

RFP # Q1-25
REQUEST FOR PROPOSALS
For
COMMERCIAL FROZEN & NON-FROZEN FOODS
2024-2025 SCHOOL YEAR



LOMPOC UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

William "Franky" Caldera	President
Sarah Anne Read	Vice-President
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Dr. Clara Finneran	Superintendent

Release Date: April 3, 2024

Proposal Advertisement	1 st Ad: April 3, 2024 2 nd Ad: April 10, 2024
Last Day for RFIs	April 24, 2024 at 2:00 p.m.
RFI Response	April 29, 2024 at 2:00 p.m.
Proposal Due	May 06, 2024 at 2:00 p.m.
Proposal Results	May 13, 2024
Board Approval	May 28, 2024
Notice of Award	May 29, 2024
Commence Contract	July 01, 2024

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Lompoc Unified School District

RFP # Q1-25 (COMMERCIAL FROZEN AND NON-FROZEN FOODS)

NOTICE TO RESPONDENTS

The Lompoc Unified School District ("District") is requesting proposals to provide an inventory of commercial frozen and non-frozen food items for the District's food services program for the 2024-2025 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: Nilufer Jorgenson
1301 North A Street
Lompoc, CA 93436**

ALL SUBMITTALS ARE DUE BEFORE 2:00 P.M., ON MONDAY, MAY 6, 2024. Late submittals will not be accepted or considered. Fax or email responses will not be accepted. Any proposal that is submitted after this time shall be nonresponsive and returned to the respondent.

If you have any questions regarding this RFP, please contact Nilufer Jorgenson, Purchasing Manager, Purchasing Services, at jorgenson.nilufer@lUSD.org before 2:00 p.m., on Wednesday, April 24, 2024. Questions must be submitted in writing and answers will be posted on the District website, www.lUSD.org/departments/purchasing-services, on Monday, April 29, 2024, by 2:00 p.m.

The Board of Education of the Lompoc Unified School 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 8,912 students living in the City of Lompoc, Vandenberg Village, Mesa Oaks, Mission Hills, Vandenberg Space 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 43,000. Lompoc is the support city for Vandenberg Space 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 (2024-2025). 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 origin, 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. **Federal Debarment Certification** (Form is attached to the Agreement.)
8. **Federal Byrd Anti-Lobbying Certification** (Form is attached to the Agreement.)
9. **Prohibition on Poultry products Imported from the People's Republic of China Certification**
10. **W-9 Form**
11. **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 Provision. (7 CFR, sections 210.21[d] and 220.16[d]; U.S. Department of Agriculture Policy Memorandum SP 38-2017) Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US. Domestic commodities or products are defined as agricultural commodities (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed products (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains an M/MA and grain component) that are processed in the United States using substantial agricultural commodities that are produced in the United States. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. All **creditable** food products must comply with the Buy American Provision requirement in 7 CFR, sections 210.21(d) and 220.16(d). **Note:** The SFA is not required to adhere to the domestic requirement for foods that are not creditable food components, such as for spices, oils, or condiments. Exceptions to the Buy American Provision will be used as a last resort and are only allowable for one of the two exceptions listed below and outlined in further detail in the USDA Policy Memorandum SP 38-2017: Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

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

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

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

18. Senate Bill 490. Senate Bill 490 (statutes of 2022) added California Food and Agricultural Code (FAC) Section 58596.3. This new law is operative in California from January 1, 2024 through January 1, 2029, and applies to local educational agencies (LEAs) who operate the School Nutrition Programs and receive more than \$1,000,000 in annual federal meal reimbursement (which includes the National School Lunch Program, Seamless Summer Feeding Option, School Breakfast Program, and After School Snack Program). If an LEA receives over \$1,000,000 in annual federal meal reimbursement, they must specify in their solicitation for bids and contracts that they will only purchase agricultural food products grown, packed, or processed domestically unless any of the following applies:

- The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
- The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non-domestically.
- The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a

satisfactory quality to meet the needs of the public institution.

19. Assembly Bill 778. This law (effective January 1, 2023) adds LEAs to the FAC, Section 58595(c), which requires LEAs to accept a bid or price for that agricultural food product when it is grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when both of the following are met:

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

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: Nilufer Jorgenson, 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 3, 2024	By 5:00 p.m.	District's release of RFP.
Wednesday, April 24, 2024	Before 2:00 p.m.	Deadline for Respondents' submission of written questions to District.
Monday, April 29, 2024	By 2:00 p.m.	Deadline for District to post answers to questions, and any Addenda.
Monday, May 6, 2024	Before 2:00 p.m.	Deadline for RFP submissions to District.
Monday, May 13, 2024	By 2:00 p.m.	District's issuance of supplemental qualification inquiries to highest-scoring proposals.
Wednesday, May 15, 2024	Before 2:00 p.m.	Deadline for submission of qualification answers to District.
Thursday, May 16, 2024	By 2:00 p.m.	District's notification to selected vendor.
Tuesday, May 28, 2024 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 # Q1-25 (COMMERCIAL FROZEN AND NON-FROZEN FOODS)

Deliveries are typically required one (1-3) time a week per location, depending on usage and refrigeration space. Some sites may require multiple drop-offs. If a scheduled delivery falls on a holiday, or date when the site is closed, Vendor shall deliver on the following business day or day when the site is open, or on a date agreed upon by the parties. All deliveries will be Monday through Friday as follows:

	LOCATION	ADDRESS	CONTACT PERSON & PHONE NUMBER	DELIVERY WINDOW
1	Central Kitchen	600 E. Central Ave. Lompoc, CA 93436	Debbie Petersen 805-742-3349	6:30 – 9:30 am
2	Lompoc High School	515 W. College Ave Lompoc, CA 93436	Cheri Townsend 805-742-3092	6:30 – 10:30 am
3	Cabrillo High School	4350 Constellation Blvd. Lompoc, CA 93436	Lisa Hernandez 805-742-2915	6:30 – 10:30 am

END OF ATTACHMENT A-1

ATTACHMENT A-2
PROPOSAL FORM AND PROPOSAL

RFP # Q1-25 (COMMERCIAL FROZEN AND NON-FROZEN FOODS)

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.

NONCOLLUSION DECLARATION
To Be Submitted With Proposal

RFP # Q1-25 (COMMERCIAL FROZEN AND NON-FROZEN FOODS)

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 # Q1-25 (COMMERCIAL FROZEN AND NON-FROZEN FOODS)

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:

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>	

<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 follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in 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 # Q1-25 (COMMERCIAL FROZEN AND NON-FROZEN FOODS)

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 are 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, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form (PDF), from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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: 833-256-1665 or 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 # Q1-25 (COMMERCIAL FROZEN AND NON-FROZEN FOODS)

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 # Q1-25 (COMMERCIAL FROZEN AND NON-FROZEN FOODS)

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 # Q1-25 (COMMERCIAL FROZEN AND NON-FROZEN FOODS)

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

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

RFP# Q1-25 (COMMERCIAL FROZEN AND NON-FROZEN FOODS)

PURCHASE AGREEMENT (SAMPLE)
(COMMERCIAL FROZEN & NON-FROZEN FOODS)

This Purchase Agreement ("Agreement") is made and entered into as of the ____ day of _____, 20__ by and between the **Lompoc Unified School District**, ("District") and _____ ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. Services. Vendor shall furnish and deliver the products ("Delivery Items") to the site(s) (each a "Site") as further detailed in **EXHIBIT A** and **EXHIBIT B** attached hereto and incorporated herein by this reference in the quantities designated in the proposal or purchase order in accordance with the Proposal Form and Proposal, specifications, and any samples furnished by the Vendor and accepted by the District ("Services").

2. Term. Vendor shall commence providing Services under this Agreement on _____ through _____ ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time. If mutually agreeable, the District reserves the right to renew the Agreement for additional one (1)-year terms, for a period not to exceed five (5) consecutive years total. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original Agreement having been met to the satisfaction of the District. Such renewal will be made by notifying the Vendor, in writing, thirty (30) days prior to the expiration of the Agreement.

3. Submittal of Documents. Vendor shall not commence the Services under this Agreement until the Vendor has submitted and the District has approved the certificate(s) and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Insurance Certificates and Endorsements
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Drug-Free Workplace Certification
- Tobacco-Free Environment Certification
- Federal Debarment Certification
- Federal Byrd Anti-Lobbying Certification
- Prohibition on Poultry products Imported from the People's Republic of China Certification
- W-9 Form
- Nutritional Analysis (or CN Database or other manufacturer's documentation verifying products' contribution to the meal pattern) for the awarded Delivery Items

4. Compensation.

4.1. District agrees to pay Vendor according to the prices in Vendor's Proposal Form and Proposal, as negotiated, for the Delivery Items satisfactorily furnished and delivered pursuant to this Agreement. Vendor agrees to deliver prepaid Delivery Items to the addresses indicated and requested by the District. All costs for delivery, drayage, freight, or the packing of said articles are to be borne by the Vendor. No charge for containers, packing, drayage or other purpose will be allowed over and above the prices written in the Proposal, unless

otherwise specified. The District shall not be responsible for any taxes or surcharges with the exception of sales tax or use taxes where applicable.

4.2. Invoices shall be furnished with each delivery and include delivery Site(s), product name(s), quantity(ies), unit size(s), and unit price(s). One (1) copy is to be kept by the Vendor. District's Accounting Department will make payment on invoices, which have been signed by the recipient of the delivery only.

4.3. Payment Terms.

4.3.1. The District shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due thirty (30) days from the date the food is received and accepted by the District, or thirty (30) days from the date a correct invoice is received in the above office, whichever is later. Vendor will inform the District of any special discounts for payment received with a ten (10)-day period.

4.3.2. 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 contract. Ongoing, unapproved substitution, without cause by manufacturer or nature, is also reason for termination of the contract.

4.4. Credit Memos. Credit memos must be issued within one week of pick-up of merchandise. Credit memos must reference purchase order and invoice numbers of original order. Credit memos shall be issued on forms easily differentiated from invoices.

4.5. Escalation/Price Adjustments. Vendor shall agree to negotiate any price change it requests and to supply the District with adequate pertinent documentation from the manufacturer or supplier to support any price change requested.

4.5.1. All notifications of price adjustments must be made in writing by the Vendor and received by the District at least thirty (30) days prior to the effective date of the adjustment. The District shall review and analyze all requests for price increases, based upon market conditions, and shall determine whether or not the requested price increase is justified. Vendors should note that no price changes can be effective until the request for the price change, with supporting documentation has been accepted by the District. The decision of the District will be final.

4.5.2. Should there be, at any time during the period of deliveries under the Agreement, a decrease in prices of the commodities herein provided for, a corresponding decrease will be made in the prices on the balance of the deliveries so long as the lower prices are in effect and the Vendor shall notify the District by letter in event of any such decline in prices.

4.5.3. No increase to the price will be allowed sooner than one hundred eighty (180) calendar days from the award of contract, including thirty (30) calendar days advance written notice.

5. Additional Items. During the Term of this Agreement, as the need for other products arises or new products are developed, the District reserves the right to add items to this Agreement. The price of such items shall be negotiated between the District and the Vendor using a similar mark-up percentage as all other existing/awarded products on the price

request and shall be subject to the terms and conditions of this Agreement. Vendors must indicate the actual cost plus percentage cap/limit, as applicable. Vendor will provide the best pricing available based on type of item and quantity-which shall not exceed the actual cost plus percentage cap stated on price request response. Evidence and documentation of cost (at invoice price) will be provided by the Vendor upon District's request.

6. Independent Contractor. Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor represents and warrants that: (i) Vendor is free from the control and direction of District in connection with the performance of the Services, both under the Agreement and in fact; (ii) Vendor's Services are outside the usual course of District's business; and (iii) Vendor is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees.

7. Performance of Services.

7.1. Standard of Care. Vendor represents that Vendor has the qualifications and ability to furnish and deliver the Delivery Items as specified, without the advice, control or supervision of District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. The District shall hold the Vendor responsible for any damage which may be sustained because of failure or neglect of the Vendor to comply with the terms or conditions listed herein with the terms of the Agreement. The District may upon twenty-four (24)-hour written notice to the Vendor, cancel the Agreement in its entirety or cancel or rescind on all or any portion of any Agreement resulting from this price request for reason of unsatisfactory product or service or any reason determined to be detrimental to the health and welfare of students and school personnel and to hold the Vendor in default. Failure to furnish all items per the Agreement, in a timely manner, as specified, shall constitute unsatisfactory service.

7.2. Service Representative. The company must provide a representative to respond to all questions regarding orders and billing. Representative must have high expertise in product knowledge and purchasing procedures.

7.3. Deliveries. Delivery shall be made to site(s) and on date and at times requested by the District. Delivery shall not be deemed to be complete until goods have been actually received and accepted as satisfactory by the site. Each delivery of goods must be accompanied by a copy of invoice or packing slip.

7.4. Substitutions. Delivery Items delivered must be the manufacturers named in the awarded Proposal. Substitutions require pre-approval by Director, Supervisor, or Buyer from the District's Food & Nutrition Services.

7.5. Back-Ordered/Unavailable Items. Prior to shipment, District shall be notified of any backorders or unavailable Delivery Items, and must be pre-approved by the Director, Supervisor, or Buyer from the District's Food & Nutrition Services. District reserves the right to procure any unavailable products from any other vendor(s).

7.6. Inspection of Delivery Items Furnished. All Delivery Items furnished shall be subject to inspection and rejection by the District for spoilage defects or non-compliance with the specifications. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the District and accepted. If an item is rejected at time of delivery, a credit is to be issued for the product or Vendor shall immediately remedy such defect in a manner satisfactory to District. Several notices of products failing to meet specifications may result in contract termination.

7.7. Right to Inspect Vendor Facilities. The District reserves the right to inspect the Vendor's facilities during the Term of the Agreement and if representatives of the District determine after such inspection that Vendor is not capable of performance satisfactory to the District, the Agreement may be terminated.

7.8. Safety and Security at Sites. It shall be the responsibility of Vendor to ascertain from, and comply with, the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.

7.9. Force Majeure. Neither Party shall be responsible for unforeseen circumstances, delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include acts for God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental actions, orders, statutes or regulations superimposed after the fact.

8. Ordering. Based on District needs, orders may be placed through phone call, email, or through the District's nutrition software system. Vendor may be required to accept PDF orders or sent via email. Vendor may be required to alter orders. Orders should not be accepted for items which are unauthorized by the District representative. If such unauthorized items are ordered and delivered it will be at the discretion of District's Food Services personnel whether payment will be made to the Vendor for such items.

8.1. Off-Contract Purchase. The District reserves the right to purchase product covered by this Agreement from alternative sources, should during the term of this Agreement the District obtains more favorable pricing from those alternative sources.

8.2. Timely 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 Vendor's current invoices.

8.3. Non-Conformance to Specifications. If any item fails to meet specifications, the District may require, within a reasonable time as determined by the District:

8.3.1. Cash restitution or in-kind replacement, at the District's discretion for the entire lot that failed; and/or

8.3.2. Payment for the value of all items that the District served which failed to contain the required components of a reimbursable meal because the Vendor provided short-weighted products; and/or

8.3.3. Vendor shall issue credit to the District for all products returned from the Sites, including damaged or decaying Delivery Items.

Non-conformance to specifications includes, for example, improper or defective packaging, short-expiration window as determined by the District, and spoiled goods, when discovered by the District – even if discovery occurs after time of delivery inspection.

9. Locally grown and produced products. If applicable, 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 Director of Food and Nutrition Services.

10. Buy American. If applicable, 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). The District requires that supplier 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 the District.

11. Audit. Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and any renewals, and for five (5) years thereafter. Vendor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor’s normal business hours, unless Vendor otherwise consents. Proof of distributor’s landing cost (distributor’s invoice) will be required upon request, within a two day period, for audit purposes only. Invoices are checked regularly.

12. Termination.

12.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

12.2. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.2.1. unsatisfactory product or service; or

12.2.2. any reason determined to be detrimental to the health and welfare of students and school personnel; or

12.2.3. material violation of this Agreement by the Vendor; or

12.2.4. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

12.2.5. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within fourteen (14) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fourteen (14) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the Services pursuant to this Agreement, the Vendor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. Indemnification. To the furthest extent permitted by California law, Vendor and its agents, officers and employees shall defend, indemnify, and hold harmless the District, its elected and appointed officers, agents, employees, volunteers, contractors and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which the District, its selected and appointed officers, agents, employees, volunteers, contractors and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of Vendor in the performance of, in connection with, as a result of, and in accordance with the terms of the Agreement. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

14. Insurance.

14.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

TYPE OF COVERAGE	MINIMUM REQUIREMENT
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 2,000,000 \$ 4,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Workers' Compensation	Statutory Limits

14.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Vendor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. Workers' Compensation. In accordance with provisions of section 3700 of the Labor Code, the Vendor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.2. Proof of Carriage of Insurance. The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Workers' Compensation Insurance Policies shall be written on an occurrence form.

14.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. Assignment. The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor without the written consent of the District's Governing Board. Notice is hereby given that the District will not honor any assignment made by Vendor unless the required written consent has been given.

16. Compliance with Laws. Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. All products must conform to the provisions set forth in the federal, state, county, and city laws for their production, handling, processing, marketing, and labeling. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on providing the Delivery Items as indicated or specified. If Vendor performs any Service that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.

16.1. Fingerprinting of Employees. Vendor shall submit a fully executed "Fingerprinting/Criminal Background Investigation Certification." Although Education Code 45125.2(a)(3) provides an option regarding District surveillance, the District does not provide this as an option to the Vendor. Education Code Section 45125.2 requires entities providing services to the District to ensure the safety of pupils where employees of the entity or subcontractors will have contact with pupils. Therefore, Vendor shall certify that methods are being undertaken to ensure the pupils' safety.

16.2. Debarment Certification. Under applicable law (including 7 CFR part 3017), the District cannot enter contracts under a federally-assisted program, such as this Agreement, with companies who are debarred, suspended, ineligible or voluntarily excluded and, in that connection, the District must obtain a certificate regarding such status from potential vendors, upon which the District is entitled to rely in the absence of actual knowledge that such certification is erroneous. Vendor shall not knowingly enter into any "lower tier covered transaction" (as defined in 7 CFR, §3017.200.) with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Agreement, unless authorized by the department or agency with which this transaction originated. Vendor agrees that it shall include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transitions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. Vendor also confirms that it submitted its Suspension and Debarment Certification to the District with its proposal.

17. Anti-Discrimination.

17.1. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Vendor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all of its subcontractor(s).

17.2. The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national

origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at <https://www.usda.gov/oascr/program-discrimination-complaint-filing>, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Center for Civil Rights Enforcement, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or by email at CR-INFO@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). "USDA is an equal opportunity provider and employer."

Note: The only protected classes covered under the Child Nutrition Programs are race, color, national origin, sex, age, or disability.

18. Tobacco-Free Environment. All District sites have been designated as tobacco-free environments. Smoking and the use of tobacco products is prohibited at all times on all areas of District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

19. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

20. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

21. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Lompoc Unified School District
Purchasing Services Department
ATTN: Nilufer Jorgenson
1301 North A Street
Lompoc, CA 93436
FAX: (805) 737-1708
Email: jorgenson.nilufer@lusd.org

Vendor:

[NAME]
ATTN: _____

_____, CA 9____
FAX: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. Any notice provided under this Agreement shall be accompanied with a courtesy electronic copy sent via e-mail.

22. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. In the event any terms or obligations conflict or are inconsistent with Vendor's invoice, order sheets, or other documents, the terms and obligations under this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

24. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

27. Authority to Bind Parties. Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

28. Disputes. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Vendor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of

California, in Santa Barbara County, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Vendor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Vendor's right to bring a civil action against District.

29. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

30. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

31. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

32. Signature Authority. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

33. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document, including any electronic or scanned counterpart signatures.

34. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached to this Agreement are hereby incorporated by this reference.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

DISTRICT:
Dated: _____, 20__

VENDOR:
Dated: _____, 20__

Lompoc Unified School District

By: _____

By: _____

PRINT NAME

PRINT NAME

PRINT TITLE

PRINT TITLE

Information regarding Vendor:

Address: _____

Employer Identification and/or
Social Security Number

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation, State: _____
- ____ Limited Liability Company
- ____ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Vendor to furnish the information requested in this section.

EXHIBITS AND CERTIFICATIONS ON FOLLOWING PAGES.

EXHIBIT A
SPECIFICATIONS AND TERMS
(COMMERCIAL FROZEN AND NON-FROZEN FOODS)

1. Vendor's Proposal Form and Proposal, submitted on _____, and accepted by the District is made part of this Agreement. Vendor shall deliver the Delivery Items identified on the Proposal, at District's direction.
2. Vendor shall deliver the Delivery Items as requested by the District and to the Sites identified on the Delivery Sites chart (**EXHIBIT B**).
3. All items must include sourcing and date.
4. The Vendor, manufacturer, or his/her assigned agent shall guarantee the food products against all defects.
 - a) Cases and packaging shall be constructed to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement at no cost to the District.
 - b) The District reserves the right to discontinue service of any or all portion of this Agreement for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the contractor in default.
 - c) Vendor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. 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. Vendor shall ensure that all products received under this Agreement shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County or local city/county agency in which product was produced, State of California, and/or federal government, whichever is higher.
 - d) In the event of a product contamination or recall issue, Vendor must be able to trace back for all products to the point of origin.

END OF EXHIBIT A

EXHIBIT B
DELIVERY SITES
(COMMERCIAL FROZEN AND NON-FROZEN FOODS)

Deliveries are typically required one (1-3) time a week per location, depending on usage and refrigeration space. Some sites may require multiple drop-offs. If a scheduled delivery falls on a holiday, or date when the site is closed, Vendor shall deliver on the following business day or day when the site is open, or on a date agreed upon by the parties. All deliveries will be Monday through Friday as follows:

	LOCATION	ADDRESS	CONTACT PERSON & PHONE NUMBER	DELIVERY WINDOW
1	Central Kitchen	600 E. Central Ave. Lompoc, CA 93436	Debbie Petersen 805-742-3349	6:30 – 9:30 am
2	Lompoc High School	515 W. College Ave Lompoc, CA 93436	Cheri Townsend 805-742-3092	6:30 – 10:30 am
3	Cabrillo High School	4350 Constellation Blvd. Lompoc, CA 93436	Lisa Hernandez 805-742-2915	6:30 – 10:30 am

END OF EXHIBIT B

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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 Services of this Agreement.

1. Date: _____
2. Name of Vendor: _____
3. Signature: _____
4. Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to commencing any Services under this Agreement.)

END OF DOCUMENT

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

I certify to the District governing board that I am familiar with the facts herein certified, and I am authorized and qualified to execute this certificate on behalf of Vendor. I certify that Vendor has taken or will take the following actions with respect to the Agreement:

Vendor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all of Vendor’s employees, agents, interns, and representatives and all of its consultants’, contractors’ or subcontractors’ employees who may interact with District pupils during the term of the Agreement without District pupils being under the immediate control and supervision of an District employee or with a pupil’s parent/guardian, and the California Department of Justice has determined that none of those employees, interns, agents or representatives has been convicted of a felony, as that term is defined in Education Code section 45122.1.

A complete and accurate list of Vendor’s employees, agents, interns, and representatives and of all of its consultants’, contractors’, and subcontractors’ employees who may have contact with District pupils during the term of the Agreement is attached hereto.

Vendor’s responsibility for criminal background clearance extends to all of its employees, agents, interns, representatives, consultants, contractors, subcontractors, and employees of each who will interact with District pupils that are not under the immediate control and supervision of District employees or a pupil’s parent or guardian, regardless of whether they are designated as employees or acting as independent contractors of Vendor. Vendor shall not allow any person for whom District has not received satisfactory written verification of compliance to interact with District pupils whether on or off District property for any purpose related to or arising out of this Agreement.

Vendor: _____ Date: _____

Signature: _____

Print Name: _____

ATTACHMENT
List of Vendor Employees/Agents

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

If further space is required for the list of employees/interns/agents, attach additional copies of this page.

[END OF DOCUMENT]

DRUG-FREE WORKPLACE CERTIFICATION

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

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Vendor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Vendor shall certify that it will provide a drug-free workplace by doing all of the following:

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract

be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

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

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____

Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

FEDERAL DEBARMENT CERTIFICATION

PROJECT/CONTRACT/BID NO.: **Q1-25** between the Lompoc Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

1. Bidder certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Board;
 - b. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.
3. Bidder agrees to include the following certification in all subcontracts, for all lower tiers:

"Debarment and Suspension Certification – By submission of its proposal, the contractor (or vendor, or consultant, depending on the transaction) certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with 2 CFR 200.213 and 2 CFR 180."

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

BYRD ANTI-LOBBYING CERTIFICATION

**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 their 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 any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. 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.

Contractor

Address

Certified by: (type or print)

Title

Signature

Date

Disclosure of Lobbying Activities

Approved by OMB
0348-004

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

1. Type of Federal Action: <input type="checkbox"/> contract <input type="checkbox"/> grant <input type="checkbox"/> cooperative agreement loan <input type="checkbox"/> loan guarantee <input type="checkbox"/> loan insurance	2. Status of Federal Action: <input type="checkbox"/> proposal/offer/application <input type="checkbox"/> initial award <input type="checkbox"/> post-award	3. Report Type: <input type="checkbox"/> initial filing <input type="checkbox"/> 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: \$	
10a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: ____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in 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.

END OF DOCUMENT

**PROHIBITION ON POULTRY PRODUCTS IMPORTED FROM THE PEOPLE’S REPUBLIC
OF CHINA VENDOR CERTIFICATION FORM**

To ensure compliance with the Consolidated Appropriations Act of 2021 that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People’s Republic of China. It is the program operator’s responsibility to ensure the country of origin for all non-domestic raw or processed poultry products, whether purchased directly by the program operator or on their behalf. The prohibition was first set forth in the Consolidated Appropriations Act of 2021 (Public Law 116–260) Division A, Section 764, and subsequently renewed, and does not allow for any exceptions.

Implementation of this prohibition should be done by including the provision in all procurement solicitations and contracts for the procurement of poultry. To ensure compliance with the prohibition, program operators should obtain a certification of acknowledgment from their supplier, e.g., manufacturer, processor, or distributor, that acknowledges their agreement to comply with the prohibition stated within the Consolidated Appropriations). A sample of the certification language is attached to this communication and is also located below.

Vendor Certification:

The Consolidated Appropriations Act of 2021 (Public Law 116–260), Division A, Section 764 (signed into law on December 27, 2020), and subsequently renewed annually, first prohibited Child Nutrition Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People’s Republic of China.

We _____ (Vendor Name), certify that _____ (product name) does not use federal funds to procure raw or processed poultry products that are imported into the United States from the People’s Republic of China.

We further acknowledge that noncompliance with this federal requirement may result in a finding of disallowable cost(s).

Name of Vendor

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

Signature(s)

Date