



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1a

Meeting Date: May 6, 2021

Subject: Approval/Ratification of Grants, Entitlements, and Other Income Agreements
Approval/Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Operational Excellence

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Recommended Bid Awards – Supplies/Equipment
4. Recommended Bid Awards – Facilities Projects

<p>Estimated Time of Presentation: N/A Submitted by: Rose Ramos, Chief Business Officer Jessica Sulli, Contract Specialist Approved by: Jorge A. Aguilar, Superintendent</p>

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>CHILD DEVELOPMENT</u>		
Sacramento Employment & Training Agency (SETA) A21-00083	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2020/21	\$75,070 No Match
<p>8/1/21 – 7/31/22: Grant funding application for Head Start Program: Cost Of Living Adjustment (COLA). The Child Development Department enrolls and serves 736 Head Start children within part-day preschool and full-day Children’s Centers. Children ages 3-5 enrolled in the Head Start Program receive comprehensive services, including mental health and health screenings. Families are encouraged to enter into partnership agreements to set family goals. Goals include completing school, seeking new employment opportunities, nutrition education, and learning child development strategies. Registered nurses, and other health professionals provide direct services and referrals to program participants. Upon submission and approval of Child Development’s grant funding application for Head Start COLA the SCUSD Board of Education authorizes SETA to serve as the grantee, and if awarded, authorizes the Chief Business Officer to execute the sub-grant agreement with reasonable modifications and any other documents required by the funding source.</p>		

<u>SPECIAL EDUCATION</u>		
California Department of Education A21-00098	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2019/20	\$9,355,781 No Match
<p>7/1/20 – 9/30/22: Local Assistance Entitlements Grant per the Individuals with Disabilities Education Act. This is a federal entitlement grant that is distributed to the District SELPA (Special Education Local Plan Areas) in order to provide a full continuum of services for students with special needs. Funds are used to support sites with special education services in terms of allocations to fund certificated and classified positions that support the District’s special education programs.</p>		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>NUTRITION SERVICES</u>		
Producer’s Dairy EGUSD Piggyback Contract #701-20/21 New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7/1/21 – 6/30/22: One-year contract with Producer’s Dairy for milk and dairy products for the 2021/22 school year. Purchasing Services finds it is in the best interest of the District to utilize the Elk Grove Unified School District Dairy Contract #701-20/21, pursuant to Public Contract Code § 20118, which allows other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts as well as Title 2, Code of Federal Regulations §200.318(e), that allows efforts to promote cost-effective use of shared agreements where appropriate for procurement or use of common or shared goods and services.	\$1,361,372 Nutrition Services Funds

[Continued on next page]

Items to be purchased under this contract are:

Description	Approx. Annual Usage	Unit Cost	Extended Cost
1% LF Homo Vitamin D Milk, ECO (8oz)	4,145,000	.2733	\$1,132,828.50
Fat Free Homo Vitamin D Milk, ECO (8oz)	650,000	.2543	\$165,295.00
Lactaid, NF w/Calcium (8oz)	108,600	.5824	\$63,248.34
		Projected Annual Cost	\$1,361,372.14

Unrestricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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LEGAL SERVICES

Lozano Smith LLP
SA21-00018

New Contract:

Yes

No

7/1/20 – 6/30/21: Legal services as required for current services remaining in 2020-21. Services relate primarily to labor and employment matters, business, special education and board matters. The majority of the District's legal expenses relate to numerous pending and recent matters, primarily with its labor associations, including but not limited to:

- SCTA Grievance Challenging implementation of district-wide student assessments
- SCTA Unfair Practice Charge regarding district implementation of distance learning during school closures
- District's Unfair Practice Charge for SCTA's refusal to bargain in good faith over a successor contract
- SCTA Grievance seeking substantial reimbursements concerning class assignment configurations (split classes)
- SCTA Writ asserting Brown Act violations to reverse 2019 layoffs
- Development of structured negotiated agreement, expert review of District Special Education and discipline practices, and filings related to BPSB v. SCUSD
- Representation of District in various employment matters including certificated and classified employee layoffs and discipline cases.
- And finally, negotiations related to a successor collective bargaining agreement and the re-opening of schools

Original Amount:
\$2,000,000

Increase:
\$800,000

New Total:
\$2,800,000
General Fund

Legal services related to the mitigation of COVID-19 will be charged to CARES as appropriate. The amount charged to CARES for services from July to January was \$110,304, which offsets the amount ultimately charged to the General Fund.

RECOMMENDED BID AWARDS – SUPPLIES/EQUIPMENT

Bid No. RFP 21-0301, Compostable Lunch Tray

Bids Received: April 7, 2021

Recommendation: Award to P&R Paper Supply

Amount/Funding: \$340,589; Nutrition Services Funds

BIDDER	BIDDER LOCATION	AMOUNT
P&R Paper Supply	Redlands, California	\$340,589
Individual Foodservice	Bell, California	\$357,385
Bay Promo	Tampa, Florida	\$419,904
Kanak Naturals	Fort Wayne, Indiana	\$557,073

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0117-416, Father Keith B. Kenny Roof Replacement

Bids received: April 7, 2021

Recommendation: Award to Roofing and Solar Construction, Inc.

Funding Source: \$1,038,300; Measure Q Funds

BIDDER	BIDDER LOCATION	AMOUNT
Roofing and Solar Construction, Inc.	Novato, CA	\$1,038,300
Roebbelen Contracting, Inc.	El Dorado Hills, CA	\$1,447,690
Best Contracting Services, Inc.	Gardena, CA	\$1,598,933
DK Enterprise dba King's Roofing	Sacramento, CA	\$1,766,500

Bid No: 0138-416, Martin Luther King Jr. Roof Replacement

Bids received: April 7, 2021

Recommendation: Award to Roebbelen Contracting, Inc. including Alternate #1.

Amount/Funding Source: \$877,619; Measure Q Funds

BIDDER	BIDDER LOCATION	AMOUNT	ALT #1
Roebbelen Contracting, Inc.	El Dorado Hills, CA	\$807,698	\$69,921
Best Contracting Services, Inc.	Gardena, CA	\$854,000	\$127,666
DK Enterprise dba King's Roofing	Sacramento, CA	\$977,900	\$81,500

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER					
				FY	PCA	Vendor Number	Suffix		
20				13379		67439		01	
Attention Jorge Aguilar, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE				COUNTY	
Program Office Sacramento City Unified SELPA 3412				Resource Code		Revenue Object Code		34	
Telephone 916-643-9000				3310		8181		INDEX	
Name of Grant Program 2020-21 IDEA 611 Local Assistance Entitlements								0663	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date			
	\$9,355,781		\$9,355,781		07/01/2020	09/30/2022			
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency				
84.027A	H027A200116	Individuals with Disabilities Education Act Part B, Section 611			United States Department of Education				
<p>I am pleased to inform you that you have been funded for an IDEA 611 Local Assistance Entitlements grant to support the expense of educating identified students with disabilities.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (form AO-400) to:</p> <p style="text-align: center;">California Department of Education Special Education Division, Programs and Partnerships Unit 1430 N Street, Room 2401 Sacramento, CA 95814-5901</p>									
California Department of Education Contact Chris Essman, Special Education Division					Job Title Education Programs Consultant				
E-mail Address cessman@cde.ca.gov					Telephone 916-327-3507				
Signature of the State Superintendent of Public Instruction or Designee 					Date March 26, 2021				
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS									
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>									
Printed Name of Authorized Agent					Title				
E-mail Address					Telephone				
Signature 					Date				

RECEIVED

APR 20 2021

Grant Award Notification (Continued)

The following grant conditions apply:

1. This grant was awarded to the California Department of Education (CDE) by the U.S. Department of Education (ED). This program is authorized under the Individuals with Disabilities Education Act (IDEA), Part B, Section 611, as amended on December 3, 2004, and codified under Public Law (PL) 108-446, 20 *United States Code (USC)* 1400 et seq. Implementing regulations for this program are in Title 34 of the *Code of Federal Regulations (CFR)* Part 300. This grant shall be administered in accordance with the provisions of the IDEA.
2. IDEA Part B funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified in 2 *CFR* Part 200 and commonly referred to as the Uniform Guidance. The Uniform Guidance provisions in 2 *CFR* Part 200 replace provisions previously found in the Education Department General Administrative Regulations, or EDGAR, in 34 *CFR* parts 74 and 80 and prior Office of Management and Budget Circulars A-87 and A-133.
3. General assurances and certifications are required for grants supported by federal funds and are hereby incorporated by reference. For grantees that are school districts, county offices of education, or charter schools, the CDE has agreed to accept the assurances your agency currently provides in the Consolidated Application. Information about the general assurances and certifications are available on the CDE General Assurances 2020-21 web page at <https://www.cde.ca.gov/fq/fo/fm/generalassurances2020.asp>. For grantees that are state agencies, the general assurances and certification do not need to be signed and returned; however, grantees must download and keep these documents on file for compliance reviews, complaint investigations, or audits. Forms are available at the CDE Funding Forms web page at <http://www.cde.ca.gov/fq/fo/fm/ff.asp>.
4. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the AO-400 form, which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 form to the CDE.
5. In accordance with 34 *CFR* Section 300.134(b), grantees that are school districts, county offices of education, or charter schools must make the determination of the proportionate share of federal funds available to serve parentally placed private school children with disabilities under 34 *CFR* Section 300.133(b). Each grantee must complete, sign, and return the Proportionate Share Calculation (PSC) worksheet available on the CDE web site at <https://www.cde.ca.gov/sp/se/as/documents/propsharecalcwrksht2020.pdf>. Multidistrict Special Education Local Plan Areas (SELPAs) must submit the Proportionate Share Calculation Worksheet and include an attachment that provides the breakout of the proportionate share funds for its member local educational agencies. In addition, the grantee must submit the Proportionate Share Assurance (PSA), available on the CDE web site at <https://www.cde.ca.gov/sp/se/as/documents/propshareassurance2020.pdf>, for each of its member local educational agencies (LEAs) that report zero children with disabilities enrolled by their parents in private schools. If the PSA is applicable, then it must be included with the PSC worksheet. These documents must accompany the initial Expenditure report before the grantee receives IDEA funds.

Grant Award Notification (Continued)

6. The grantee must complete and return the enclosed Expenditure Report. Please ensure that these funds are appropriately reported by using the Standardized Account Code Structure indicated on this award. All approved project funds must be expended within the designated award period. Refer to the enclosed Expenditure Report for detailed information on reporting requirements and payment reimbursements. Note: The Federal Cash Management Improvement Act of 1990 was enacted by PL 101-453 and codified at 31 *USC* sections 3335, 6501, and 6503. The implementing regulations are provided in Title 31 of the *CFR* Part 205. In accordance with Title 31 *CFR* Part 205.10, the CDE grant allocations must be limited to the actual, immediate cash requirements of the grantee.
7. Upon completion of grant conditions 3 through 6, the initial payment will be processed up to the actual expenditures reported.
8. The grantee must provide the SELPA Responsible Local Agency/Administrative Unit (RLA/AU) negotiated, approved, federally recognized indirect cost rate (ICR) for agency-wide and general management costs according to *CFR* Part 200.331(a)(4). The CDE-approved rates for LEAs are available on the CDE Indirect Cost Rates (ICR) Web page at <https://www.cde.ca.gov/fg/ac/ic/>. The SELPA RLA/AU must complete the ICR Report and return with the Final Expenditure Report. When submitting ICR Report, the grantee must report the maximum allowable and actual indirect cost claimed by each SELPA RLA/AU receiving IDEA funds excluding pass through to LEAs. This grant condition does not apply to grantees who are state agencies.
9. Grantees that are school districts, county offices of education, or charter schools must return to the CDE the Final Expenditure Report and ICR Report (if applicable) no later than October 10, 2022, to meet end-of-year federal reporting and payment deadlines. Upon receipt of these documents, up to 100 percent of the grant will be reimbursed. This grant condition does not apply to grantees that are state agencies.
10. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention web page at <http://www2.ed.gov/about/offices/list/oig/hotline.html>.
11. Under authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any fiscal questions regarding this grant, please contact Timothy Nash, Associate Governmental Program Analyst, Special Education Division, by phone at 916-327-3530 or by email at PPL@cde.ca.gov.

cc: Business Fiscal Officer: Expenditure Report, PSC Worksheet, PSA Report, and ICR Report
Special Education Local Plan Area Director

Sacramento City Unified School District/Nutrition Services Milk/Dairy Products "Piggyback" Agreement SY21-22



Sacramento City Unified School District

Nutrition Services

3051 Redding Ave,
Sacramento, CA 95820
T: 916/395-5600



The Sacramento City Unified School District ("District") enters this ("Agreement") with Producer's Dairy ("Vendor") in order to incorporate a piggyback contract to supply fresh milk & dairy products under the terms and conditions hereinafter provided. The District and the Vendor agree as follows:

- ❖ **Title 2, Code of Federal Regulations, § 200.318(e) allows efforts to promote cost-effective use of shared agreements where appropriate for procurement or use of common or shared goods and services.**
- 1. The parties agree that the Vendor has entered a contract with Elk Grove Unified School District, said contract being identified as: Bid #701-20/21
- 2. The original contract award is incorporated herein by reference and is attached as "Attachment A" to this contract. All of the terms and conditions set out in the original contract are fully binding on the parties and said terms and conditions are incorporated herein.
- 3. Notwithstanding the requirement that the original contract is fully binding on the parties, the parties have agreed to include the District's terms and conditions and modify special instruction provisions of the original contract as applied to this contract between the Vendor and Sacramento City Unified School District Nutrition Services. Said terms and conditions and special instructions are herein attached as "Attachment B" to this contract.
- 4. Time period ("Term") of the agreement: (1) year upon SCUSD Board of Education approval, not to exceed original contract term: June 30, 2022.

**Sacramento City Unified School District/Nutrition Services
Milk/Dairy Products "Piggyback" Agreement SY21-22**

5. The parties have agreed on current pricing as original contract includes Escalating Clause. The District's assortment, approximate usage, unit and extended cost is as follows:

Description	Approx. Annual Usage	Unit Cost	Extended Cost
1 % LF Homo Vitamin D Milk, ECO (8 oz.)	4,145,000	\$.2733	\$1,132,828.50
Fat Free Homo Vitamin D Milk, ECO (8 oz.)	650,000	\$.2543	\$165,295.00
Lactaid, NF w/ Calcium (8 oz.)	108,600	\$.5824	\$63,248.64

		Projected Annual	\$1,361,372.14

Accepted and Agreed on the date indicated below:

Sacramento City Unified School District

Producer's Dairy Foods, Inc.

By: _____

By: 

Print Name: _____

Print Name: PATRICIA KELLY

Title: _____

Title: K12 - MANAGER



PRODUCERS DAIRY FOODS , INC.
250 EAST BELMONT AVENUE
FRESNO, CA. 93701

~~BID COPY~~
~~NO PAGES REMOVED~~

ELK GROVE UNIFIED SCHOOL DISTRICT
FOOD & NUTRITION SERVICES – DAIRY
BID # 701 – 20/21

DUE ON : MARCH 4, 2021
2:00 P.M. STANDARD TIME





March 1, 2021

BOARD OF EDUCATION
ELK GROVE UNIFIED SCHOOL DISTRICT
8431 Gerber Road.
Sacramento, Ca. 95828

Dear Sirs:

Producers Dairy Foods, Inc. appreciates the opportunity you have given us to bid on the dairy business for the incoming 2021/2022 year. Food & Nutrition Services – Dairy, Bid # 701 – 20/21, Due March 4, 2021.

We take great pride in serving your students with Producers Dairy products. Nutrition plays a big role in helping children learn, and we understand the importance of promoting healthy eating at school. Our goal is to give you and your students the best quality products at a great value with excellent service.

Patrick Kelly, School Accounts Manager, will be your contact for general requests and support. Your district will be served out of our Sacramento Branch location, with Scott Fields, Branch Manager, your contact and support on deliveries to your school locations.

Enclosed is our Bid. Please note our escalating clause.

ESCALATING CLAUSE: Producers Dairy must insert an escalating clause because of unknown factors at this time. Also, it is a requirement of the California Federal Milk Order No. 51. This escalating clause includes our raw product costs, which Producers Dairy has no control over from the dairy farmer or our carton supplier.

Respectfully,

Sean Simonian
Director of Sales

Enclosure
SS/cm



PRODUCERS DAIRY FOODS, INC.



Members of the Board

Beth Albani
Nancy Chaires Espinoza
Carmine S. Forcina
Dr. Crystal Martinez-Alire
Anthony "Tony" Perez
Sean J. Yang
Gina Jameson

Student Support Center
8431 Gerber Road
Sacramento, CA 95828

Bobbi Hew
Director, Purchasing & Warehouse

PH. 916.686.7773

NOTICE TO BIDDERS

FOR: FOOD & NUTRITION SERVICES – DAIRY

BID#: 701 - 20/21

OPEN: March 4, 2021

TIME: 2:00 P.M. Standard

Notice is hereby given that the Board of Education of the Elk Grove Unified School District, (District) County of Sacramento, State of California, will receive up to and not later than **2:00 P.M. Standard, March 4, 2021**, sealed BIDs for **FOOD & NUTRITION SERVICES – DAIRY** and that such BIDs shall be opened at the **Purchasing & Warehouse Department, Student Support Center, 8431 Gerber Road, Sacramento, CA 95828**, on the above date at the stated time.

Please return your original BID along with an electronic copy on a flash/thumb drive in a sealed envelope with the BID number and the date and time of BID opening.

Each BID must conform and be responsive to this invitation; the information for bidders, specifications, and all other documents comprising the pertinent award documents, and submitted on the printed forms provided by the District.

All inquiries regarding this BID must be submitted in writing to Kirsten Garcia, Buyer II of Purchasing & Warehouse at kgarcia@egusd.net no later than **2:00 P.M. Standard, February 26, 2021**.

Kirsten Garcia, Buyer II

Elk Grove Unified School-Excellence by Design

Elk Grove Unified School District
Food & Nutrition Services
Dairy
#701-20/21

TIME LINE

BID Issued: February 12, 2021

Response Due Date: March 4, 2021

Elk Grove Unified School District
 Food & Nutrition Services
 Dairy
 #701-20/21

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Bid Questions	Attachment B

Elk Grove Unified School District
Food & Nutrition Services
Dairy
#701-20/21

1. BID OVERVIEW

The BID is not an order. The purpose of this BID is to provide for the acquisition of dairy products for the Elk Grove Unified School District's (District) Food and Nutrition Services Department.

You/Your: Terms that refer to businesses/individuals submitting a response. The term may apply differently as the context will indicate.

- Provider - A business entity, Supplier or Vendor engaged in the business of providing parts & services.
- Bidder - A business entity submitting a response to this BID. Suppliers which may express interest in this BID, but who do not submit a response, have no obligations with respect to the BID requirements.
- Contractor - The Bidder(s) whose response to this BID is evaluated as meeting the needs of the District. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in this BID.
- Contractor's Employee - All persons who can be offered to provide the services described in the BID. All employees of the Contractor shall be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, SDI, etc.).

2. BACKGROUND

The Elk Grove Unified School District's Food & Nutrition Services Department is dedicated to supporting the District's strategic goals, through supporting the overall wellness of the student, so that every student learning in every classroom, in every subject, every day is attainable.

The District believes that healthy students are better learners; therefore we are committed to providing students with kid-friendly options that promote a healthy body and mind. The District was built on a strong foundation of teaching students the importance of healthy eating through consuming a rainbow of fresh fruits and vegetables daily as well as lean proteins, whole grains and dairy. The District has made a commitment to purchase locally, when feasible, and has built a strong Farm to School program.

Elk Grove Unified School District
Food & Nutrition Services
Dairy
#701-20/21

The District participates in the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the Child and Adult Care Food Program (CACFP), the Seamless Summer Meal Program (SSO), and the Fresh Fruit & Vegetable Program (FFVP). The District operates a Central Kitchen facility that provides fresh baked and scratch made goods to our customers daily at 65 sites. We serve approximately 40,000 meals a day, serving over 8 million meals annually.

- All schools offer breakfast and lunch service.
- 22 sites offer supper/snack service.
- 14 sites are Universal sites, where all students are provided meals at no cost.
- 6 sites provide a fruit/vegetable snack during a.m. recess.

3. CONTRACT PERIOD

Any contract resulting from this BID shall be for a period of one (1) year beginning July 1, 2021 with two (2) one-year options to renew the contract. The District reserves the right to award an Agreement to multiple bidders if it is in the best interest of the District.

- A. The District shall retain the right to add, delete, or change dairy products purchased under an awarded Agreement and may do so upon giving a thirty (30) day written notification to the Provider. If these changes cause an increase or a reduction in the cost of an awarded Agreement, said cost shall be readjusted and, when agreed upon, incorporated into an awarded Agreement. Agreement is contingent upon Board of Education approval.

4. BID CONTACT

All inquiries regarding this BID must be submitted in writing to Kirsten Garcia, Buyer II at kgarcia@egusd.net. Any interpretations, changes, additions or deletions will be made only by addendum duly issued, and a copy of such addendum will be posted at <https://www.publicpurchase.com/>.

5. BID DELIVERY

A BID shall be delivered to the District, on or before the day and hour set for the opening of the BID (See Section 9 – Scheduled Dates of Importance). The BID shall be submitted on the printed forms provided by the District and placed in a sealed envelope. Any BID received after the scheduled closing time in the Notice to Bidders submitting a BID shall be unopened. All unsigned BIDs will be rejected. After the BIDs are opened at the designated time, no commitment will be made at that time until all BIDs are evaluated for pricing, specifications and other pertinent information.

BIDs submitted in response to this BID shall become the property of the District and shall be considered public documents under applicable state law.

Elk Grove Unified School District
Food & Nutrition Services
Dairy
#701-20/21

6. BID PREPARATION

Bidders must submit one (1) original bound; clearly marked "original", (1) copy unbound, clearly marked "COPY", and one electronic copy (CD or USB drive). If there is a conflict between the electronic copy and hard copy, the original hard copy will govern.

- A. The original set of materials must be in 8-1/2" x 11" format. Bound submittals shall be provided in a white 3-ring, loose-leaf binder with the Bidders name and BID # on both the cover and the spine, with divider tabs labeled as indicated below:
- **Tab 1 – Cover Letter:**
The Cover Letter shall include a brief general statement of interest along with the contact information for anyone assigned to the District.
 - **Tab 2 – Table of Contents:**
The Table of Contents shall identify the contents of the proposal in a format consistent with the BID requirements stated herein.
 - **Tab 3 – Supporting Documentation:**
Including: Appendix A – Non Collusion Declaration
 Appendix B – Byrd Anti-Lobbying Amendment
 Appendix C – W9
 Appendix D – Fingerprinting Declaration
 Addendums – if applicable
 - **Tab 4 – Appendix E – Signature Page**
 - **Tab 5 – Appendix F – Price Schedule**
 - **Tab 6 – Attachment B – Bid Questions**
- B. The unbound copy of materials shall be formatted with (1) no divider sheets or tabs; (2) pages with proprietary information removed (if applicable); and (3) a cover sheet listing the Bidders name, the BID #, the total number of pages, and identifying those pages that were removed due to proprietary information (if applicable).
- C. The electronic copy will only be accepted on a CD or USB drive and will include all documents required to be submitted with the BID.

DISTRICT WILL NOT ACCEPT ANY BIDS SUBMITTED BY FACSIMILE OR EMAIL. ALL BIDS RECEIVED AFTER SAID TIME AND DATE WILL BE DATE AND TIME-STAMPED AND UNOPENED.

Elk Grove Unified School District
 Food & Nutrition Services
 Dairy
 #701-20/21

7. BID SUBMITTAL

BID responses shall sealed and delivered to:

Kirsten Garcia, Buyer II
 Elk Grove Unified School District
 Purchasing & Warehouse Department/Student Support Center
 8431 Gerber Road
 Sacramento, CA 95828

- A. The envelope(s) shall also have stated therein the name and address of the submitting Bidder.
- B. Any Bidder failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.

8. DOCUMENTS TO BE INCLUDED IN BID PACKAGE

Indicated a (√) next each item that the document has been included in your BID.

DOCUMENT TITLE	(√)
Appendix A – Non Collusion Declaration	✓
Appendix B – Byrd Anti-Lobbying Amendment	✓
Appendix C – W9	✓
Appendix D – Fingerprinting Declaration	✓
Appendix E – Signature Page	✓
Appendix F – Price Schedule	✓
Attachment B – Bid Questions	✓
Addendums - if applicable	NONE

9. SCHEDULED DATES OF IMPORTANCE

DESCRIPTION	DATE
Release of BID	February 12, 2021
Last day to submit questions by 2:00 PM PST/PDT	February 26, 2021
BID is due no later than 2:00 PM PST/PDT	March 4, 2021
Award	TBD
Agreement Commencement Date:	7/1/2021
Agreement Expiration Date:	6/30/2022

Elk Grove Unified School District
Food & Nutrition Services
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10. GENERAL PROPOSAL REQUIREMENTS – (SEE 10-41 BELOW)

11. BASIS OF AWARD

The responsiveness, competency and responsibility of Bidder and of their proposed subcontractors will be considered in making the award of a contract. Any Bidder before being awarded a contract may be required to furnish evidence satisfactory to the District that Bidder and their proposed subcontractors have sufficient means and experience in the type of work called for to assure completion of the awarded contract in a satisfactory manner. The District reserves the right to reject the BID of any Bidder as not responsible and not qualified to do the particular work under consideration who has previously failed to perform properly or to complete on time award contract with a District(s) of similar size to this project. Other factors that may be considered by the District to determine a responsible BID and the overall capability of the Bidder to satisfactorily complete the work under consideration may include, but are not limited to: insufficient experience, experience on other public projects, experience doing the same type of work, length of tenure and capacity with bonding or insurance company, financial stability, and whether a Bidder has been terminated on other projects.

A responsive BID is one that meets all terms, conditions, and specifications of the BID. The BID must comply with the content requirements of the BID documents. The Bidder must perform and do what is required by the BID documents, whether it be pricing in a certain way, attending a mandatory pre-proposal conference, providing bonds, etc. Other examples where a BID might be declared and found to be non-responsive include:

- A. BID is substantially incomplete,
- B. BID is not signed,
- C. BID is delivered late,
- D. No acknowledgement of critical addenda,
- E. Significant discrepancies appear in the response.

A responsive BID conforms to BID specifications. However, a BID which substantially conforms, though not strictly responsive, to a call for BIDs may be accepted if the variance cannot have affected the amount of the BID or given a Bidder an advantage or benefit not allowed other Bidders or, in other words, if the variance is inconsequential. The District reserves the right to reject any and all BIDs or alternatives and waive any informality or irregularity in the BID, and to determine responsiveness and responsibility of Bidder, including but not limited to those areas mentioned above.

BIDs will be considered valid for a period of 120 calendar days after bid closing date above.

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12. SUBMITTAL

No BID will be considered unless submitted in the manner listed in Section 6. BID PREPARATION. All Bidders submitting a BID shall be responsible for familiarizing themselves with the conditions and requirements of the BID prior to submitting their proposal.

Bidders shall thoroughly examine and be familiar with the specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document or become acquainted with all existing conditions shall in no way relieve any Bidder from any obligations with respect to Bidder's offer or to the award contract. The submission of a BID shall be taken as prima facie evidence of compliance with this section.

13. PUBLIC RECORD

All BIDs become property of the District. All BIDs, including the accepted BID and any subsequent award contract become public records per the requirements of the California Government Code, Sections 6250-6270, and "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful BID are not consider proprietary information.

The District will treat all information submitted in a BID as available for public inspection once the District has an award contract finalized with the selected Bidder. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your BID, you must identify any such information, together with the legal basis of your claim in your BID.

The Bidder agrees to defend and indemnify the District for any liability, costs, and expenses incurred in asserting such confidentiality as part of your BID. The final determination as to whether the District will assert your claim of confidentiality on your behalf shall be sole discretion of the District.

14. ERRORS AND CORRECTIONS

Bidders submitting a BID are responsible for checking carefully all conditions and specifications. The District will not be responsible for any error or omissions on the part of the Bidder submitting a BID in making a BID. No erasures are permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing the BID. Verify your BID before submission as they cannot be withdrawn or corrected after being opened.

15. NO BID

If a Bidder does not desire to submit a Bid at this time but wishes to remain on the BID list, the Bidder must return the Invitation/Notice to Bidders page with the statement "no bid at this time."

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16. ADDENDUM

Discrepancies in and omissions from the BID documents or questions as to their meaning shall, at once, be brought to the attention of Kirsten Garcia, Buyer II, kgarcia@egusd.net in writing only. Any interpretations, changes, additions or deletions will be made only by addendum duly issued, and a copy of such addendum(s) will be posted at <https://www.publicpurchase.com/>. The District will not be responsible for any other interpretations or changes. Any addendum(s) issued must be signed and returned with other BID response documents at the time and date set for the BID opening. It is the Bidder's responsibility to indicate acknowledgement, sign, and return addendums with their response.

17. LOBBYING

Failure to comply with any of the instructions stated in the BID documents may result in rejection of the BID. Any Bidder submitting a BID shall not contact, or lobby any District Board of Education member, District official employee, agent or representative during the BID process including up to the date of Board action, except as specified in the BID for contact. Any Bidder attempting to influence the BID including the submittal, review process and awarding of the BID will have their firm's BID rejected for violating this term and condition of the BID.

Any party, individual, group or firm, not submitting a BID, but which may have a financial or business interest in the award of the BID shall not contact or lobby any District Board of Education member, District official, employee, agent, contractor or representative, including up to the date of Board action. Any such contact shall be grounds for the disqualification of the Bidder. Any and all public comment regarding the Board of Education's action in the award of this BID will be accepted on the date of Board action in a public meeting pursuant to the Brown Act.

18. WITHDRAWAL OF BID

Any Bidder submitting a BID may withdraw their BID either personally or by written request, prior to BID opening.

19. BID NEGOTIATIONS

A BID response to any specific item of this BID with terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive to that specific item.

20. COST OF BID PREPARATION

Cost of preparation of the response to this Invitation for BID is solely the responsibility of the Bidder submitting a BID. The District accepts or implies no liability in the cost of preparation.

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21. AWARD OF BID

The District realizes that the products of various manufacturers/suppliers invited to quote are proprietary in nature and differ considerably in concept, design, structure, methods and materials of fabrication and finish. Although the District reserves the right to reject any and all BIDs or to waive any irregularities of informalities in any BID, the award will be made to the responsible Bidder submitting a BID who's BID represents, in the District's evaluation and judgment, the most advantageous combination of value to be delivered per dollar.

22. PREVIOUS PERFORMANCE

Bidders submitting a BID are advised that the District reserves the right to reject a BID from a Bidder submitting a BID that cannot demonstrate the ability to provide the parts or services required. Past service and delivery performance with a similar sized organization and scope of work is a factor in the determination of award against this BID. Bidders submitting a BID past performance practices and service to the District will be examined. Bidders submitting a BID who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible Bidder submitting a BID, thereby disqualifying the Bidder submitting a BID from an awarded contract.

23. COMPETENCY OF BIDDERS SUBMITTING A BID

No BID will be accepted from or awarded contract to a Bidder who is not licensed in accordance with the law, to whom a BID form has not been issued by the District and who has successfully performed on projects of similar character and scope to the proposed work. A representative of the District, prior to an award contract may examine the business premises of any Bidder submitting a BID. Bidders submitting a BID shall agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of the awarded contract. It will be the responsibility of the Bidder to obtain any clearances necessary for completion of the award contract.

24. RIGHT TO REJECT BIDS

The District reserves the right to reject any and all BIDs or any part of a BID; to waive minor defects or technicalities; or to solicit new BIDs on the same project or modified project, which may include portions of the original BID document, as the District may deem necessary and in its best interest. False, incomplete or unresponsive statements in connection with a submitted BID may be sufficient cause for rejection. The District will be the sole judge in making such determinations.

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25. INSURANCE

Limited Indemnification and Hold Harmless: Bidders and its agents, officers and employees shall defend, indemnify, and hold harmless The District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which the District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of Bidder in the performance of and in accordance with the terms of the contract entered into between Bidder and the District. The indemnification provisions contained in this contract include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this contract, or any of their agents, officers or employees or their performance under the terms of this contract. The indemnity provisions of this contract shall survive the expiration or earlier termination of this contract.

Minimum Insurance/Coverage: The District and Bidder agree to purchase and/or maintain through the duration of this contract insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this contract. For the acts and activities contemplated by this contract, at a minimum, the following shall be provided:

Commercial General Liability Insurance: Bidder shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by Bidder. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least "A, 11" status as rated in the most recent edition of Best's Insurance Reports or as amended contract between the District and Bidder. All policies shall contain a provision requiring thirty (30) days written notice to be given to the District prior to cancellation, modification, or reduction of limits.

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Additional Insured Endorsement: The District, its elected and appointed officers, agents, employees, volunteers, providers and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "the District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this contract."

Primary Insurance Endorsement: In addition to the "Additional Insured" as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Such insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the District, its elected and appointed officers, agents, employees, Bidders and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."

Certificate of Insurance: Prior to commencing services pursuant to this contract, Bidders shall provide certificates as evidence of the existence of the insurance required by this contract, on insurance certificates executed by a duly-authorized agent of Bidder's insurance provider. Such certificate shall include the Endorsements described in this contract as attachments.

Workers' Compensation: Bidder shall provide Workers' Compensation coverage as required by California law, and in signing this contract, makes the following certification: "Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this contract." Prior to commencing services pursuant to this contract, Bidder shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this contract, on an insurance certificate executed by a duly-authorized agent of Bidder's insurance provider.

Injury and Illness Prevention: Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this contract, makes the following certification: "Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this contract." The Injury and Illness Prevention Plan shall be available to the District upon request.

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Commercial Automobile Liability: If Bidder is going to operate a vehicle on the District property or transport students in any capacity. * Limits of liability shall include a minimum of \$1,000,000 combined single limit.

Conditions for coverage regarding transportation of students: Unless authorized by written contract including the parent, Bidder is not to transport students. If students need transportation to/from the Bidder premises where services are provided or any other location involving the Bidder's services, transportation of the student is to be provided by EGUSD-transportation. If under specified circumstances, and District transportation is not available, transportation of the student is not authorized without parental completion of a Student Alternate Transportation Form. Completion of this form is required even if the parent is to transport the student where otherwise District transportation would have been provided in order to receive contracted services.

Any driver (including parents) while on District business must submit prior to commencement of services, a completed and accepted Employee and Volunteer Personal Automobile Use Form. This form is to be completed if the transportation of students is for services under this contract.

Survivability: The parties' indemnity and coverage obligations shall survive the termination of this contract with respect to any claim arising from the parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this contract.

Joint Interests: In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

26. HOLD HARMLESS STIPULATION

The BID shall indemnify and hold the District, its officers, agents, and employees, harmless from and against any and all loss, liability and expense (including attorney's fees) of any nature of kind whatsoever, on account of use by the publisher or author, manufacturer or agent of any copyrighted or un-copyrighted composition, secret process, trademark, patented or un-patented, article or appliance furnished or used under this BID.

27. LIQUIDATED DAMAGES

The District shall hold the successful Bidder submitting a BID liable and responsible for all damages, which may be sustained because of his/her failure to comply with any condition herein. If the successful Bidder submitting a BID fails to furnish or deliver any materials, supplies, equipment or other services at the price quoted, or at a time and place stated, or otherwise fails to comply with the terms of this BID in its entirety the contract will be canceled and, the District may purchase the parts or services herein specified elsewhere, without further notice to the successful Bidder submitting a BID. Additional cost accrued by the District through this purchase will be deducted from any unpaid invoices.

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28. ASSIGNMENT AND SUBCONTRACTING

The contractor shall not assign or subcontract the work or any part thereof, without the previous written consent of the District, nor shall he assign, by power of attorney or otherwise, any of the money payable under awarded contract unless written consent of the District has been obtained. No right under awarded contract, or claim for any money due or to become due hereunder shall be assessed against the District or persons acting for the District, by reason of any so-called assignment of awarded contract or any part thereof, unless such assignment has been authorized by the written consent of the District. In case the contractor is permitted to assign monies due or to become due under awarded contract, the instrument of assignment shall contain a clause subordinating the claim of materials supplied for the performance of the work.

29. TERMINATION

- A. District may unilaterally terminate an awarded contract for any reason, in its absolute discretion, by giving Provider 30 day's written notice of termination.
- B. An awarded contract may also be terminated by either party upon 30 days written notice should the other party fail substantially to perform its duties or for any material breach under this contract.
- C. District may terminate or amend an awarded contract immediately upon giving written notice to Provider, 1) if advised that funds are not available from external sources for this contract or any portion thereof, including if distribution of such funds to the District is suspended or delayed; 2) if funds in District's yearly proposed and/or final budget are not appropriated by District for this contract or any portion thereof; 3) if funds that were previously appropriated for this contract are reduced, eliminated, and/or re-allocated by District as a result of mid-year budget reductions
- D. In the event of early termination, Provider shall be paid for satisfactory services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Provider, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

30. FORCE MAJEURE

The parties to this contract shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by Act of God, fire, strike, walk-out or commandeering of materials, products, plants, or facilities by the government, provided that the non-performance is not due to the fault or neglect of the supplier. In such cases, however, satisfactory evidence thereof must be presented, in written form.

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31. INVOICING

Invoices for goods and services delivered against any contract or order must be itemized by site and all applicable discounts identified. Invoices must show the Purchase Order number.

The Provider shall submit invoices to District, Accounts Payable. All invoices must reference this contract number/contract ID # and the service or item performed or provided. Payments shall be made within sixty (60) days of receipt of invoice from the Provider.

32. FINGERPRINTING REQUIREMENTS

California Education Code Section 45125.2 requires entities providing services to the District to ensure the safety of pupils where employees of the entity or subcontractors will have contact with pupils. Therefore, Provider shall certify that methods are being undertaken to ensure the pupils' safety. Certification must be accomplished by completing the District's "Declaration Regarding Employee Fingerprint and Criminal Background Check" Certification Form.

Successful Bidders submitting a BID shall submit within 90 days of award of contract, a fully executed "Declaration Regarding Employee Fingerprinting and Criminal Background Check" if it is found to be necessary for them to have contact with pupils. The cost for background or fingerprint checks are the responsibility of the Bidder.

33. PROPERTY

Alterations and additions to the property shall be made only with the District's prior written approval. The awarded Contractor shall pay the District for the repair or replacement of any property or facilities of District which may be lost, damaged or stolen as a result of Contractor's use of District's premises.

34. LIMITATIONS

The award of a contract, if at all, is at the sole discretion of the District. The District reserves the right to award a contract with any entity responding to this BID. The District makes no representation that participation in the BID process will lead to an award contract or any consideration whatsoever. The awarding of the contract(s), if at all, is at the sole discretion of the District.

The BIDs, and any other supporting materials submitted to the District in response to this BID, will not be returned and will become the property of the District unless portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Bidders

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have completed negotiations and entered into an contract, or (2) the District has rejected all BIDs. Furthermore, the District will have no liability to the Bidder or other parties as a result of any public disclosure of any BID.

35. NON-DISCRIMINATION

No Bidder will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of a contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of a contract.

36. MODIFICATIONS

Changes in or additions to the BID, as well as any attachments, amendments or other official correspondence related to this document may not be manually, electronically or otherwise altered by Bidder or Bidder's agent(s). Recapitulations of the work proposed upon, alternative proposals, or any other modification of the proposal, which is not specifically called for in the contract award documents, may result in the District's rejection of the BID as not being responsive to the invitation to propose. No oral or telephonic modification of any BID submitted will be considered and mailed modification may be considered only if the postmark evidences that a confirmation of the mailed document duly signed by the Bidder was placed in the mail prior to the opening of BIDs.

37. STUDENT DATA PRIVACY - INTENTIONALLY LEFT BLANK

38. PIGGYBACKABLE BID

Other school districts and public agencies may purchase under this BID at the same prices, terms and conditions stated in these bid documents, at the discretion of the successful Bidder.

School Districts participating in this BID shall be responsible for obtaining approval from their Board(s) of Education or other approving body of authority when necessary and shall hold the Elk Grove Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this BID.

The Elk Grove Unified School District waives its right to receive payment, and authorizes each district to make payment and place orders directly to the successful Bidder.

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39. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. <https://www.law.cornell.edu/uscode/text/31/1352>

The undersigned further certifies that:

- a. No Federal appropriated funds have been paid or will be paid for 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.
- b. If any funds other than Federal appropriated funds have been 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
- c. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly. <https://eca.state.gov/files/bureau/sflll.pdf>

40. DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. <https://www.law.cornell.edu/cfr/text/13/400.109>

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41. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." <https://www.dol.gov/ofccp/regs/compliance/FinalRules/Notices.htm>

- a. Federally assisted construction contract means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the U.S. Government or borrowed on the credit of the U.S. Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the U.S. Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- b. Construction work means the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. The Bidder certifies it is an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375. The vendor assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant.

Pursuant to Federal Rule above, when federal funds are expended by the District, the Bidder certifies the following:

- a. That it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); That neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency; That when the District expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

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APPENDIX A
NON-COLLUSION DECLARATION
PUBLIC CONTRACTS CODE SECTION 7106

STATE OF CALIFORNIA, COUNTY OF: FRESNO

I, SEAN SIMONIAN being first duly sworn, deposes and says that
(Name)


I am the DIRECTOR OF SALES of PRODUCERS DAIRY FOODS, INC.
(Title) (Company Name)

the party making the foregoing proposal, the undersign declares, states and Certifies that:

1. The BID is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.
2. The BID is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham BID, or to refrain from proposing.
4. 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 of that of any other Bidder.
5. All statements contained in the BID are true.
6. The Bidder has not, directly or indirectly, submitted his or her proposed 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.
7. 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.

Executed on 1ST Day of MARCH, 2021 at FRESNO, FRESNO, CALIFORNIA
(City, County and State)

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


Signature

250 E. BELMONT AVE
Address

SEAN SIMONIAN
Printed Name

FRESNO, FRESNO, CALIFORNIA
City, County and State

SEAN.SIMONIAN@PRODUCERSDAIRY.COM
E-Mail Address

(559) 264-6583
Area Code and Telephone Number

ELK GROVE UNITED SCHOOL DISTRICT
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APPENDIX #B

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] PRODUCERS DAIRY FOODS, INC., certifies, to the best of his or her knowledge, 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor, [Company] PRODUCERS DAIRY FOODS, INC. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

SEAN SIMONIAN, DIRECTOR OF SALES

Name and Title of Contractor's Authorized Official

3/11/2021

Date

DISCLOSURE OF LOBBYING ACTIVITIES
 COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

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
 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

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 Lobby Entity
 (If individual, last name, first name, MI) _____

b. Individuals Performing Services (including address if different from No. 10a)
 (last name, first name, MI) _____

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
 \$ _____ actual planned

12. Form of Payment (check all that apply):
 a. cash
 b. in-kind; specify: nature _____
 value _____

13. Type of Payment (check all that apply)
 a. retainer
 b. one-time fee
 c. commission
 d. contingent fee
 e. deferred
 f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No *NONE*

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually 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: *[Signature]*
 Print Name: *SEAN SIMONIAN*
 Title: *DIRECTOR OF SALES*
 Telephone No: *(559) 264-6583* Date: *3/1/2021*

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 covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to 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. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first 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 organization 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 identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments 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 entity engaged by the reporting entity identified in item 4 to influenced 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
PRODUCERS DAIRY FOODS, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check another LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
250 E. BELMONT AVE.

6 City, state, and ZIP code
FRESNO, CA. 93701

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			
--	--	--	---	--	--	--

or

Employer identification number

94	-	0783760
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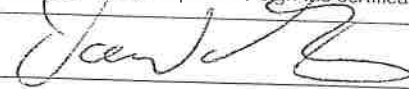
Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ 

Date ▶ **3/1/2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 47(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Elk Grove Unified School District
Food & Nutrition Services
#701 20/21 Dairy

APPENDIX #D

DECLARATION REGARDING EMPLOYEE FINGERPRINTING/CRIMINAL BACKGROUND CHECK

California Education Code Section 45125.2 requires entities providing services to the District to ensure the safety of pupils where employees of the Contractor or subcontractors will have contact with pupils. Therefore, Contractor shall certify that methods are being undertaken to ensure the pupils' safety. Certification must be accomplished by the completing the following "Declaration Regarding Employee Fingerprint and Criminal Background Check" Certification Form.

I SEAN SIMONIAN, declare as follows:

Where the employees will have contact with pupils, the safety of the pupils will be ensured by one or more of the following:

1. The Installation of a physical barrier, at the expense of the bidder, at the work site to limit contact with pupils.
2. Continual supervision and monitoring of all employees of Contractor and Subcontractor by an employee of Contractor whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I am a duly authorized representative of PRODUCERS DAIRY FOODS, INC.
For the purpose of providing this certification and declare under penalty of perjury and the laws of the State of California that the foregoing is true and correct.

Executed this 1ST day of MARCH, 2021, in FRESNO, CALIFORNIA


Signature

SEAN SIMONIAN
Printed Name

DIRECTOR OF SALES
Title

Elk Grove Unified School District
Food & Nutrition Services
#701 20/21 Dairy

APPENDIX #E

BID AUTHORIZATION SIGNATURE PAGE

The undersigned, having carefully read and examined this BID, and being familiar with all of the conditions applicable to the work for which this BID is submitted hereby agrees to provide everything necessary to complete the work for which this BID is submitted in accordance with the BID documents herein.

COMPANY NAME: PRODUCERS DAIRY FOODS, INC.

ADDRESS: 250 E. BELMONT AVE., FRESNO, CA. 93701

PRINT NAME: SEAN SIMONIAN TITLE: DIRECTOR OF SALES

TELEPHONE: (559) 264-6583 E-MAIL: SEAN.SIMONIAN@PRODUCERSDAIRY.COM

SIGNATURE OF AUTHORIZED AGENT:  3/1/2021
(DATE)

ALL UNSIGNED BIDS WILL BE REJECTED

Elk Grove Unified School District
Food & Nutrition Services
#701 20/21 - Dairy

APPENDIX F

PRICE SCHEDULE

REQUEST FOR BID (This is NOT an order) Please quote your lowest price on this sheet for the following goods or services FOB. Do not include California sales tax in your quoted price. All prices will be held for the period stated in the

Bidder's Name: Producers Dairy Foods, Inc.

March 2021 Pricing

Item	Item Description & Specifications	Est Use Per Year	Unit	Cost Per Indiv. Unit	Cost Per Case	Total Cost	Comments
<i>EXAMPLE</i>	<i>Milk, chocolate, 1/2 pint, USDA grade A non-fat, pasteurized, homogenized, peak carton, 50 per case</i>	<i>60,000</i>	<i>ea</i>	<i>\$ 0.203</i>	<i>10.15</i>	<i>\$609,000</i>	<i>Our cases contain only 25 units</i>
1	Milk, chocolate, 1/2 pint, USDA grade A non-fat, pasteurized, homogenized, peak carton, 50/60 per case, no high fructose corn syrup allowed and with 21 grams of sugar or less or equal	3,099,235	1/2 PINT	\$0.2618	\$15.708	\$811,379.73	Our cases contain 60 units
2	Milk, white, 1/2 pint, USDA grade A, fat free, pasteurized, homogenized, peak carton, 50/60 per case or equal	205,658	1/2 PINT	\$0.2543	\$15.258	\$52,298.83	Our cases contain 60 units
3	Milk, white, 1/2 pint, USDA grade A, 1% low fat, pasteurized, homogenized, peak carton, 50/60 per case or equal	2,620,974	1/2 PINT	\$0.2733	\$16.398	\$716,312.20	Our cases contain 60 units
4	Milk, strawberry, 1/2 pint, USDA grade A, non fat, pasteurized, homogenized, peak carton, 50/60 per case, no high fructose corn syrup allowed and with 19 grams of sugar or less or equal	288,680	1/2 PINT	N/A	N/A	N/A	Not Available At This Time
5	Milk, white, 1/2 pint, USDA grade A, whole, pasteurized, homogenized, peak carton, 50/60 per case or equal	2,265	1/2 PINT	\$0.2875	\$17.250	\$651.19	Our cases contain 60 units
6	Milk, white, 2% reduced fat, 3rd ppr or equal	50	EA	\$0.3060	\$12.240	\$15.30	Our cases contain 40 units
7	Milk, chocolate, 1% low fat, 3rd ppr or equal	80	EA	\$0.3172	\$12.668	\$25.38	Our cases contain 40 units
8	Milk, white, gallon, USDA grade A, 2% reduced fat, pasteurized, homogenized or equal	750	GAL	\$3.7102	\$22.261	\$2,782.65	Our cases contain 6 units
9	Milk, white, gallon, USDA grade A, fat free, pasturized, homogenized or equal	1,673	GAL	\$3.0261	\$18.157	\$5,062.67	Our cases contain 6 units
10	Milk, white, half gallon, USDA grade A, 1% low fat, pasturized, homogenized or equal	130,682	1/2 GAL	\$1.9899	\$23.879	\$260,044.11	Our cases contain 12 units
11	Lactaid, fat free milk, 100% Lactose Free, 8 fl oz., Grade A, Vitamin A & D, Ultra Pasteurized or equal	140,000	1/2 PINT	\$0.5824	\$11.648	\$81,536.00	Our cases contain 20 units
12	Cultured sour cream, 2/5 lb packs or equal	7,327	PK	\$10.7942	10.7942	\$79,089.11	Our Pack contain 2 units
13	Buttermilk, USDA grade A, pasteurized, homogenized, 1/2 gallon or equal	3,508	1/2 GAL	\$1.7690	21.228	\$6,205.65	Our cases contain 12 units
14	Yogurt, 6 oz, low fat, assorted flavors, blended, 12 per case or equal	125	CS	\$0.5059	\$6.0708	\$758.85	Our cases contain 12 units
15	Yogurt, vanilla, low fat, quart or equal	3,488	EA	\$2.0520	\$12.312	\$7,157.38	Our cases contain 6 units
16	Orange juice, 100% fruit juice, 12-14 oz., 12 per case or equal	200	CS	\$0.5713	\$6.856	\$1,371.12	Our Pack contain 12 units
17	Orange juice, 100% fruit Juice gallon or equal	60	GAL	\$3.6917	\$22.150	\$221.50	Our cases contain 6 units
18	Half and half creamer, quart or equal	511	EA	\$1.4267	\$28.534	\$729.04	Our cases contain 20 units
19	Cottage cheese, low fat, 2/5 lb packs or equal	27	PK	\$11.4200	\$11.420	\$308.34	Our Pack contain 2 units
20	Eggs, grade A, large, carton of 12 or equal	986	DZ	\$1.9300	\$23.160	\$1,092.98	12 Dozen Case / Market Price -Subject To Change

Elk Grove Unified School District
Food Nutrition Services
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Appendix G

SCHOOL	PHONE #	CONTACT NAME	ADDRESS	CITY, ZIP CODE	WEEKLY DELIVERIES
Adreani Elementary	(916) 525-2017 (Caf)	Kristine Rose	9927 Wildhawk West Drive	Sacramento, 95829	2
Batey Elementary	(916) 685-0330 (Caf)	Amy McMahon	9421 Stonebrook Drive	Elk Grove, 95624	2
Beitzel Elementary	(916) 688-7450 (Caf)	Mary Ellen McIntyre	8140 Caymus Drive	Sacramento, 95829	2
Butler Elementary	(916) 681-5138 (Caf)	Gladys Saavedra Leonard	9180 Brown Road	Elk Grove, 95624	2
Carroll Elementary	(916) 714-0889 (Caf)	Stacey McDuffie	10325 Stathos Drive	Elk Grove, 95757	2
Case Elementary	(916) 681-5024 (Caf)	Veronica Panzien	8565 Shasta Lily Drive	Elk Grove, 95624	2
Castello Elementary	(916) 478-4026 (Caf)	Lyle Christensen	9850 Fire Poppy Drive	Elk Grove, 95757	2
Cosumnes River Elementary	(916) 681-3902 (Caf)	OPEN	13580 Jackson Road	Sloughhouse, 95683	1
Dillard Elementary	(916) 793-2026 (Caf)	OPEN	9721 Dillard Road	Wilton, 95693	1
Donner Elementary	(916) 683-8138 (Caf)	June Franklin	9461 Soaring Oaks Drive	Elk Grove, 95758	2
Ehrhardt Elementary	(916) 684-8213 (Caf)	Kathy Hartman	8900 Old Creek Drive	Elk Grove, 95758	2
Elk Grove Elementary	(916) 686-1730 (Caf)	OPEN	9373 Crowell Drive	Elk Grove, 95624	2
Elliott Ranch Elementary	(916) 685-0383 (Caf)	Roshni Kumar	10000 East Taron Drive	Elk Grove, 95758	2
Feickert Elementary	(916) 685-8867 (Caf)	Stephanie Rickett	9351 Feickert Drive	Elk Grove, 95624	2
Fite Elementary	(916) 689-3696 (Caf)	Olivia Lim	9561 Fite School Road	Sacramento, 95829	2
Florin Elementary	(916) 383-0924 (Caf)	Angie Tu	7300 Kara Drive	Sacramento, 95828	3
Foulks Ranch Elementary	(916) 683-2612 (Caf)	Hoda Elshamy	6211 Laguna Park Drive	Elk Grove, 95758	3
Franklin Elementary	(916) 684-8039 (Caf)	Kavita Lal	5401 Dorcey Drive	Elk Grove, 95757	2
Hein Elementary	(916) 690-8506 (Caf)	Frances Gray	6820 Bellaterra Drive	Elk Grove, 95757	2
Herburger Elementary	(916) 681-1207 (Caf)	Heba Elshamy	8670 Maranello Drive	Elk Grove, 95624	3
Jackson Elementary	(916) 688-5215 (Caf)	Sidelia Garcia	8351 Cutler Way	Sacramento, 95828	3
Kennedy Elementary	(916) 386-2841 (Caf)	Joyce Blair	7037 Briggs Drive	Sacramento, 95828	3
Kirchgater Elementary	(916) 688-8876 (Caf)	Dale Paoloni	8141 Stevenson Avenue	Sacramento, 95828	3
Leimbach Elementary	(916) 689-8064 (Caf)	Carla Tellez	8101 Grandstaff Drive	Sacramento, 95823	3
Mack Elementary	(916) 391-8536 (Caf)	Laura Gamboa	4701 Brookfield Drive	Sacramento, 95823	3
Markofer Elementary	(916) 686-8037 (Caf)	Linda Huffman	9759 Tralee Way	Elk Grove, 95624	2
McGarvey Elementary	(916) 793-3417 (Caf)	Blanca Acevedo	4350 Sophistry Drive	Rancho Cordova, 95742	2
McKee Elementary	(916) 686-8474 (Caf)	Felicia Mattle	8701 Halverson Drive	Elk Grove, 95624	2
Mix Elementary	(916) 509-8855 (Caf)	Kim Miller	4730 Laguna Park Drive	Elk Grove, 95758	2
Morse Elementary	(916) 681-1383 (Caf)	Traci Sloan	7000 Cranleigh Avenue	Sacramento, 95823	2
Pleasant Grove Elementary	(916) 686-6704 (Caf)	Melissa Wagner Small	10160 Pleasant Grove School Road	Elk Grove, 95624	1
Prairie Elementary	(916) 391-9026 (Caf)	Yolanda Gutierrez	5251 Valley Hi Drive	Sacramento, 95823	3
Reese Elementary	(916) 391-9368 (Caf)	Cindy Riley	7600 Lindale Drive	Sacramento, 95828	3
Reith Elementary	(916) 421-1323 (Caf)	OPEN	8401 Valley Lark Drive	Sacramento, 95823	3
Sierra Elementary	(916) 383-0908 (Caf)	Judith De Castellanos	9115 Fruitridge Road	Sacramento, 95826	2
Sims Elementary	(916) 684-3860 (Caf)	Sheila Kirsten	3033 Buckminster Drive	Elk Grove, 95758	2
Stone Lake Elementary	(916) 683-2557 (Caf)	Jean Russell	9673 Lakepoint Drive	Elk Grove, 95758	2
Sunrise Elementary	(916) 985-8969 (Caf)	Toni Medeiros	11821 Cobble Brook Drive	Rancho Cordova, 95742	2
Takamoto Elementary	(916) 689-1020 (Caf)	Martha Raya	8737 Brittany Park Drive	Sacramento, 95828	3
Union House Elementary	(916) 424-5828 (Caf)	Saleshini Lata	7850 Deer Creek Drive	Sacramento, 95823	3
West Elementary	(916) 683-3494 (Caf)	Lynne Harper	8625 Serio Way	Elk Grove, 95758	3
Zehnder Ranch Elementary	(916) 831-2542 (Caf)	Patty Roubal	9880 Denali Circle	Elk Grove, 95757	2

Elk Grove Unified School District
Food Nutrition Services
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Appendix G

Food Service Locations

SECONDARY	PHONE #	CONTACT NAME	ADDRESS	CITY, ZIP CODE	WEEKLY DELIVERIES
Albiani Middle School	(916) 892-3524 (Caf)	Adrianna Casabar	9140 Bradshaw Road	Elk Grove, 95624	1
Cosumnes Oaks High School	(916) 892-2036 (Caf)	Maria Jacobo	9850 Lotz Parkway	Elk Grove, 95757	3
Eddy Middle School	(916) 892-2718 (Caf)	Guadalupe Flores	9329 Soaring Oaks Drive	Elk Grove, 95758	2
Elk Grove High School	(916) 892-3082 (Caf)	Helennia Raney	9800 Elk Grove-Florin Road	Elk Grove, 95624	2
Florin High School	(916) 793-2140 (Caf)	Christina Ortiz	7956 Cottonwood Lane	Elk Grove, 95828	3
Franklin High High School	(916) 714-8166 (Caf)	Barbara VanValkenburg	6400 Whitelock Parkway	Elk Grove, 95757	3
Harris Middle School	(916) 831-2348 (Caf)	Andenise Thomas	8691 Power Inn Road	Elk Grove, 95624	2
Jackman Middle School	(916) 393-2352 (Caf)	Jennifer Chacon	7925 Kentwal Drive	Sacramento, 95823	3
Johnson Middle School	(916) 892-3824 (Caf)	Lalita Singh	10099 Franklin High Road	Elk Grove, 95757	2
Kerr Middle School	(916) 892-2970 (Caf)	Tami Addison	8865 Elk Grove Blvd	Elk Grove, 95624	2
Laguna Creek High School	(916) 892-2805 (Caf)	Miriam Medina	9050 Vicino Drive	Elk Grove, 95758	3
Monterey Trail High School	(916) 831-2048 (Caf)	Ferial Choufani	8661 Power Inn Road	Elk Grove, 95624	3
Pinkerton Middle School	(916) 892-2245 (Caf)	OPEN	8365 Whitelock Parkway	Elk Grove, 95757	1
Pleasant Grove High School	(916) 892-3334 (Caf)	Olga Gatchel	9531 Bond Road	Elk Grove, 95624	2
Rutter Middle School	(916) 422-5143 (Caf)	Susan McCutcheon	7350 Palmer House Drive	Sacramento, 95828	2
Sheldon High School	(916) 892-2538 (Caf)	Tracy Garcia	8333 Kingsbridge Drive	Sacramento, 95829	3
Smedberg Middle School	(916) 892-2414 (Caf)	Bill Laney	8239 Kingsbridge Drive	Sacramento, 95829	3
Willie High School	(916) 793-3145 (Caf)	Juli Nasca	6300 Ehrhardt Avenue	Sacramento, 95823	3
CAFÉ/CENTRAL KITCHEN	PHONE #	CONTACT NAME	ADDRESS	CITY, ZIP CODE	WEEKLY DELIVERIES
CAFÉ EXPRESS	(916) 686-1409 (Kitchen)	Nina Maltese	9510 Elk Grove-Florin Road	Elk Grove, 95624	1
CENTRAL KITCHEN	(916) 686-7735 - 78107	Vivian Maltese	8389 Gerber Road	Sacramento, 95828	AS NEEDED

Elk Grove Unified School District
Food & Nutrition Services
#701 20/21 Dairy

ATTACHMENT A

SPECIAL INSTRUCTIONS AND CONDITIONS

The vendor who is awarded this contract will meet or exceed the following minimum requirements.

1. The District participates in the National School Lunch Program, School Breakfast Program and the Child and Adult Care Food Program and is required to ensure that food purchased, for use in school meals, meet the requirements of the Buy American Provision, which requires school food service authorities to purchase to the maximum extent practicable, domestic commodities or products. A domestic commodity or product is defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities produced in the United States. The provision further defines "substantially" to mean over 51% from American products. (7 CFR Part 210.21(d))
2. All milk and dairy products must meet with the specifications of the Agricultural Code of the State of California. All products shall conform to the provisions set forth in the Federal, State, County and City laws for their production, handling, processing and labeling. Packages shall be so constructed as to insure safe transportation to point of delivery.
3. All milk and dairy products shall conform to the minimum dairy food specifications and definitions as shown in the Agricultural Code of California, Chapter 6, Article 1: Milk Section 560, Dairy Products Section 561.
4. Only certified coloring shall be used which meets the requirements of the US Pure Food and Drug Act.
5. Ability to provide locally-sourced fluid milk, free of antibiotics and the growth hormone rBST. For the purpose of this BID, locally-sourced is defined as milk from dairies within the state of California. Elk Grove Unified School District (District) prefers regionally sourced products whenever possible, which we have defined as within a 250 miles radius of Sacramento.
6. Ability to provide the name and location of the dairies the fluid milk is purchased from. For the purpose of this BID, "dairy" is defined as the location where the cows are raised and milked, not the address of a packing facility or aggregation point.

Elk Grove Unified School District
Food & Nutrition Services
Dairy 701-20/21

ATTACHMENT A

SPECIAL INSTRUCTIONS AND CONDITIONS

7. All milk and dairy items shall be delivered to each school, as specified on Appendix G - Food Service Locations. Deliveries to the Central Kitchen will be on an "as-needed" basis. Delivery dates and times need to be arranged and approved by the FNS Director, prior to start of contract.
8. No product shall be delivered or accepted that does not provide at least 12 days of remaining shelf life. All milk and dairy items shall be delivered in a refrigerated vehicle, received at or below 40 degrees, to a refrigerated unit at each site, and properly rotated.
9. Any product that changes characteristics from the sweet, pleasing and desirable item specified and imparts an unpleasant aftertaste shall be considered stale. All stale products shall be picked up by the vendor and either replaced immediately or a credit issued, depending upon the urgency of the situation. If a product becomes stale due to improper refrigeration or over-ordering, it remains the responsibility of the District.
10. The District reserves the rights to cancel immediately any awarded contract that is determined by the School District to be detrimental to the health and welfare of the students and school personnel or that seriously affects the quality of the service and to hold the vendor in default if he has caused such condition to arise.
11. Dairy and milk product quantities delivered to the schools shall be determined by the cafeteria lead at the school location. Delivery schedules shall be adhered to.
12. The School District reserves the right to make additions to, or deletions from, the lists of schools to be served, with 30 days' notice during the term of the contract. Quantities listed in the BID are approximate for the contract period.
13. The School District reserves the right to add or delete related items from the contract, at any time during the period of the contract.
14. Prices are to be in effect July 1, 2021 to June 30, 2022. The contract shall be reviewed yearly and based on performance may be extended for additional two years at the district's discretion. An extension will be granted based on performance and competitive pricing of product.
15. Cartons must be coded at time of filing to identify last permissible day of use.

Elk Grove Unified School District
Food & Nutrition Services
Dairy 701-20/21

ATTACHMENT A

SPECIAL INSTRUCTIONS AND CONDITIONS

16. Acceptable milk and dairy food cartons are: plastic coated paper cartons or plastic containers, free of milk residue. Containers must be conducive to EASY opening.
17. It is the intent of the District to award this BID aggregate. However, the District reserves the right to award by individual item if it is determined to be in the best interest of the District.
18. This BID shall be firm based on the cost or price of Class 1 Milk (Federal order price and premium) at the time of BID. Any subsequent change in the effective Class 1 price (Federal order and premium) shall result in a unit price adjustment, upward or downward, during the period of the contract.
19. Any subsequent changes in the effective price (Federal order class I premium) during any given time period when confirmed officially by the USDA milk market administrator shall be reflected by adjustment in the unit price at the beginning of the next given month. Price adjustments shall be made only on changes in cost of milk (Federal Order plus premium) and will be unit price adjusted based upon the price per cwt. of raw material. All price adjustments shall be submitted in writing to the Director of Food and Nutrition Services no later than thirty-days (30) prior to increase/decrease.

NOTE: This BID price shall be based on Class 1 Raw Milk pricing. (Market price at the time of the BID opening)
20. The District reserves the right to inspect the facilities of the successful bidder prior to award and at any time during the contract. All purveyor plants must be Federal or State inspected.
21. The District requires a high level of service and support from the awarded vendor. Vendor(s) will be held responsible for timely deliveries for all sites and follow-up as necessary. Partial shipments are discouraged. The goal is to receive complete orders without multiple deliveries or drop shipments.
22. Bidder must be able to provide an emergency order within 30 minutes of an order being placed.
23. All invoices for purchases made by Elk Grove Unified School District/Food and Nutrition Services will be sent to 8389 Gerber Road, Sacramento, CA 95828. Vendor must be able to service two entities at each school site with separate accounts.

Elk Grove Unified School District
Food & Nutrition Services
Dairy 701-20/21

ATTACHMENT A

SPECIAL INSTRUCTIONS AND CONDITIONS

24. The District's authorized agent, usually the Food and Nutrition Services lead, must sign all invoices.
25. Upon request, vendor must be able to furnish monthly or quarterly usage reports.
26. The department of Food and Nutrition Services upon request will supply a schedule of vacation days and holidays. School sites with limited refrigeration space may require deliveries three (3) or more times per week.
27. Failure to comply with any of the above requirements will be sufficient cause for cancellation of contract.

Elk Grove Unified School District
Food & Nutrition Services
#701 20/21 Dairy

ATTACHMENT #B

DAIRY BID QUESTIONS

Answer the following questions related to EGUSD's Dairy Bid Specifications. Feel free to attach additional pages if you need more space to provide a complete answer.

Please describe your company's ability to provide the EGUSD with locally-sourced- fluid milk. What systems do you have in place for tracking locally-sourced products?

OUR MILK IS SOURCED FROM LOCAL DAIRIES WITHIN 50 MILES OF FRESNO, CA. ALL LOADS RECEIVED ARE LOGGED AND TESTED PRIOR TO PROCESSING. THIS MEETS LOCALLY SOURCED REQUIREMENT OF WITHIN 250 MILE RADIUS OF SACRAMENTO

Please describe how your company ensures that your business is environmentally sound with fair and humane animal practices.

WE SOURCE ONLY MILK FROM CERTIFIED DAIRIES / CDI COOP

ANNUAL 3RD PARTY AUDIT - SQF (CURRENT CERTIFICATE INCLUDED)

Please provide a brief statement of your company's qualifications for servicing EGUSD. Include information about the length of time you have been in operation, strengths and successes, your areas of specialization and expertise, and any other relevant information that will assist EGUSD in evaluating your application.

PRODUCERS DAIRY FOODS INC. HAS BEEN IN OPERATION SINCE 1932. WE SERVE CUSTOMERS IN ALL AREAS OF CALIFORNIA.
WE HAVE 11 REGIONAL BRANCH LOCATIONS
WE SERVE OVER 140 SCHOOL DISTRICTS IN CALIFORNIA

Mérieux NutriSciences

Mérieux NutriSciences Certification LLC
111 E. Wacker Dr., Ste 2300
Chicago, IL 60601
USA

Certificate Of Registration

Producers Dairy Foods Inc

250 East Belmont Avenue
Fresno, California, UNITED STATES, 93701

is registered as meeting the requirements of the

SQF Code for Manufacturing Edition 8.1

Certified HACCP Based Food Safety Plans
Comprehensive Quality Management System

Certification Details:

Date of Decision: Oct 8, 2020
Date of Audit: Aug 13, 2020
Certificate Number: 104280

Date of Expiry: May 8, 2021
Date of Next Audit: Feb 22, 2021
Audit Type: Re-Certification

Registration Schedule:

Scope of Registration (Food Sector Categories and Products)

- 10. Dairy Food Processing : buttermilk
- 10. Dairy Food Processing : cream
- 10. Dairy Food Processing : egg nog
- 10. Dairy Food Processing : flavored milk
- 10. Dairy Food Processing : ice cream mix
- 10. Dairy Food Processing : milk
- 10. Dairy Food Processing : sour cream
- 16. Ice, Drink, Beverage Processing : fruit drinks
- 16. Ice, Drink, Beverage Processing : fruit juice
- 16. Ice, Drink, Beverage Processing : tea
- 16. Ice, Drink, Beverage Processing : water



One world. One standard.

SQF Institute is a division of FMI.

JAS-ANZ



Z3720906AB



Tom Spooler

Janet Hirsch

4/20/2021

Signature of FMI

Elk Grove Unified School District
 Food & Nutrition Services
 Dairy- #701-20/21

ATTACHMENT #B

DAIRY BID QUESTIONS

REFERENCES:

Three (3) School District or related Food Service Institution references are required, even if you have done business with our District in the past.

Company Name	Contact	Phone	Email
FRESNO USA	AMANDA HARVEY	(559) 457-6250	AMANDA.HARVEY@FRESNOUNIFIED. OR
CLOVIS USD	ROBERT SCHRAM	(559) 327-9130	ROBERT.SCHRAM@CUSD.COM
CERES USD	RHONDA WHITEHEAD	(209) 556-1590	R.WHITEHEAD@CERES.K12.CA.US

DISTRICT CONTACT:

Note primary contact person responsible for monitoring our account (order status, deliveries, etc.)

Bidder Name: PRODUCERS DAIRY FOODS, INC.

Contact: PATRICK KELLY Title: SCHOOL ACCOUNTS MANAGER

Phone: (559) 351-9017 E-Mail: PATRICK.KELLY@PRODUCERSDAIRY.CO.



SERVICES AGREEMENT

Amendment No. 1

Date: April 22, 2021

Agreement between the Sacramento City Unified School District, hereinafter referred to as "District" and Lozano Smith, LLP, hereinafter referred to as "Contractor," dated July 1, 2020 is amended as follows:

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Attorney will be paid for services rendered based upon the attached rate schedule (Exhibit B) with a not to exceed amount of Two Million, Eight Hundred Thousand Dollars (\$2,800,000) which represents an increase of \$800,000 to the Agreement.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Raoul Bozio, In-House Counsel, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

All other terms and conditions of the Agreement remain unchanged.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

LOZANO SMITH, LLP

By: _____

Rose Ramos
Chief Business Officer

By: _____

Jerome M. Behrens
Attorney at Law

Date

Date