



**Request for Proposal #CNS-02-26
Fresh Produce (Fruits & Vegetables)
Products & Services
Child Nutrition Services**

Date	Event
March 31, 2015 & April 7, 2025	Release and advertisement of RFP #CNS-02-26
April 14, 2025	Deadline for submission of written questions to District concerning RFP #CNS-02-26
April 21, 2025 by 2:00 P.M.	Deadline for all submissions in response to RFP #CNS-02-26
May 22, 2025	Estimated date of approval by the Board of Trustees.
May 26, 2022	Estimated date of RFP Award Notification(s) sent out.

Deliver to: San Mateo-Foster City School District
Child Nutrition Services
1170 Chess Drive
Foster City, CA 94404

Contact: Child Nutrition Services
Fran Debost, Director
Office: 650-312-1968; Fax: 650-655-3391
fdebost@smfcsd.net

NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Trustees for the San Mateo-Foster City School District (SMFCSD), Foster City, CA (San Mateo County), will receive Request for Proposal Number CNS-02-26 for the procurement of the following:

Fresh Produce – Fruits and Vegetables

Sealed proposals must be delivered no later than **2:00 PM Pacific Time, April 21, 2025** to: San Mateo-Foster City School District, Attn.: Child Nutrition Services, 1170 Chess Drive, Foster City, CA 94404.

Companies interested in proposing should request appropriate documents from Fran Debost at the address listed above, email at fdebost@smfcsd.net. The San Mateo-Foster City School District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service. All proposals are due at the Child Nutrition Services office by the posted or advertised closing date and time. It is the vendor's responsibility to ensure that their proposal is delivered to the location listed.

All bidders will be responsible for obtaining any addendums or revisions to the project. Questions or comments regarding this RFP must be put in writing and received by the San Mateo-Foster City School District no later than 2:00 PM, on April 14, 2025. Questions are to be e-mailed to fdebost@smfcsd.net. The San Mateo-Foster City School District shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than as instructed above.

The District's Board of Trustees reserves the right to reject any and all bids. No proposer may withdraw their proposal for a period of ninety (90) days after the date set for the opening of bids. Refer to the formal RFP documents and specifications for additional information, terms, and conditions.

By: Patrick Gaffney, Chief Business Official
San Mateo Foster City School District

Topic	Page #
Notice to Bidders	2
General Information about the District	4
Proposal Submission Checklist (Attachment 1)	5
Proposal Instructions and General Requirements	6
Pricing	7
District Evaluation/Selection Process	8
Terms and Conditions	9
Insurance	17
Protests	19
Delivery Requirements and Locations	20
Request for Proposal Signature Page (Attachment 2)	21
Evaluation Criteria (Attachment 3)	22
Vendor Questionnaire (Attachment 4)	24
References (Attachment 5)	26
Non Collusion Affidavit (Attachment 6)	27
Bidder's Statement Regarding Insurance Coverage (Attachment 7)	28
Worker's Compensation Insurance Certification (Attachment 8)	29
Drug Free Workplace Certification (Attachment 9)	30
Equal Opportunity Employment (Attachment 10)	31
Fingerprint Clearance/Criminal Background Investigation (Attachment 11)	32
Certificate of Independent Price Determination (Attachment 12)	33
Suspension and Debarment Certification (Attachment 13)	34
Certification Regarding Lobbying (Attachment 14)	36
Iran Contracting Act of 2010 Compliance Affidavit (Attachment 15)	39
Itemized Bid List (Attachment 16)	x
Statement of Pricing	Attach
HACCP Plan / Food Security and Safety Program include Pest Control Policy & Recall Procedures	Attach

a. Notice to Bidders

- i. The San Mateo Foster City School District (“District”) is requesting submission of statements of qualifications and proposals (“Proposals”) from qualified persons, firms, partnerships corporations, associations or professional organizations (“Bidder(s)”) for the provision and delivery of Produce (“Services”) to the District, as further described herein.

b. General Information about the District

- i. The District is located in San Mateo and has a projected student enrollment for the 2025 - 2026 school year of approximately 10,000 students. The District has 1 delivery site. The District is seeking Proposals from qualified companies to procure and deliver products. This RFP defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.
- ii. The District is committed to offering seasonal menu items and purchasing from local farmers whenever possible. Bidders should be making an effort to procure and offer California grown produce to schools and indicate these products on price lists and invoices. The District prefers locally grown products whenever possible and has a goal of procuring, at minimum, food that is 50% locally grown and produced.
- iii. The District is seeking to:
 - 1. Ensure that students are receiving high quality produce,
 - 2. Purchase high quality produce at the best possible price,
 - 3. Offer more produce that is locally grown,
 - 4. 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,
 - 5. 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,
 - 6. Partner with a produce vendor that will provide excellent customer service.

Attachment "1"

PROPOSAL SUBMISSION CHECKLIST TO BE SUBMITTED WITH PROPOSAL

Bidder Name _____

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- Proposal Checklist (this form)
- Request for Proposal Signature Page
- Evaluation Criteria
- Vendor Questionnaire
- References with at least 2 References
- Non-collusion Affidavit
- Bidder's Statement Regarding Insurance Coverage
- Worker's Compensation Insurance Certification Form
- Drug Free Workplace Certification
- Equal Opportunity Employment
- Fingerprint Clearance/Criminal Background Investigation
- Certificate of Independent Price Determination
- Suspension and Debarment Certification
- Certification Regarding Lobbying
- Iran Contracting Act of 2010 Compliance Affidavit
- Itemized Bid List print
- Itemized Bid list USB flash drive
- Statement of Pricing
- HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures

c. Proposal Instructions and General Requirements

- i. **Buy American Provision** – 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 Provision requires School Food Authorities to purchase, to the maximum extent practicable, domestic commodities or products. A domestic commodity or product is defined as an “agricultural commodity that is produced in the United States, and a food product that is processed in the United States substantially using agricultural commodities produced in the United States.” The provision further defines “substantially” to mean over 51% from American products (7 CFR Part 210.21(d)).
- ii. **Deadline for Receipt of RFPs** – Proposals shall be delivered to the District, on or before the day and hour set for the opening of the Proposals. Proposals shall be printed, placed in a sealed envelope and submitted to the District via mail to: Fran Debost, 1170 CHESS DR, FOSTER CITY, CA, 94404. A USB flash drive including the price list should be included in the envelope. Any Proposal received after the scheduled closing time in the Notice to Bidders shall be unopened. All unsigned Proposals will be rejected. After the Proposals are opened at the designated time, no commitment will be made at that time until all Proposals are evaluated for pricing, specifications and other pertinent information.
- iii. **The RFP** – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. Unsigned Proposals will not be accepted. FAX copies of Proposals will not be accepted for formal advertised RFPs.
- iv. **Responsibility** – Bidders are solely responsible for ensuring their Proposal is received by the District in accordance with the solicitation requirements before the date and time specified in the RFP, and at the place specified. The District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery.
- v. **HACCP Plan or Food Security and Safety Program** – The Successful Bidder(s) shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the Bidder’s Hazard Analysis Critical Control (HACCP) system or Food Safety and Security Program must be submitted with its proposal. The Successful Bidder(s) shall provide products from manufacturers with a HACCP system in place. The Successful Bidder(s) shall ensure all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards of the state of California and Federal Government.
- vi. **Drug Free Workplace Certificate** – In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the Successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The Successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the Successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price

otherwise due under the Contract Documents and/or debarment of the Successful Bidder.

- d. **Pricing** – Provide a detailed Statement of Pricing for produce to be provided. Price per case must be demonstrated pricing from February 25 and March 2025. Confirm that Bidder will provide best pricing based on type of item and quantity and that such pricing shall not exceed the actual cost, plus fixed fee charged to the District. Bidder shall provide evidence and documentation of cost (at invoice price) to the District upon the District's request. Bidder must indicate item name, variety of item offered, description of item offered, origin, prices and any additional notes pertaining to each item. Errors in price computations will not excuse Bidder from holding price.
 - i. **Pricing Terms** – Prices proposed for all items will be for the period **July 1, 2025 through June 30, 2026**. The Bidder certifies that the District will be given the immediate benefit of any lower prices or price decreases during the term of the contract. 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. **Itemized Bid List** – The District's Itemized Bid List is attached hereto. If the District requests a standard/commodity variety, then the District will accept a range of varieties. If the District requests a specialty variety, then the District will only accept the variety listed or comparable substitute 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. Bidder is responsible for converting any differences in pack size to the same total volume as requested.
 - iii. **Price Verification** – For the purposes of award review, price quoted on the Item Bid List must be the Bidder's lowest pricing from within thirty (30) days of March 2025 and/or February 2025. Please submit copies of at least one invoice including each of the "price verification items" from March 2025 and February 2025 invoices, from different school districts or other comparable food service, to verify pricing. If an invoice does not include price markup amounts, then provide the price markup amounts with invoice copies. The "price verification items" that require invoice copies for price verification are specified in the itemized Bid list. The District has the right to request invoices of additional items for price verification.
 - 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.
 - v. **All Other Costs or Fees** – Pricing information for, without limitation, transactional services, additional services, Bidder's mark-up on subconsultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to complete the Services.

- vi. **Price Adjustments** – The Successful Bidder will be allowed to adjust prices upon presentation of suitable proof of a price increase from a manufacturer or processor or valid Market resource. A notice shall be sent including proof of any increase. Any change to the price will be subject to mutual agreement by both parties.

e. District Evaluation/Selection Process

- i. **Basis for Selection** – The responsiveness, competency and responsibility of Bidders and of their proposed subcontractors will be considered in making the award of contract. Any Bidder before being awarded a contract may be required to furnish evidence to the District that the Bidder has sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The District reserves the right to reject the Proposal of any Bidders as not responsible and not qualified to do the particular work under consideration who have previously failed to perform properly or to complete on time contracts with the District of a nature similar to this project. A responsive Proposal is one that meets all terms, conditions, and specifications of the Proposal. The Successful Proposal must comply with the content requirements of the Proposal documents. The Bidder must perform and do what the Proposal documents and contract requirements say they must do, whether it be pricing in a certain way, attending a mandatory pre-proposal conference, providing bonds, etc.

A Proposal which substantially conforms, though not strictly responsive, to a call for Proposals may be accepted if the variance cannot have affected the amount of the Proposal or given a Bidder an advantage or benefit not allowed to other Bidders, or, in other words, if the variance is inconsequential. The District reserves the right to reject any and all Proposals or alternatives and waive any informality or irregularity in the Proposals or in the bidding, and to determine responsiveness and responsibility of Bidder, including but not limited to those areas mentioned above. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever.

- ii. **Evaluation/Award** – The District intends to select one of the Bidders—but reserves the right to select no Bidder or more than one Bidder—that best meet(s) the District’s needs to perform the Services as described in this RFP. From the Bidders that provide Proposals to the District, the District may, at its discretion, interview some or all of those Bidders. One or more Bidders may be selected (“Successful Bidder”). The Successful Bidder will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for these types of Services. Proposals will be evaluated separately and will be awarded to one or more Bidders based on the highest scored Proposal. The Evaluation Criteria, Descriptions, and Point Scoring are listed in Attachment 3.
- iii. **Previous Performance** – Bidders are advised that the District reserves the right to reject a Proposal from a Bidder that cannot demonstrate the ability to provide the goods or services required. Bidders who have demonstrated unsatisfactory performance may be subject to disqualification as a responsible Bidder submitting a Proposal, thereby disqualifying the bidder from contract award.

f. Terms and Conditions

- i. Acceptance of Proposals** – The District reserves the right to reject any or all Proposals and to select individual items. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. The District does **NOT** guarantee that all items shown on this Proposal will be purchased. The right is reserved to purchase additional quantities at the Proposal prices during the period this Proposal is in force. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the District. The District reserves the right to reject any or all Proposals or waive any irregularities or informalities in any Proposals or in the bidding.
- ii. Addendum** – Any and all changes to this contract must be made in writing and agreed to by the District. Performance by the Successful Bidder will be considered agreement with the terms of this contract.
- iii. Alteration of Request for Proposal Text** – Changes in or additions to the Request for Proposal, as well as any attachments, amendments or other official correspondence related to this Request for Proposal may not be manually, electronically or otherwise altered by Bidder or Bidder's agent(s). Recapitulations of the work proposed upon, alternative Proposals, or any other modification of the Request for Proposal which is not specifically called for in the award agreement documents may result in the District's rejection of the Proposal as not being responsive to the Request for Proposal. No oral or telephonic modification of any Proposal submitted will be considered.
- iv. Anti-discrimination** – Bidder shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve employment of people from historically disadvantaged groups and agrees to meet Federal and State guidelines. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.
- v. Assignment of Rights or Obligations** – Successful Bidder may not assign, transfer, or sell any rights or obligations resulting from this Proposal without first obtaining the specific written consent of the District. The Successful Bidder shall not assign or subcontract the work or any part thereof, without the previous written consent of the District, nor shall he assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the District has been obtained. No right under this contract, 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 contract or any part thereof, unless such assignment has been authorized by the written consent of the District. In case the contractor is permitted to assign monies due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of materials supplied for the performance of the work.
- vi. Authority of the District** – Subject to the power and authority of the District as provided by law in this contract, the District shall in all cases determine the quantity, quality, and acceptability of the materials and supplies for which payment is to be made

under this contract. The District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the Bidder hereunder.

- vii. **Authorized Distributor** – Successful Bidder must be an Authorized Distributor for the product offered, or with Bidder's quote, Bidder must submit documentation from an Authorized Distributor from whom Bidder has purchased the specified materials.
- viii. **"Best Served On" Information** – The District requests that the Successful Bidder provides a "best served on" date or "use by date" for any pre-cut or processed products. Adequate use of time is requested and successful Bidder shall follow appropriate procedures for First In, First Out (FIFO) stock rotation system. The successful Bidder agrees to permit inspection of delivered items and grants the District right of rejection of inferior merchandise.
- ix. **Proposal Negotiations** – A Proposal response to any specific item of this Request for Proposal with terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive to that specific item.
- x. **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 6250 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 Bidder 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 Bidder agrees, by submission of its response for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.
- xi. **Cancellation of Contract** – The District may cancel this contract without cause at any time by giving thirty (30) days' written notice to the Successful Bidder. The District may cancel this contract with cause at any time by giving ten (10) days' written notice to the Successful Bidder. Cancellation for cause shall be at the discretion of the District and shall be, but is not limited to, failure to supply the materials, equipment, or service specified within the time allowed or within the terms, conditions, or provisions of this contract. The Successful Bidder may not cancel this contract without prior written consent of the District.
- xii. **Cancellation for Insufficient or Non-Appropriated Funds** – The Bidder submitting a Proposal 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 Proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds
- xiii. **Cancellation of Solicitation** – The District may cancel this solicitation at any time.
- xiv. **Clarification, Corrections or Changes to Specifications** – All clarifications, corrections, or changes to the solicitation documents will be made by Addendum only.

Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or in email. Interpretations, corrections, and changes shall not be binding unless made by the Addendum. All Addenda issued shall become part of the Agreement documents. Addenda will be sent to all known solicitation holders by email or U.S. mail. It is the Bidder's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

- xv. Competency of Bidders Submitting a Proposal** – No Proposal will be accepted from or contract awarded to a contractor who is not licensed in accordance with the law, to whom a proposal form has not been issued by the District and who has not successfully performed on projects of similar character and scope to the proposed work. A representative of the District, prior to contract award may examine the business premises of any Bidder submitting a Proposal. Bidders submitting a Proposal shall agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of an awarded contract. It will be the responsibility of the contractor to obtain any clearances necessary for completion of the contract.
- xvi. Compliance with Fair Employment Practice Act** – Bidder agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract, or any subcontract hereunder, no Contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.
- xvii. Compliance with OSHA** – Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the District harmless for any failure to so conform.
- xviii. Contract Incorporation** – This contract embodies the entire contract between the District and the Bidder. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Bidder's successful submittal, supplemental agreements, and any and all written agreements which alter, amend or extend the contract.
- xix. Contract Renewal** – This contract is deemed to be a Contract for Fresh Produce and Services. Under the California Education Code Article 3, Section 17596, if mutually agreeable, the District reserves the right to renew the contract for three (3) additional twelve (12) month periods not to exceed four (4) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the Distributor, in writing, thirty (30) days prior to the expiration of the contract.
- xx. Cost of Proposal Preparation** – Cost of preparation of the response to this RFP is solely the responsibility of the Bidder submitting a Proposal. The District accepts or implies no liability in the cost of preparation.

- xxi. Damage** – The Successful Bidder shall be held responsible for any breakage, loss of the District’s equipment or supplies through negligence of the Successful Bidder or Successful Bidder’s employee while working on the District’s premises. The Successful Bidder shall be responsible for restoring/replacing any equipment, facilities, etc., so damaged. The Successful Bidder shall immediately report to the District any damages to the premises resulting from services performed under this contract.
- xxii. Definitions** – Responsible: a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive: an RFP which meets all of the specifications set forth in the RFP.
- xxiii. 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.
- xxiv. Discontinued Items and Product Substitution** – In the event an item awarded under this contract is discontinued, the Successful Bidder is required to notify the San Mateo Foster City School District’s Director of Child Nutrition Services immediately. Contract items that are discontinued by their manufacturer during the term of the contract may be substituted with a same or similar item only if it is equal or exceeds the specifications of the original item. The Successful Bidder(s) 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 then be evaluated by the Director of Child Nutrition Services to determine if the substitute item is an equivalent of the specified item. Additionally, the price of any authorized substitute product must be equal to or less than the contracted price of the item being replaced. Authorization of a substitute product shall be the sole discretion and with authorization/approval of the Director of Child Nutrition Services.
- xxv. District Requirements** – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the RFP and required during the contract period shall be ordered and purchased from the Successful Bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period.
- xxvi. Energy Policy and Conservation Act Compliance** – In performance of this contract, the Bidder 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).
- xxvii. Environmental Protection Agency Compliance** – In performance of this contract, the Bidder and District shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). [2 CFR 200 Appendix II(G)]
- xxviii. Errors and Corrections** – The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures/initials of the person or

persons signing the Proposal. Correction of any such errors shall be made prior to the Proposal opening only. In the event of inconsistency between words and figures in the Proposal price, words shall control figures. In the event that the District determines that any Proposal is unintelligible, inconsistent or ambiguous, the District may reject such Proposal as not being responsive. The Proposal cannot be corrected after the Proposal opening.

- xxix. Examination of Proposal Documents** – Bidders submitting a Proposal shall thoroughly examine and be familiar with the specifications. The failure or omission of any Bidder submitting a Proposal to receive or examine any Proposal document(s), forms, instruments, Addendum or other document there existing shall in no way relieve any Bidder submitting a Proposal from obligations with respect to this Proposal or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

- xxx. Examination of Locations** – It shall be the responsibility of the Successful Bidder(s) to establish knowledge of the District and the specific delivery locations to familiarize him/herself with the access and egress, construction or building difficulties and method of delivery, all of which could affect the Successful Bidders ability to service the District. It shall be the responsibility of the Successful Bidder(s) to cope with all these eventualities.

- xxxi. Failure to Comply with Instructions** – Failure to comply with any of the instructions stated in the Proposal documents may result in rejection of the Proposal. Any party submitting a Proposal shall not contact, or lobby any District Board member, official, employee, agent or representative during the Bidding process including up to the date of Board action, except as specified in the Proposal for contact. Any party attempting to influence the Proposal including the submittal, review process and awarding of the Proposal will have their Proposal rejected for violating this term and condition of the Proposal. Any party, individual, group or firm, not submitting a Proposal, but which may have a financial or business interest in the award of the Proposal shall not contact or lobby any District Board member, official, employee, agent, contractor or representative, including up to the date of Board action. Any and all public comment regarding the Board’s action in the award of this Proposal will be accepted on the date of Board action in a public meeting pursuant to the Brown Act.

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

- xxxiii. FOB Destination Pricing** – All shipments shall be made FOB destination, SAN MATEO, California. FOB destination indicates that the seller 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 material is not received within the time specified for delivery, it will be received at the discretion of the District. Should it be necessary to refuse delivery of any material contained in the Proposal document, the Bidder shall be responsible for the cost of retrieving the merchandise in question.

xxxiv. Force Majeure – If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Successful Bidder, the Successful Bidder 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.

xxxv. Formation of Contract – Bidder's signed Proposal and District's written acceptance shall constitute a binding contract.

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

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

xxxviii. 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. 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 contract termination.

xxxix. Insurance Requirements – Successful Bidder shall maintain insurance as specified in Section G. Successful Bidder must furnish the District with the Certificates of Insurance proving coverage as specified in Section G and naming the District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

- xl. Invoicing** – Invoices for goods delivered against any contract or purchase order must be itemized and all applicable discounts identified. Invoices must include the Purchase Order number on each invoice.
- xli. Laws Governing the Contract** – This contract shall be in accordance with the laws of the State of California. Parties further stipulate that this contract was entered into in the County of San Mateo and the State of California is the only appropriate forum for any litigation resulting from breach hereof or any questions arising therefrom.
- xlii. Limitation of Liability** – Other than as provided in this Agreement, the 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 the 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.
- xliii. Liquidated Damages** – The District shall hold the Successful Bidder liable and responsible for all damages, which may be sustained because of the Successful Bidder's failure to comply with any condition herein. Additional cost accrued by the District through this purchase will be deducted from any unpaid invoices.
- xliv. Material Priced Incorrectly** – As a condition of any award resulting from this Request for Proposals, Successful Bidder(s) shall discount all transactions as agreed. In the event the District discovers through its contract monitoring process or formal auditing process, that material was priced incorrectly, Successful Bidder(s) agrees to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the noncompliance.
- xlv. Order Discrepancies** – Upon notification by the District, the Successful Bidder 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.
- xlvi. Packing, Crating, Cartage** – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District's request. All 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.
- xlvii. Payment** – (a) Bidder shall state payment terms offered. (b) Payment will be made on the pay period after receipt and acceptance of goods and/or services and upon department confirmation of such acceptance.
- xlviii. Penalties** –When any Successful Bidder shall deliver any product which does not conform to the specifications, the District may, at its option, annul and set aside the Contract entered into with said Successful Bidder, either in whole or part, and make and enter into a new Contract in accordance with law for furnishing such article or articles so agreed to be furnished.
- xliv. Performance Notification** – In the event the Successful Bidder is unable to perform any or its entire obligation under this contract or the Successful Bidder is able to foresee a potential issue (i.e., system failure) that will impact the quality or quantity of

the scope of work, services or level of performance under the contract, the Successful Bidder shall notify the District within one (1) working day in writing, email, or by telephone of such event.

- I. **Post award Meeting** – Prior to performing any work or providing any services specified on this Contract, the Successful Bidder may be required to meet with the Child Nutrition Services for the purpose of reviewing the products and services offered herein, determining milestones regarding the District’s expectations, and to discuss any issues related to the execution of this RFP. The Successful Bidder shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this Contract. The District will approve all materials associated with this RFP.
- ii. **Product Quality Controls** – All products must follow the specifications indicated. All products must be fresh, unless otherwise specified. All processed fruits and vegetables must be sealed in airtight packaging. In the event of product quality failure provision must be made for pick up, exchange and issuance of appropriate credit.
- iii. **Product Recalls** – If a product recall is instituted on an item that has been furnished and delivered to the District, the Successful Bidder must immediately notify the District’s Director of Child Nutrition Services with all pertinent information regarding the recall. The Successful Bidder must provide 100% traceability for all items affected by a recall.
- liii. **Refrigeration** – All produce that is required to be delivered refrigerated shall be delivered in refrigerated trucks maintaining goods at 41 degrees Fahrenheit or less. Temperature logs must be provided as requested by the district
- liv. **Right to Inspect Successful Bidder Facilities** – The District reserves the right to inspect the Successful Bidder’s facilities prior to award of contract and/or during the term of the contract and if representatives of the District determine after such inspection that the Successful Bidder is not capable of performance satisfactory to the District, the Proposal will not be considered or the Agreement can be cancelled.
- Iv. **Safety and Sanitation** – All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety. The Successful Bidder 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 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
 - e. Reject unacceptable items
- Ivi. **Severability** – If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.
- Ivii. **Specifications, Changes to** – The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or

modifications of any of the terms or conditions of the specification shall be valid unless reduced in writing and signed by both parties.

- lviii. Substitutions** – All Bidders must conform to the specifications set forth in these Proposal documents. The District reserves the right to reject all Proposals that do not conform to the specifications. Do not use “as specified” in responding to this requirement. At a minimum, descriptive technical literature fully describing the claimed “as equal” product must be attached to the Proposal. Suitability and valuation of “equal” rests in the sole discretion of the District.
- lix. Taxes** – No Proposal shall include Federal Excise Tax, as School Districts are exempt from such tax. The Successful Bidder shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- lx. Terms of the Offer** – The District’s acceptance of Bidder’s offer shall be limited to the terms herein unless expressly agreed in writing by the District.
- lxi. 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.
- lxii. Withdrawal of Proposal** – Any claim by a Bidder of error in its Proposal must be made in compliance with section 5100 et seq. of the Public Contract Code. The Bidders may withdraw Proposals only by written request received by the Director of Child Nutrition Services.

g. Insurance

- i. Limited Indemnification and Hold Harmless:** Bidder and its agents, officers and employees shall defend, indemnify, and hold harmless the District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which the District, its elected and appointed officers, agents, employees, volunteers, Bidders 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 Bidder in the performance of and in accordance with the terms of the Agreement entered into between Bidder and the District. 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.

ii. **Minimum Insurance/Coverage:** The District and Bidder agree to purchase and/or maintain through the duration of this agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this agreement. For the acts and activities contemplated by this agreement, at a minimum, the following shall be provided:

1. **Commercial General Liability Insurance:** Bidder shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by Bidder. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least "A,11" status as rated in the most recent edition of Best's Insurance Reports or as amended agreement between the District and Bidder. All policies shall contain a provision requiring thirty (30) days written notice to be given to the District prior to cancellation, modification, or reduction of limits.
2. **Additional Insured Endorsement:** San Mateo Foster City School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "San Mateo Foster City School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement."
3. **Primary Insurance Endorsement:** In addition to the "Additional Insured" as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Such insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the District, its elected and appointed officers, agents, employees, Bidders and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."
4. **Certificate of Insurance:** Prior to commencing services pursuant to this Agreement, Bidder shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Bidder's insurance provider. Such certificate shall include the Endorsements described in this Agreement as attachments.
5. **Workers' Compensation:** Bidder shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement." Prior to commencing services pursuant to this Agreement, Bidder shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of Bidder's insurance provider.

6. **Injury and Illness Prevention:** Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement." The Injury and Illness Prevention Plan shall be available to the District upon request
7. **Commercial Automobile Liability:** If Bidder is going to operate a vehicle on District property or transport students in any capacity. Limits of liability shall include a minimum of \$300,000 combined single limit.
8. **Survivability:** The parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this agreement.
9. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

h. Protests

- i. Any protest regarding this RFP must be submitted, without exception, in writing to the District, before 2:00 pm Pacific Time of the third (3rd) business day following the date of notification by the District that a Successful Bidder has been selected following the evaluation/selection process.
- ii. The protest must contain a complete statement of any and all bases for the protest.
- iii. The protest must refer to the specific portions of any documents that form the bases for the protest.
- iv. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest, and all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- v. The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of protest. Failure to comply with any of these procedures, at the District's sole discretion, shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.
- vi. The District will accept a solicitation protest from a protestor only if the following conditions have been met.
 1. The contract was made in connection with the Child Nutrition Services.
 2. The protestor has exhausted all administrative remedies with the grantee and subgrantee before pursuing the protest.
 3. Violations of federal law or regulations and the standards of this section exist (violations of state or local law will be under the jurisdiction of state or local authorities).

4. Violation of a grantee’s or subgrantee’s protest procedures exists for failure to review a complaint or protest. Protests received by the federal agency other than those specified above will be referred to the grantee or subgrantee.

i. Delivery Requirements and Locations

i. Delivery Specifications – The Successful Bidder will partner with the District over the term of the contract resulting from this RFP to procure and deliver fresh produce to the District. Delivery to site(s) must be completed within the designated delivery timeframe; on the designated delivery days as indicated below. District reserves the right to designate an alternate delivery location if designated site is unable to receive deliveries for any reason. The District also reserves the right to revise delivery times as required. Additional product and service requirements are outlined within the RFP. The District’s preferred delivery days are Tuesday, Thursday and Friday. The District would like 2 to 3 deliveries per week depending on the District’s needs.

Delivery Locations				
Location	Address	Delivery Times	Preferred Delivery Days	Number of Deliveries Per Week
Central kitchen	1146 E. 19th ave., San Mateo, California 94403	6:00 am - 2:00 pm	Tuesday, Thursday and Friday	2-3

Attachment "2"
REQUEST FOR PROPOSAL SIGNATURE PAGE
TO BE SUBMITTED WITH PROPOSAL

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

Attachment "3"
EVALUATION CRITERIA

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	30
Traceability	100% of Max Points: Can currently produce reports to show % of local products provided, including farm name and origin. 80% of Max Points: Can currently produce reports to show % of local products provided. 0% Points: Cannot produce reporting/tracking mechanisms.	Responses to Questions Labeled "Traceability - " in Vendor Questionnaire	15
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 Vendor Questionnaire	2
Local Geographic Preference	100% of Max Points: Ability to provide 50% or more California grown products sourced within 100 miles. 90% of Max Points: Ability to provide 50% or more California grown products sourced within 250 miles. 70% of Max Points: Ability to provide 20-49% of products sourced within 150 miles. 30% of Max Points: Ability to provide 1-19% of products sourced within 150 miles. 0 Points: Unable to source any products within 150 miles.	Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire	15
Ordering Systems and Reports	100% of Max Points: Availability of online ordering with order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with 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 Vendor Questionnaire	4
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references &	- Reference forms - Responses to Questions	10

	<p>vendor questionnaire that show: -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products.</p> <p>0 Points: References and/or vendor questionnaire that demonstrate poor performance or inability to meet criteria described above.</p>	Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire	
Safety Records and Controls	<p>100% of Max Points: Bidder 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:</p> <p>Bidder's staff are properly and regularly trained in current safety procedures,</p> <p>Bidder'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.</p> <p>If needed, Bidder'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.</p> <p>Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place.</p> <p>0 Points: Unable to meet or provide above specified criteria.</p>	<p>- HACCP Plan or Food Security and Safety Program</p> <p>- Reference forms</p> <p>- Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire</p>	15
Food and Nutrition Education	<p>Bidder 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:</p> <ul style="list-style-type: none"> - 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 Vendor Questionnaire	4
Cross-docking and Farm-direct	<p>100% of Max Points: Bidder is able to cross-dock, deliver, invoice, and process Farm-direct items</p> <p>50% of Max Points: Bidder is able to invoice for Farm-direct items, but cannot warehouse the items, deliver the items, and/or process the items</p> <p>0 Points: Bidder is unable to invoice Farm-direct items</p>	Responses to Questions Labeled "Cross-docking and Farm-direct - " in Vendor Questionnaire.	5
TOTAL POINTS:			100

Attachment “4”
VENDOR QUESTIONNAIRE
TO BE SUBMITTED WITH PROPOSAL

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

Traceability - Please describe your company’s ability to provide the District with locally grown, source-identified produce. What systems do you have in place for tracking and labeling locally grown produce?

Traceability - What is your process for showing documentation of product sourcing ?

Traceability - Please check off the reports that you make available to your customers: market reports velocity reports monthly statements weekly price lists. Please list any additional reports available. How are customers able to access these reports?

Traceability - Can you currently produce reports to show the percent of local products provided, including farm name and origin? Yes Including percent, but not Farm name and Origin, No If so, please describe current reporting/tracking mechanisms below. If not, are you willing to develop reporting/tracking mechanisms? Yes No

Delivery Specifications - Will you be able to meet the specified delivery timeframe?

Delivery Specifications - What is the current make up 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.

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?

Local Geographic Preference - What percentage of products sourced within 150 miles of the District are you able to provide? Please mark one: 50% or more 30-49% 20-29% 0-19%. Describe your procedure for communicating an item’s point of origin to school district personnel.

Local Geographic Preference - Can you provide a weekly list of local produce as defined in the bid to the District via email or posted online?

Ordering Systems and Reports - Can orders be placed online or by e-mail? Please describe ordering procedures.

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.

Service Reliability and Past Performance - What is the lead time you require for orders?

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?

Service Reliability and Past Performance - How many years has your company been in the produce business?

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

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

Service Reliability and Past Performance - Has your company resigned or been replaced at the will of a district(s) during the school year within the last 24 months? If so, please explain.

Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery?

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

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

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

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.

Cross-docking and Farm-direct - Please describe your company's strategy for working directly with farmers and/or food hubs and any experience you have processing or cross-docking for farmers.

Name of Bidder (Person, Firm, or Corporation):

Signature of Bidder's Authorized Representative:

Date of Signing:

Print Name & Title of Authorized Representative:

Phone #:

E-mail:

Attachment "5"
REFERENCES
 TO BE SUBMITTED WITH PROPOSAL

Please submit two (2) current school district References requiring multiple deliveries per week. An irresponsible reference will **not** be considered a valid Reference. The Bidder is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District.

Reference #1

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

Reference #2

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

Attachment "6"
NONCOLLUSION AFFIDAVIT
PUBLIC CONTRACTS CODE SECTION 7106
TO BE SUBMITTED WITH PROPOSAL

State of California
County of _____

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

(Date)

Signed at (Place)

Bidder Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

Attachment "7"
BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE
TO BE SUBMITTED WITH PROPOSAL

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

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

Attachment "8"
WORKERS' COMPENSATION INSURANCE CERTIFICATE
TO BE SUBMITTED WITH PROPOSAL

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861: I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

ATTEST:

By _____
Signature

Printed Name & Title

Attachment "9"
DRUG-FREE WORKPLACE CERTIFICATION
TO BE SUBMITTED WITH PROPOSAL

I, _____, am the _____ of
(Print Name) (Title)

(Bidder Name): _____ I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee- assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - B. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - C. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
2. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both.
3. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at _____ this day of _____
(City and State) (Date)

(Signature)

(Name Handwritten or Type Name)

Attachment "10"
EQUAL OPPORTUNITY EMPLOYMENT
TO BE SUBMITTED 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: _____

Attachment "11"
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION
TO BE SUBMITTED WITH PROPOSAL

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

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

Date: _____

District Representative's Name and
Title: _____

District Representative's
Signature: _____

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*
- Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:
 - The installation of a physical barrier at the worksite to limit contact with pupils.
 - Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
 - Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title _____

District Representative's Signature: _____

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

Attachment "12"
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
TO BE SUBMITTED WITH PROPOSAL

Both the SFA and Bidder shall execute this Certificate of Independent Price Determination.

Name of Bidder

Name of SFA

1. By submission of this offer, the offeror (Bidder) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
 - a. The prices in this offer have been arrived at independently—without consultation, communication, or agreement—for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
 - c. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
2. Each person signing this offer on behalf of the offeror certifies that:
 - a. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
 - b. He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

Signature of Bidder's
Authorized Representative

Title

Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's
Authorized Representative

Title

Date

Attachment "13"
SUSPENSION AND DEBARMENT CERTIFICATION
TO BE SUBMITTED 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

Attachment "14"
CERTIFICATION REGARDING LOBBYING
TO BE SUBMITTED WITH PROPOSAL

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

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

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

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

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

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

OR

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

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

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

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

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

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

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

Attachment "15"
IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT
TO BE SUBMITTED WITH PROPOSAL

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a Proposal for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

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 bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

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

Vendor 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)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder 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 bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor 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)

USDA Nondiscrimination Statement

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

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

USDA is an equal opportunity provider, employer, and lender.