of a right or duty afforded them under this Contract, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach there under, except as may be specifically agreed in writing.

14. Entire Agreement: Amendments. This Contract and all documents comprising the RFP constitute the entire and integrated agreement between the parties hereto with respect to the matters set forth therein and supersede all prior negotiations, representations or agreements, either written or oral. The documents comprising the RFP are hereby incorporated into this Contract and made a part hereof. The Contract may be amended or modified only by a writing executed by both parties hereto.

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

DISTRICT:

Brentwood Union School District

By: _____
Its (Title): _____

Address:

Phone No.:
FAX No.:

PROVISIONER:

(_____)

By: _____
Its (Title): _____

Address:

Phone No.:
FAX No.:

**Authorized Officers
Or Agents
(CORPORATE SEAL if required)**

**Brentwood Union School District
Request for Proposal No. FS 2026-1
Distribution of Commercial Grocery and Frozen Food Products**

EQUAL OPPORTUNITY EMPLOYMENT

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the _____ (Company)
is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: _____

CONTRACTOR

**NONCOLLUSION DECLARATION TO BE
EXECUTED BY BIDDER AND SUBMITTED WITH BID**
California Public Contract Code 7106

The undersigned declares:

I am _____ (insert name)
the _____
(insert proper title such as "sole owner," "partner," "president," "secretary")
of _____
(insert name of bidder or company).

The party making the foregoing bid/proposal submitted herewith to the Brentwood Union School District declares:

That all statements of fact in such bid/proposal are true;

That such bid/proposal was not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;

That the bid is genuine and not collusive or sham;

That the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a 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 conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder;

That the bidder has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury of the laws of the State of California that the above information is correct.

Signature:	Date:
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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 Vendor:		
Printed Name and Title:	Signature:	Date:

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 _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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

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

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

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

Debarment, Suspension, and Other Responsibility Matters

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

A. The participant or respondent certifies that it and its principals:

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

B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Participant or Respondent Company Name

Award Number, Contract Number, or Project Name

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

Signature(s)

Date

Attachment A: Commercial Grocery and Frozen Food Products Proposal Worksheet

This document is a separate Excel worksheet posted online to view or download at
<http://www.brentwood.k12.ca.us/BUSDBids>

Return completed document in Excel format on data storage device; data storage device
will not be returned.