

**FREMONT UNION HIGH SCHOOL DISTRICT
NUTRITION SERVICES DEPARTMENT**

589 W. Fremont Ave.,
Sunnyvale, CA 94087

RFP NO. 2023-02

Fresh Produce and Services for Nutrition Services

DATE DUE: May 12th, 2023 at 2:00 p.m.

Date	Activity
April 24 th , 2023	Distribution of RFP
April 24 th & May 1 st , 2023	Advertise RFP
May 9 th , 2023	Deadline for Submitting Questions
May 12 th , 2023 at 2:00 p.m.	RFP Due
May 30 th , 2023	Award of Contract

**By: Divya Puri
District Manager of Nutrition Services**

NOTICE OF REQUEST FOR PROPOSALS

RFP No. 2023-02

Notice is hereby given that the Fremont Union High School District will receive sealed Request for Proposal (RFPs) for the procurement of the following:

Fresh Produce and Services

RFPs must be received prior to 2:00 p.m. PST on May 12th, 2023. RFPs must be submitted in a sealed envelope, with original signatures, marked with the RFP number and title, and returned to:

Attn: Divya Puri
Nutrition Services Department
Fremont Union High School District
589 W. Fremont Ave.,
Sunnyvale, CA 94087

Bidders are responsible for making certain that quotations are received by the proper date and time. RFPs received after the scheduled Submittal Deadline will be returned unopened. **Facsimile (FAX) copies of the proposal will not be accepted.** It is the responsibility of the Bidder to see that any bid submitted shall have sufficient time to be received by the District Manager of Nutrition Services before the Bid Submittal Deadline. Late bids will be returned to the Bidder unopened.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Companies interested in proposing may access RFP information online at the District's website: <https://www.fuhisd.org/departments/business-services>

Or

By emailing Divya Puri in Nutrition Services at divya_puri@fuhisd.org.

Request for Proposal Signature Page
To Be Submitted With Bid
Fresh Produce and Services
RFP No. 2023-02

By signing this, I certify that I am an authorized representative of the Vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the Vendor.	
Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Email Address	
Complete Mailing Address	
City, State, Zip	
Phone Number	
Date	
Minimum Dollar Amount for Delivery	\$
<input type="checkbox"/>	Check if no minimum dollar amount for delivery is required.
Minimum Case Amount for Delivery	
<input type="checkbox"/>	Check if no minimum case amount for delivery is required.

Bidder Checklist

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

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

Check <input type="checkbox"/>	Page(s)	
	3	Request for Proposal Signature Page <i>Return completed hard copy with original signature.</i>
	6	HAACP Plan or Food Security and Safety Program <i>Return completed hard copy with original signature.</i>
	23-25	Vendor Questionnaire <i>Return completed hard copy with original signature.</i>
	26	References <i>Return completed hard copy with original signature.</i>
	27	Noncollusion Affidavit <i>Return completed hard copy with original signature.</i>
	28	Bidder's Statement Regarding Insurance Coverage <i>Return completed hard copy with original signature.</i>
	29	Workers' Compensation Insurance Certificate <i>Return completed hard copy with original signature.</i>
	30-32	Certification Regarding Lobbying <i>Return completed hard copy with original signature.</i>
	33	Fingerprint Clearance Certification <i>Return completed hard copy with original signature.</i>
	35	Equal Opportunity Employment <i>Return completed hard copy with original signature.</i>
	Separate Excel Document	Itemized Bid Sheet <i>Return completed Excel spreadsheet in Excel format on data storage device.</i>
		Addenda <i>Return any addenda released, following instructions on each document.</i>
		Data Storage Device <i>Return completed Itemized Bid Worksheet in Excel format on data storage device; data storage device will not be returned to Bidder.</i>

OVERVIEW OF REQUIREMENTS

The Fremont Union High School District (hereinafter “the District”) seeks to retain a qualified Vendor(s) to provide Fresh Produce and Services, as specified herein, for the Fremont Union High School District’s Nutrition Services department.

Below are the details of the expectations from the successful Bidder upon receiving the award for this RFP. Successful Bidder must understand and agree to the following levels of service if they are to enter into an agreement with Fremont Union High School District.

The initial term of this RFP shall be for a period of one (1) year beginning July 1, 2023 through June 30, 2024, with the possibility of two (2) one (1) year extensions.

1. Failure to meet these specifications shall entitle the District to cancel the contract with 30 days’ notice.
2. This RFP requests a monthly fixed price with allowable economic price adjustments, including both increases and decreases not to exceed the San Francisco USDA Terminal Market prices. For purposes of award review, price quoted on the itemized bid sheet must be your April 2023 pricing. Please submit copies of three (3) current April invoices, from different school districts or customers with delivery to multiple locations, to verify pricing. Awarded vendor shall submit a new price list prior to the start of each month that will be fixed pricing for the month indicated. Partial proposals will not be accepted.
3. 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 within a 250-mile radius from Sunnyvale, 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 is acceptable, and must be approved by the District Food Services Manager.
4. It is the intention of Fremont Union High School District to encourage and promote to the maximum extent practicable the purchase of California-grown produce and other agricultural food products and commodities grown or raised in California.
5. During the term of this contract, it may be determined that it is in the best interest of the District and California farmers to purchase seasonal, local produce, directly from the farmer or from a secondary vendor, within compliance of state and federal regulations.
6. All prepared vegetables are to be vacuum packed in heavy-duty, food-grade plastic bags or containers. All prepared items are required to carry legible, open code dating on each bag to indicate expiration date of item.
7. Partial cases of produce are to be packed in appropriate containers to arrive in a firm, unblemished state.

8. Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged cases may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for produce or freight.
9. HACCP Plan or Food Security and Safety Program – Distributor 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 with the RFP documents.

Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor 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 Santa Clara or local city/county agency in which product was produced, State of California, and/or federal government, whichever is higher.

In the event of a product contamination issue, distributor shall provide trace back capabilities for all products to the point of origin.

**ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE
PRODUCT QUALITY CONTROL PARAMETERS WILL BE REJECTED.**

10. 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 U.S. Department of Agriculture guidelines and food handling practices.
11. 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 awarded Bidder and the District, the District will deduct the total lost reimbursement from the supplier’s current invoices.
12. Bidders must have personnel that can work with District personnel on a weekly basis to assist with product ordering, selection, and availability.
13. Advanced approval by District Manager of Nutrition Services must be obtained prior to substitutions being made. Items substituted must be priced the same as the item the District would normally receive.
14. Monthly the successful Bidder shall submit a complete listing with usages of all products purchased by the District. This report must identify the amount of produce purchased within the District definitions of local.
15. All invoices and statements shall be sent to: Attention: Elaine Alfaro, Nutrition Services, Fremont Union High School District, 589 W. Fremont Ave., Sunnyvale, CA 94087.

16. The District reserves the right to add or delete product, increase or decrease amounts, add or delete site locations.

PLACING ORDERS

District staff may place orders via paper order form, telephone, email, or online ordering system.

1. All orders will be processed as ordered.
2. Orders will be subject to adjustment.
3. All order discrepancies will be handled between the Nutrition Services and Vendor.
4. Credit memos will be included and must have all the information from the original order.

DELIVERY

1. All produce will be ordered and delivered Monday through Friday and in accordance with the delivery schedule listed below. All produce must be stored between 32–40 degrees and must be delivered in a refrigerated vehicle and received at or below 40 degrees.
2. All deliveries will be at minimum one to two times per week to each of the schools listed below. Additional deliveries during the week may be needed. Vendor must be available to make additional deliveries in the week. The District reserves the right to reduce the number of delivery stops throughout the school year.
3. A duplicate of the signed invoice shall be left at each location at the time of the delivery. An itemized monthly statement showing each delivery location must be sent to the District's Nutrition Services Department. Quantities, item descriptions, unit prices, and extended amounts must be shown on each invoice; this shall apply to all credits.
4. Sufficient time must be allowed at the time of delivery for adequate inspections of the product for quantity and quality. The District reserves the right to reject products delivered in error, not delivered according to specifications, or sub-standard quality or past peak ripeness.
5. Deliveries shall be required at all of the locations listed on the next page.

Delivery Locations

	Location	Address	City, Zip Code	Delivery Times
1	Cupertino High School	10100 Finch Ave.	Cupertino, 95014	6:30 am to 10:00 am
2	Fremont High School	575 W. Fremont Ave.	Sunnyvale, CA 94087	6:30 am to 10:00 am
3	Homestead High School	21370 Homestead Rd.	Cupertino, CA 95014	6:30 am to 10:00 am
4	Lynbrook High School	1280 Johnson Ave.	San Jose, CA 95129	6:30 am to 10:00 am
6	Monta Vista High School	21840 McClellan Rd.	Cupertino, CA 95014	6:30 am to 10:00 am

Instructions to Bidders

RULES FOR SUBMITTING RFPs

General – This information to Proposers is in addition to any instructions or conditions stated elsewhere in the Contract Document.

RFPs – To receive consideration, RFPs shall be made in accordance with the following instructions:

Deadline for Receipt of RFPs – RFPs will be received prior to 2:00 p.m. PST on May 12th, 2023, after which time RFPs will be opened and checked for completeness. Envelopes containing a RFP must be sealed, prominently marked with the RFP number, RFP title, and name of Bidder, and submitted to:

Attn: Divya Puri
Nutrition Services Department
Fremont Union High School District
589 W. Fremont Ave,
Sunnyvale, CA 94087

RFPs/Proposals – To receive consideration, Proposals shall be made in accordance with the following terms:

THE RFP – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. **Unsigned RFPs will not be accepted.**

“FAX” RFPs – Facsimile copies of RFPs will **not be accepted for formal advertised RFPs.**

RESPONSIBILITY – Bidders are solely responsible for ensuring their bid is received by the Fremont Union High School District in accordance with the solicitation requirements before the date and time specified in the RFP, and at the place specified. The Fremont Union High School District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery.

ITEMS TO BE SUBMITTED IN RFP –

- Request for Proposal Signature Page
- HACCP Plan or Food Security and Safety Program
- Vendor Questionnaire
- References
- Noncollusion Affidavit
- Bidder’s Statement Regarding Insurance Coverage
- Workers’ Compensation Insurance Certificate
- Certification Regarding Lobbying
- Fingerprint Clearance Certification
- Equal Opportunity Employment

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- Itemized Bid Sheet
- Addenda, if any
- Data Storage Device

WITHDRAWAL of RFP – Any claim by a Bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. The Bidders may withdraw Bids only by written request received by Nutrition Services. After that time, Bidders may not withdraw their Bids for a period of ninety (90) days from the date of opening. At no time may the successful Bidder(s) withdraw his/her bid.

PRICES – This RFP requests a monthly fixed price with allowable economic price adjustments, including both increases and decreases not to exceed the San Francisco USDA Terminal Market prices. For purposes of award review, price quoted on the itemized bid sheet must be your April 2023 pricing. Please submit copies of three (3) current April invoices, from different school districts or customers with delivery to multiple locations, to verify pricing. Awarded vendor shall submit a new price list prior to the start of each month that will be fixed pricing for the month indicated. Partial proposals will not be accepted.

Price and notations must be typed as instructed on the “Itemized Bid Sheet” Excel document. A hard copy of the “Itemized Bid Sheet” document must be submitted with the RFP. A copy of the “Itemized Bid Sheet” document must be saved on a data storage device and submitted with the RFP. This data storage device will not be returned. Prices shall be stated in units and quotations made separately on each item. Where there is a conflict between unit prices and extended prices, unit prices will govern. Where there is a conflict between words and figures, words will govern. When bidding on an item that has more than one flavor or shape, please list all flavors and shapes available for purchase on the “Itemized Bid Sheet.”

If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the Vendor to any other school district or any other state, county, municipal or local governmental agency in Santa Clara County for products listed herein.

INK OR TYPEWRITTEN – All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the quote.

ITEMIZED BID SHEET – Prices must be submitted on the “Itemized Bid Sheet” supplied by the District. If the item is a Special Order indicate with an “X” in the column labeled. Each item specification is described and a brand name is used as a reference to indicate the quality of the product required. A hard copy of the “Itemized Bid Sheet” document must be submitted with the RFP. A copy of the “Itemized Bid Sheet” document must be saved on a

data storage device and submitted with the RFP. This data storage device will not be returned.

QUESTIONS REGARDING PRODUCT SPECIFICATIONS OR DELIVERY – Contact Divya Puri, District Manager of Nutrition Services at 408-522-2216 or divya_puri@fuhdsd.org.

INFORMED BIDDERS – Before submitting prices, Bidders must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at Bidders’ own risk and they cannot secure relief on the plea of error.

EXTENSION OF DATE DUE AND/OR TIME – The District reserves the right to extend the date due and/or time when it is in the best interest of the District.

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).

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 within a 250 mile radius from Sunnyvale, 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 is acceptable, and must be approved by the District Food Services Manager.

Terms and Conditions

ADDENDUM- Any and all changes to this contract must be made in writing and agreed to by the Fremont Union High School District. Performance by the Vendor will be considered agreement with the terms of this contract.

AGREEMENT- Submission of a signed quote will be interpreted to mean Bidder hereby agrees to all the terms and conditions set forth in all the pages of this RFP. Bidder’s signed quote and District’s written acceptance or purchase order shall constitute a contract.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS- Successful Bidder may not assign, transfer, or sell any rights or obligations resulting from this Bid without first obtaining the specific written consent of the Fremont Union High School District.

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

AUTHORITY OF THE FREMONT UNION HIGH SCHOOL DISTRICT- Subject to the power and authority of the Fremont Union High School District as provided by law in this contract, the Fremont Union High School District shall in all cases determine the quantity, quality, and acceptability of the materials and supplies for which payment is to be made under this contract. The Fremont Union High School District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the Vendor hereunder.

AUTHORIZED DISTRIBUTOR- Successful Bidder must be an Authorized Distributor for the product offered, or with Bidder's quote, Bidder must submit documentation from an authorized distributor from whom Bidder has purchased the specified materials or equipment. Said documentation must state that the distributor will honor all manufacturers' warranties.

AWARD- The District intends to award a one (1) year contract with the possibility of two (2) one (1) year extensions to the lowest, responsive and responsible Bidder.

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

Evaluation Criteria	Description and Points Awarded	Points Based On	Maximum Points
Price	50 Points: Lowest price bid 45 Points: Second lowest priced bid 40 Points: Third lowest priced bid	Prices on Itemized Bid Sheets	50
Delivery	15 Points: Ability to deliver within the District’s designated time/days & positive references of timely & accurate delivery. 10 Points: Ability to deliver within District’s designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District’s designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	Responses to Vendor Questionnaire Q-1-3	15
Service & Performance	15 Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. 0 Points: References and/or vendor questionnaire that demonstrate poor performance or inability to meet criteria described above.	Responses to Vendor Questionnaire Q-4-13 And References	15
Local Sourcing	10 Points: Ability to provide 50% or more California grown products sourced within 100 miles. 9 Points: Ability to provide 50% or more California grown products sourced within 250 miles. 7 Points: Ability to provide 20-49% of products sourced within 250 miles. 3 Points: Ability to provide 1-19% of products sourced within 250 miles. 0 Points: Unable to source any products within 250 miles.	Responses to Vendor Questionnaire Q-14-15	10
Reporting & Tracking Mechanisms	5 Points: Can currently produce reports to show % of local products provided. 3 Points: Is willing to develop reporting/tracking mechanisms. 0 Points: Cannot produce reporting/tracking mechanisms.	Responses to Vendor Questionnaire Q-16-17	5
Safety Controls	5 Points: Proposing firm can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: <ul style="list-style-type: none"> •Proposer’s staff are properly and regularly trained in current safety procedures, •The proposer’s facilities are regularly inspected by accredited agencies and proposer’s facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. •If needed, the proposer’s record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. •Proposing firm can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.	Bidder’s HACCP Plan or Food Security and Safety Program	5
Total Possible Points			100

Each Proposal will be evaluated on criteria and priorities defined by the District, with specific attention to those features, functional and technical aspects notes for each section. The District's evaluation panel will award the contract bases on the prospective Vendor submission that best meets the needs of the District with regard to the RFP specifications contained herein.

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

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

The District reserves the right of determination that items bid meet or do not meet RFP specifications. Contract will be awarded to most responsive and responsible Bidder based on criteria described in this RFP. Further, the District reserves the right to accept or reject any or all RFPs and to waive any informality in the bidding. This will be an all or nothing award, meaning all items bid will be awarded to one responsive and responsible Vendor.

Response will be considered acceptance of this term. Fremont Union High School District reserves the right to make an award based on partial items.

AWARD RESULTS- A tabulation of the quotes received will be available within a reasonable time after the Date Due

CANCELLATION OF CONTRACT-The Fremont Union High School District may cancel this contract without cause at any time by giving thirty (30) days' written notice to the supplier/Vendor. The Fremont Union High School District may cancel this contract with cause at any time by giving ten (10) days' written notice to the supplier/Vendor. Cancellation for cause shall be at the discretion of the Fremont Union High School District and shall be, but is not limited to, failure to supply the materials, equipment, or service specified within the time allowed or within the terms, conditions, or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the District.

CANCELLATION OF SOLICITATION- The Fremont Union High School District may cancel this solicitation at any time.

CLARIFICATION, CORRECTIONS OR CHANGES TO SPECIFICATIONS- All clarifications, corrections, or changes to the solicitation documents will be made by Addendum **only**. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or in email. Interpretations, corrections, and changes shall not be binding unless made by the Addendum. All Addenda issued shall

become part of the Agreement documents. Addenda will be sent to all known solicitation holders by email or U.S. mail.

It is the Bidder's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT- Vendor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract, or any subcontract hereunder, no Contractor, material supplier or Vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

COMPLIANCE WITH LAWS- All quotes shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the county of Santa Clara, in the state of California. The parties further stipulate that the county of Santa Clara, Calif., is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

COMPLIANCE WITH OSHA- Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the Fremont Union High School District harmless for any failure to so conform.

CONTRACT INCORPORATION- This contract embodies the entire contract between the District and the Vendor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittal, supplemental agreements, and any and all written agreements which alter, amend or extend the contract.

CONTRACT PRICING- Prices bid shall remain firm through the term of this contract.

DAMAGE- The Vendor shall be held responsible for any breakage, loss of the Fremont Union High School District's equipment or supplies through negligence of the Vendor or Vendor's employee while working on the Fremont Union High School District's premises. The Vendor shall be responsible for restoring/replacing any equipment, facilities, etc., so damaged. The Vendor shall immediately report to the Fremont Union High School District any damages to the premises resulting from services performed under this contract.

DEFAULT- In case of default by Vendor of any of the conditions of this bid or contract resulting from this bid, the Vendor agrees that the Fremont Union High School District may procure articles or services from other sources and may deduct from the unpaid balance due the Vendor, or collect against the bond or surety, or may invoice the Vendor for excess

Fremont Union High School District

costs so paid, and prices paid by Fremont Union High School District shall be considered the prevailing market price at the time such purchase is made.

DEFINITIONS – Responsible: a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive: a RFP which meets all of the specifications set forth in the RFP.

DELIVERY COMPLETION- All items must be shipped exactly as ordered. The Vendor must apply continual diligence, monitoring, and resources to ensure items on orders are delivered on the required delivery date and in compliance with contract terms, conditions, instructions, pricing, and specifications.

DISCONTINUED ITEMS AND PRODUCT SUBSTITUTION- In the event an item awarded under this contract is discontinued, the Vendor is required to notify the District Manager of Nutrition Services immediately. Contract items that are discontinued by their manufacturer during the term of the contract may be substituted with a same or similar item only if it is equal or exceeds the specifications of the original item. Written documentation from the manufacturer of discontinuation and a sample of the substituted item shall be submitted directly to:

Divya Puri, District Manager
Nutrition Services
Fremont Union High School District
589 W. Fremont Ave.,
Sunnyvale, CA 94087

The District will not allow substitutions without prior approval. The substitute item shall then be evaluated by the District Manager of Nutrition Services to determine if the substitute item is an equivalent of the specified item. Additionally, the price of any authorized substitute product must be equal to or less than the contracted price of the item being replaced. Authorization of a substitute product shall be the sole discretion and with authorization/approval of the District Manager of Nutrition Services.

DISTRICT REQUIREMENTS – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the RFP and required during the contract period shall be ordered and purchased from the successful Bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

EXAMINATION OF LOCATIONS- It shall be the responsibility of the Vendor to establish knowledge of the Fremont Union High School District and the specific delivery locations to familiarize him/herself with the access and egress, construction or building difficulties and

method of delivery, all of which could affect his ability to service the District. It shall be the responsibility of the Vendor to cope with all these eventualities.

FILL RATE/ACCURACY RATE-The Vendor shall maintain a 90% fill rate of all orders and indicate on the packing slip all items ordered but not delivered. The Vendor shall also fill orders with a 99% accuracy rate.

FINGERPRINTING OF EMPLOYEES- Successful Vendor agrees to comply with all provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Vendor shall not permit any employee to have any contact with District pupils until such time as the Vendor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Vendor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Vendor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

FOB POINT-All shipments shall be made FOB destination, Sunnyvale, Calif. FOB destination indicates that the *seller* is responsible for shipment until it is tendered to the Fremont Union High School District. The District will not pay for shipping and handling, nor shall the District pay for any fuel surcharges that are not indicated herein.

FORCE MAJEURE- If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Vendor, the Vendor shall notify the Fremont Union High School District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT- Proposer's signed Proposal and District's written acceptance shall constitute a binding contract.

HOLD HARMLESS- Successful Bidder agrees to indemnify, defend, and hold harmless the name of Fremont Union High School District, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Successful Bidder's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

Fremont Union High School District

Page 17

Fresh Produce & Services/Nutrition Services RFP No. 2023-02

INDEMNIFICATION- (a) Vendor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release District, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including attorney's fees and witness costs that may be asserted by any person or entity, arising out of or in connection with the tortuous acts or errors or omissions of Vendor hereunder, whether or not there is concurrent passive or active negligence on the part of District, but excluding liability due to the sole negligence or willful misconduct of District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Vendor or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) Vendor shall be liable to District for any loss or damage to District property arising from or in connection with Vendor's performance hereunder.

INDEPENDENT CONTRACTOR- In accepting this contract, Successful Bidder (hereinafter Vendor) covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Vendor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Vendor certifies that to the best of his or her knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the Fremont Union High School District. It is expressly agreed by Vendor that in the performance of the services required under this contract, Vendor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of the Fremont Union High School District.

INSURANCE REQUIREMENTS- Successful Bidder shall maintain insurance as specified in (Exhibit A). The successful Bidder must furnish the Fremont Union High School District with the Certificates of Insurance proving coverage as specified in (Exhibit A) and naming the Fremont Union High School District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

LAWS GOVERNING THE CONTRACT- This contract shall be in accordance with the laws of the State of California. Parties further stipulate that this contract was entered into in the county of Santa Clara and the state of California is the only appropriate forum for any litigation resulting from breach hereof or any questions arising here from.

MATERIAL PRICED INCORRECTLY- As a condition of any award resulting from this Request for Price, Vendor(s) shall discount all transactions as agreed. In the event the District discovers through its contract monitoring process or formal auditing process, that material was priced incorrectly, Vendor(s) agrees to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the noncompliance.

NOMENCLATURES- The terms Successful Bidder, supplier, Vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the Fremont Union High School District enters into a contract as a result of this solicitation.

NUTRITIONAL ANALYSIS- Upon contract award, the Vendor will provide the nutritional analysis and CN or manufacturer’s documentation that verifies product’s contribution to the school breakfast and/or lunch pattern for each line item bid after the award.

The information must contain the following:

Protein	Total Vitamin A
Calories	Thiamin - B1
Fat – Totals	Vitamin C
Carbohydrates	Calcium
Saturated Fat	Iron
Cholesterol Dietary Fiber	Sodium
Dietary Fiber	

OFF CONTRACT PURCHASE- The District reserves the right to purchase product covered by this Agreement from alternate sources, should during the term of this Contract/Agreement the District obtains more favorable pricing from those alternate sources.

ORDER DISCREPANCIES- Upon notification by the District, the Vendor shall correct/resolve any shipping discrepancy no later than forty-eight (48) hours from the time of delivery to the ordering location, at no additional cost to the District.

PACKING, CRATING, CARTAGE- The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response 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 the successful Bidder.

PAYMENT- (a) Bidder shall state payment terms offered. (b) Payment will be made on the pay period after receipt and acceptance of goods and/or services and upon using department confirmation of such acceptance.

PERFORMANCE NOTIFICATION- In the event Vendor is unable to perform any or its entire obligation under this contract or Vendor is able to foresee a potential issue (i.e., system failure) that will impact the quality or quantity of the scope of work, services or level of performance under the contract, the Vendor shall notify the District within one (1) working day in writing or by telephone of such event.

POST AWARD MEETING -Prior to performing any work or providing any services specified on this Contract, the Vendor may be required to meet with the District Manager of Nutrition Services for the purpose of reviewing the products and services offered herein, determining milestones regarding the District's expectations, and to discuss any issues related to the execution of this RFP.

The Vendor shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this Contract. The District will approve all materials associated with this RFP.

QUANTITIES- The quantities shown are approximate. The District reserves the right to increase or decrease quantities as required. The District does not guarantee orders in these quantities nor shall the District be required to limit its orders to these quantities. This is an indefinite quantity bid for which there shall be no limit to the number of orders placed, in any quantity, by the District or any participating public agency for the term of the contract, at the prices resulting from award of a contract.

QUESTIONS, INTERPRETATION, OR CORRECTION OF BID DOCUMENTS- Bidders shall notify the District Manager of Nutrition Services, Divya Puri, by email: divya_puri@fuhsd.org, or by Phone: 408-522-2216, promptly of any error, omission, inconsistency or for interpretation, correction, or clarification that may be discovered during examination of the solicitation.

RETURN OF ITEMS- Items ordered by the District, which are subsequently determined, by District customer, not to be acceptable or wanted, shall be picked up by the Vendor and full credit shall be issued to the ordering location. After proper notification to the Vendor, by the District ordering location/customer, Vendor shall pick up and fully credit said return items in a timely manner.

The District reserves the right to refuse all items in excess of the quantities ordered unopened at the time of delivery. Excess quantities delivered to the ordering location shall be picked up by the Vendor within ten (10) business days after notification by the District ordering location.

RIGHTS RESERVED-

A. Rejection. The Fremont Union High School District reserves the right to reject any or all Bids or any part thereof, or to accept any bid or any part thereof, or to waive any informalities in any bid, whenever it is deemed to be in the best interest of the Fremont Union High School District. The Fremont Union High School District also

reserves the right to reject the bid of any Bidder who has previously failed to perform adequately for the Fremont Union High School District or any other governmental agency.

B. Cover. Should the successful Bidder fail to comply with the conditions of this bid or fail to complete the required work or furnish the required materials within the time stipulated, the Fremont Union High School District reserves the right to purchase the materials in open market, or to complete the required work, at the expense of the successful Bidder.

C. Severability. If any provision, or any portion of any provision, of any contract resulting from this bid shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

SAFETY- All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety. The Vendor shall provide Material Safety Data Sheets (MSDS) upon request by the District.

SEVERABILITY- If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO- The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced in writing and signed by both parties.

STOCK ON HAND-The Vendor shall stock and maintain a reasonably sufficient quantity of all items awarded. The District's estimated one (1) year usage is listed on the "Itemized Bid Sheet" for delivery to the sites listed above.

TAXES- The Vendor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the Fremont Union High School District from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The Fremont Union High School District is exempt from Federal Excise Tax.

TERMS OF THE OFFER- Fremont Union High School District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the Fremont Union High School District. Bids offering terms other than those shown herein will be declared nonresponsive and will not be considered.

WARRANTY, MANUFACTURER- Manufacturer shall fully warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than **three (3) years** from the date of final acceptance by the Fremont Union High School District. Time is of the essence of this contract. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of Fremont High Union School District operations. A copy or description of the manufacturer's warranty shall accompany each bid for the item(s) proposed, detailing the scope and length of the warranty. Where the successful Bidder is also the manufacturer of the materials or equipment provided under this contract, the Manufacturer's Warranty requirement will supersede the Successful Bidder Warranty requirement of this solicitation.

WARRANTY, SUCCESSFUL BIDDER- Successful Bidder shall fully warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than **one (1) year** from date of the final acceptance by the Fremont Union High School District. Time is of the essence of this contract. While under warranty, successful Bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of Fremont Union High School District operations.

**VENDOR QUESTIONNAIRE
To Be Submitted With Bid**

**Fresh Produce and Services
RFP No. 2023-02**

Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal.

Delivery (15 points)

1. Are you able to deliver 1-2 times per week to the schools listed above?
2. Are you able to provide deliveries during the week in addition to the required 1-2 times?
3. Do you have refrigerated delivery trucks?

Service and Performance (15 points)

4. Please describe how you will communicate ongoing produce market updates and information regarding product availability to identify best priced products?
5. What is the lead time you require for orders?
6. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on?
7. What is your procedure for notifying customers of shortages and/or substitutes?
8. Can all aspects of the Overview of Requirements as described in this RFP be met (pages 5-8)?
9. Has your company resigned or been replaced at the will of a district(s) during the school year within the last 24 months? If so, please explain.

10. Do you require a minimum number of cases or dollar amount for delivery?

11. During the 2022–2023 school year how many K-12 schools districts did you service?

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

13. Will you be able to provide a point(s) of contact with whom the District can communicate with through email or by phone?

Local Sourcing (10 points)

14. What percentage of California grown products sourced within 100 miles of Sunnyvale, CA are you able to provide?

Please mark one: ___50% or more ___20-49% ___1-19% ___0%.

What percentage of California grown products sourced within 250 miles of Sunnyvale, CA are you able to provide?

Please mark one: ___50% or more ___20-49% ___1-19% ___0%.

What percentage of domestic grown products sourced within 250 miles of Sunnyvale, CA are you able to provide?

Please mark one: ___50% or more ___20-49% ___1-19% ___0%.

Describe your procedure for communicating an item's point of origin to school district personnel.

15. Can you provide a weekly list of local produce as defined in the bid to the District via email or posted online?

Reporting/Tracking Mechanisms (5 points)

16. Can you currently produce reports to show the percent of local (within 250 miles of Sunnyvale, CA) products provided? ___Yes ___No If so, please describe current reporting/tracking mechanisms below.

If not, are you willing to develop reporting/tracking mechanisms? ___Yes ___No

17. Please check off the reports that you make available to your customers:

_____Market reports

_____Velocity reports

_____Monthly statements

_____Weekly price lists

Please list any additional reports available. How are customers able to access these reports?

**REFERENCES
To Be Submitted With Bid**

**Fresh Produce and Services
RFP No. 2023-02**

Please submit two (2) current school district references requiring multiple deliveries per week.

Reference #1

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

Reference #2

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

**NONCOLLUSION AFFIDAVIT
To Be Submitted With Bid**

**Fresh Produce and Services
RFP No. 2023-02**

State of California
Santa Clara County

Bidder's Name _____, being first duly sworn, deposes and says that he or she is Owner of Contractor Name _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

(Date)

Signed at (Place)

Bidder Name
Representative
(Person, Firm, Corp.)

Authorized

Address
Name

Representative's

City, State, Zip

Representative's Title

**BIDDER'S STATEMENT
REGARDING INSURANCE COVERAGE
To Be Submitted With Bid**

**Fresh Produce and Services
RFP No. 2023-02**

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Fremont Union High School District as Additional Insured for the work specified.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

**WORKERS' COMPENSATION INSURANCE CERTIFICATE
To Be Submitted With Bid**

Fresh Produce and Services
RFP No. 2023-02

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

ATTEST:

By _____
Signature

Printed Name & Title

**CERTIFICATION REGARDING LOBBYING
To Be Submitted With Bid**

**Fresh Produce and Services
RFP No. 2023-02**

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

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

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

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

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

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

OR

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

Disclosure of Lobbying Activities

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)

<p>1. Type of Federal Action: a. contract ___ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application ___ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing ___ b. material change For material change only: Year ___ quarter ___ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: ___ Prime ___ Subawardee Tier ____, if Known: Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>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.</p>	<p>Signature: _____ Print Name: ____ Title: ____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</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. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

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

**FINGERPRINT CLEARANCE/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION
To Be Submitted With Bid**

**Fresh Produce and Services
RFP No. 2023-02**

One of the three boxes below **must** be checked, with the corresponding certification provided:

- Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

- Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- The installation of a physical barrier at the worksite to limit contact with pupils.
- Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: _____

Name _____ of _____ Consultant:

Signature: _____

Print Name and Title:

**EQUAL OPPORTUNITY EMPLOYMENT
To Be Submitted With Bid**

**Fresh Produce and Services
RFP No. 2023-02**

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

CERTIFICATE

I/We hereby certify that the _____

_____(Company)

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

DATE: _____

CONTRACTOR

By: _____

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, audiotope, 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.

EXHIBIT A
Insurance Requirements

INSURANCE AND BONDS

Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the provider, its agents, representatives, or employees.

Coverage Required	Limits Per Occurrence	Scope As
Broad		
General Liability	\$1,000,000.00	As CG001
Automobile Liability	\$1,000,000.00	As ISO-CA001
Workers' Comp/Employers Liability	\$1,000,000.00	As req. by CA

The General Liability and Auto Liability policies are to contain or be endorsed to name FUHSD, its officers, officials, employees, and volunteers as additional insured's for liability arising out of the activities performed in connection with this contract. The Contractor's coverage shall be primary and shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability. Contractor shall furnish FUHSD original Certificates of Insurance and endorsements (affecting coverage required by this clause) signed by a person authorized to bind coverage on its behalf. Insurance is to be placed with insurers with a current AM Best rating of not less than A: VII the endorsements are to be received and approved by FUHSD before work commences: