

ONTARIO-MONTCLAIR SCHOOL DISTRICT
REBID - REQUEST FOR PROPOSAL - DAIRY
950 West D Street
Ontario, CA 91762

Request for Proposal Number: C-167-422
Request for Proposal Title: Dairy Products
Request for Proposal Opening: June 23, 2017 10:00 a.m.

Original Signature:	<u></u>
Printed Name:	<u>Patrick Schallberger</u>
Title:	<u>CEO</u>
Company Name:	<u>Hollandia Dairy</u>
Address:	<u>622 E Mission Rd. San Marcos, CA 92069</u>
Phone:	<u>760 744 3222</u>
Fax:	<u>760 744 2789</u>
E-mail:	<u>pschallberger@hollandiadairy.com</u>
Date:	<u>6-21-2017</u>

Addenda: The undersigned has thoroughly examined any and all addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda). Addendum No. _____ and _____.



Naturally!

C-167-422-M1

March 8, 2018

Ms. Sara Maragni
Ontario Montclair/Chino School District
1525 S. Bon View Avenue
Ontario, CA 91761

Subject: Bid NO. C-167-422

Dear Ms. Sara Maragni:

Thank you for giving Hollandia Dairy the opportunity to serve the Ontario Montclair Unified District. It is our desire to renew the contract for an additional 12-month period beginning July 1, 2018 - June 30, 2019. All terms and conditions of the contract would remain the same.

We appreciate your business and look forward to your response. If you have any questions, please do not hesitate to call me.

Sincerely,

Kath Santos
Customer Service & Special Accounts Manager
O: 760-744-3222 x 118

The Ontario-Montclair School District accepts the above-mentioned proposal.

Signed: _____

Phil Hillman, CBO

Date: _____

HOLLANDIA DAIRY 622 E. MISSION ROAD SAN MARCOS, CA 92069 PHONE: 760-744-3222 FAX: 760-744-2789

VISIT US ONLINE AT HOLLANDIA^{DAIRY}.COM

Purchasing and Contracts Report
April 19, 2018

23. Contract C-178-409 with **EDU HEALTHCARE** to provide specialized academic and/or related services to individuals with disabilities per their Individualized Education Program (IEP) or per recommendation of designated staff. Effective April 19, 2018 through June 30, 2019. Total cost not to exceed \$100,000. [Originator: OMSD-SELPA/Fund: Special Education/SELPA]
24. Contract C-178-410 with **ADVANTES SPEECH THERAPY SERVICES, INC.**, to provide specialized assessments and related therapy services to students with disabilities per their Individualized Education Program (IEP) plan. Effective April 19, 2018 through June 30, 2018. Total cost not to exceed \$10,000. [Originator: OMSD-SELPA/Fund: Special Education/SELPA]
25. Contract C-178-411 with **CAL POLY POMONA** to provide a formal working relationship between the parties and establish a relationship between the University and District to enable an educational experience for students' internship program. Effective March 16, 2018 through June 30, 2022. There will be no net cost to the District as the University pays for any salary earned. [Originator: Human Resources]
26. Contract C-178-414 with **STUDIO 1** to provide photography services for the 2018-2019 school year at Vista Grande Elementary School and Vernon Middle School. Effective July 1, 2018 through June 30, 2019. At no cost to the District. [Originator: Business Services]
27. Contract C-178-415 with **AMY'S FARM** to provide outdoor education activities for students at Moreno Elementary School. The outdoor educational activities are aligned to and support the science and social studies curriculum and provide experiences to strengthen the physical, social, and emotional development of students. Effective May 1, 2018 through May 30, 2018. Total cost not to exceed \$270. [Originator: Business Services/Fund: General]
28. Contract C-178-416 with **RILEYS AT LOS RIOS RANCHO** to provide outdoor education activities for students at Arroyo Elementary School. The outdoor educational activities are aligned to and support the science and social studies curriculum and provide experiences to strengthen the physical, social, and emotional development of students. Effective only on April 11, 2018. Total cost not to exceed \$750. [Originator: Business Services/Fund: Donations]
29. Contract C-178-424 with **SKC COMPANY** for lease of relocatable buildings at Euclid Elementary School for interim housing. Effective April 6, 2018 through April 5, 2019. Total cost not to exceed \$642,680. [Originator: Purchasing/Fund: School Facility Program]
30. Contract C-189-002 with **BART CHRISTIAN** to provide customer service training for food service employees. Effective April 19, 2018 through August 7, 2018. Total cost not to exceed \$5,500. [Originator: Food & Nutrition Services/Fund: Cafeteria]
31. Contract C-189-005 with **PIM DOCUMENT SYSTEMS** for service agreement and paper supplies/forms for the Print to Mail system at Food & Nutrition Services. Effective July 1, 2018 through June 30, 2019. Total cost not to exceed \$399. [Originator: Food & Nutrition Services/Fund: Cafeteria]
32. Contract C-189-006 with **CITY OF ONTARIO** to allow OMSD to operate the Child and Adult Care Food Program and Seamless Summer Feeding Program to provide after school meals and summer meals to students at designated community centers in the City of Ontario. Effective July 1, 2018 through June 30, 2019. At no cost to the District. [Originator: Food & Nutrition Services]
33. Amendment M1 to Contract C-167-422 with **HOLLANDIA DAIRY** for dairy, juice, and dairy products. Amendment is to term. Effective July 1, 2018 through June 30, 2019. All other properties of the agreement remain unchanged. [Originator: Food & Nutrition Services/Fund: Cafeteria]

Ontario-Montclair
School District

950 West D Street, Ontario, California 91762 • (909) 418-6476 • FAX: (909) 459-2549

PURCHASING DEPARTMENT

June 7, 2017

BOARD OF TRUSTEES

Samuel P. Crowe
Michael C. Flores
Sarah S. Galvez
Elvia M. Rivas
Alfonso Sanchez

James Q. Hammond, Ed.D.
Superintendent

Phil Hillman
Chief Business Official

Angie Redelsperger
*Director of Purchasing & Print
Production*

ADDENDUM # 1

RE: DAIRY, JUICE AND DAIRY PRODUCTS BID, C-167-422 (REBID)

Dear Bidders:

The following changes, additions, deletions, modifications or corrections, identified here, shall become a part of the bid Documents for the above referenced Bid. All other Terms and Conditions of the original documents shall remain in effect. The Bidder shall be responsible for transmitting this information to all affected subcontractors and suppliers prior to closing of bids. Acknowledge receipt of this Addendum in spaces provided on the Bid Form. Failure to acknowledge will subject Bidder to disqualification.

Question: Regarding page 1, paragraph 4 of Rebid document. It reads "Proposals will be publicly opened at 10:00 a.m. May 8, 2017 at the above location"

Answer: Proposals will be publicly opened at 10:00 a.m. June 21, 2017 at the above location

Sincerely,



Angie Redelsperger
Director of Purchasing and Print Production

Dairy Bid
Ontario-Montclair School District

Addendum One

REBID - NOTICE INVITING PROPOSALS (RFP) C-167-422



Hollandia Dairy
622 E. Mission Rd.
San Marcos, CA 92069

Notice is hereby given that Ontario-Montclair School District in collaboration with Chino Valley Unified School District, will receive sealed RFP (proposals) for the award of contract **C-167-422** for the purchase of Dairy Milk Products, Juice and Juice Products, Dairy Miscellaneous Products, Ice Cream Novelties and Other Comparable Products (such as Soy Milk, Lactaid), etc. up to but not later than 10:00 a.m., on June 23, 2017.

Proposals shall be delivered in sealed envelopes marked "Request For Proposal - Dairy" to the office of:

Angie Redelsperger
Director of Purchasing
ONTARIO-MONTCLAIR SCHOOL DISTRICT
950 West D Street
Ontario, CA 91762

prior to the above deadline. Proposals will be publicly opened at 10:00 a.m. May 8, 2017 at the above location. Each proposal must conform and be responsive to the proposal documents, copies of which may be obtained by calling or writing:

Angie Redelsperger
Director of Purchasing
ONTARIO-MONTCLAIR SCHOOL DISTRICT
950 West D Street
Ontario, CA 91762
Phone: (909) 418-6476

Ontario-Montclair School District reserves the right to reject any or all proposals or parts thereof, to be the sole judge of the merits and qualifications of all proposals, to waive any informality in a proposal, not necessarily accept the lowest of any proposal offered and to extend the bidding period. Design, specifications, service, delivery, quality and a vendor's e-commerce capability may be considered in making selections.

Published: June 8th and 16th, 2017
* Inland Valley Daily Bulletin



NOTICE OF INTENT

The Ontario-Montclair School District and the Chino Valley Unified School District are seeking proposals from qualified companies to procure and deliver dairy products to receiving sites in the districts. The RFP (proposals) will be awarded to one (1) primary vendor for both districts. Each individual district will act as sole judge on whether the contract requirements are met to the district's satisfaction. This RFP defines the program, the products, and the services that are being sought from the Distributor and generally outlines the program requirements. Products and/or services considered for award shall equal or exceed a minimum quality level of industry standards as defined within this RFP, and shall comply with all applicable federal, state, and local technical, environmental, and performance standards and specification. This RFP represents two (2) school districts serving more than 40,000 meals daily. Ontario-Montclair School District's Food and Nutrition Services Department is the lead agency for this proposal and will respond to any questions and requests for information.

SCOPE OF SERVICES

The selected Vendor will partner with the Districts over the term of the contract resulting from this RFP to procure and deliver shelf stable, dry, frozen and refrigerated dairy and miscellaneous products.

DEFINITIONS

In this RFP and in the Contract, the following terms are defined as follows:

Contract means an agreement entered into between the District and a vendor as a result of this RFP. The Contract consists of the Request for Proposals, including all Addenda, Vendor's Proposal that is satisfactory to the Districts, and the District's Contract form(s), which may include, but are not limited to, a written contract, an agreement letter, or a purchase order.

Vendor/Distributor/Seller/Supplier/Contractor/Bidder refers to the person(s)/entity(ies) that submits the proposal to this RFP/ to whom a contract is awarded pursuant to this RFP.

Project means the Scope of Work for furnishing goods and services as outlined in this RFP.

Proposal refers to the documents submitted by a vendor that addresses the scope and requirements of this RFP (Request for Proposal) (Bid).

RFP refers to this Request for Proposals (proposal, bid).

Responsible Vendor means a vendor with adequate financial resources (or the ability to obtain such resources) who can comply with the delivery requirements, and who is a qualified and established firm regularly engaged in the type of business that provides the good and/or services herein.

Responsive Proposal refers only to those proposals that comply with all material and administrative aspects of this RFP

Singular terms shall include the plural and vice versa. A gender reference includes both genders.



Hollandia Dairy
622 E. Mission Rd.
San Marcos, CA 92069

OMSD / CVUSD Dairy Request for Proposal C-167-422 Document Check-Off Sheet

- | | |
|---|---------------------------|
| o Dairy Product Sale Below Cost Affidavit – | Provided in Bid Documents |
| o State Analysis of Milk – | Bidder provided document |
| o Most Recent Health Inspection Report – | Bidder provided document |
| o Non-Collusion Declaration – | Provided in Bid Documents |
| o Equal Opportunity Employment – | Provided in Bid Documents |
| o Certification Regarding Lobbying – | Provided in Bid Documents |
| o Disclosure of Lobbying Activities – | Provided in Bid Documents |
| o Suspension and Debarment – | Provided in Bid Documents |
| o Iran Contracting Act – | Provided in Bid Documents |
| o Contractor's Certification – Regarding Drug Free Workplace – | Provided in Bid Documents |
| o Contractor's Certification – Alcoholic Beverages and Tobacco Free Workplace – | Provided in Bid Documents |
| o Fingerprint Compliance Certification | Provided in Bid Documents |
| o Evaluation and Award Criteria | Provided in Bid Documents |
| o Pricing Spreadsheet | Provided in Bid Documents |
| o Request for Proposal Form | Provided in Bid Documents |

The following documents are to be provided at the time of the bid award.

- o Copy of Hazard Analysis Critical Control Point Plan (HACCP) – required on award and by request
- o Food Safety and Security Policy/Plan – required on award and by request
- o Pest Control Policy/Plan – required on award and by request
- o Clean Air and Water Certification – required on award and by request

The Contract Form will be completed after the District's School Board approval. Contract will be provided.

Please complete, sign, and return the following items with your sealed proposal: Failure to return any of the above items completed and signed with the original sealed proposal may qualify your proposal non-responsive. All signatures must be original signed in permanent ink by the person or persons duly authorized to sign the bid on behalf of the bidder. Unsigned documents may be considered non-responsive, thus resulting in rejection of the bid.

Patch Schul
Signature

6-21-17
Date

**ONTARIO-MONTCLAIR SCHOOL DISTRICT
Dairy Products**



Hollandia Dairy
622 E. Mission Rd.
San Marcos, CA 92069

INSTRUCTIONS & INFORMATION FOR VENDORS

1. PREPARATION AND SUBMISSION OF REQUEST FOR PROPOSAL (proposal) FORM

Ontario-Montclair School District invites proposals on the form enclosed to be submitted no later than 10:00 a.m. on June 23, 2017. All blanks on the proposal form must be appropriately completed. Each proposal must be submitted in a separate sealed envelope bearing on the outside "Request for Proposal - Dairy". It is the sole responsibility of the bidder to ensure that the proposal is received by 10:00 a.m. on June 23, 2017. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened. The Ontario-Montclair School District is not responsible for proposals sent via U.S. Mail, UPS, and Federal Express or by any other delivery service.

2. PROPOSAL OPENING

All proposals shall be publicly opened at 10:00 a.m. on June 23, 2017 at the:

**ONTARIO-MONTCLAIR SCHOOL DISTRICT
Purchasing Department
950 West D Street
Ontario, CA 91762**

3. SIGNATURES

Proposals must be signed with the firm name and by an authorized officer, agent or employee. Obligations assumed by such signature must be fulfilled. The bid must be signed in the name of the bidder (authorized officer, agent or employee) and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder. All documents must be signed in permanent ink. Unsigned responses may be considered non-responsive, thus resulting in rejection of the bid.

4. MODIFICATIONS AND CORRECTIONS

Changes in or additions to the proposal form, alternate proposals, or any other modifications of the proposal form which is not specifically called for in the proposal documents may result in rejection of proposal as not being responsive to the invitation to proposal. No oral or telephone proposals or modifications shall be considered. Proposals should be verified before submission and cannot be withdrawn after their opening.

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the district determines that any bid is unintelligible, inconsistent or ambiguous, the District may reject such bid as not being responsive to the invitation for bid.

5. WITHDRAWAL OF PROPOSAL

Any bidder may withdraw his proposal personally or by written request at any time prior to the scheduled closing time for the receipt of proposals. Bidders may not withdraw a proposal after the closing time for the receipt of proposals.

6. INTERPRETATION OF PROPOSAL DOCUMENTS

If any bidder finds discrepancies in, or omissions from the proposal documents, they may submit to the Director of Food and Nutrition Services of the Ontario-Montclair School District, Sara Maragni via email at sara.maragni@omsd.net and cc: angie.redelsperger@omsd.net and munira.benoali@omsd.net. A written request for clarification and the response thereto will be emailed to all bidders. Corrections will be made by addenda issued to each company that has been sent or picked up a proposal packet. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the proposal. All questions must be submitted no later than 4:00 pm on Friday, June 16, 2017. It is



Hollandia Dairy
622 E. Mission Rd.
San Marcos, CA 92069

the responsibility of the Vendor to inquire of Ontario-Montclair School District as to any addenda issued. This may be done by calling the Director of Purchasing at 909-418-6476 or via email angle.redelsperger@omsd.net and cc: sara.maragni@omsd.net and munira.bengali@omsd.net.

7. AGREEMENT PERIOD

It is anticipated that the Agreement to be awarded under this proposal shall be effective August 1, 2017, through June 30, 2018.

8. PRICES

Bid each item separately. Prices must be stated in the units specified and remain firm for all orders placed during the Agreement Period unless otherwise specified in General Conditions #2 Prices. No fuel surcharges will be accepted.

9. COMMENCEMENT OF DELIVERY

No subcontracting will be allowed; this service must be furnished by the dairy. After receiving written notification of award (written purchase order), each successful bidder shall be required to commence with the delivery of all items that they have been awarded immediately. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this proposal.

10. SAMPLES

The district reserves the right to request samples of items bid prior to the award, if the bidder is bidding items/brands other than those specified or where no brand is indicated in the proposal document, the following shall apply:

A. Samples must be submitted to:

Sara Maragni
Director of Food and Nutrition Services
ONTARIO-MONTCLAIR SCHOOL DISTRICT
Nadine Griff Mäck Nutrition Center
1525 South Bon View Avenue
Ontario, CA 91761

B. Samples must be submitted free of charge. Samples must be clearly marked as to which bidder they belong to. Submit only 1 sample unit, i.e. 1 #10 can, not a case.

C. All packages containing samples must be clearly labeled "SAMPLES - FOOD SERVICE Dairy Products PROPOSAL C-167-422" and each sample clearly identified as to the proposal and item numbers under which it is to be considered.

D. Samples that do not comply with these instructions shall not be considered for award.

E. All samples become the property of the district unless otherwise agreed to between the district and the bidder.

11. BRANDS

Brand names are included for descriptive purposes to indicate the quality, design, and utility desired, but the specification is not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this proposal.

Each bidder shall indicate the manufacturer's name and case pack of the brand(s) being proposed and shall submit all samples in accordance with the SAMPLE provision of this proposal.

12. EVIDENCE OF RESPONSIBILITY

Upon request of the district, a bidder whose proposal is under consideration for award shall promptly submit satisfactory evidence showing their financial resources. The district requires the name of three (3) references for whom similar supplies,



services, product and/or equipment were provided during the previous year. The District may consider such evidence before making its final decision awarding the proposed contract. Failure to submit evidence of responsibility to perform the proposed contract may result in rejection of the proposal.

13. INSPECTION OF FACILITIES - EVALUATION

The District reserves the right to inspect the facilities of the Vendor prior to award of the contract and anytime during the term of the contract. If the District determines that after such inspection that the Vendor is not capable of performance within the District's standards, their proposal will not be considered. The findings and decision of the District is final.

14. PROPOSAL DOCUMENT

The bidders should fully acquaint themselves with the conditions and terms affecting the performance of the Agreement if awarded. The bidder's submission of a proposal shall be taken as prima facie evidence of compliance with this section. Proposals should be verified before submission, as they cannot be withdrawn after their opening. All necessary documents that need to be notarized shall be done before submission.

15. TAXES

Taxes, whether Local, State, or Federal, shall not be included in the bid price.

16. FOOD DEFENSE

Vendor's distribution facility must be registered with the Food and Drug Administration and meet the requirements of the Food Safety Modernization Act (FSMA) for further information visit the FDA's official site at <http://www.fda.gov/Food/GuidanceRegulations/FSMA/default.htm>. Failure to register prior to the close of the proposal may result in the Vendor's disqualification for contract award.

17. SAFETY AND SANITATION

Food Services Staff will only receive product that meets all food safety and sanitation requirements, therefore Food Services staff may at any time:

- Inspect delivery trucks for any signs of contamination
- Check all expiration and best if used by dates
- Use thermometers to check temperatures
- Accept product only at acceptable temperatures
- Reject unacceptable items

18. PRODUCT RECALLS

If a product recall is instituted on an item that has been furnished and delivered to participating school districts, Vendor must immediately notify the school district's Food Service Department with all pertinent information regarding the recall.

19. CREDIT MEMOS

The vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the District's Food Services Accounting Department. All credits will be identified on the required statement.

20. TERMINATION OF AGREEMENT WITHOUT CAUSE

Districts may terminate this Agreement at any time by giving the Vendor thirty days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Vendor shall be entitled to no further compensation or payment of any type from the District.



21. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

The District may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

22. QUANTITIES

Quantities shown are only estimates. The District reserves the right to purchase more or less of the units specified. The District will order in quantities best suited to their needs and storage facilities. Price proposals shall be set in accordance with section #2 Prices, for the District and shall not increase or include shipping or any additional handling fees for ordering in small quantities other than specified in section #2. These quantities are not guaranteed but are included for information.

23. MULTI-YEAR EXTENSIONS

Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional school fiscal years.

- A. The extension may be granted on a year by year basis provided that the following conditions are met: The District has deemed the products and services of the Vendor are satisfactory.
- B. The terms and conditions of the contract remain the same.
- C. All required certifications, including but not limited to the "Certification Regarding Lobbying", "Disclosure of Lobbying Activities" and the "Suspension and Debarment" forms must be completed and submitted with each extension of the proposal.

24. PROPOSAL FORM DIRECTIONS

- A. Vendor is required to use the Pricing Worksheet Provided in the proposal packet.
- B. The Pricing Sheet must accompany the completed formal proposal.
- C. Vendor is to complete requested information on Proposal Form.
- D. Vendor is to submit all pages, even those without responses.
- E. Vendor is to pay special attention to samples provision.
- F. Whenever the specification notes "only," this requirement is made in order for the District to match existing supplies and equipment or because no other equal is known to exist. Vendor may submit "equal" products in accordance with the sample provision of Paragraph 10 of the "Instructions to Vendor."
- G. The district reserves the right to purchase additional units, at various quantities, under the terms and conditions provided in this proposal.
- H. The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered as the service, delivery, nutritional content, and quality of the item will be considered as well in making a selection.
- I. The District reserves the right to reject proposals with multiple items per line item. Vendors/bidders submitting proposals with more than one item per line item may be rejected on grounds of non-responsiveness or non-responsibility.

25. PROPOSAL PROTEST PROCEDURES

1. Bid Protest Procedure: Any bidder may file a bid protest. Only those bidders who have actually submitted a bid on the project shall have the right to file a Bid Protest. The protest shall be filed in writing with the Director of



Purchasing not more than five (5) business days after the date of the bid opening. Untimely Bid Protests will not be received by the District and will be returned to the bidder. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

A. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

B. Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Chief Business Official, or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Ontario-Montclair School District
Business Department
950 West D Street
Ontario, CA 91762

C. Appeal Review: The Chief Business Official or their designee shall review the decision on the bid protest from the Director of Purchasing and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Chief Business Official or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further Appeals.

D. Reservation of Rights to Proceed with Project Pending Appeal: The District reserves the right to proceed to award the Contract and commence ordering pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section due to the urgency of proceeding with work if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

E. Finality: Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

26. PROVISION BUY AMERICAN

Federal regulations require that to the maximum extent possible, only domestic products will be purchased consistent with the "Buy American" provisions of Public Law 105-336 under the Richard B. Russell National School Lunch Act. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Upon request, Vendors shall provide certification of the origin of food products. Buy local, is preferred, according to Board Policy BD 3316 it is preferred to purchase from local vendors when price, quality and service are equal or lower than those received from out of district vendors.

27. LIMITATIONS

The Districts shall not be obligated to accept the lowest priced proposal, but will be evaluating proposals with the intent of awarding to one responsible vendor. The Districts reserve the right in their absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the Districts. The Districts may take into account the performance of the bidder with respect to any recent contract(s) with other school districts. The District, however, reserves the right to reject any one or all proposals, to waive any informality in the proposals, to judge the merit and qualification of the materials, equipment and services offered, and to accept whatever proposal is deemed to be the lowest responsible



Hollandia Dairy
622 E. Mission Rd.
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proposal meeting all the criteria specified in the proposal and is in the best interest of the member districts. This RFP is not an offer by the Districts to contract with any party responding to this RFP. The Districts makes no guarantee that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The Districts shall, in no event, be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the services contract, if at all, is at the sole discretion of the Districts.

28. RESTRICTIONS ON LOBBYING AND CONTACT

From the period beginning with the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this RFP, the evaluation or selection process and/or the award of the contract with any member of the Districts, Board of Trustees, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.

29. FUEL SURCHARGES

Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

30. ORDER CONDITIONS/DELIVERY MINIMUMS

The Districts shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

31. VEHICLE DELIVERY CONDITIONS

All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection. Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures. Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 40 degrees F or lower. Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings. Any product that fails to be delivered within these parameters will be rejected.

32. PRODUCT QUALITY CONTROL

The Districts reserve the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the Districts to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor in default. All products received under this contract shall be processed according to the health and sanitation standards for plants facilities and food processing established by the locality or state in which the vendor's plant is located or by the applicable federal standards, whichever is higher. Vendor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Vendor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of San Bernardino or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher. Distributor shall follow appropriate procedures for First In First out (FIFO) stock rotation system. Products received shall not have a shelf life of expiration date less than one week from the date of delivery or a use by date less than one week from date of delivery. Vendor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. In the event of product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin.

33. INFERIOR PRODUCT

The Vendor agrees to permit inspection of the delivered items by a representative of the Districts with the right of rejection



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of inferior merchandise. The decision of the Districts shall be final. Credit for any product deemed inferior by the District(s) will be reflected immediately upon notification.

34. PACKAGING

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the Districts for product of freight.

35. NUTRITIONAL INFORMATION AND LABELING

In order to accommodate the computerized menu system utilized by the Districts, the successful Vendor shall be required to provide a complete nutrient analysis of products, as requested by the Districts. The nutrient information may be obtained from an independent laboratory. The following information will be required from the manufacturer: weight (gm) or fluid ounces, calories (kcal), protein (gm), carbohydrate (gm), sugar (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), sodium (gm), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg). All processed foods should not contain any artificial trans-fat. All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans. Labels must identify High Fructose Corn Syrup and artificial sweeteners if included. Distributor shall notify the Districts whenever there is a product/ingredient change in any item provided to the Districts. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Districts.

36. SUBSTITUTIONS AND DISCONTINUED ITEMS

Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer's products and code numbers as requested by the Districts unless prior approval has been received to deliver alternate products. The Districts will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case. If the desired product is absolutely not available for any reason, the Districts shall be notified at least 10 days in advance. The Districts shall be given options of a product that is of the same or higher quality at the same cost. Authorization of a substitute product shall be at the sole discretion of the Districts. When substitutions do occur, the Vendor shall adjust ordering quantity to meet original orders and provide nutritional statements and ingredient listings of the replacement product. The Vendor must provide the specified product or an acceptable substitute, as determined by the Districts.

37. DELIVERIES

The successful Bidder/Vendor will make deliveries at the times designated by the Districts in this Request for Proposal. The Districts reserve the right to make additions to, or deletions from the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. Once a mutually agreed upon delivery schedule is established between the Vendor and the Districts, timely delivery of all orders is expected. The Districts reserve the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled to ensure no disruption to service. If, at any time, a delivery cannot be made the Vendor must notify the school/site to negotiate an alternate delivery time or day. The Districts may refuse unscheduled deliveries at the Vendor's expense. For any district order, if the Vendor is unable to perform under the terms of the Contract, or if it fails to deliver any items ordered within the prescribed timelines, the Districts reserve the right to cancel any order or purchase the item on the open market, and to request and receive payment from the Vendor for the difference between the contract price and the price the District pays on the open market.

All prices shall be quoted FOB destination. Destination shall be to the school site as specified by the school district placing the order. All refrigerated products must be delivered in refrigerated trucks. Frozen products are to be delivered at the same time as refrigerated products in a combination refrigerator/freezer truck to avoid multiple deliveries to school sites. No additional fees shall be charged for small orders. A delivery receipt shall accompany all shipments. All costs for delivery, drayage, insurance, freight or the packing of the said articles is to be borne by the bidder/vendor.

A triplicate invoice identifying all items shall accompany all shipments. Failure to complete all deliveries within one (1) calendar days from receipt of order shall be considered sufficient cause for default by Vendor. Deliveries will be made

Instruction & Information for Bidders



by appointment only.

If as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal. Vendor shall be required to reimburse the Districts for the full value of all identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the Districts

38. ACCOUNTING

Invoices will be furnished in triplicate and include delivery site, product name, quantity, unit size, and unit price of all items. The original copy is to be kept by the Vendor and two copies are to be left for the food service lead or designee. An invoice signed by the food service lead or designee is required in order for the invoice to be processed for payment. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner. Statements for all goods purchased within a calendar month shall be made available on an individual site basis. Statements should be sent by the 5th of the month following the month of purchase. (On line statements will be acceptable.) The payment terms of this contract shall be "Net 45 days." All invoices are due and payable within 45 days from invoice date. Vendor will list all discounts and payment options available on the Proposal Worksheet if terms other than "Net 45 days" are offered.

39. RIGHT TO AUDIT

The Vendor shall submit to third party audits and/or inspections initiated by the Districts during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing, escalations and billing. Vendors must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

40. SAFETY AND SECURITY

The Vendor shall comply with all District security regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (Cal Code). Distributor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the affecting District.

41. ADDITIONAL REQUIREMENTS

The Vendor must offer an active website to allow on-line ordering and reporting.

42. AFFIRMATIVE ACTION

It is the policy of the Districts that in connection with all work performed under Contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code, Section 12900, and Labor Code, Section 1735 and the American with Disabilities Act, 42 USC AND 12101 et Seq.

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-



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2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

43. HOLD-HARMLESS CLAUSE

To the fullest extent permitted by law, the Vendor agrees to indemnify, defend and hold the Districts entirely harmless from all liability arising out of: Any and all claims under Worker's Compensation acts and other employee benefit acts with respect to the vendor's employees or vendors subcontractor employees arising out of vendor's work under this proposal; and Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Vendor, or any person, firm or corporation employed by the Vendor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the Districts, arising out of, or in any way connected with the Vendor's work under this proposal, including injury or damage either on or off the property of the District's property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the District. The Vendor, at the Vendor's own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Districts, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Districts, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

44. ATTORNEY'S FEES

In the event of any dispute between the Districts and Vendor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.

End of Instructions and Information for Vendors



GENERAL CONDITIONS

1. AWARD OF AGREEMENT

The District reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals or the proposal, and to make its selection of items awarded based upon its specifications, or which are most economical and/or best suited for the purpose of acceptance for forty-five (45) calendar days after the proposal opening date. The District reserves the right to award to one or more Vendors.

It is the intention of the District to award the proposal to a single vendor for efficiency in ordering and delivery. Award will be on an all or none basis to the single low vendor meeting all the terms and specifications of the price request documents, based on low extended cost, quality of the products, service, delivery requirements, and vendors reputation and references.

The District reserves the right to not necessarily purchase all items and/or quantities listed in the proposal documents. The quantities listed are estimates of the needs of the District and may be adjusted to meet the actual needs, when determined.

2. PRICES

ESCALATION CLAUSE:

Price adjustments for dairy products must be made as follows:

1. The original proposal price and subsequent price changes for each item must remain fixed for at least 30 days.
2. The new prices shall be adjusted to reflect any changes in the minimum price for Class I, II, III, IV dairy components as may be announced by the Dairy Marketing Branch of the Department of Food and Agriculture, Bureau of Milk Management Enforcement. Such changes shall be measured from Class I, II, III and IV price levels in effect at the time this proposal is submitted. Substantiated uncontrollable costs shall be considered only if they constitute a sales below cost violation of section 61384 in the California Food and Agriculture Code and acceptable documentation of costs are provided to the District. Price adjustments will be made on the 1st day of each month of the bid contract. When the price changes are effective on other than these dates, the price adjustment will be on the first day of the next month of the contract year.
3. Juice pricing will remain fixed for the term of the contract. Any requests for mid-term price changes need to be made in writing with proof of substantial ingredient cost changes, 30 days prior to proposed change and need written approval by the District prior to the effected changes.
4. Prices for Wholesale Day of Delivery (WDD) items, (e.g. Butter, Margarine, Cheese, Eggs, Salad Dressing, Oils and other non-milk products, etc., will be adjusted monthly according to market changes on a pass through basis. Pass through basis is defined as any net change in cost will be passed through, as it relates to individual units on a cent by cent basis. Proof of pass through costs will be required upon request and available at any time at the awardees place of business. The District wants to make certain that the awardee does not adjust pricing based on a percentage mark up, but specifically as a net change in cost that is documented.

3. PLACEMENT OF ORDERS

Orders will be issued directly to the vendor by The Food and Nutrition Services Department, commencing from proposal award July 1, 2017 through June 30, 2018.



4. DISCOUNTS

In connection with any discount offered, the discount period shall begin on the date the correct invoice is received and end when final approval of payment as authorized.

5. INVOICES

Invoices shall be submitted in triplicate to The Food and Nutrition Services Department and shall contain the following information: item number, item description, quantity, unit price, extended totals, and applicable discounts for items delivered. Failure to enter the above information on the invoice may cause delay in payment. Payment shall be made on partial deliveries accepted by the participating school district.

6. ORDER LIABILITY

Any liability created by an order issued against this agreement shall be the sole responsibility of the participating school district placing the order.

7. DELIVERY SCHEDULE

Delivery of all items shall commence immediately after receipt of a district purchase order. Failure to complete deliveries on time shall be considered sufficient cause for default.

8. DELIVERY INSTRUCTIONS AND LOCATIONS

DELIVERY INSTRUCTIONS AND LOCATIONS FOR ONTARIO-MONTCLAIR SCHOOL DISTRICT

Due to the district meal schedule, a bonded delivery driver shall make deliveries to the listed sites AFTER 3:00 p.m. and before 9:00 p.m. Monday through Friday. The successful Vendor may be required to sign the District's Key Release and Agreement Form. A list of delivery locations is included herein. The successful Vendor is to make daily deliveries available to all locations listed. The successful Vendor is required to ensure deliveries are made within the time specified. The successful Vendor agrees to make deliveries as follow:

- a. Between 3:00 p.m. and 9:00 p.m. to the individual school sites as ordered by Food & Nutrition Services. The exact delivery time and schedule will need to be confirmed by the successful Vendor and the Director.
- b. Between the hours of 6:00 a.m. to 9:00 a.m. to the NGM Nutrition Center, 1525 South Bon View Avenue; Ontario, CA 91761 as ordered by Food & Nutrition Services.
- c. During summer vacation period, deliveries will be as necessary to schools having a summer lunch program, Nutrition Center and other selected school sites.
- d. The successful Vendor agrees to place the items delivered to the cafeterias in refrigerators/freezers/milk coolers at the individual schools.
- e. All dairy products must be delivered in refrigerated vehicles.
- f. All items ordered under this agreement shall be delivered FOB destination or to the warehouse location specified in the purchase order.

DELIVERY INSTRUCTIONS AND LOCATIONS FOR CHINO VALLEY UNIFIED SCHOOL DISTRICT

Due to the district meal schedule, a bonded delivery driver shall make daily night deliveries, deliveries when cafeteria staff is not present, to the listed sites AFTER 3:00 p.m. and before 6:00 a.m. Sunday through Friday. The successful Vendor may be required to sign the district's Key Release and Agreement Form. A list of delivery locations is included herein. The successful Vendor is to make daily deliveries available to all locations listed. The successful Vendor is required to ensure deliveries are made within the time specified. The successful Vendor agrees to make deliveries as follow:

- a. Between 3:00 p.m. and 6:00 a.m. to the individual school sites as ordered by Nutrition Services. The exact delivery time and schedule will need to be confirmed by the successful Vendor and the Director.



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- b. During summer vacation period, deliveries will be as necessary to schools having a summer lunch program or selected school sites.
- c. The successful Vendor agrees to place the items delivered to the cafeterias in refrigerators/freezers/milk coolers at the individual schools.
- d. All dairy products must be delivered in refrigerated vehicles.
- e. All items ordered under this agreement shall be delivered FOB destination.
- f. Successful vendor agrees to be responsible for locking doors and resetting alarm code after completing a dark drop, if applicable.

The District reserves the right to make additions to, or deletions from the list of delivery locations to be served at any time during the period of the agreement and to revise as necessary any delivery times.

Delivery Locations included in Exhibit I

9. INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items shall be at destination. All substitutions shall have prior approval. Items found to be defective or not in accordance with the proposal specifications shall be replaced by the Vendor at no additional cost to the participating district. Failure to replace items not meeting proposal specifications and/or defective items shall be considered sufficient cause for default.

All items provided under this proposal shall meet or exceed the proposal specifications and shall comply with all Federal and California State laws governing their production, handling, and processing. Inspection shall be the responsibility of the school district and unacceptable products will be rejected by the District and replaced by the Vendor at no cost to the school district. Crushed or damaged product will be rejected. Failure to replace said items within a reasonable period of time shall be considered sufficient cause for default.

Ontario-Montclair School District's Food and Nutrition Services staff reserves the right to inspect distribution/storage facilities without notice.

10. QUALITY

An authorized USDA inspector must supervise the manufacturing plant.

11. CODING

The date of production must be clearly stamped on each case or unit. The code is either easily understandable or the code must be disclosed at the time of bid award and may be shared with the site kitchen managers for the purpose of managing best product and traceability of product.

12. SANITATION

All products shall be produced and handled in accordance with the industry best sanitary practices. Employees, equipment and manufacturing plant shall meet State and County Health Department requirements to assure clean, sound and sanitary products.

13. BOVINE GROWTH HORMONE (BGH)

Successful Vendor is to certify in writing that Bovine Growth Hormone is not administered to herds that supply milk to dairy.

14. PACK

If a pack is other than stated on the proposal, successful Vendor shall specify pack.

15. STANDARDS

A copy of the report of the most recent State Analysis of milk fat, bacteria count and other pertinent data must be obtained from the State and included with the proposal. State standards must be maintained during the contract period for all the items listed. If the State analysis report does not accompany proposal, the proposal will not be accepted. The Health Department will take periodic sampling of milk and dairy products delivered. Any deviation from specifications will require replacement or price adjustment.

16. INDEPENDENT CONTRACTORS

While providing the items included herein, the successful Vendor is an independent contractor and not officer, employee or agent of any participating district.

17. "PIGGYBACK" CLAUSE

PARTICIPATION BY OTHER DISTRICTS - Upon mutual agreement, other school districts in the Riverside, San Bernardino, Los Angeles, and Orange County may procure items off this proposal under the same terms and conditions stated in this proposal. REF: PCC 20118. Said school district public entities shall process their purchase orders and warrants directly to the successful Vendor upon agreement by the District and the Vendor.

Acceptance or rejection of this clause WILL NOT affect the outcome of this proposal.

18. GOVERNING LAW AND VENUE

In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Bernardino or Los Angeles.

19. PREVAILING LAW

In the event of any conflict or ambiguity between a) the Instructions and Information for Bidders, Instructions for Submitting Proposals, General Conditions, Specifications, Agreement, or any other document forming a part of this Invitation for bids, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

20. INSURANCE

Without limiting Vendor's indemnification of the District, Vendor shall provide and maintain at its own expense during the term of the resulting contract, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the District and evidence of such program(s) satisfactory to the District shall be delivered to the office of the Director of Food and Nutrition Services, on or before the effective date of Contract. Such evidence shall specifically identify the contract and shall contain express conditions that District is to be given at least thirty (30) days written notice in advance of any modification or cancellation of any policy of insurance.

A. Liability

Such insurance shall be primary to and not contributing with any other insurance maintained by the District, shall name the Ontario-Montclair School District as an additional insured and be submitted with the proposal, and shall include but not be limited to:

1. Comprehensive General Liability Insurance



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Endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of \$1,000,000.00 per occurrence.

2. Comprehensive Automobile Liability

Endorsed for all owned and non-owned vehicles with a combined single limit \$1,000,000.00 per occurrence.

B. Worker's Compensation

A program of Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services on behalf of Vendor and all risks to such persons under this contract.

C. Product Liability

Vendor must maintain liability insurance including extended coverage for product liability in an amount not less than one million dollars (\$1,000,000.00) combined single limit and provide each participating district with a certificate evidencing insured and specifying that coverage shall not be canceled or modified without 30 days prior notice.

21. CAL-OSHA

The Vendor certifies by delivery, that all items furnished under this Agreement meet or exceed applicable CAL-OSHA codes.

22. HEALTH INSPECTION

The Vendor must include a copy of the most recent Environmental Health Inspection Report of all operating facilities with the proposal package. The District reserves the right to inspect the vendor's facilities. Upon request, the District at any time may require a copy of the latest Health Inspection report. A grade lesser than an "A" will result in terminating the contract.

23. DEFAULT

The District may, by written notice of default to the Vendor, terminate the whole or any part of their order under this Agreement if:

A. The Vendor fails to make delivery within the time specified herein.

OR

B. The products received are of inferior quality and not the same as specified or shown at the sampling. These items shall be returned at the seller's cost. Seller shall arrange for pick up after written notification by the District. Seller shall be responsible for cost of replacement if purchaser deems it necessary to procure suitable substitute items from supplier other than original seller. Purchaser may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

OR

C. The successful Vendor fails or neglects to furnish or deliver any equipment, products, materials or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this proposal document in its entirety, the District reserves the right to purchase the items herein specified from another Vendor. All additional costs or expenses incurred by reason of the failure of the successful Vendor, as above stated, shall be paid by such Vendor and his sureties, if any. The price paid by the District shall be considered the prevailing market price at the time such purchase is made. In the event that the Vendor terminates orders in whole or in part, the District may procure supplies or services similar to those so terminated from other sources, and the Vendor shall be liable to the District for any additional costs for such similar supplies or services.



OR

- D. Any of the successful Vendor's pricing, including the original proposal and during the length of this agreement, sales below cost as established by the Food and Agricultural Code (FAC). Section 61384 of the FAC states that the sale below cost by any retailer, wholesale customer, manufacturer, or distributor, including any producer-distributor or nonprofit cooperative association acting as a distributor, of milk, cream, or any dairy product at less than cost is an unlawful practice. To assure itself that public agency prices are being offered, the District requires each Vendor to submit: Dairy Product Sale Below Cost Affidavit and a copy of its appropriate written public agency price schedule with the proposal response. At the first indication there maybe a sale below cost, the District will request that the Dairy Marketing Branch, Enforcement Unit of the Department of Food and Agriculture evaluate the transaction and make the determination if a sale below cost has occurred.

The Vendor shall not be liable for any excess costs if the failure to perform under this Agreement arises out of causes beyond their control.

Such causes may include, but are not restricted to: acts of God or of the public enemy, acts of the Government, acts of any of the participating school districts or anyone employed by them, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases are excluded from this section.

The Vendor shall be required to deliver all supplies or services under this Agreement that is not terminated.

24. INDEPENDENT CONTRACTORS

While providing the items included herein, the Vendor is an independent contractor and not officer, employee, or agent of any participating school district.

25. NON-DISCRIMINATION ENDORSEMENT

Vendor agrees to comply with all applicable Federal and California state anti-discrimination laws and regulations and agrees not to unlawfully discriminate against any prospective or active employee engaged in the work on basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by the law, including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Vendor agrees to require like compliance by all subcontractors employed, or any other category protected by the law. Vendor is required to sign the Equal Opportunity Act endorsement included with this agreement.

26. ASSIGNMENT OF THE AGREEMENT

No agreement awarded under this proposal shall be assigned without the prior written approval of the District.

27. LIABILITY

The Vendor shall hold the District, its officers, Board members, agents, servants and employees harmless from liability of any nature or kind whatsoever (including sales-below-cost as prohibited by Section 61384 of the Food and Agricultural Code) on account of use by the publisher or author, manufacturer, or agent, or any copyrighted composition, secret process, patented or unpatented invention, or appliance furnished or used under this proposal.

28. QUANTITIES

Quantities shown are estimated usages of the District for the proposal period. The District reserves the right to purchase more or less of the units specified. The District will order in quantities best suited to their needs and storage facilities. Prices proposal shall be firm and shall not increase or include shipping or any additional handling fees for districts ordering in small quantities. (These quantities are not guaranteed but are included for information.)



29. VENDORS DISCLOSURE INFORMATION

All disclosure, certification and non-collusion forms or affidavits contained in this proposal must be completed and submitted at the time this proposal is required to be submitted to the District.

30. CERTIFICATIONS

- A. The **VENDOR** shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations. Refer to page 11 #42 Affirmative Action
- B. The **VENDOR** shall comply with all applicable standards, orders, or regulations issued, including:
- Section 306 of Clean Air Act (42 U.S.C. 1847[h]): <http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>
- Section 508 of the Clean Water Act (33 U.S.C. 1368): <http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>
 - Executive Order 11738: <http://www.epa.gov/isdc/eo11738.htm>
 - Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations, Part 15, et seq.* (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8466c743584c79a&tpl=/ecfr/browse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the **VENDOR** agrees not to use a facility listed on the EPA's List of Violating Facilities
- C. **Debarment Certification** – The USDA Certification Regarding Debarment must accompany this proposal and each subsequent additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- D. **Lobbying** – The Certification Regarding Lobbying and a Disclosure of Lobbying Activities from (Appendix A: 7CFR Part 3018) must accompany this proposal and each additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- E. **Energy Policy and Conservation Act:** <http://legcounsel.house.gov/Comps/EPCA.pdf>, the **VENDOR** shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.
- F. **Contract Work Hours and Safety Standards Act Compliance:** <http://www.dol.gov/compliance/laws/comp-cwhssa.htm> . In performance of this Contract, the **VENDOR** shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act
- G. The Certification Regarding the Iran Contracting Act
- H. **The Contractors Certification** – Regarding Drug Free Workplace must accompany this Proposal
- I. **The Contractors Certification** – Alcoholic Beverages and Tobacco Free Workplace must accompany this proposal



Hollandia Dairy
622 E. Mission Rd.
San Marcos, CA 92069

J. **The Contractors Certification – Worker Compensation** must accompany this proposal

K. **Clean Air and Water Certification**

31. EVALUATION AND AWARD CRITERIA

The Evaluation and Award Criteria Form must be completed and submitted with the proposal.

End of General Conditions



Hollandia Dairy
622 E. Mission Rd.
San Marcos, CA 92069

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY VENDOR AND SUBMITTED WITH PROPOSAL**
(Public Contract Code Section 7106)

The undersigned declares:

I am the CEO of Hollandia Dairy the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham proposal. The Vendor has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham proposal, or to refrain from proposing. The Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Vendor or any other Vendor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Vendor. All statements contained in the proposal are true. The Vendor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Vendor 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 Vendor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/21/2017 [date], at San Marcos [city], California [state].

Patrick Schuber
(Signature of Officer)

Patrick Schuberger
(Typed Name of Officer)

CEO
(Office)



Hollandia Dairy
622 E. Mission Rd.
San Marcos, CA 92069

**DAIRY PRODUCT SALE BELOW COST AFFIDAVIT TO BE EXECUTED
BY VENDOR AND SUBMITTED WITH PROPOSAL**
[Food and Agricultural Code (FAC) Section 61384]

State of California)
County of San Diego)

Patrick Schallberger, being first duly sworn, deposes and says that he or she is
(name)

the CEO of Hollandia Dairy the party making
(Title) (Contractor)

The foregoing proposal does not and will not contain below cost pricing for the term of this contract and is in compliance with Section 61384 of the FAC states that the sale below cost by any retailer, wholesale customer, manufacturer, or distributor, including any producer-distributor or nonprofit cooperative association acting as a distributor, of milk, cream, or any dairy product at less than cost is an unlawful practice.

This Vendor will assure and submit to the District that the prices that are being offered, a genuine copy of its appropriate written public agency price schedule. The District reserves the right to submit this affidavit and price schedule to the Dairy Marketing Branch, Enforcement Unit of the Department of Food and Agriculture to evaluate the transaction and make the determination if a sale below cost is being presented.

Patrick Schallberger
(Signature of Officer)

Patrick Schallberger
(Typed Name of Officer)

CEO
(Office)

On _____, 201__, before me, _____ personally
personally known to me (or proved to me on the appeared basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) or the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

(Seal) SEE ATTACHED



Hollandia Dairy
622 E. Mission Rd.
San Marcos, CA 92069

EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9892. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

CERTIFICATE

I/We hereby certify that the Hollandia Dairy Inc (contractor)

is an equal opportunity employer as defined in the Equal Opportunity Act

DATE: 4-21-2017
By: Patrick Schallberger

Hollandia Dairy, Inc. (Patrick Schallberger, CEO)
CONTRACTOR



Hollandia Dairy
622 E. Mission Rd.
San Marcos, CA 92069

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by 1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and 2) potential or existing contractors/vendors as part of an original proposal, contract renewal or extension when the contract exceeds \$100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and RFP, Bids and Contracts

Exceeding \$100,000 in Federal Funds

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

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

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

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:
OR		
Name of Food Service Management or Food Service Consulting Company: (Vendor)		
<u>Hollandia Dairy</u>		
Printed Name and Title: <u>Patrick Schallberger, CEO</u>	Signature: <u>[Signature]</u>	Date: <u>6-21-17</u>
Name of School Food Authority:		Agreement Number:

California Department of Education
Child Nutrition and Food Distribution Division
Approved by OMB 0348-046

School Nutrition Programs Unit
April 1998



Hollandia Dairy
622 E. Mission Rd.
San Marcos, CA 92069

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	2. Status of Federal Action: <input type="checkbox"/> Proposal/offer/application <input type="checkbox"/> Initial award <input type="checkbox"/> Post-award	Report Type: <input type="checkbox"/> Initial filing <input type="checkbox"/> Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____, if known Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10b. 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. Type of Payment (check all that apply): <input type="checkbox"/> Retainer <input type="checkbox"/> One-time fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other; specify: _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> Cash <input type="checkbox"/> In-kind; specify: _____ <input type="checkbox"/> Nature _____ <input type="checkbox"/> Value _____		
14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No		



Hollandia Dairy
622 E. Mission Rd.
San Marcos, CA 92069

<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <u>Patrick Schallerger</u> Print Name: <u>Patrick Schallerger</u> Title: <u>CEO</u> Telephone No: <u>(951) 744-3222</u> Date: <u>6-21-2017</u></p>
<p>Federal Use Only:</p>	<p>Authorized for local reproduction Standard Form - LLL</p>

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.



Hollandia Dairy
622 E. Mission Rd.
San Marcos, CA 92069

8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Proposal (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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



Hollandia Dairy
 822 E. Mission Rd.
 San Marcos, CA 92069

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

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

 Name of School Food Authority

 Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Hollandia Dairy
 Company Name

622 E. Mission Rd. San Marcos, CA
 Address

Patrick Schallberger
 Printed Name

CEO
 Title

Patrick Schallberger 6-21-17
 Signature Date

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



Hollandia Dairy
622 E. Mission Rd.
San Marcos, CA 92069

INSTRUCTIONS FOR CERTIFICATION

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



Hollandia Dairy
622 E. Mission Rd.
San Marcos, CA 92069

**IRAN CONTRACTING ACT
CERTIFICATION OF ELIGIBILITY TO PROPOSAL FOR CONTRACTS OF \$ 1 MILLION OR MORE
(Public Contract Code sections 2202-2208)**

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

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

OPTION #1 - CERTIFICATION

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

<i>Vendor Name/Financial Institution (Printed)</i> Hollandia Dairy	<i>Federal ID Number (or n/a)</i> 33-0219444
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Patrick Schallberger, CEO	
<i>Date Executed</i> 6-21-2017	<i>Executed in</i> San Marcos, CA

OPTION #2 -- EXEMPTION

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

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

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

**CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful Vendors pursuant to the requirements mandated by Government Code sections 8350 *et. seq.*, the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

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

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

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

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

DATE: 6-21-2017

Hollandia Dairy
CONTRACTOR

By: Darsh Shah
Signature



Hollandia Dairy
622 E. Mission Rd.
San Marcos, CA 92069

**CONTRACTOR'S CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

DATE: 6-21-2017

Hollandia Dairy
CONTRACTOR

By: Pat Shul
Signature



Hollandia Dairy
 822 E. Mission Rd.
 San Marcos, CA 92069

OMSD Contract Number: _____



Fingerprint Compliance
ONTARIO-MONTCLAIR SCHOOL DISTRICT
 950 WEST "D" STREET • ONTARIO, CALIFORNIA 91762 • (909) 459-2500

Certification of Compliance with California Education Code Section 45125.1

I hereby certify that all owners and employees of Hollandia Dairy [name of VENDOR] ("VENDOR") who may come in contact with pupils and are required by California Education Code Section 45125.1 to submit or have their fingerprints submitted to the Department of Justice have now done so, that I have received and reviewed the report and that none of the foregoing have been convicted of a felony as defined in California Education Code Section 45122.1. The Ontario-Montclair School District is entitled to rely upon this representation. VENDOR hereby agrees to indemnify Ontario-Montclair School District for any and all claims, damages, suits and liability that arise out of, relate to or is associated with a failure of VENDOR to comply with California Education Code Section 45125.1 or with a failure to exercise reasonable care with respect to proper selection and/or supervision of VENDOR's employees who may come in contact with pupils.

" VENDOR "

Patrick Schallberger

Signature

Patrick Schallberger

Printed Name

CEO

Title

622 E. Mission Rd.

Address

San Marcos, CA 92069

City, State, Zip

960. 744.3222

Telephone Number

ONTARIO-MONTCLAIR SCHOOL DISTRICT
Ontario, California

April 19, 2018

TO: Elvia M. Rivas, President and Board of Trustees
FROM: James Q. Hammond, Superintendent
SUBJECT: Purchasing and Contracts Report

REQUESTED ACTION

Approve the contracts listed in the Purchasing and Contracts Report.

BACKGROUND INFORMATION

In accordance with Government Code 53060 and Education Codes 35160 and 17604, contracts must be approved by the Board of Trustees.

District staff routinely review existing contracts and bring those that need renewing to the Board for consideration.

The proposed contracts are included in the agenda under separate cover and are available for review.

Prepared by: Phil Hillman, Chief Business Official



FINANCIAL IMPLICATIONS

The fiscal impact and funding source(s) are delineated on the report.

Reviewed by: Phil Hillman, Chief Business Official



SUPERINTENDENT'S RECOMMENDATION

The Superintendent recommends the Board approve the contracts listed in the Purchasing and Contracts Report.

Approved by: James Q. Hammond, Superintendent



Purchasing and Contracts Report
April 19, 2018

23. Contract C-178-409 with **EDU HEALTHCARE** to provide specialized academic and/or related services to individuals with disabilities per their Individualized Education Program (IEP) or per recommendation of designated staff. Effective April 19, 2018 through June 30, 2019. Total cost not to exceed \$100,000. [Originator: OMSD-SELPA/Fund: Special Education/SELPA]
24. Contract C-178-410 with **ADVANTES SPEECH THERAPY SERVICES, INC.**, to provide specialized assessments and related therapy services to students with disabilities per their Individualized Education Program (IEP) plan. Effective April 19, 2018 through June 30, 2018. Total cost not to exceed \$10,000. [Originator: OMSD-SELPA/Fund: Special Education/SELPA]
25. Contract C-178-411 with **CAL POLY POMONA** to provide a formal working relationship between the parties and establish a relationship between the University and District to enable an educational experience for students' internship program. Effective March 16, 2018 through June 30, 2022. There will be no net cost to the District as the University pays for any salary earned. [Originator: Human Resources]
26. Contract C-178-414 with **STUDIO 1** to provide photography services for the 2018-2019 school year at Vista Grande Elementary School and Vernon Middle School. Effective July 1, 2018 through June 30, 2019. At no cost to the District. [Originator: Business Services]
27. Contract C-178-415 with **AMY'S FARM** to provide outdoor education activities for students at Moreno Elementary School. The outdoor educational activities are aligned to and support the science and social studies curriculum and provide experiences to strengthen the physical, social, and emotional development of students. Effective May 1, 2018 through May 30, 2018. Total cost not to exceed \$270. [Originator: Business Services/Fund: General]
28. Contract C-178-416 with **RILEYS AT LOS RIOS RANCHO** to provide outdoor education activities for students at Arroyo Elementary School. The outdoor educational activities are aligned to and support the science and social studies curriculum and provide experiences to strengthen the physical, social, and emotional development of students. Effective only on April 11, 2018. Total cost not to exceed \$750. [Originator: Business Services/Fund: Donations]
29. Contract C-178-424 with **SKC COMPANY** for lease of relocatable buildings at Euclid Elementary School for interim housing. Effective April 6, 2018 through April 5, 2019. Total cost not to exceed \$642,680. [Originator: Purchasing/Fund: School Facility Program]
30. Contract C-189-002 with **BART CHRISTIAN** to provide customer service training for food service employees. Effective April 19, 2018 through August 7, 2018. Total cost not to exceed \$5,500. [Originator: Food & Nutrition Services/Fund: Cafeteria]
31. Contract C-189-005 with **PTM DOCUMENT SYSTEMS** for service agreement and paper supplies/forms for the Print to Mail system at Food & Nutrition Services. Effective July 1, 2018 through June 30, 2019. Total cost not to exceed \$399. [Originator: Food & Nutrition Services/Fund: Cafeteria]
32. Contract C-189-006 with **CITY OF ONTARIO** to allow OMSD to operate the Child and Adult Care Food Program and Seamless Summer Feeding Program to provide after school meals and summer meals to students at designated community centers in the City of Ontario. Effective July 1, 2018 through June 30, 2019. At no cost to the District. [Originator: Food & Nutrition Services]
33. Amendment M1 to Contract C-167-422 with **HOLLANDIA DAIRY** for dairy, juice, and dairy products. Amendment is to term. Effective July 1, 2018 through June 30, 2019. All other properties of the agreement remain unchanged. [Originator: Food & Nutrition Services/Fund: Cafeteria]

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25. Contract C-189-529 with **SAN FRANCISCO STATE UNIVERSITY** to provide education and training for students in various aspects of internship. Effective February 1, 2019 through February 1, 2020. At a cost of \$1,000 for each intern. [Originator: Human Resources/Fund: General]
26. Contract C-189-541 with **SOUTHERN CALIFORNIA GAS CO.**, to provide pre-planning for natural gas services at Euclid Elementary School. At no cost to the District. [Originator: Facilities Planning & Operations]
27. Contract C-190-000 with **SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS** to provide direct certification information to District for use in determining eligibility for Child Nutrition Programs. Effective July 1, 2019 through June 30, 2022. At no cost to the District. [Originator: Food & Nutrition Services]
28. Contract C-190-011A with **SCHOOL PORTRAITS BY ADAMS PHOTOGRAPHY, INC.**, to provide photography services for the 2019-2020 school year at Ramona Elementary Schools Effective July 1, 2019 through June 30, 2020. At no cost to the District. [Originator: Business Services]
29. Contract C-190-012 with **FRANKLINCOVEY** for Mariposa Elementary School to receive an advanced membership license for The Leader in Me program. Effective July 2, 2019 through July 1, 2020. Total cost not to exceed \$13,150. [Originator: Business Services/Fund: General]
30. Contract C-190-013 with **FRANKLINCOVEY** for The Leader in Me training sessions and materials to be provided to staff at Mariposa Elementary School. Effective July 2, 2019 through July 1, 2020. Total cost not to exceed \$6,000. [Originator: Business Services/Fund: General]
31. Correction to Contract C-189-475 with **KAISER FOUNDATION HOSPITALS** for Memorandum of Understanding for Kaiser to provide and administer influenza vaccines. Correction is to end date. Effective June 1, 2019 through December 31, 2024. At no cost to the District. [Originator: Learning & Teaching]
32. Amendment M1 to Contract C-189-058 with **CITY OF MONTCLAIR** to provide up to four hours per week of gap coverage to accommodate up to 45 Kindergarten students at thirteen school sites within the OMSD. Amendment is to cost. Total cost of amendment not to exceed \$14,630 per year for a revised total cost not to exceed \$204,085.75. All other properties of agreement remain unchanged. [Originator: Fiscal Services/ Fund: General]
33. Amendment M2 to Contract C-167-016 with **VOYA FINANCIAL** to administer the District's Supplemental Term Life Insurance group policy. Amendment is to term. Effective July 1, 2019 through July 1, 2021. All other properties of agreement remain unchanged. [Originator: Fiscal Services/Fund: General]
34. Amendment M2 to Contract C-167-422 with **HOLLANDIA DAIRY** for dairy, juice, and dairy products. Amendment is to term. Effective July 1, 2019 through June 30, 2020. All other properties of the agreement remain unchanged. [Originator: Food & Nutrition Services/Fund: Cafeteria]
35. Settlement Agreement – SA1819-05, OMSD, in collaboration with the parent, drafted a settlement agreement to provide compensatory education through a mutually agreed upon non-public agency and compensable attorney's fees not to exceed \$2,500.



From our cows to you... Naturally!

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February 7, 2019

Ms. Sara Maragni
Ontario Montclair/Chino School District
1525 S. Bon View Avenue
Ontario, CA 91761

Subject: Bid NO. C-167-422

Dear Ms. Sara Maragni:

Thank you for giving Hollandia Dairy the opportunity to serve the Ontario Montclair Unified District. It is our desire to renew the contract for an additional 12-month period beginning July 1, 2019 - June 30, 2020. All terms and conditions of the contract would remain the same.

We appreciate your business and look forward to your response. If you have any questions, please do not hesitate to call me.

Sincerely,

Kathy Santos
Customer Service & Special Accounts Manager
O: 760-744-3222 x 118

The Ontario-Montclair School District accepts the above-mentioned proposal.

Signed:

Phil Hillman, CBO

Date: 4/19/19



April 25, 2019

Audrey Witty
Director of Nutrition Services
Perris Union High School District
1151 North A Street
Perris, CA 92570

Dear Audrey,

Thank you for your business. We appreciate the opportunity to serve Perris Union High School District. We have renewed our contract with Ontario-Montclair's Unified School District (Contract C-167-422). Our desire is to continue doing business utilizing the piggyback option contained in the Ontario-Montclair Contract. All terms and conditions will remain the same and you will continue to receive monthly price schedules.

If I may be of further assistance, do not hesitate to contact me directly.

Best regards,

Kathy Santos
Customer Service & Special Accounts Manager
760-744-3222 x118

Kathy_santos@hollandiadairy.com