

PIGGYBACK CLAUSE

For the term of the Contract and any mutually agreed extensions, pursuant to this RFP, other entities shall be permitted to access and utilize the awarded contract through this piggyback provision, subject to the Service Provider's signed consent. Any California public agency – including, but not limited to, school districts, county offices of education, community college districts, cities, counties, and special districts – may piggyback on this RFP at the same pricing, terms, and conditions as set forth in the awarded contract. In lieu of listing each eligible public agency individually, the Hawthorne School District extends this piggyback provision to all California public agencies as referenced herein.

This piggyback option is authorized pursuant to California Public Contract Code Sections §20118 (for K-12 school districts) and §20652 (for community college districts), and in accordance with applicable federal procurement regulations, including but not limited to 2 CFR Part 200.318 through 200.326.

Acceptance or rejection of this clause will not affect the outcome of this bid. The Service Provider shall indicate its selection regarding the piggyback provision as follows:

- ☒ Yes, Piggyback option granted; or
☐ No, Piggyback option is not granted

Loewy Enterprises DBA Sunrise Produce

Company Name (Service Provider)


Signature

David Sapia-President/CEO

Authorized Signatory (Print Name)

05/19/2025

Date

Participation Requirements:

Participating agencies desiring to utilize this piggyback contract shall first obtain prior written authorization from the Hawthorne School District. There shall be no fee, charge, or administrative cost imposed by the Hawthorne School District for granting such authorization or the participating agency's use of this piggyback contract. Each participating agency shall be solely responsible for making all payments directly to the Service Provider for any goods, services, or deliverables provided under this piggyback contract.

Participating agencies shall indemnify, defend, and hold harmless the Hawthorne School District from and against any and all claims, disputes, demands, actions, damages, liabilities, or costs, including attorney's fees, arising out of or related to their procurement activities under this piggyback arrangement.

The Hawthorne School District waives its right under California Public Contract Code Sections 20118 and 20652 to require participating districts to draw their warrants in favor of the awarding district.

Participating Agency Request:

The undersigned agency hereby requests authorization to utilize the piggyback rights associated with this RFP.

Agency Name

Date

Name & Title

Signature

Hathorne School District Approval:

☐ Approved

Signature: _____

Date: _____