SAN LUIS COASTAL
UNIFIED SCHOOL DISTRICT

FOOD MATTERS
SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSAL
RFP#01-2425
Fresh Produce

Submit proposals and all questions/inquiries to:

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
Food and Nutrition Services at Laguna Middle School
11050 Los Osos Valley Road
San Luis Obispo, CA 93405

Veronica Presedo-Floyd, Account Technician
Office: (805) 549-1234, Option 0
vpresedofloyd@slcusd.org

Proposals Due: July 12, 2024 at 11:00 AM PST

THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL ("RFP") ARE GOVERNED BY THE APPLICABLE STATE AND FEDERAL LAWS.

TABLE OF CONTENTS

NOTICE TO PROPOSERS 3
RFP SCHEDULE OF EVENTS 4
U.S. DEPARTMENT OF AGRICULTURE NONDISCRIMINATION STATEMENT 6
PROPOSAL SUBMISSION CHECKLIST - Attachment "1" 7
GENERAL TERMS AND CONDITIONS 8
EXHIBIT A TO GENERAL TERMS AND CONDITIONS 20
SERVICE LEVEL AGREEMENT FRESH PRODUCE 32
SLCUSD DELIVERY INFORMATION 34
SPECIAL CONDITIONS AND INSTRUCTIONS 35
REQUEST FOR PROPOSAL SIGNATURE PAGE - Attachment "2" 36
EVALUATION CRITERIA - Attachment "3" 37
PROPOSER QUESTIONNAIRE - Attachment "4" 41
REFERENCES - Attachment "5" 44
NON-COLLUSION DECLARATION - Attachment "6" 45
PROPOSER'S STATEMENT REGARDING INSURANCE COVERAGE - Attachment "7" 46
WORKERS' COMPENSATION CERTIFICATE - Attachment "8" 47
DRUG-FREE WORKPLACE CERTIFICATION - Attachment "9" 48
EQUAL OPPORTUNITY EMPLOYMENT - Attachment "10" 49
FINGERPRINT NOTICE AND ACKNOWLEDGEMENT/CERTIFICATION - Attachment "11" 50
VIOLENT AND SERIOUS FELONIES - Attachment A 51
FORM FOR CERTIFICATION OF LACK OF FELONY CONVICTIONS - Attachment B 53
CERTIFICATION AND DISCLOSURE STATEMENTS - Attachment "12" 54
SUSPENSION AND DEBARMENT CERTIFICATION - Attachment "13" 56
CERTIFICATION REGARDING LOBBYING - Attachment "14" 58
IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT - Attachment "15" 62
CONTRACTOR'S CERTIFICATE REGARDING 64
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY - Attachment "16"
CLEAN AIR AND WATER CERTIFICATION - Attachment "17" 65
BUY AMERICAN CERTIFICATION FORM - Attachment "18" 66
ITEMIZED PRODUCE LIST – Attachment "19" 67

NOTICE TO PROPOSERS

REQUEST FOR PROPOSAL #01-2425

Notice is hereby given that the San Luis Coastal Unified School District ("District") will receive a sealed proposals (sometimes referred to herein as "bids," and the vendor submitting same as "bidder," "vendor," or "contractor") from qualified providers of fresh produce products and services for the District's Child Nutrition Program, for the following Request for Proposal ("RFP"):

RFP #01-2425 FRESH PRODUCE
Proposals Due: **July 12, 2024 at 11:00 AM PST**

Proposer(s) to submit:

(1) Hardcopy Proposal and (1) USB - Electronic RFP version responsive to RFP#01-2425 shall be submitted prior to July 12th, 2024, 11:00 AM PST. Proposals may be submitted at the Laguna Middle School Food & Nutrition Services Office between the hours of 8am and 4pm, Monday - Friday, before July 12th (closed July 4th). **On July 12th, the district will accept no bids after 11 AM PST.**

Proposal shall be submitted to:

Laguna Middle School - Food & Nutrition Services Office
℅ Veronica Presedo-Floyd
11050 Los Osos Valley Road
San Luis Obispo, CA 93405
vpresedofloyd@slcusd.org | 805-549-1234

Sealed Proposal packages shall be delivered to the **Food and Nutrition Services Department** no later than **July 12, 2024 at 11:00 AM PST. Bids delivered after the due date and time will not be accepted.**

Electronic version Proposals will be submitted with the following sections saved as separate files and clearly labeled.

1. HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
2. Item List (filled out) in spreadsheet format.
3. Item List in PDF format
4. Completed questionnaire
5. The remaining portions of the proposal may be saved as one file. Items 1-4 may be included in this file, but must be saved separately under their own file names as well.

It shall be the sole responsibility of the proposers to ensure that proposals are delivered to the above office by the time and date stated. District will not receive late deliveries by U.S. mail or any other means. Late, unsealed, unlabeled, and incomplete proposals otherwise not in compliance with this RFP will be rejected. By submitting a response, the proposer(s) acknowledges and accepts all terms contained in this RFP.

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Food and Nutrition Services Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Food and Nutrition Services Department at Laguna Middle School, 11050 Los Osos Valley Road, San Luis Obispo, CA 93405,**

Monday through Friday (closed 7/4) between the hours of 8:00am - 4:00pm until the submission due date of July 12th at 11:00am. All proposals delivered after scheduled closing time for receipt of proposals will not be considered. RFPs received later than the designated time, and specified date will be returned to the proposer(s) unopened. Facsimile (FAX) copies of the proposal **will not be accepted.** The District can request the price sheet attachment in Excel format.

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form.

Proposer(s) request for information/clarification and request deadline: If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. All requests for information and/or clarification regarding this RFP shall be submitted in writing via e-mail to Veronica Presedo-Floyd, Account Technician, Food and Nutrition Services, at vpresedofloyd@slcusd.org, with the subject line RFP #01-2425 CLARIFICATION. All requests must be submitted no later than **July 1, 2024, by 4:00 PM PST.** Any request made after such date shall not be responded to. No oral interpretation of any provision in this RFP will be made to any proposer.

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

The District reserves the right to reject any or all proposals. The District also reserves the right to waive any informalities or irregularities in received submittals. The award of this solicitation is conditional on the winning proposer(s) accepting the terms of the RFP. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by the proposer of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to proposers for any costs or expenses incurred by the proposers for proposal preparation or for any demonstration that may be made. Proposers submit proposals at their own risk and expense.

RFP SCHEDULE OF EVENTS

Date	Event
June 21, 2024	Release and advertisement of RFP
July 1, 2024 by 4pm PST	Deadline for submission of written questions to the District concerning RFP
July 3, 2024	Final Addendum posted
July 12, 2024, 11:00AM PST	Deadline for all submissions of RFP #01-2425
July 12, 2024, 12:00PM PST	Opening of Proposals (not public)
July 12, 2024 - August 7, 2024	Evaluation of Proposals
August 6, 2024	Estimated date of RFP Award Notification/s sent out
August 20, 2024	Estimated date of approval and award by the Board of Trustees
September 1, 2024	Contract Start Date

**SLCUSD will use every effort to adhere to the schedule. However, SLCUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment on the SLCUSD website.

SAN LUIS COASTAL
UNIFIED SCHOOL DISTRICT

San Luis Coastal Unified School District
Food and Nutrition Services at Laguna Middle School
11050 Los Osos Valley Road
San Luis Obispo, CA 93405
Telephone: (805) 549-1234, Option 0

REQUEST FOR PROPOSAL (RFP)- COVER SHEET

Fresh produce

REQUEST FOR PROPOSAL 01-2425

This is a request for proposal (RFP) for Fresh Produce (RFP #01-2425) for the San Luis Coastal Unified School District 2024-2025 school year, September 1, 2024 to June 30, 2025. An RFP packet may be obtained from the Food & Nutrition Services department website or by calling (805) 549-1234, Option 0 or emailing Veronica Presedo-Floyd at vpresedofloyd@slcusd.org . Please complete all items indicated on the Proposal Submission Checklist and submit pricing on items to be furnished by the proposer on the attached Itemized Produce List in accordance with all conditions and specifications.

MAIL PROPOSAL TO:

San Luis Coastal Unified School District
Food and Nutrition Services Department at Laguna Middle School
11050 Los Osos Valley Road, San Luis Obispo, CA 93405
ATTN: Veronica Presedo-Floyd
Fresh produce (RFP #01-2425)
vpresedofloyd@slcusd.org

Proposals must be submitted in both physical and electronic form. The electronic copy may be delivered by USB flash drive with files in the format described herein. Submission shall be clearly marked: "Response to RFP#01-2425".

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.

PROPOSAL SUBMISSION CHECKLIST - Attachment "1"

[SUBMIT WITH PROPOSAL]

Proposer Name:_____

This checklist must be submitted with Proposer's Proposal.

REQUIRED DOCUMENTS:

- □ Proposal Submission Checklist (Attachment 1, this form)
- □ Service Level Agreement Fresh Produce
- □ Special Conditions and Instructions
- □ Request for Proposal Signature Page (Attachment 2)
- □ Evaluation Criteria (Attachment 3)
- □ Proposer Questionnaire (Attachment 4)
- □ References with at least 3 References (Attachment 5)
- □ Non Collusion Affidavit (Attachment 6)
- □ Proposer's Statement Regarding Insurance Coverage (Attachment 7)
- □ Worker's Compensation Insurance Certification Form (Attachment 8)
- □ Drug Free Workplace Certification (Attachment 9)
- □ Equal Opportunity Employment (Attachment 10)
- □ Fingerprint Clearance/Criminal Background Investigation (Attachment 11)
- □ Violent and Serious Felonies (Attachment A)
- □ Form for Certification of Lack of Felony Convictions (Attachment B)
- □ Certification and Disclosure Statements (Attachment 12)
- □ Suspension and Debarment Certification (Attachment 13)
- □ Certification Regarding Lobbying (Attachment 14)
- □ Iran Contracting Act of 2010 Compliance Affidavit (Attachment 15)
- □ Certificate Regarding Alcoholic Beverage and Tobacco Free Policy (Attachment 16)
- □ Clean Air and Water Certification (Attachment 17)
- □ Buy American Certification Form (Attachment 18)
- □ Itemized Produce List (Attachment 19)
- □ Statement of Pricing (Include in your proposal)
- □ HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
- □ Addenda

GENERAL TERMS AND CONDITIONS

1. **GENERAL** – The District is seeking proposals in response to this Request for Proposal ("RFP") from entities to provide fresh produce to the San Luis Coastal Unified School District ("District") for fiscal year 2024-2025. The District is committed to its "Farm to School" program, and endeavors to work with one or more vendors that support the District's vision of bringing fresh, local, and high-quality produce to schools.

   The District may award this RFP to more than one proposer, including, but not limited to, award of seasonal items to multiple proposers. The District does not seek exclusive vendors for any of the produce items listed in this RFP. The District will continue to procure some of its fresh produce through the USDA Department of Defense Fresh Fruit and Vegetable Program ("USDA DoD Fresh"), and continue to procure seasonal and local items directly from local farmers and producers as they are available. Please note that the District reserves the right to purchase fresh produce from these and other sources, as best supports the District's farm to school efforts.

   The District seeks produce vendor(s) who will support the District in the following goals:

   - Ensure that students are receiving high quality produce,
   - Purchase high quality produce at the best possible price,
   - Purchase all or mostly all locally-grown produce with a preference for produce grown closer in proximity to the District,
   - Purchase more produce that is grown by Socially Disadvantaged Farmers, Women Farmers and Small- to Mid-Scale Farms,
   - Offer more produce that is grown by small businesses and minority owned businesses,
   - Utilize the expertise of our produce vendor to incorporate produce items that are in season, through maintained vendor communication regarding produce availability and market conditions,
   - Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing fresh fruits and vegetables,
   - Utilize a produce vendor who continues to support the District to maintain and advance Eat Real Certification through data sharing and strategic sourcing, and
   - Partner with a produce vendor that will provide excellent customer service and clearly state where produce items come from, including farm name and city.

   The District is located in San Luis Obispo County and will have a projected student enrollment for the 2024 - 2025 school year of approximately 7600 students. There are fifteen (15) schools: ten (10) elementary schools, two (2) middle schools, and three (3) high schools. The District will consider proposals for: (a) delivery to only Laguna Middle School; (b) delivery to the other three delivery sites (Los Osos Middle School, Morro Bay High School, and San Luis Obispo High School; or (c) delivery to all four sites, as described below:

Address	Delivery Times	Preferred Delivery Days	Number of Deliveries Per Week
Laguna Middle School 11050 Los Osos Valley Road San Luis Obispo, CA 93405	7:00 a.m. – 1:00 p.m.	M-F (Typically Monday and Thursday)	1-2
Los Osos Middle School 1555 El Moro Ave Los Osos, CA 93402	7:00 a.m. – 1:00 p.m.	M-F (Typically Monday and Thursday)	1-2

Morro Bay High School 235 Atascadero Rd Morro Bay, CA 93442	7:30 a.m. – 1:00 p.m.	M-F (Typically Monday and Thursday)	1-2
San Luis Obispo High School 1499 San Luis Dr San Luis Obispo, CA 93401	7:30 a.m. – 1:00 p.m.	M-F (Typically Monday and Thursday)	1-2

2. **DEADLINE FOR RECEIPT OF RFP'S** - RFPs must be received before **11:00:00 a.m. on July 12, 2024.** Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. Envelopes containing a Proposal and USB electronic copy must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date, and name of the proposer, and submitted to:

San Luis Coastal Unified School District
Food and Nutrition Services Office at Laguna Middle School
Attn: Veronica Presedo-Floyd
11050 Los Osos Valley Road
San Luis Obispo, CA 93405

- It is the Proposer's responsibility to ensure that the Proposal is submitted on time and to the authorized agent. Any Proposal received after the scheduled closing time for receipt will not be accepted and will be returned unopened.
- The District reserves the right to reject any proposal and to waive any formality or irregularities in the Proposals.
- Questions regarding the RFP and RFP documents will only be accepted if submitted in writing. Submit questions to Veronica Presedo-Floyd by email, vpresedofloyd@slcusd.org, with the subject line RFP #01-2425 CLARIFICATION. All requests for clarification must be submitted no later than **July 1, 2024, by 4:00 PM PST**. Any request made after such date shall not be responded to. No oral interpretation of any provision in this RFP will be made to any proposer.

3. **THE RFP** - All items on the form should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Original signatures are required on the RFP. The company representative authorized to sign the RFP contract and bind the company to all contractual obligations must sign the RFP. An authorized officer shall sign the RFP under the correct firm name. The Proposer must submit all forms included in this RFP. This includes the completed Itemized Produce List in Attachment 19, which must be submitted in both PDF and spreadsheet (Excel, .csv) format.

4. "**FAX" RFPs** - Facsimile copies of RFPs are not accepted.

5. **FORM OF AGREEMENT -** The District's form of Agreement ("Agreement") is attached as Exhibit "A" to these General Terms and Conditions. The vendor's applicable scope of services will be set forth in further detail in the Agreement. The scope may be modified at the sole discretion of the District prior to execution by the selected proposer(s). The item(s) selected by the District to be awarded to Proposer in their submitted Itemized Produce List will be incorporated into the Agreement.

6. **MULTIPLE AWARDS / NON-EXCLUSIVITY -** The District reserves the right to award this RFP to more than one proposer using criteria and preference points specified herein. The District anticipates

making multiple awards under this RFP, including, but not limited to, award of multiple seasonal produce items.

The District will not exclusively procure fresh produce from the successful proposer(s) responsive to this RFP. The District expressly reserves the right to competitively purchase from other vendors for some or all of the fresh produce items specified in this RFP. Examples of the District's other procurements include produce procured through USDA DoD Fresh and certain seasonal and/or local produce items. The District procures fresh produce from numerous small farms located in San Luis Obispo County and will continue to do so when those items are available. The District makes no representation of exclusively purchasing from the successful proposer(s) the items and quantities specified in the proposer's Itemized Produce List.

7. **DEFINITIONS** - Responsible; a bidding party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract for which a proposal is submitted. Responsive; a proposal that meets all of the specifications outlined in the RFP.

8. **WITHDRAWAL OF RFP** - RFPs may be withdrawn by the proposer(s) before the time fixed for the opening of responses to the RFP, but may not be removed for sixty (60) days after the opening of the proposals. (Public Contract Code sections 5100 et seq.). Written confirmation before the time established for the proposal opening must be submitted.

9. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The successful proposer(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

10. **RFP NEGOTIATIONS** - An RFP response to any specific item of this RFP with terms such as "negotiable," "will negotiate," or of similar intent is considered as non-responsive to the particular item.

11. **PRICES** - Prices should be typed and shown as instructed on the RFP form for each item, in the amount of the quantity specified in the Itemized Produce List (Attachment 19). For fixed price items, at no time shall the prices charged to the District exceed the prices in the submitted Itemized Produce List. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be provided by the proposer(s) to any other school district or state, county, municipal, or local governmental agency in San Luis Obispo County for products listed herein.

    i. Annual Fixed Price items - Prices proposed for all annual fixed price items will be for the period September 1, 2024, through June 30, 2025. All orders placed by the District will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

    ii. Monthly Seasonal Fixed Price Items – The Itemized Produce List spreadsheet includes columns for each month of the contract length. The proposer(s) should indicate fixed pricing for each month. Proposer(s)s are not required to bid on all products, the proposer(s) may bid on all or some products. If the proposer(s) has additional items not included in the item list for the District to consider, the proposer(s) may add these to the list below the items already included. Please download the item list and enter data electronically and turn in the list electronically in spreadsheet format. proposer(s)s should enter prices into every month they wish to be evaluated, even if it is identical data to another month. Quantity is given for a full school year.

iii. Itemized Produce List – The District's Itemized Produce List is attached hereto. If the District specifies a variety in the "Item" column, the Proposer(s) should respond based on the listed variety. If the District requests a standard/commodity variety, then the District will accept a range of varieties. If the District requests a seasonal variety, then the District will only accept non-commodity and/or specialty varieties. The "Notes" section should be used to indicate if the item bid is a special order, requires a minimum purchase, is a market item or is an alternative to what was listed. Proposals need to include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price). Note in the origin column the origin of all items following the USDA Country of Origin Labeling Law and specify any product that is grown/produced in California. In the same column, note the country of origin of which any canned fruit and vegetables are grown/produced. Proposer(s) is responsible for converting any differences in pack size to the same total volume as requested. For any Individually Wrapped (IW) items, the ½ cup portion size is listed. Do not offer other unit sizes for the IW items and/or convert to a different pack size in the Itemized Produce List for those items.

iv. Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met:

- The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 5 to 10 percent of the estimated value of the contract.

- Upon renewal, any goods added to the contract must be included in a contract amendment (if applicable). The total value of all added goods and quantities of listed goods will not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit of 10 percent of the estimated value of the contract.

- For each year of a renewed contract, a new basis for contract value, including the actual expenditures for the previous year plus the additional items, must be established.

- The District shall maintain records of all additional goods purchased to ensure that the value of those goods does not exceed the specified limit.

v. All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Proposer's mark-up on sub consultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Proposer(s) anticipates will be a part of its price to complete the Services.

12. **TAXES** - Local, State, or Federal taxes shall not be included in the proposal price term.

13. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** - The successful proposer(s) shall furnish and deliver the quantities designated in the RFP or purchase order. All food, materials, supplies, or services provided under the contract shall be per the RFP specifications and the District's sample or the sample furnished by the proposer(s) and accepted by the District. Materials or supplies which, in the opinion of the Account Technician of Food and Nutrition Services, are not in accordance and conformity

with said specifications and samples shall be rejected and removed from the District premises at the proposer's expense. If a sample is taken from a shipment and sent to a laboratory for testing, and the test shows that the sample does not comply with the RFP specifications, the proposer(s) shall pay the examination cost. In bidding, the proposer(s) certifies that all materials conform to CAL OSHA and all other law requirements.

14. **DISTRICT REQUIREMENTS-** The quantity shown is the estimated consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The delivery of fresh produce listed in the RFP is required during the contract and shall be furnished by the successful proposer(s). The District shall have the right to issue purchase orders up to and including the last day of the contract period, even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the contract such items as may be required to support the District's Farm to School program.

15. **ALL RFP EXCEPTIONS** - All exceptions taken in response to this RFP must be stated clearly. Taking RFP exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the proposal. The governing board will determine the allowance of exceptions and whose decisions shall be final. Any proposal exceptions or additional conditions requested after the RFP closure, which is not detailed within the proposal, may result in disqualification of the proposal. No oral, telegraphic, or electronic modification of any proposal submitted will be considered.

16. **AWARD -** The District reserves the right to reject proposals without explanation or recourse and negotiate with companies submitting bids. The District further reserves the right to contract the work with whomever and in whatever manner the District decides to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:

    - This contract will be awarded to single or multiple responsive and responsible proposers who meet RFP terms and conditions.

    - After the opening of the proposals, an RFP review committee representing the District will score the proposals based on the evaluation criteria as stated in the RFP document.

    - The committee may investigate the qualifications of the proposer(s)under consideration, require confirmation of information furnished by the proposer(s), and require additional information and evidence of qualification to perform the services described in the RFP.

    - The RFP committee shall have the right to inspect the distribution facility or facilities and equipment utilized by the vendor.

    - The committee will make a recommendation to the Board of Trustees.

    - The Account Technician and Review Team of Food and Nutrition Services will be the sole judge of merit and not necessarily accept the lowest price offered. On behalf of the District, the Food and Nutrition Services Department will issue an intent to Award Letter to the successful proposer(s). The San Luis Coastal School District Board of Education will formally award the award.

- The successful proposer(s) will be required to enter into a separate contract with the District, the proposed form of which is indicated in Exhibit A to these terms and conditions.

17. **DELIVERY** - Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful proposer(s) shall be responsible for delivery and shall pay all costs, including drayage, freight, fuel and packing for delivery to locations in the District as specified in the RFP. Each item shall be securely packaged, adequately sealed, and contents marked. A packing slip/ invoice shall accompany all shipments.

18. **SAFETY DATA SHEETS** - For all products requiring a Safety Data Sheet - The District requires that a Safety Data Sheet accompany orders at delivery time.

19. **DEFAULT BY PROPOSER** - The District shall hold the proposer(s) responsible for any damage which may be sustained because of failure or neglect to comply with the terms or conditions listed herein. It is expressly provided and agreed that time shall be of the essence in meeting the contract delivery requirements. Suppose the successful proposer(s) fails or neglects to comply with the terms of the RFP. In that case, the District may, upon written notice to the proposer(s), cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the proposer(s). The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the proposer(s) or deducted from any funds due to the proposer(s).

20. **INSURANCE** - At minimum, the successful proposer(s) shall maintain insurance coverage as follows, and as further described in the proposed Agreement in Exhibit A:

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**	**$1,000,000** **$2,000,000**
Automobile Liability Insurance - Any Auto **- Each Occurrence** **- General Aggregate**	**$1,000,000** **$2,000,000**
Workers Compensation	**Statutory Limits**

The District reserves the right to increase and/or amend these insurance requirements.

21. **INVOICES AND PAYMENTS -** Unless otherwise specified, the successful proposer(s) shall render invoices in duplicate for materials delivered or services performed under the contract to the San Luis Coastal Unified School District, Food and Nutrition Services Department, 11050 Los Osos Valley Road, San Luis Obispo, CA 93405.
    The successful proposer shall submit invoices under the same firm name shown on the RFP. The successful proposer(s) shall list separately any taxes PAYABLE BY THE DISTRICT and certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall pay for materials, supplies, or services furnished under the contract within a reasonable and proper time after the authorized District Representative accepts and approves invoices.

22. **STATEMENT** - The successful proposer(s) shall render bills and/or statements to Veronica Presedo-Floyd and Anne Wilson, District Food and Nutrition Services Department, via email at vpresedofloyd@slcusd.org and awilson@slcusd.org , following delivery of materials. An itemized, numbered invoice showing the proposer's name, date, quantity, type, prices, and extended charges of items purchased, must be furnished in duplicate to the individual school kitchen at the time of delivery and signed by the Kitchen/Satellite Supervisor or assigned designee. The proposer's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, damaged or spoiled product necessitating a return, redelivery, or reorder. Separate invoices and monthly statements are required to identify purchases for Child feeding programs (i.e., CACFP and NSLP). A copy of a credit, priced and extended, shall be emailed with the corresponding invoice to Veronica Presedo-Floyd and Anne Wilson at vpresedofloyd@slcusd.org and awilson@slcusd.org . The successful proposer(s) shall submit monthly electronic statements in Excel Format to the following name and address:

    San Luis Coastal Unified School District
    Food and Nutrition Services at Laguna Middle School
    11050 Los Osos Valley Road
    San Luis Obispo, CA 93405
    Attention: Veronica Presedo-Floyd
    vpresedofloyd@slcusd.org

    The monthly statement shall be broken down by site, by date and include invoice numbers for all charges. This statement showing the month's purchases shall be received by the Food and Nutrition Services Department by the 10th of the following month. Payment by the District will be made within 45 days for service satisfactorily performed by the successful proposer(s) after receipt of properly documented invoices/statements.

23. **VELOCITY REPORT** - The District reserves the right to request velocity reports for any items ordered throughout the contract. Velocity reports will be delivered via email to better assist for inventory tracking purposes.

24. **APPLICABLE 'BUY AMERICAN' PROVISIONS -** The District participates in the National School Lunch Program and is required to ensure that food purchased for use in school meals meets the requirements of the Buy American Provision. The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d). Section 104(d) of the William F. Goodling Child Nutrition Reauthorization 1998 (Public Law 05-336) added a new provision, Section (12) of the NSLA (42 USC 760(n), requiring School Food Authorities to purchase domestically grown and processed foods, to the maximum extent practicable. The Buy American provisions of Public Law (PL 100-237) require participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP

and SBP to include the CACFP Program. A domestic commodity or product is produced and processed in the United States substantially using agricultural commodities produced in the United States. "Substantially using" means over 51 percent of the final processed product consists of agricultural commodities grown domestically. This includes foods sold to students as a la carte food items.

Two situations that may warrant a waiver to permit purchases of foreign food products include: 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of satisfactory quality 2) Competitive bids reveal the costs of a U.S. product are significantly higher than the foreign product.

Actions that districts/sponsors can take to comply with the Buy American requirements are:

- Including a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposal, purchase orders, etc.)
- Monitoring contractor performance
- Requiring suppliers to certify the origin of the product
- Examining the product packaging for identification of the country of origin
- Asking the supplier for specific information about the percentage of U.S. content in the food product

It is therefore required that proposers responding to this Request for Proposal indicate whether products offered on this proposal meet the definition of "domestic commodity or product" as stated above. Indication shall be made on the proposal price sheet as part of the response to this proposal.

The successful proposer(s) shall provide documented proof of compliance with this provision at the request of the District.

The "Buy American" provision of Public Law (P.L.) 105-336 allows for an exception when the recipient agency, San Luis Coastal Unified School District, determines that the following instances apply to non-domestic produced products:

- Recipients have unusual or ethnic food preferences which can only be met through purchases of products not produced in the U.S;
- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of satisfactory quality;
- The cost of U.S.-produced food products is significantly higher than foreign products.

The District reserves the right to purchase non-domestic grown or manufactured food products if the cost of the U.S.-produced item that contains 51% or more domestically grown commodities is ten percent (10%) or more in price than the non-domestic product.

25. **LOCALLY-GROWN AND PRODUCED, ORGANIC, and PRODUCED BY SOCIALLY DISADVANTAGED, WOMEN-OWNED, AND SMALL- TO MID-SCALE FARMERS PRODUCTS** - The District prefers locally-grown products whenever possible and has a goal of procuring, at minimum, 40% locally grown and produced. The District's definition of local includes three tiers: 1) Grown within a 150 mile radius of San Luis Obispo, 2) Grown within a 300 mile radius from San Luis Obispo, 3) Grown within the state of California. The District requires that all products are grown in the USA.

    Suppose California or U.S.-grown products are unavailable in sufficient quantities to provide affordability. In that case, only products inspected and approved by the USDA are acceptable and approved by the Director of Food and Nutrition Services. To support sustainable agriculture and the health of farm

communities, the District seeks to purchase California Grown produce, as demonstrated in the Itemized Produce List.

The District seeks to support Socially Disadvantaged Farmers or Ranchers following the USDA definition of Socially Disadvantaged Farmer or Rancher:

"Socially Disadvantaged Farmer or Rancher: a farmer or rancher who has been subjected to racial or ethnic prejudices because of their identity as a member of a group without regard to their individual qualities. This term means a farmer or rancher who is a member of a socially disadvantaged group. Specifically, a group whose members have been subjected to racial or ethnic prejudice because of their identity as members of a group without regard to their individual qualities. Those groups include African Americans, American Indians or Alaskan natives, Hispanics, and Asians or Pacific Islanders."

The District seeks to support Women-Owned Farms, defined as those owned 51% or more by women-identifying farmers.

The District seeks to support small to mid-scale farms. The USDA classifies Small to Mid-size farms as those having a gross cash Farm Income (GCFI) of under $350,000 to $999,999. Small scale farms are defined as having a GCFI of under $350,000.

26. **CONTRACTING WITH SMALL BUSINESSES** - Per 2 CFR 200.321 the District will provide consideration for contracting with one or more proposers that falls under the definition of small business provided in the Health and Safety Code 80265: "Small business" means an independently owned and operated business, that is not dominant in its field of operation, that, together with affiliates, has 100 or fewer employees, and that has average annual gross receipts of ten million dollars ($10,000,000) or less over the past three years."

27. **CONTRACTING WITH MINORITY OWNED BUSINESS -** Per 2 CFR 200.321 the District will provide consideration for contracting with one or more proposers that are a minority or women owned business. 12 CFR 4.62 defines a minority or women owned business as "...at least 51 percent unconditionally-owned by one or more members of a minority group or by one or more women…"

28. **FUEL CHARGES** - No fuel surcharges will be accepted under this contract, and the addition of such charges shall not be permitted during the period of the term of this contract.

29. **MULTI-YEAR EXTENSIONS**: Subject to the provision of pricing-terms of contract, and under Education Code Section 17596, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal years, with the entire duration not to exceed two (2) years and ten (10) months. The district can exercise its rights to extend contracts per federal limits. The renewal is contingent upon competitive pricing and all terms and conditions of the original contract as authorized by 2 CFR 200.317. The extension may be granted on a year-by-year basis provided that the following conditions are being met:
    - The District has deemed the products and services of the proposer(s) satisfactory.
    - The Proposer(s) shall submit a list of the price increases for the next fiscal year (July 1- June 30) by the last business day in April. Price increase must not exceed the current year's West – Size Class B/C (2.5 million or less) Consumer Price Index with a maximum of 5% per contract term.
    - Such renewal will be made by notifying the vendor in writing thirty (30) days before the expiration of the contract.

30. **LIMITATIONS -** The District shall not be obligated to accept the lowest-priced

RFP but will be evaluating proposals to award to the responsible and responsive proposer(s). The District reserves the right in its absolute discretion to accept submissions, or any part of proposals, as deemed necessary for the District's best interest. The District may consider the proposer's performance concerning any recent contract(s) with other school districts. The District, however, reserves the right to reject proposals, to waive any informality or irregularities in the bids, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal deemed the best meeting all the criteria specified in the proposal and the best interest of the District.

31. **CALIFORNIA PUBLIC RECORDS ACT –** Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 7920.000 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Proposer that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Proposer agrees, by submission of its response for the District's consideration, to defend , indemnify, and hold harmless the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

32. **PROPOSAL PROTEST PROCEDURES**
    A. **Protest Procedures:** Any proposer may file a Protest. Only those proposers who have submitted a proposal on the project shall have the right to file a Protest. The District's Food and Nutrition Services Analyst will receive the protest in writing no later than 4:00 p.m. PST after the fifth (5^{th}) business day following the date that the notice of award has been sent. Untimely Protests will not be reviewed by the District and will be returned to the proposer. An e-mail address shall be provided. By filing the protest, the protesting proposer consents to receipt of email notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.
    B. **Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must have all facts, refer to the specific portion(s) of any document relied upon, and include copies of all documents referred to in the protest. Any grounds not explicitly outlined in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the proposer(s) whose proposal is being challenged under these procedures.
    C. **Resolution of Controversy**: Once the Protest is received, the affected proposer(s) will be notified of the protest and the evidence presented. If appropriate, the affected proposer(s) will be allowed to rebut the evidence and present evidence that the proposer(s) should be allowed to perform the Work. The District will issue a written decision within thirty- (30) business days of receipt of the Protest unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest but may do so at the option of the District or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by the District and will be copied to all parties involved.
    D. **Appeal:** If the protesting proposer or the affected proposer(s) is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent of Business Services, or their designee, within five (5) business days after receipt of the District's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and

be sent via overnight registered mail with all accompanying information relied upon for the appeal and an email from which questions and responses may be provided to:

San Luis Coastal Unified School District
Ryan Pinkerton, Assistant Superintendent Business Services
1500 Lizzie Street
San Luis Obispo, CA 93401

E. **Appeal Review and Finality**: The Assistant Superintendent of Business Services or their designee shall review the Decision on the Protest from the Child Nutrition Analyst and issue a written response to the Appeal, or if appropriate, appoint A Hearing Officer to conduct a hearing and issue a written decision. The Assistant Superintendent of Business Services or the Hearing Officer's written decision shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.

F. **Reservation of Rights to Proceed with Contract Pending Appeal**: The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

G. **Waiver:** The procedures and time limits outlined in this Protest procedure are mandatory and are the proposers' sole and exclusive remedy in the event of a Protest. The proposer's failure to comply with this or any Protest Procedure shall constitute a waiver of any right to pursue a Protest or in any way challenge the award, including but not limited to any challenge under the California Public Contract Code, filing a claim under to the California Government Code, or filing of any other legal proceedings.

33**. CERTIFICATIONS**:

A. The PROPOSER shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

B. The PROPOSER shall comply with all applicable standards, orders, or regulations issued, including:

   a. Section 306 of Clean Air Act (42 U.S.C. 1847(h)):
   b. Section 508 of the Clean Water Act (33 U.S.C. 1368);
   c. Executive Order 11738;
   d. Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15, et seq. Environment violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the PROPOSER agrees not to use a facility listed on the EPS's List of Violating Facilities

C. **Suspension and Debarment Certifications:** The USDA Certification Regarding Debarment must accompany this proposal and each **subsequent** additional one-year renewal (7 CFR Section 3017.510). Contract renewals must include this certification to be considered. To ensure that the SFA does not enter into a contract with a debarred or

suspended company or individual, each proposer must include a certification statement with each proposal on each contract. By signing the certification statement, the Proposer certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each Proposer to sign the attached certification statement and submit it with the proposal. Failure to comply with this requirement will cause your proposal to be disqualified and declared non-responsive.

D. **Lobbying**: The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7CFR Part 3018) must accompany this proposal and each additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration

E. **Energy Policy and Conservation Act:** The Proposer shall recognize mandatory standards and policies relating to energy efficiency contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

F. **Contract Work Hours and Safety Standards Act Compliance:** In the performance of this Contract, the PROPOSER shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

G. **The Certification Regarding the Iran Contracting Act**

H. **The Contractors Certification** - Regarding Drug-Free Workplace

I. **The Contractors Certification** - Alcoholic Beverages and Tobacco-Free Workplace

J. **The Contractors Certification** – Workers' Compensation

K. **Equal Opportunity**

PROPOSER _____

By: _____

Title: _____

Address:_____

Phone No: _____

EXHIBIT A TO GENERAL TERMS AND CONDITIONS

PROPOSED FORM OF AGREEMENT

DO NOT SUBMIT THIS FORM.

[PROPOSED] AGREEMENT FOR PRODUCE PRODUCTS

This Agreement for Produce Products ("Agreement" or "Contract") is made and entered into as of the____ day of_____, 20____by and between the San Luis Coastal Unified School District, ("District") and_____("Vendor" or "Contractor"), (together, "Parties").

RECITALS

A. On _____, 2024, the District issued Request for Proposals number #[RFP 01-2425] (the "Request for Proposals" or "RFP") soliciting proposals for produce vendor(s) who would provide certain produce products identified in the RFP.
B. Vendor submitted a proposal in response to the RFP ("Proposal") and was selected for award of this Contract for the following fresh produce items on the criteria set forth in the RFP:
   - *[Insert fresh produce items awarded]*

NOW, THEREFORE, the Parties agree as follows:

1. Recitals. The above recitals are true and correct.

2. Services. Vendor shall furnish and deliver Produce products as further described in the RFP and the Vendor's pricing list, which is attached hereto and incorporated herein by this reference as Exhibit A ("Produce") in the quantities designated in the applicable purchase order in accordance with the RFP and the sample furnished by the Vendor and accepted by the District (the "Services").

3. Non-Exclusivity. The District will not exclusively procure fresh produce from Vendor. The District expressly reserves the right to competitively purchase from other vendors. Examples of the District's other procurements include produce procured through USDA Department of Defense Fresh Fruit and Vegetable Program ("USDA DoD Fresh") and certain seasonal and/or local produce items the District procures through numerous small farms located in San Luis Obispo County when those items are available. The District makes no representation that it will solely purchase the produce items listed in Exhibit A from Vendor.

4. Term. Vendor shall commence providing services under this Agreement on September 1st, 2024, and will diligently perform as required and complete performance by June 30th, 2025, unless this Agreement is terminated and/or otherwise canceled prior to that time.

If mutually agreeable, the District reserves the right to renew the Agreement for up to two (2) 1- year terms, not to exceed two years and ten months total. Any 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.

5. 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 listed below.

_____	**Signed Agreement**
_____	**Insurance Certificates and Endorsements**
_____	**W-9 Form**
_____	**Other:** _____

6. Post-award Meeting. Prior to performing any work or providing any services specified on this Agreement, the Vendor may be required to meet with the Food Service team for the purpose of reviewing the products and services offered herein, determining milestones regarding the District's expectations, and to discuss any issues related to the execution of this Agreement.

7. Compensation. District agrees to pay Vendor according to the prices in their Proposal for Produce for all produce that is satisfactorily furnished and delivered pursuant to this Agreement. Subject to the power and authority of the District as provided by law in this Agreement, the District shall in all cases determine the quantity, quality, and acceptability of the services and products for which payment is to be made under this Agreement. The quantity shown in the Item List attached to the RFP is the estimate of consumption for the Agreement period. The District shall decide the questions that may arise relative to the fulfillment of the Agreement or the obligations of Vendor hereunder. The District shall have the right to issue purchase orders up to and including the last day of the Agreement period even though the time provided for delivery may extend beyond such period. In the event the District discovers through its contract monitoring process or formal auditing process, that material was priced incorrectly, Vendor agrees to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the noncompliance.

At no time during the Agreement period, September 1st, 2024, through June 30th, 2025, shall the prices charged to the District exceed the price quoted on the Proposal for the period of the bid. If pricing changes, the vendor shall give the District a 30-day written notice and documentation supporting the price change.

In the event an item awarded under this Agreement is discontinued, Vendor is required to notify the District Food Service Director or designee. Agreement items that are discontinued by their manufacturer during the term of the Agreement may be substituted with a same or similar item only if it is equal to or exceeds the specifications of the original item. Vendor must submit written documentation via email or hard copy from the manufacturer of discontinuation and a sample of the substituted item.

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

All shipments shall be made Free on Board ("FOB") destination, San Luis Obispo, California. FOB destination indicates that Vendor is responsible for shipment until it is tendered to the District. The District will not pay for shipping and handling, nor shall the District pay for any fuel surcharges that are not indicated herein. If the products are not received within the time specified for delivery, they will be received at the discretion of the District. Should it be necessary to refuse delivery of any product contained in Agreement, Vendor shall be responsible for the cost of retrieving the product in question.

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.

Vendor shall provide itemized invoices in duplicate to the name and address listed in Section 22. All applicable discounts shall be identified in the invoices. Invoices for purchases at the delivered price are not due and payable until delivery of product and do not constitute an obligation by the District until the month following the month for which charges accrue. 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 must provide two (2) copies of each delivery invoice. Vendor will inform the District of any special discounts for payment received within a 10-day period.

8. 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 only if all of the following conditions are met: the total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The price of such items shall be negotiated between the District and the Vendor and shall be subject to the terms and conditions of this Agreement.

9. Independent Contractor. Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's 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. In the performance of the work herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

10. Performance of Services.

10.1 Standard of Care. Vendor represents that Vendor has the qualifications and ability to furnish and deliver produce products 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 Contract, the District may upon written notice to the Vendor, cancel the Contract in its entirety or cancel or rescind on all items affected by such default. All packaging materials shall be FDA approved to meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

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

10.3 Inspection of Products Furnished. All items furnished shall be subject to inspection and rejection by the District for spoilage defects, or non-compliance with the specifications. For example, bad tasting or foul-smelling produce shall be replaced immediately. If a product is rejected at time of delivery, a credit is to be issued for the product. A notice of products failing to meet specifications may result in Agreement termination and District may make and enter into a new contract in accordance with law for furnishing such article or articles so agreed to be furnished. Vendor shall provide a "best served on" date or "use by date" for any pre-cut or processed products. Adequate use of time is requested, and Vendor shall follow appropriate procedures for First In, First Out ("FIFO") stock rotation system. Upon notification by the District, Vendor shall correct/resolve any shipping discrepancy no later than forty-eight (48) hours from the time of delivery to the ordering location, at no additional cost to the District.

10.4 Product Recalls. If a product recall is instituted on an item that has been furnished and delivered to the District, the Vendor must immediately notify the District Food Service Director with all pertinent information regarding the recall. The Vendor must provide one hundred percent (100%) traceability for all items affected by a recall.

10.5 Site Deliveries. Deliveries will be made pursuant to the following delivery schedule:

[Placeholder for agreed-to delivery schedule; e.g. delivery to only Laguna Middle School, delivery to three secondary sites, or delivery to all four sites]

10.6 Delivery Vehicle Conditions. All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection. All produce that is required to be delivered refrigerated shall be delivered in refrigerated trucks maintaining goods at forty-one (41) degrees Fahrenheit or less. Temperature logs must be provided as requested by the District.

10.7 Safety and Sanitation. All articles delivered under this Agreement must conform to the Safety Orders of the state of California, Division of Industrial Safety. The Vendor shall provide Material Safety Data Sheets ("MSDS") upon request by the District. 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 be in accordance with current United States Department of Agriculture ("USDA") guidelines and safe food handling practices. The District will only receive product that meets all food safety and sanitation requirements; therefore, the District may at any time:

a. Inspect delivery trucks for any signs of contamination;
b. Check all expiration and "best if used by" dates;
c. Use thermometers to check temperatures;
d. Accept product only at acceptable temperatures; or
e. Reject unacceptable items.

10.8 Safety and Security. 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. Vendor shall be held responsible for any breakage, loss of the District's equipment or supplies through negligence of the Vendor or Vendor's employee while working on the District's premises. Vendor shall be responsible for restoring/replacing any equipment, facilities, etc., so damaged. Vendor shall immediately report to the District any damages to the premises resulting from services performed under this Agreement.

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

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 for five (5) years thereafter. Vendor shall permit the District, its agents, 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.

12. Termination.

12.1 For Convenience by District. District may, at any time, with or without reason, terminate this Agreement by giving thirty (30) days' written notice to the Vendor. In the event of such termination for convenience, District shall 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 material violation of this Agreement by the Vendor; or

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

12.2.3 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 three (3) 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 three (3) calendar days cease and terminate. In the event of 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 service 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 expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12.3 Termination for Insufficient or Non-Appropriated Funds. Vendor hereby agrees and acknowledges that monies utilized by the District to purchase the items quoted is public money acquired by the District from public sources and is subject to variation. The District fully reserves the right to cancel this Agreement at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

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, Governing Board and members thereof, 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 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**	 **$1,000,000** **$2,000,000**
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 California 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. A Certificate of Insurance ("COI") must be provided with the bid packet. Certificates and insurance policies shall include the following:

14.2.1 A clause stating: "[t]his 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. Vendor shall not assign or subcontract the services or any part thereof, without the previous written consent of the District, nor shall Vendor assign, by power of attorney or otherwise, any of the money payable under this Agreement unless written consent of the District has been obtained. No right under this Agreement or claim

for any money due or to become due hereunder shall be assessed against the District or persons acting for the District, by reason of any so-called assignment of this Agreement or any part thereof, unless such assignment has been authorized by the written consent of the District. In case Vendor is permitted to assign monies due or to become due under this Agreement, the instrument of assignment shall contain a clause subordinating the claim of materials supplied for the performance of the work.

16. Compliance with Laws. Vendor shall observe and comply with all rules, policies, and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances, and regulations. Vendor shall give all notices required by any law, ordinance, rule, and regulation bearing on providing produce product as indicated or specified. If Vendor performs any work 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. Vendors agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Vendor will indemnify, defend, and hold the District harmless for any failure to so conform.

17. Anti-Discrimination. In accordance with Federal civil rights law and USDA civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by:

Mail:

U.S. Department of Agriculture
Director, Center for Civil Rights Enforcement
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

Fax: (202) 690-7442

Email: program.intake@usda.gov.

In addition to the above, it is the policy of District that in connection with all work performed under contract with District there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; 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 sections 1735 and 1777.6 and District policy. In addition, Vendor

agrees to require like compliance by all its subcontractor(s). Vendor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

18. Fingerprinting of Employees. Vendor shall submit a fully executed "Fingerprinting Notice and Acknowledgment " in compliance with Education Code section 45125.1.

19. 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.

20. 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.

21. 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.

22. 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, addressed as follows:

District:	**Vendor:**
San Luis Coastal Unified School District	[NAME]
Food & Nutrition Services	_____
1500 Lizzie Street	
San Luis Obispo, CA 93401	_____, CA _____
e-mail : rpinkerton@slcusd.org	e-mail:
	_____
ATTN: Assistant Superintendent, Business Services	ATTN: _____

23. Integration/Entire Agreement of Parties. This Agreement and RFP constitute the entire agreement between the Parties and supersede all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. In the event of a conflict between this Agreement and the RFP, this Agreement shall control.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, thenach 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.

34. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

35. Environmental Protection Agency Compliance. In performance of this contract, the Vendor and District shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act

(42 U.S.C. sections 7401-7671) and the Federal Water Pollution Control Act as amended (33 U.S.C. sections 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA"). [2 C.F.R. section 200, Appendix II, section (G)]

36. Debarment and Suspension (Executive Orders 12549 and 12689). Through its execution of this Agreement, Vendor 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 according to Federal Acquisition Regulation subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).

37. Byrd Anti-Lobbying Amendment. Vendor certifies that it has submitted the Certification Regarding Lobbying that is attached to the Agreement.

38. Buy American. Vendor agrees to comply with California Public Contract Code section 3410 and 7 C.F.R. section 210.21, subdivision (d) and a preference to U.S. Grown processed foods, produce, etc. shall be provided when economically feasible. Fifty one percent (51%) of the final processed end product must consist of agricultural commodities that were grown domestically.

39. Energy Policy and Conservation Act Compliance. In performance of this contract, the Vendor and District shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

40. Conflict of Interest.

40.1 Vendor shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. Vendor shall not hire any officer or employee of District to provide any supply or material by this Agreement without the prior approval of District Human Resources.

40.2 Vendor affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Vendor's family, business or financial interest and the supplies/materials provided under this Agreement, and in the event of change in either private interest or supplies/materials under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing.

40.3 Through its execution of this Agreement, Vendor acknowledges that it is familiar with the provisions of Government Code sections 1090 et seq. and sections 87100 et seq. and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Vendor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Vendor agrees it shall notify District in writing.

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

[Signatures to be inserted on final agreement]

[Exhibit A to be inserted to final Agreement with list of awarded fresh produce items]

SERVICE LEVEL AGREEMENT FRESH PRODUCE

[SUBMIT WITH PROPOSAL]

Below are the service expectations from the successful proposer(s) upon receiving the award for this RFP. The successful proposer(s) must understand and agree to the following service levels to enter into an agreement with San Luis Coastal Unified School District. The proposer(s) must know that the District's Fresh Produce RFP includes not only the purchase of products; but also service and delivery expectations that must be agreed to before entering into this agreement. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of a lack of such examination, inquiry, or knowledge.

General Instructions: RFPs are requested for furnishing fresh produce for the period of ten (10) months and the possibility of two (2), one (1) year extensions. This RFP will be for contracting from *September 1, 2024 - June 30, 2025, with annual extensions for the fiscal year July 1 - June 30, if granted.*

1. Failure to meet these specifications shall entitle the District to cancel the contract with a 30-day notice.
2. All fresh produce and products specified will be purchased from the successful proposer(s)(s) selected. Due to school demand, the District reserves the right to add or remove products as necessary. The price of such items shall be negotiated between the District and the Distributor using a similar markup percentage as all other existing/awarded products on the price request and shall be subject to the terms and conditions of this Agreement.
3. Unless otherwise specified, all products must follow the specifications indicated. All products must be fresh and U.S. Grade 1 or better. All processed fruits and vegetables must be sealed in airtight packaging. In the event of product quality failure, including but not limited to off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture, evidence of freezing, or otherwise unusable product factors, provisions must be made for pick up, exchange and issuance of appropriate credit. Additionally, products will be delivered free of infestation, including but not limited to larvae and rodent droppings.
4. Cases and packages shall be constructed to ensure safe and sanitary transportation to the point of delivery. All packaging materials shall be FDA-approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected, returned for credit, or immediate replacement, at no cost to the District for a product, freight, or re-delivery.
5. In the interest of serving the highest quality of produce to students, the District requests that the Distributor provide a "Best Served On" date listed on the package for all cut produce purchased. This "Best Served On" date will assist menu planners in placing produce on optimal days of the week to maximize produce freshness. The Distributor shall follow appropriate procedures for the first in, first out (FIFO) stock rotation system.

   The Distributor agrees to permit inspection of the delivered items by a representative of the District's Food and Nutrition Services Department with the right to reject inferior merchandise. The District's decision shall be final, and credits must be provided upon request. All perishable products must be delivered by refrigerated trucks whereby the temperature of all products is continuously held and received by the district between 35° and 38° Fahrenheit.
6. HACCP PLAN or FOOD SECURITY AND SAFETY PROGRAM – The Distributor shall follow appropriate handling and storage practices: including providing proof of established sanitation procedures and an active pest control program to ensure proper information. A copy of the proposer's Hazard Analysis Critical Control Point (HACCP) system or Food Safety and Security Program must be submitted with this proposal. Distributors shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, the Distributor shall ensure that all products received under this contract shall be prepared, handled, and stored per the health and sanitation standards for the County

of San Luis Obispo or the local/city/county agency in which the product was produced, State of California, and Federal Government, whichever is higher. In case of a product contamination issue, Distributor shall provide traceback capabilities for all products to the point of origin. Evidence of such procedures should be submitted with the proposal (HACCP Plan or Food Security and Safety Program including Pest Control Policy and Recall Procedures).

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

7. PRODUCER FOOD SAFETY PROGRAM – Upon award, Proposer must provide proof of food safety plans for all producers supplying the District. Third Party Good Agricultural Practices (GAP) Certification is preferred, however, if producers cannot provide a Third Party GAP Certification, they must provide a completed Checklist for Purchasing of Local Fresh Produce before supplying the District. The successful proposer will be responsible for providing any support needed for the producer to fill out the Checklist.
8. In the event deliveries are not made, which results in loss of reimbursement funds for the District's meal programs, upon satisfactory agreement between the awarded proposer and the District, the District will deduct the total lost reimbursement from the supplier's current invoices. The distributor must guarantee a 90% fill rate for all District orders.
9. Quarterly, the successful proposer shall submit a complete listing with usages of all products purchased by the District.
10. All products delivered during the period covered by this proposal shall be only the exact products as requested by the District; substitutions will only be allowed if given prior approval by the District. Suppose the desired product is unavailable for any reason. In that case, the District shall be notified at least two days in advance, and the District shall be given options for a product of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the District's sole discretion.
    Products will not be represented as being in conformance with the specification when such is not the case. Products are on a menu based upon precise nutritional analysis, and a copy of that analysis is on file at the District. The Distributor must provide the specified product or an acceptable substitute, as determined by the District. If, because of failure to deliver the selected product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the District for the total value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days upon written request by the District.
11. Email all invoices and statements to Veronica Presedo-Floyd and Anne Wilson, District's Food and Nutrition Services Department, at vpresedofloyd@slcusd.org and awilson@slcusd.org . Statements are requested in an .pdf format.
12. If a product recall is instituted on an item delivered, the distributor will notify the District within 24 hours. The Distributor will be responsible for all costs associated with the replacement product, shipping charges, and produce credit. Suppose at any time it is determined that the health and safety of the District's customers are affected by the usage of this product. In that case, the Distributor and Distributor processor must and will assume full liability.
13. No overnight "dark" drops. Deliveries must be signed for, and all products must be delivered directly to each kitchen. There is no delivery on school holidays, Saturdays, or Sundays. (Upon award Food and Nutrition Services will provide the proposer with school vacation and holiday schedules).
14. The District's kitchens are not equipped with a loading dock. Deliveries must be unloaded by the delivery driver and placed into the designated walk-in cooler by the delivery driver. It is advised that all orders be made utilizing a delivery truck equipped with a lift gate.
15. A duplicate of the signed invoice ticket shall be left at each location at the delivery time. An itemized monthly statement showing each delivery location must be sent to the District's Food and Nutrition Services Department. Quantities, item descriptions, unit prices, and extended amounts must be shown on each invoice; this shall apply to all credits. The person receiving it shall sign invoices and credits. A separate delivery ticket, invoice, and statements will be provided for the Breakfast/Lunch Programs and

Supper Program.

16. Any information regarding shorted items/orders must be forwarded directly to Food and Nutrition Services before delivery at the following phone number: (805) 549-1234, Anne Wilson.
17. Any issues/changes on deliveries or other emergency communications shall be reported directly to the Food and Nutrition Services Department by the proposer's authorized representative. Contact must be made directly through phone call or email to: Anne Wilson, awilson@slcusd.org

Ordering/Delivery

The selected proposer(s) will collaborate with the District over the term of the contract(s) resulting from this RFP to procure and deliver fresh produce to the District's sites listed below. The District will consider proposals for: (a) delivery to only Laguna Middle School; (b) delivery to the other three delivery sites (Los Osos Middle School, Morro Bay High School, and San Luis Obispo High School; or (c) delivery to all four sites, as described below:

SLCUSD DELIVERY INFORMATION

Address	Delivery Times	Preferred Delivery Days	Number of Deliveries Per Week
Laguna Middle School 11050 Los Osos Valley Road San Luis Obispo, CA 93405 Food Service Phone: (805) 588-3983	7am - 1pm	M-F (Typically Monday and Thursday)	1-2
Los Osos Middle School 1555 El Moro Ave Los Osos, CA 93402 Food Service Phone: (805) 806-0096	7am - 1pm	M-F (Typically Monday and Thursday)	1-2
Morro Bay High School 235 Atascadero Rd Morro Bay, CA 93442 Food Service Phone: (805) 305-0604	7:30am - 1pm	M-F (Typically Monday and Thursday)	1-2
San Luis Obispo High School 1499 San Luis Dr San Luis Obispo, CA 93401 Food Service Phone: 805-345-6630	7:30am - 1pm	M-F (Typically Monday and Thursday)	1-2

The District reserves the right to designate an alternate delivery location if the designated site cannot receive deliveries for any reason. The District also reserves the right to revise the delivery times as required. Additional product and service requirements are outlined within the RFP.

By signing below, you agree to provide the above level of service to San Luis Coastal Unified School District.

_____
Company Name (Print or Type)

_____ _____
Authorized Company Representative Signature Date

Print Name: _____

SPECIAL CONDITIONS AND INSTRUCTIONS

[SUBMIT WITH PROPOSAL]

Proposer Name: _____

San Luis Coastal Unified School District requests RFPs for Fresh produce. The District comprises 15 schools with an average enrollment of 7600 students. **This is a ten (10) month RFP with a possibility of an additional two (2) one(1) year extensions. Award of this RFP will be made to a single or multiple responsive and responsible proposer who meets the terms and conditions of the RFP. The district reserves the right to competitively purchase from other vendors for some or all of the items indicated on the Itemized Produce List.**

Quantities are for ten (10) months, from September 1st, 2024 through June 30, 2025. This quantity is for information only and is not guaranteed.

1. Submit proposals for site deliveries. See Itemized Produce List, Attachment 19, to be submitted with RFP.
2. Submitted pricing must be extended to at most four (4) decimal points.
3. Pre-cut processed fruit and vegetables and whole fruits and vegetables shall be on a guaranteed price, as specified in the Itemized Produce List, for either the year from September 1, 2024 through June 30, 2025 OR for the specified month requested within that time period, with price adjustments made only for Acts of God/Force Majeure for fixed price items. The successful proposer shall notify the District in advance so that the District may elect to order a cost-effective substitution. Propose pricing on each item separately.
4. Products must adhere to the District's produce specifications as noted – all U.S. No.1 or better grade quality. Price guaranteed except for Acts of God/Force Majeure.
5. All products must be grown in the USA with extra points given for grown in California produce.
6. No delivery during school holidays and vacations or Saturday and Sunday. (Upon award, Food and Nutrition Services will provide the proposer with school vacation and holiday schedules.)
7. All deliveries are to be placed, dropped/stored in the designated storage area at each school location during staff working hours- no overnight "dark" drops.
8. The kitchen supervisor or designee must verify all invoices. Requiring separate billing/statements and invoices for all produce orders for Supper Program and Breakfast/Lunch Programs.
9. Credits for sub-standard products. (Exception – no credit to the department for damaged or out-of-code products due to the fault of the customer, i.e., customer's refrigeration failure)
10. Delivery schedule to be pre-scheduled to coincide with school needs and existing route flow for the proposer's best reduction of expenses, mileage, and time.
11. The District reserves the right to add or remove other products as may be needed throughout the term of this contract. The District may add or remove sites as necessary and in no way will this change affect or make void the Contract.

Company Name (Print or Type) **Authorized Company Representative Signature**

REQUEST FOR PROPOSAL SIGNATURE PAGE - Attachment "2"
[SUBMIT WITH PROPOSAL]

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

EVALUATION CRITERIA - Attachment "3"
[SUBMIT WITH PROPOSAL]

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced Seasonal and/or Standard proposal. 80% of Max Points: Second lowest-priced Seasonal and/or Standard proposal. 60% of Max Points: Third lowest-priced Seasonal and/or Standard proposal.	Itemized Produce List	20
Traceability	100% of Max Points: Proposer has a system in place for tracking and labeling locally grown produce and has a process and can provide farm and/or brand name and location on invoices. Can currently produce reports to show % of local products provided, including farm name and origin. 80% of Max Points: Proposer has a system in place for tracking and labeling locally grown produce and has a process for showing documentation of product sourcing. Can currently produce reports to show % of local products provided. 0% Points: Cannot produce reporting/tracking mechanisms.	Responses to Questions Labeled "Traceability - " in Proposer Questionnaire	10
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Proposer Questionnaire	15
Minimum Delivery Amount	100% of Max Points: Lowest minimum delivery amount. 50% of Max Points: Second lowest minimum delivery amount. 0 Points: Not the lowest minimum delivery amount.	- Responses to Questions Labeled "Minimum Delivery Amount - " in Proposer Questionnaire	10
Local Geographic Preference	100% of max points: Most produce by total value grown within 150 miles of the district. 75% of max points: Most produce by total value grown within 300 miles of the district	Local Distance Column in the Item List	15

	50% of max points: Most produce by total value grown within the state of California		
Supporting Socially Disadvantaged Farmers or Ranchers	100% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers. 50% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers OR plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers. 0%: Do not have processes in place for collecting optional self-identification of producers as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers.	Responses to Questions Labeled “Supporting SDFRs -” in Proposer Questionnaire	5
Contracting with Small Businesses	100% of Max Points points: Qualifies as a small business. 0% of Max Points: Does not qualify as a small business	Responses to Questions Labeled “Contracting with Small Businesses” in Proposer Questionnaire	5
Contracting with Minority-Owned Businesses	100% of Max Points: Majority business ownership by individuals who identify as women or minority (African American, Native American (i.e., American Indian, Eskimo, Aleut and Native Hawaiian), Hispanic American, Asian-Pacific American, or Subcontinent-Asian American.). 0% of Max Points: Majority business ownership not by individuals who identify as women or minority.	Responses to Questions Labeled “Contracting Minority Owned Businesses” in Proposer Questionnaire	5
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references & proposer questionnaire that show: ● Prompt responses and satisfactory resolution to requests for information and complaints & issues ● Courtesy and responsiveness to all district personnel at all times ● Ready access to decision-making executives and assigned point of contact. ● Ability to meet sourcing goals ● Fully staffed delivery driver support. ● Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products.	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Proposer Questionnaire - Reputation and Past Experience	15

	0 Points: References and/or proposer questionnaire demonstrate poor performance or inability to meet criteria described above.		
Technology and Reports	100% of Max Points: Availability of online ordering with online system or email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements. 0 Points: Unable to provide e-mail or online ordering.	Responses to Questions Labeled "Ordering Systems and Reports - " in Proposer Questionnaire	5
Safety Records and Controls	100% of Max Points: Proposer can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: ● Proposer's staff are properly and regularly trained in current safety procedures, ● Proposer's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. ● The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. ● If needed, Proposer's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. ● Proposer can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.	- HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Proposer Questionnaire	5
Food and Nutrition Education	Proposer will receive 100% of Max Points for all of the following, 80% of Max Points for four of the following, 60% of Max Points for three of the following, 40% of Max Points for two of the following, 20% of Max Points for one of the following, and 0 points for none of the following: - Provide farm specific promotional materials - Farm Tours for Nutrition Services - Farm Tours for students - Farm visit to school/classroom - Provide nutrition education materials - Provide Training & Technical Assistance to school garden/farm	Responses to Questions Labeled "Food and Nutrition Education - " in Proposer Questionnaire	5

Proposer Consultation	100% of Max Points: Proposer's staff will be available for consultation to district staff about seasonal sourcing strategies and menu planning ideas that may deliver the best value to the school district for a minimum of 2 hours per month. 0 Points: Proposer(s) is unable to provide consultation for a minimum of 2 hours per month.	Responses to Questions Labeled "Proposer Consultation - " in Proposer Questionnaire.	5
Small and Mid-Scale Farms	100% of Max Points: proposer(s) is able to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district. 0% of Max Points: proposer(s) is unable to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district.	-Responses to Questions Labeled “Small and Mid-Scale Farms” -Accompanying Documentation	5
TOTAL POINTS:			**125**

By signing this, I acknowledge that I have reviewed SLCUSD’s evaluation criteria.

Name of Proposer (Person, Firm, or Corporation):_____

Signature of Proposer’s Authorized Representative:_____

Date of Signing:_____

PROPOSER QUESTIONNAIRE - Attachment "4"

[SUBMIT WITH PROPOSAL]

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

1. Traceability - What systems and processes do you have in place for tracking and labeling locally grown produce? Please describe current reporting/tracking mechanisms below.

2. Traceability - Can you provide farm and/or brand name and location for all products on all invoices?
   - Yes
   - No

   If you selected yes, please include an attached example with your proposal.

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

3. Traceability - Can you currently produce reports to show the percent of local products that (check one):
   - include farm name and origin?
   - include percent local purchasing, but not farm name and origin
   - We cannot produce reports that show farm name, origin, or percent local purchasing

4. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
   - Yes
   - No

   If No, attach the proposed delivery schedule.

5. Delivery Specifications – Are you able and committed to delivering directly to all sites listed?

6. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program (unscored).

7. Delivery Specifications - Specify the lead time required for orders to ensure a 90% fill rate (unscored).

8. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)

   Delivery Specifications - Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage. (unscored)

9. Minimum Delivery Amount - Do you require a minimum number of cases or dollar amount for delivery?
   - Yes
   - No

   If Yes, please indicate what your minimum is.

10. Local Geographic Preference - Describe your procedure for communicating an item's point of origin to school district personnel.

11. Local Geographic Preference - Can you provide a weekly list of available local produce as defined in the proposal to the District via email or posted online? Please describe your company's ability to provide the District with locally grown, source-identified produce.

12. Supporting SDFRs: Do you currently have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers.

13. Contracting with Small Businesses: Does your business meet the criteria of a small business as defined in CA Health and Safety Code Section 80265: *"Small business" means an independently owned and operated business, that is not dominant in its field of operation, that, together with affiliates, has 100 or fewer employees, and that has average annual gross receipts of ten million dollars ($10,000,000) or less over the past three years…"*?
    - Yes
    - No

14. Contracting with Minority-Owned Businesses - per 2 CFR 200.321: Does the majority (51% or more) of your business ownership identify as women or minority (where minority is defined as African American, Native American (i.e., American Indian, Eskimo, Aleut and Native Hawaiian), Hispanic American, Asian-Pacific American, or Subcontinent-Asian American) individual(s)?
    - Yes
    - No

15. Technology and Reports - Can orders be placed online or by e-mail?
    - Yes
    - No

    Please describe the ordering procedure.

16. Technology and Reports - Please check off the reports that you make available to your customers:
    - market reports
    - velocity reports
    - monthly statements
    - weekly price lists

17. Service Reliability and Past Performance - Please describe how you will communicate ongoing produce market updates and information regarding produce availability to identify best priced seasonal products.

18. Service Reliability and Past Performance - Specify the lead time required for orders to ensure a 90% fill rate (unscored).

19. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
    - Yes
    - No

20. Service Reliability and Past Performance - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored)
    - Yes
    - No

21. Service Reliability and Past Performance - How many years has your company been in the Fresh Fruit and Produce distribution business?

22. Service Reliability and Past Performance - How many years has your company distributed to K-12 schools?

23. Service Reliability and Past Performance - How would you describe your company's financial stability?

24. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a local educational agency(ies) during the school year within the last 24 months? If so, explain.

25. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?

26. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?

27. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?

28. Service Reliability and Past Performance - Can you meet all aspects of the Service Level Agreement as described in this RFP?

29. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?

30. Safety Record and Controls - Can you provide a Third Party Good Agricultural Practices (GAP) Certification OR a completed food safety Checklist for Purchasing of Local Fresh Produce for all farmers supplying the District before supply begins? (required, unscored)
    - Yes
    - No

31. Food and Nutrition Education - Has your company previously provided a district with farm or facility tours, classroom or school visits, promotional materials, and/or training and technical assistance? If so, please describe below.

32. Proposer Consultation - Has your company previously consulted district food service staff on sourcing strategies, menu planning, or other needs? If so, please describe below.

33. Proposer Consultation - Will your company be able to provide consultation for a minimum of 2 hours per month.

34. **Small and Mid-Scale Farms** - Can you provide invoices demonstrating that you have supplied from a small- to mid-scale farm in the past school year to a school district. If you select yes, please provide invoices with your proposal.
    a. Yes
    b. No

35. **Delivery Locations - (unscored)** Will you be able to make deliveries to
    a. All of the sites listed in the delivery sites table on pages 8-9 of the RFP
    b. Only to the Laguna Middle School Kitchen at 11050 Los Osos Valley Road, San Luis Obispo, CA 93405

In accordance with the contract documents, the undersigned propose to supply all of the product and perform all work specified in the contract documents in accordance with the proposal.

Name of Proposer (Person, Firm, or Corporation):_____

Signature of Proposer's Authorized Representative:_____

Date of Signing:_____

Print Name & Title of Authorized Representative: _____

Phone Number:_____

Email:_____

REFERENCES - Attachment "5"

[SUBMIT WITH PROPOSAL]

Please submit three (3) current school district references from school districts in San Luis Obispo County and surrounding areas for contracts you have completed in the last three years that are of similar scope and complexity. An unresponsive reference will **not** be considered a valid Reference. The Proposer or proposers are expected to exercise due diligence to ensure the References listed will be responsive to communications from the District. The District will not be limited to contacting these references and reserves the right to seek out and contact references outside of those provided by the proposer(s). Where past experience is relevant, the District may also utilize its own staff for references.

Reference # 1

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

Reference #2

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

Reference #3

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

NON-COLLUSION DECLARATION - Attachment "6"

[SUBMIT WITH PROPOSAL]

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

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

Name of Proposer (Person, Firm, or Corporation)
Signature of Proposer's Authorized Representative
Print Name & Title of Authorized Representative
Date of Signing

PROPOSER'S STATEMENT REGARDING INSURANCE COVERAGE - Attachment "7"
[SUBMIT WITH PROPOSAL]

Proposer HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the San Luis Coastal Unified School District as Additional Insured for the work specified.

_____
Name of Proposer (Person, Firm, or Corporation)

_____
Signature of Proposer's Authorized Representative

_____
Name & Title of Authorized Representative

_____
Date of Signing

WORKERS' COMPENSATION CERTIFICATE - Attachment "8"

[SUBMIT WITH PROPOSAL]

Labor Code §3700 in relevant part provides:

> "Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance to the State.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self- insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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

Name of DISTRIBUTOR (Person, Firm, or Corporation)
Signature of DISTRIBUTOR's Authorized Representative
Print Name & Title of Authorized Representative
Date of Signing

In accordance with Article 5 (commencing at §1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any w

DRUG-FREE WORKPLACE CERTIFICATION - Attachment "9"

[SUBMIT WITH PROPOSAL]

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;

2) Establishing a drug-free awareness program to inform employees about all of the following:

   a) The dangers of drug abuse in the workplace;

   b) The person's or organization's policy of maintaining a drug-free workplace;

   c) The availability of drug counseling, rehabilitation and employee-assistance programs; and

   d) The penalties that may be imposed upon employees for drug abuse violations;

3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

.

DATE: _____ _____

CONTRACTOR

By: _____

Signature

EQUAL OPPORTUNITY EMPLOYMENT - Attachment "10"

[SUBMIT WITH PROPOSAL]

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

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

CERTIFICATE

I/We hereby certify that the _____

_____(Company)

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

DATE: _____ _____
CONTRACTOR

By: _____

FINGERPRINT NOTICE AND ACKNOWLEDGEMENT/CERTIFICATION - Attachment "11"
(Education Code Section 45125.1)
[SUBMIT WITH PROPOSAL]

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in ***Attachment A*** to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in ***Attachment B*** to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as _____ *[insert "owner" or officer title]* of _____ *[insert name of proposer/business entity]* , have read the foregoing and agree that _____ _____ *[insert name of proposer/business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above, if awarded this RFP.

Dated: _____

Name: _____

Signature: _____

Title: _____

ATTACHMENT A
Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B
Form for Certification of Lack of Felony Convictions
[SUBMIT WITH PROPOSAL]

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: _____
Date of Entity's Contract with District: _____
Scope of Entity's Contract with District: _____

I, _____ *[insert name]* , am the _____ *[insert "owner" or officer title]* for

_____ *[insert name of business entity]* ("Entity"), which entered a contract on

_____, 20__, with the District for _____.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: _____, 20__

Signature: _____

Typed Name: _____

Title: _____

Entity: _____

CERTIFICATION AND DISCLOSURE STATEMENTS - Attachment "12"

[SUBMIT WITH PROPOSAL]

Following is an explanation of the submission requirements of the ***Suspension and Debarment Certification Statement*** and the ***Certification Regarding Lobbying*** by School Food Authorities (SFA) and Food Service Management/Consulting Companies.

Beginning with the 1998/99 school year, instructions to comply with procurement requirements by completion of these certifications will be included in the annual renewal of School Nutrition Programs.

The applicability of this information begins with the 1998/99 school year and is for SFAs that meet <u>one</u> of the following criteria:

- The SFA's estimated annual federal child nutrition reimbursement will exceed $100,000
- The SFA's annual contract with a vendor exceeds $100,000.
- The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds $100,000.

Suspension and Debarment Certification

This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds $100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed $100,000. In these instances, the SFA must obtain a completed ***Suspension and Debarment Certification*** from either the potential vendor or existing contractor before any transactions can occur between the sponsor and the vendor or contractor (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that the vendor or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While *this certification is required for all contracts in excess of $100,000*, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. **Do not submit the certification to the California Department of Education.**

Certification Regarding Lobbying

SFAs that receive in excess of $100,000 in annual federal meal reimbursement **must** annually complete and **submit** this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education, Child Nutrition and Food Distribution Division.

In addition, when SFAs put out bids for goods and services or renew/extend existing contracts that exceed the$100,000 threshold, they are required to obtain a completed ***Certification Regarding Lobbying*** from either the potential vendors and/or existing contractors before any transactions can occur between the SFA and the vendor contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted to the CDE.

Also enclosed is the **Disclosure of Lobbying Activities** form. This is required to be completed if the potential or existing contractor, using other than federal funds, has paid or will pay for lobbying activities in connection with the school nutrition program agreement (Item 2 of the ***Certification Regarding Lobbying*** statement).

Applicable to Both Certification Statements

- Federal law prohibits SFAs from circumventing the $100,000 threshold by entering into multiple contracts; each of which do not equal or exceed $100,000, but the aggregate amount of all the contracts will equal or exceed $100,000.

- Vendors must submit completed certifications to the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive,

and the contract renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.

SFAs with Food Service Management or Consulting Contracts

SFAs utilizing food service management or consulting companies **must** include both certification statements in all Requests for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management or consulting company must annually sign and submit to the SFA both the ***Suspension and Debarment Certification*** and the ***Certification Regarding Lobbying***. If receiving more than $100,000 in federal reimbursement, the SFA is required to sign and submit the ***Certification Regarding Lobbying*** to the CDE, CNFDD.

Summary

- ***Suspension and Debarment Certification***

1. The SFA must include this certification in all RFPs that result in an annual contract in excess of $100,000.

2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds $100,000 annually in federal funds.

3. The SFA retains certification signed by the contractor with executed contract and maintains it on file.

- ***Certification Regarding Lobbying***

1. SFAs receiving in excess of $100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.

2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of $100,000 in federal funds. **Retain** the certifications with bid documents.

3. The **Disclosure of Lobbying Activities** form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item2 of ***Certification Regarding Lobbying***.)

SUSPENSION AND DEBARMENT CERTIFICATION - Attachment "13"

[SUBMIT WITH PROPOSAL]

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

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

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

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON THE FOLLOWING PAGE)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of School Food Authority _____ Agreement Number _____

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name _____ Title _____

Signature _____ Date _____

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

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at $100,000) is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING - Attachment "14"

[SUBMIT WITH PROPOSAL]

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The *undersigned shall require* that the language of this certification be included in the award documents for all covered sub awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

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

OR

Name of Food Service Management or Food Service Consulting Company:		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

California Department of Education School Nutrition Programs Unit
Child Nutrition and Food Distribution Division April 1998 Approved by OMB 0348-0046

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

<table>
<tr><td>1.Type of Federal Action:

a. Contract
b. Grant
c. Cooperative Agreement
d. Loan
e. Loan Guarantee
f. Loan Insurance</td><td colspan="2">2. Status of Federal Action:

a. Bid/offer/application
b. Initial award
c. Post-award</td><td>3. Report Type:

a. Initial filing
b. Material change
FOR MATERIAL CHANGE

ONLY: Year: _____ Quarter: __</td></tr>
<tr><td colspan="2">4. Name and Address of Reporting Entity:

Prime Subawardee
Tier _____, if known

Congressional District, if known:</td><td colspan="2">5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known:</td></tr>
<tr><td colspan="2">6. Federal Department/Agency:</td><td colspan="2">7. Federal Program Name/Description:

CFDA Number, if applicable:</td></tr>
<tr><td colspan="2">8. Federal Action Number, if known:</td><td colspan="2">9. Award Amount, if known:
$</td></tr>
<tr><td colspan="2">10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</td><td colspan="2">10. b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI):</td></tr>
</table>

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**

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in 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; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.

10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).

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

According to 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 ins OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT - Attachment "15"

[SUBMIT WITH PROPOSAL]

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

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

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Proposer or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the Proposer or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Proposer or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Proposer Name/Financial Institution (printed)	BTRC (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	
Date Executed	City Approval (Signature) (Print Name)

CONTRACTOR'S CERTIFICATE REGARDING

ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY - Attachment "16"

[SUBMIT WITH PROPOSAL]

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

DATE: _____ _____
CONTRACTOR

By: _____ Signature: _____

CLEAN AIR AND WATER CERTIFICATION - Attachment "17"

[SUBMIT WITH PROPOSAL]

Applicable if the contract exceeds $100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed $100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt.

_____

Name of Proposer Company

THE PROPOSER AGREES AS FOLLOWS:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.
B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

_____	_____	_____
Authorized Representative	Title	Date

BUY AMERICAN CERTIFICATION FORM - Attachment "18"
[SUBMIT WITH PROPOSAL]

San Luis Coastal Unified School District is to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

San Luis Coastal Unified School District must be notified in writing at least 10 days prior to delivering a nondomestic agricultural commodity or product and request prior approval. The written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:

a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quantity; and/or

b) Why competitive bids reveal the cost of the domestic product is significantly higher than the nondomestic product

I/we _____, certify that only domestic commodity or food/beverage products will be supplied to San Luis Coastal Unified School District unless otherwise mutually agreed upon and pre-approved by San Luis Coastal Unified School District .

_____

Signature Date

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.

San Luis Coastal Unified School District will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between San Luis Coastal Unified School District and the proposer and documented.

ITEMIZED PRODUCE LIST – Attachment "19"

COMPLETED EXCEL SPREADSHEET TO BE SUBMITTED WITH PROPOSAL

This attachment is provided as a separate spreadsheet that must be downloaded, completed, and submitted in Microsoft Excel and PDF format with the response to this RFP. **Please click here to download and complete.**

Instructions for Completing Itemized Produce List:

1. Download spreadsheet.
2. If proposing delivery to Laguna Middle School, complete "**TAB A**."
3. If proposing delivery to secondary delivery sites (Los Osos Middle School, Morro Bay High School, and San Luis Obispo High School), complete "**TAB B**."
4. If proposing delivery to all four sites, complete both "**TAB A**" and "**TAB B**."
5. Proposals can be made for standard items, seasonal items, or both.
6. If proposal is for one or more seasonal items, seasonal items must include pricing for each month the product is available.
7. Proposer does not need to submit pricing for all items.
8. Proposer may provide pricing for additional offerings not listed.

END OF RFP