

RFP # Q4-22
REQUEST FOR PROPOSALS
For
FRESH PRODUCE
2022-2023 SCHOOL YEAR



LOMPOC UNIFIED SCHOOL DISTRICT

Purchasing Department
ATTN: Angelica Hernandez
1301 North A Street, Lompoc, CA 93436
805-742-3290
www.lusd.org

BOARD OF TRUSTEES

Nancy Schuler-Jones	President
Steve Straight	Vice-President
Janet Blevins	Clerk
Tom Blanco	Member
William "Franky" Caldera	Member
Trevor McDonald	Superintendent

Release Date: April 6, 2022

Proposal Advertisement	1 st April 6, 2022 2 nd April 13, 2022
Last Day for RFIs	April 20, 2022 at 2:00 p.m.
RFI Response	April 25, 2022 at 2:00 p.m.
Proposal Due	May 2, 2022 at 2:00 p.m.
Proposal Results	May 13, 2022
Board Approval	May 24, 2022
Notice of Award	May 25, 2022
Commence Contract	July 01, 2022

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Lompoc Unified School District
RFP # Q4-23 (FRESH PRODUCE)

NOTICE TO RESPONDENTS

The Lompoc Unified School District ("District") is requesting proposals to provide an inventory of process USDA food items for the District's food services program for the 2022-2023 school year, renewable for one (1)-year terms up to three (3) years total.

Respondents to this Request for Proposals ("RFP") should mail or deliver their sealed proposal in an envelope marked with the **RFP Number** and addressed to:

Lompoc Unified School District
Purchasing Services Department
ATTN: Angélica Hernandez
1301 North A Street
Lompoc, CA 93436

ALL SUBMITTALS ARE DUE BEFORE 2:00 P.M., ON MONDAY, MAY 2, 2022. Late submittals will not be accepted or considered. Fax or email responses will not be accepted.

If you have any questions regarding this RFP, please contact Nilufer Jorgenson, Buyer, Purchasing Services, at jorgenson.nilufer@lUSD.org before 2:00 p.m., on Wednesday, April 20, 2022. Questions must be submitted in writing and answers will be posted on the District website, www.lUSD.org/departments/purchasing-services, Wednesday, April 27, 2022, by 2:00 p.m.

The District reserves the right to reject any and all submittals. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. In no event will the District be responsible for the cost of preparing a response to this RFP. The District also reserves the right to waive any informalities or irregularities in received submittals. All Respondents will be responsible for obtaining any addendums or revisions to the project which will be posted in the same manner as the RFP documents.

Thank you for your interest in our District and participation in this process!

INSTRUCTIONS TO RESPONDENTS

I. INTRODUCTION

The Lompoc Unified School District ("District") is a public school district serving approximately 8,442 students living in the City of Lompoc, Vandenberg Village, Mesa Oaks, Mission Hills, Vandenberg Air Force Base, and rural areas adjacent to these communities. Lompoc is located 150 miles northwest of Los Angeles in Santa Barbara County, with a population of approximately 40,000. Lompoc is the support city for Vandenberg Air Force Base, the aerospace center of the West Coast.

The District is seeking proposals in response to this Request for Proposals ("RFP") from vendors to provide an inventory of food and supplies for the District's food services program for the upcoming school year (2022-2023). The contract awarded (if any) will be for one (1) year and renewable for one (1)-year terms up to three (3) years total.

The District will choose the vendor that meets the objectives of the solicitation and can provide the greatest overall benefit to the District for each line item or category, based upon the information presented in the proposals and any supplemental responses. While price alone is not the sole basis for award, it remains the primary consideration when awarding a contract under this procurement method pursuant to subsection (c) of 20111 of the California Public Contract Code.

A complete response is required in order to be considered. Vendors are required to comply with applicable laws and regulations as well as the District's insurance requirements. The District reserves the right to reject any and all submissions and seek additional responses if the number or quality of responses does not meet the stated criteria.

II. DISTRICT'S RFP PROCESS

A. Limitations and District's Right to Reject

The District, in its sole discretion, reserves the right to:

- Accept or reject any and all proposal submissions, or any portion or combination thereof;
- Contract with any responding entity, or several responding entities, in whatever manner the District decides; and/or
- Waive any informality or non-substantive irregularity, not affected by law, as the interests of the District may require.

This RFP is not an offer by the District to contract with any party responding to this RFP. This RFP does not commit the District to select any entity and the District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. In no event will the District be responsible for any costs or expenses incurred in preparing and submitting responses to this RFP.

The District reserves the right to add additional vendors for consideration after receipt of submittals if it is found to be in the best interest of the District. All decisions concerning firm selection will be made in the best interests of the District.

B. Full Opportunity

The District hereby affirms that Disadvantaged Business Enterprises (DBE), Small Local Business Enterprises (SLBE), Small Emerging Local Business Enterprises (SELBE), Disabled Veterans Business Enterprises (DVBE), and minority and women business enterprises shall be afforded full opportunity to submit proposals in response to this RFP and that no respondent will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national original, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

C. Restrictions on Lobbying and Contacts

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity responding 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 or the award of the contract(s) with any member of the District's governing board ("Board"), or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the entity submitting a proposal.

D. Limitations

The award of a contract, if at all, is at the sole discretion of the District. The District shall in no event be responsible for the cost of preparing a response to this RFP. The proposals, and any other supporting materials submitted to the District in response to this RFP, will not be returned and will become the property of the District unless portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals shall be held confidential by the District and shall not be subject to disclosure in accordance with the parameters of the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an agreement, or (2) the District has rejected all proposals. Furthermore, the District will have no liability to the Respondent or any other party as a result of any public disclosure of any proposal.

III. SCOPE OF SERVICES

Although the full scope of services shall be stated in the final Purchase Agreement, the form of which is attached to this RFP ("Agreement"), the vendor will be expected to be capable of fulfilling, at a minimum, quantities of the line items for the District's food services program requested by the District in order to meet the District's needs. Delivery locations are set forth in **ATTACHMENT A-1**.

The District's form of Agreement is attached as **ATTACHMENT B** to this RFP. The vendor's applicable scope of services will be detailed and finalized in the Agreement; however vendor's minimum obligations are currently provided in **Exhibits A and B** of the Agreement. The scope may be modified at the sole discretion of the District prior to

execution by the selected vendor. Any addenda or bulletins issues by the District during the time soliciting proposal or forming a part of the proposal loaned to the vendor for the preparation of this proposal shall be covered in the proposal and shall be made a part of the Agreement.

IV. VENDOR'S MINIMUM REQUIREMENTS

A. Form of Agreement

Selected vendor must be able to execute the District's form of Agreement attached at **ATTACHMENT B**. The Proposal Form and Proposal Sheets are attached as **ATTACHMENT A-2** to this RFP and must be completed and submitted. If selected, vendor understands it is entering in a contract with the District in accordance with the terms of the District's form of Agreement and proposal. The District may not consider any objections or modifications to the Agreement after the RFP process has closed.

B. Agreement Components

The successful vendor(s) to whom an Agreement has been awarded shall execute and submit the following documents and information by 5:00 p.m. of the seventh (7th) day following the date of Board approval of the award of contract. Failure to properly timely submit these documents may entitle the District to reject the proposal as being non-responsive:

1. **Purchase Agreement** (Form is attached at **Attachment B** to this RFP.)
2. **Insurance Certificate and Endorsements** (Minimum requirements are set forth in the form of Agreement.)
3. **Workers' Compensation Certification** (Form is attached to the Agreement.)
4. **Fingerprinting/Criminal Background Investigation Certification.** (Form is attached to the Agreement.)
5. **Drug-Free Workplace Certification** (Form is attached to the Agreement.)
6. **Tobacco-Free Environment Certification** (Form is attached to the Agreement.)
7. **W-9 Form**
8. **Nutritional Analysis (or CN Database or other manufacturer's documentation verifying products' contribution to the meal pattern) for the awarded Delivery Items**

C. Pricing And Invoice

1. Invoices are checked regularly. Any discrepancies in pricing will require a credit for the price discrepancy and the pricing to be corrected in the system, to avoid future errors. Continued negligence in invoicing will result in a \$50.00 fine for each item, in addition to a credit for the price discrepancy of the products purchased. Ongoing, improper billing may result in termination of the Agreement. Ongoing, unapproved substitution is also reason for termination of the contract.

2. If levied, California State sales tax (or use tax) will be paid by the District and prices shall not include state and local sales tax. Sales tax shall be in addition to the unit price.

3. All items to be quoted FOB destination prepaid and allowed. All costs of delivery drayage, freight or packing are to be borne by the vendor. No additional charges, or fuel surcharges, on invoices will be accepted.

D. Pass-Through Discounts

All discounts, rebates and other applicable credits received by the vendor, to the extent those credits are allocable to purchases on behalf of the District for the food services program, including those obtained from vendors, suppliers, manufacturers or distribution companies, and vendor's regional or national purchasing or distribution arrangements, shall be credited to the District within thirty (30) days of receipt. Any minimum amount of guarantees of discounts, rebates, and credits shall be identified in the vendor's proposal.

E. Other District Requirements and Instructions

4. Required Contractual Terms and Scope of Services. District's other requirements and requests are set forth in the form of Agreement at **ATTACHMENT B**. The vendor's scope of services is detailed in **Exhibits A and B** of the Agreement, and other contractual obligations are provided throughout the Agreement. *Respondent must carefully review the specific scoping details in the form of Agreement and by submitting a proposal in response to the RFP, Respondent understands it must comply with these terms, obligations, and delivery requirements.*

5. Estimation of Orders. The quantities listed at **ATTACHMENT A-2** are estimates only and based on the District's prior year's usage. The District reserves the right to purchase reasonably more or less than the quantities stated, and for when the District needs the items for its program.

6. Informed Respondents. Before submitting its proposal, Respondents must fully inform themselves of the conditions, requirements, and specifications of the services and/or materials to be furnished. Failure to do so will be at Respondents' own risk and they cannot secure relief on the plea of error.

7. Untimely/Incomplete Deliveries. In the event deliveries are not made, which results in loss of reimbursement funds for the District's meal programs, upon satisfactory agreement between the vendor and the District, the District will deduct the total lost reimbursement from the supplier's current invoices.

8. Locally Grown And Produced Products. The District prefers locally grown products whenever possible and has a goal of procuring, at minimum, 30% locally grown and produced. The District's definition of local includes two tiers: 1) grown **or produced** a 250-mile radius of Lompoc; or 2) grown within the State of California. If California or U.S. grown product is not available in sufficient quantities to provide affordability, then only products inspected and approved by USDA are acceptable, and must be approved by the District's Director of Child Nutrition Services.

9. Brand Names. Manufacturers' names, trade names, brand names, manufacture numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

10. Brand Substitutions. Proposals will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the Respondent to indicate the brand names and manufacture item numbers, and to provide evidence of the equality of the items to the products specified in the solicitation. The

District will be the sole judge of whether such alternates are equivalent to the items specified. The District reserves the right to waive immaterial variations in the specifications.

11. Cancellation for insufficient or non-appropriated funds or USDA food products. The Respondent hereby agrees and acknowledges that monies utilized by the District to purchase the listed items is public money appropriated by the United States Department of Agriculture and State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this solicitation at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds and/or lack of availability of USDA foods products.

12. Buy American. As required by the buy American provision, all products must be of domestic origin as required by 7 CFR part 210.21 (d). The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the United States or is processed in the United States substantially using agricultural commodities that are produced in the United States as provided in 7 CFR part 210.21 (d). Should any product originate outside of the United States and is not considered a "domestic commodity or product" in accordance with 7 CFR part 210.21 (d), vendor shall be required to provide written notification to the District at least thirty (30) days prior to the scheduled delivery date for that product. The District reserves the right to reject any product or item that is not a "domestic commodity or product" as defined by 7 CFR part 210.21 (d). LUSD requires that suppliers certify the food product was processed in the United States and certify the percentage of United States content, by weight or volume, in the food component of processed food products supplied to LUSD.

13. Boxing and Crating Requirements. The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the proposal unless otherwise specifically stated in the District's request. All packing, crating, or other debris resulting from delivery or setup of commodity purchased shall be removed and properly disposed of by vendor.

14. Conflict of Interest. On its Proposal Form, Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

15. Debarment Certification. The Agreement contemplates expenditures from the District's Cafeteria Fund and, as such, the District must adhere to applicable federal procurement requirements for expenditure. As required by federal regulations (including 7 CFR part 3017), all Respondents must execute and include with their response a Debarment Certification, certifying that Respondent is not debarred, suspended, ineligible or voluntarily excluded from participation in the transaction. Pursuant to the Agreement and federal law, a vendor must also require all of its subcontractors to make the same certifications as vendor regarding debarment status in its subcontracts with vendor.

16. Assignment. Any contract resulting from this RFP and any amendments or supplements thereto shall not be assignable by the successful vendor either voluntarily or by operation of law without the written approval of the District.

17. Samples. Samples of items (when requested) shall be furnished free of expense to the District and if not destroyed by test will be returned when requested at the vendor's expense. Each sample requested shall be labeled with your company name, product name and information, and associated line item number from the itemized product sheet and mailed or delivered to:

Lompoc Unified School District
Attention: Director of Child Nutrition Services
1301 North A Street
Lompoc, CA 93436

V. PROPOSAL SUBMISSION REQUIREMENTS

A. Vendors submitting proposals in response to this RFP must use the Proposal Form and Proposal Sheets attached as **ATTACHMENT A-2** to the RFP. All prices and notations must be typed into the District's Excel Proposal Sheet at **ATTACHMENT A-2**. Written proposals shall not be written in pencil. Mistakes may be crossed out and corrections inserted adjacent, but the corrections shall be initialed in ink by the person signing the proposal. No corrections can be made after the time for opening written proposals. Each proposal packet must include one paper copy AND one copy on DVD/CD or flash drive and either mailed or hand-delivered. No Electronic Submittals Will Be Accepted.

B. Each proposal packet must include the following items:

- 1. Proposal Form and Proposal (ATTACHMENT A-2)**
- 2. Noncollusion Declaration** (Form is enclosed with this RFP.)
- 3. Certification Regarding Lobbying** (Form is enclosed with this RFP.)
- 4. Suspension and Debarment Certification** (Form is enclosed with this RFP.)
- 5. Equal Opportunity Employment Certification** (Form is enclosed with this RFP.)
- 6. Respondent's Statement Regarding Insurance Coverage** (Form is enclosed with this RFP.)
- 7. Iran Contracting Act Certification** (Form is enclosed with this RFP.)

C. Before the deadline, Respondents must mail or deliver their sealed proposal packet in an envelope marked with the RFP Number and addressed to:

Lompoc Unified School District
Attn: Angélica Hernandez, Purchasing Services Manager
1301 North A Street
Lompoc, CA 93436

D. Proposals should be verified before submission because the proposal cannot be withdrawn or corrected after being opened. The District will not be responsible for errors or omissions on the part of the vendor in making up their written proposals.

E. Proposals are to be submitted in sealed packages clearly marked on the outside of each package with the name of the vendor submitting the packet.

F. Any Respondent may withdraw their proposal either personally or by a written request, at any time prior to the scheduled time for opening of the proposals. No

Respondent may withdraw their proposal for a period of ninety (90) days after the date set for opening thereof.

G. Each proposal will be reviewed to determine its completeness prior to the actual evaluation. Vendors are expected to examine the conditions, specifications, and all instructions of the RFP. Failure to follow these terms will be at the vendor's risk. If a Respondent does not respond to all categories requested, the Respondent may be disqualified from further consideration. Proposals shall be firm and not made contingent upon events or engineering which will not have occurred until after the proposal is awarded.

VI. SELECTION CRITERIA

A. Award may be made to one or more vendors - whatever is deemed to be in the best interest of the District. Consistent with California Public Contract Code section 20111(c), awards will be let to the most responsive and responsible party. The price shall be the primary consideration, but not the only determining factor. Other factors include, but are not limited to, the quality of the products, customer service, inventory availability, and responsiveness to delivery requirements. The selected vendor(s) must offer products and services meeting the District's specifications and be capable of delivering quality of goods and services at the specified minimum, or requested, quantities. **Columns B through N must be filled out on RFP worksheet. Meets Buy American Provision? And Lead Time (Days) columns are essential to selection process.** In the event of equal low written proposals, preference shall be accorded to local firms in recognition of greater convenience. Notwithstanding, the District reserves the right to award proposals as deemed necessary and in best interest of the District.

B. Each proposal must be complete. Incomplete proposals will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a firm is responsive, responsible, and qualified. Based upon the information presented in the proposal, the District will identify the vendors that can provide the greatest overall benefit to the District for the specified category of services.

C. The District reserves the right to inspect the vendor's facilities prior to award of the contract and if representatives of the District determine after such inspection that vendor is not capable of performance satisfactory to the District, the proposal will not be considered by the District.

D. The District may perform investigations of responding parties that extend beyond contacting the references identified in the proposal. The District may request a firm to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

E. Supplemental Qualification Phase. After District's evaluation of all timely, responsive, and complete submissions, at District's sole discretion, District staff may issue additional inquiries and requests for clarification and/or supporting documents to further qualify the highest-scoring proposals. This supplemental phase will be at the District's sole discretion and is intended to fully vet a Respondent's proposal in order to meet the requirements of the Public Contract Code. During this phase, District may request qualifying Respondents to submit Nutritional Analysis (or CN Database or other manufacturer's documentation verifying products' contribution to the meal pattern) for specific line items for District's review.

VII. SCHEDULE SUMMARY

In its sole discretion, the District reserves the right to change the target dates on the schedule, below, without prior notice.

DATE	TIME DEADLINE	EVENT
Wednesday, April 6, 2022	By 5:00 p.m.	District’s release of RFP.
Wednesday, April 20, 2022	Before 2:00 p.m.	Deadline for Respondents’ submission of written questions to District.
Monday, April 25, 2022	By 2:00 p.m.	Deadline for District to post answers to questions, and any Addenda.
Monday, May 2, 2022	Before 2:00 p.m.	Deadline for RFP submissions to District.
Friday, May 6, 2022	By 5:00 p.m.	District’s issuance of supplemental qualification inquiries to highest-scoring proposals.
Wednesday, May 11, 2022	Before 2:00 p.m.	Deadline for submission of qualification answers to District.
Friday, May 13, 2022	By 5:00 p.m.	District’s notification to selected vendor.
Tuesday, May 24, 2021 Board Meeting	Approximately 5:30 p.m.	Governing Board’s consideration of vendor’s contract.

WE THANK YOU FOR YOUR INTEREST IN THE DISTRICT’S PROGRAM.

ATTACHMENT A-1
DELIVERY SITES

RFP # Q4-23 (FRESH PRODUCE)

Deliveries are to be made daily to all schools plus LUSD Central Kitchen. Enough produce must be delivered to cover breakfast and lunch adequately each day. If driver is making a delivery to cover breakfast for that day, it must be delivered before 7:15 a.m.

	LOCATION	ADDRESS	CONTACT PERSON & PHONE NUMBER	DELIVERY WINDOW
1	Central Kitchen	600 E. Central Ave. Lompoc, CA 93436	Debbie Petersen 805-742-3349	6:00 – 11:00 am
2	Lompoc High School	515 W. College Ave Lompoc, CA 93436	Cheri Townsend 805-742-3092	6:00 – 11:00 am
3	Cabrillo High School	4350 Constellation Blvd. Lompoc, CA 93436	Lisa Hernandez 805-742-2915	6:00 – 11:00 am
4	Buena Vista ES	100 Aldebaran Ave Lompoc CA 93436	Naria Diaz 805-742-2028	6:00 – 11:00 am
5	Crestview ES	Utah Ave, VAFB 93427	Gina Munkres 805-742-2071	6:00 – 11:00 am
6	Fillmore ES	1211 E. Pine Ave. Lompoc CA 93436	Kathy Ganas 805-742-2116	6:00 – 11:00 am
7	Hapgood ES	324 South A St., Lompoc CA 93436	Janice Crouse-Tell 805-742-2184	6:00 – 11:00 am
8	La Canada ES	620 West North Street Lompoc CA 93436	April Brown 805-742-2201	6:00 – 11:00 am
9	La Honda ES	1213 North A Street Lompoc CA 93436	Silvia Torres de Reyes 805-742-2305	6:00 – 11:00 am
10	Los Berros	3745 Via Lato Lompoc CA 93436	Cathy Kelly 805-742-2347	6:00 – 11:00 am
11	Miguelito ES	1600 West Olive Avenue Lompoc CA 93436	Lana Masters 805-742-2433	6:00 – 11:00 am
12	Clarence Ruth ES	501 North W Street Lompoc CA 93436	Brandy Garcia 805-742-2506	6:00 – 11:00 am
13	Lompoc Valley MS	234 South N Street Lompoc CA 93436	Cindy Greathouse 805-742-2667	6:00 – 11:00 am
14	Vandenberg MS	1145 Mountain View Blvd VAFB 93437	Jennifer Darcy 805-742-2762	6:00 – 11:00 am
15	Manzanita	991 Mountain View Blvd VAFB 93437	Tiffany Cole 805-734-5600 x202	6:00 – 11:00 am
16	Maple HS	4010 Jupiter Ave Lompoc CA 93436	Karen Wright 805-742-3130	6:00 – 11:00 am

END OF ATTACHMENT A-1

ATTACHMENT A-2
PROPOSAL FORM AND PROPOSAL

RFP # Q4-23 (FRESH PRODUCE)

To: Governing Board of Lompoc Unified School District ("District")

From: _____
(NAME OF RESPONDENT)

The undersigned affirms that he/she is a duly authorized agent of the Respondent with the authority to submit a proposal on behalf of Respondent.

The undersigned has reviewed the District's form Agreement, including, without limitation, the Notice to Respondents and Request for Proposals, and agrees and proposes to furnish and deliver the requested items as specified or adjusted by Lompoc Unified School District Child Nutrition Services Department.

1. District's estimated annual usage in units and cases is listed on the Proposal.
2. Each item specification is described to indicate the quality of the product required.
3. Items listed with the words "No Substitutes" MUST be submitted as specified.
4. All items must include sourcing and date.
5. All items proposed shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county, city laws and ordinances for their production handling, processing, marketing, and labeling. All prepared products must be prepared without sulfating agents. Preference will be given to vendors subscribing to the produce Marketing Association Code of Ethics.
6. **Price and notations must be typed on the attached Excel Proposal Sheets.** Respondent shall state the brand and item number; if none is indicated it is understood that the vendor is quoting the exact brand and number specified. If proposing product "equal to" or "like" the reference brand specified any differences should be clearly noted – include specifications and nutrient analysis.
7. When submitting, complete all line item fields under "Description" and as applicable under "Units". Do not enter "as specified."
8. Indicate line items not submitted by entering "NA" under "Product Description."
9. **PRICING.** In the Proposal, the undersigned understands:
 - a. All items to be quoted FOB destination prepaid and allowed. All costs of delivery drayage, freight or packing are to be borne by the company. No additional charges, or fuel surcharges, on invoices will be accepted.
 - b. If levied, California State sales tax (or use tax) will be paid by the District and prices shall not include State and local sales tax. Sales tax shall be in addition to the unit price

- c. Minimum dollar amount and/or case amount required for delivery is to be included on the Proposal. The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the proposal unless otherwise specifically stated in the District's request.
- d. The quantities listed herein are estimates only and based on the prior year's usage of the District. The District reserves the right to purchase reasonably more or less than the quantities stated, and for when the District needs the items for its program.
- e. The pricing methodology proposed must remain in effect for the term of the contract. The proposed pricing methodology will also be applied to any new products requested.

10. QUALITY

- a. Federal regulations require that to the maximum extent, possible, only domestic products be purchased for use in the National School Breakfast and Lunch Programs. Brand and processor must be identified.
 - b. During all stages of processing, distribution, storage, and delivery, products shall be kept in an environment to maintain freshness, quality, shelf life, and nutritional value and in accordance with the current USDA guidelines and food handling practices.
- 11.** The undersigned certifies that it 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. A copy of the vendor's Hazard Analysis Critical Control Point (HACCP) system OR Food Safety & Security Program must be submitted to the District upon request.
- 12.** IT IS UNDERSTOOD THAT IF RESPONDENT'S PROPOSAL IS ACCEPTED BY THE DISTRICT, VENDOR WILL ENTER INTO THE DISTRICT'S FORM OF PURCHASE AGREEMENT WITHIN SEVEN (7) DAYS OF THE BOARD MEETING.
- 13.** The undersigned certifies that this proposal is genuine and not sham or collusive or made in the interest or behalf of any person not herein named, and that Respondent has not submitted his or her proposal price to any corporation, partnership, company, association, organization, 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.
- 14.** The undersigned certifies that no official or employee of the District, or any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- 15.** The undersigned warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Respondent or any agent representative of Respondent, to any officer or employee of the District with a view toward securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach of this warranty, the District shall have the right to terminate

the contract, either whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which vendor agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the District provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

16. Finally, the undersigned hereby certifies that all representations, certifications, and statements made by Respondent, as set forth in this proposal form, are true and correct and are made under penalty of perjury.

ORIGINAL SIGNATURE OF RESPONDENT'S AUTHORIZED AGENT

PRINT NAME & TITLE

DATE

RESPONDENT'S PROPER NAME

TAXPAYER IDENTIFICATION NUMBER

ADDRESS

TELEPHONE NUMBER/FAX NUMBER

EMAIL

If Respondent is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

PROPOSAL SHEET FOLLOWS.

ATTACHMENT B
DISTRICT'S FORM OF PURCHASE AGREEMENT
ATTACHED BEHIND THIS SHEET.

RFP# Q4-23 (FRESH PRODUCE)

NONCOLLUSION DECLARATION
To Be Submitted With Proposal

RFP # Q4-23 (FRESH PRODUCE)

The undersigned declares:

I am the _____ of _____,
[Title] [Name of Firm]
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 Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Respondent. All statements contained in the proposal are true. The Respondent 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 respondent 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 respondent.

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 _____,
[Date]
20_____, at _____, _____.
[City] [State]

Signature: _____

Print Name: _____

END OF DOCUMENT

CERTIFICATION REGARDING LOBBYING
To Be Submitted With Proposal

RFP # Q4-23 (FRESH PRODUCE)

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

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

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

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

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

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

OR

Name of Vendor:

Printed Name and Title:	Signature:	Date:
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Disclosure of Lobbying Activities

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. proposal/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee ____ Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

END OF DOCUMENT

**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)**

To Be Submitted With Proposal

RFP # Q4-23 (FRESH PRODUCE)

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.

Lompoc Unified School District _____

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

PRINTED NAME

TITLE

SIGNATURE

DATE

RETAIN WITH THE APPLICABLE CONTRACT AND/OR PROPOSAL RESPONSES.

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
(LOWER TIER COVERED TRANSACTIONS)**

- 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.

END OF DOCUMENT

U.S. Department of Agriculture Nondiscrimination Statement

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD3027) found online at the Filing a Program Discrimination Complaint as a USDA Customer page , and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

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

CERTIFICATION ON FOLLOWING PAGE.

EQUAL OPPORTUNITY EMPLOYMENT CERTIFICATION
To Be Submitted With Proposal

RFP # Q4-23 (FRESH PRODUCE)

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the _____

_____ (Company)

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

PROPER NAME OF RESPONDENT

SIGNATURE OF RESPONDENT'S AUTHORIZED REPRESENTATIVE

NAME & TITLE OF AUTHORIZED REPRESENTATIVE

DATE OF SIGNING

END OF DOCUMENT

RESPONDENT'S STATEMENT REGARDING INSURANCE COVERAGE
To Be Submitted With Proposal

RFP # Q4-23 (FRESH PRODUCE)

Respondent HEREBY CERTIFIES that the Respondent has reviewed and understands the insurance coverage requirements specified in the Request for Proposals as set forth in the District's form of Agreement. Should the Respondent be awarded the contract for the work, Respondent further certifies that the Respondent can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Lompoc Unified School District as Additional Insured for the project specified.

PROPER NAME OF RESPONDENT

SIGNATURE OF RESPONDENT'S AUTHORIZED REPRESENTATIVE

NAME & TITLE OF AUTHORIZED REPRESENTATIVE

DATE OF SIGNING

END OF DOCUMENT

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)
To Be Submitted With Proposal

RFP # Q4-23 (FRESH PRODUCE)

Purchase Agreement between the Lompoc Unified School District ("District") and _____
 _____ ("Vendor") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the proposer must submit this certification pursuant to Public Contract Code section 2204.

The proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person 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.
- OPTION 2.** Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<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>

END OF DOCUMENT