

Newport-Mesa

Unified School District

**Newport Mesa Unified School District
RFP No. 121-25
Fresh Produce for Food Services**

Proposal Deadline: May 16, 2025 at 2:00PM

Samples Deadline: May 19, 2025 at 10:00AM

Contact: Emily Hughes
Address: Newport Mesa USD
2985 Bear St., Building A
Costa Mesa, CA. 92626
Phone: 714-424-5086
Email: erhughes@nmusd.us

REQUIRED DOCUMENTS

****Please return this sheet with your proposal documents****

Proposal Documents Due at the Submission of the Due Date

- ☒ Proposal Form
- ☒ Proposal Form Pricing Sheet
- ☒ Noncollusion Declaration
- ☒ Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
- ☒ Certification of Restriction on Lobbying
- ☒ Buy American Waiver Exception List
- ☒ Suspension and Debarment Certification
- ☒ Disclosure of Lobbying Activities
- ☒ Product Recall Program
- ☒ Disaster Contingency Plan
- ☒ Food Security and Safety Program
- ☒ Recent Copy of a Health Department Inspection Report
- ☒ Nutrition Fact label and major food allergens
- ☒ Copies of any Other Licenses and/or Required Documents as Listed within the Entire RFP, including, General Conditions, Special Provisions, and Specifications

List of produce samples as required on page no. 22 of these bid documents

RFP No. 121-25
Fresh Produce for Food Services

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***IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE PROPOSAL
OPENING, THE BIDDER MAY BE DECLARED NONRESPONSIVE.**

NOTICE CALLING FOR PROPOSALS

DISTRICT: NEWPORT-MESA UNIFIED SCHOOL DISTRICT
PROPOSAL DEADLINE: May 16, 2025 at 2:00PM
PLACE OF RECEIPT: Electronic Via Newport-Mesa Unified School District
PlanetBids Web Portal

NOTICE IS HEREBY GIVEN that the Newport Mesa Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "District," will receive up to, but not later than, the above-stated proposal deadline, electronic proposals for the award of a contract for **RFP No. 121-25, Fresh Produce for Food Services**.

Product samples will be delivered by **10:00 AM on May 19, 2025** to Newport Mesa USD Nutrition Services Central Kitchen, 2985 Bear St. Bldg. B, Costa Mesa CA 92626

Proposal Documents will be made available on **April 25, 2025** as a download at <https://vendors.planetbids.com/portal/46422/portal-home>. **Bidders will be responsible for reproducing all documents related to this RFP.** All proposals shall be made and presented on the forms provided in the RFP documents.

Any questions regarding proposal documents must be received via the PlanetBids web portal by **12:00PM on May 7, 2025**.

Time is of the essence. The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposals or in the bidding process. The award of the Contract, if made by the District, will be by action of the Board of Trustees. No bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of the proposals.

Newport Mesa Unified School District

By: Jonathan Geiszler
Director, Purchasing & Warehouse

CALENDAR OF EVENTS

Date*	Event Details
4/25/25	1 st Advertisement Date Bid Docs available via PlanetBids Portal
5/2/25	2 nd Advertisement Date
5/7/25	Q&A Due to Emily Hughes at 12:00PM
5/12/25	Answers to Questions Posted to PlanetBids
5/16/25	RFP due via electronic submission on PlanetBids.com at 2:00PM
5/19/25	Samples Due to Food Services by 10:00AM
5/19/25 – 5/23/25	RFP Evaluation
6/24/25	Board Meeting Date
7/1/25 – 6/30/26	First Year Contract Period

*Date is subject to change at the discretion of the District.

INFORMATION FOR BIDDERS

WARNING:

READ THIS DOCUMENT CAREFULLY.

DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. **Preparation of Proposal Form.** Proposals shall be submitted on the prescribed Proposal Form and Proposal Form Pricing Sheet and completed in full. All proposal items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. **Form and Delivery of Proposals.** The proposal must conform and be responsive to all proposal documents and shall be made on the Proposal Form and Proposal Form Pricing Sheet provided, and the complete proposal, together with any and all additional materials as required, shall be submitted electronically via the District's PlanetBids web portal at <https://vendors.planetbids.com/portal/46422/portal-home>. **It is the bidder's sole responsibility to ensure that its proposal is received prior to the proposal deadline.** In accordance with Government Code section 53068, any proposal received after the scheduled closing time for receipt of proposals shall be returned to the bidder.

3. **Proposal Pricing.** Propose all items F.O.B., Newport Mesa Unified School District site locations.

4. **Signature.** Any signature required on proposal documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the proposal certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. **Modifications.** Changes in or additions to any of the proposal documents, alternative proposals, or any other modifications which are not specifically called for in the proposal documents may result in the rejection of the proposal as being nonresponsive. No oral, telephonic, facsimile, or electronic modification of any of the proposal documents will be considered.

6. **Erasures, Inconsistent or Illegible Proposals.** The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the proposal in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the proposal, words shall control numbers. In the event that any proposal is unintelligible, illegible or ambiguous, the District may reject such proposal as being nonresponsive.

7. Examination of Proposal Documents. At its own expense and prior to submitting its proposal, each bidder shall examine all proposal documents; visit the sites and determine the local conditions which may in any way affect the performance of the work; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the proposal. The District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the actual conditions and data given in the proposal documents. Bidder agrees that the submission of a proposal shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

8. Withdrawal of Proposals. Any proposal may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of proposals. The proposal security for a proposal withdrawn prior to the scheduled closing time for receipt of proposals, in accordance with this paragraph, shall be returned. No bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of proposals.

9. Interpretation of Proposal Documents. If any bidder is in doubt as to the true meaning of any part of the proposal documents, or finds discrepancies in, or omissions from the proposal documents, or has any questions related to the proposal documents, a written request for an interpretation or correction thereof must be submitted to the District via the PlanetBids web portal at <https://vendors.planetbids.com/portal/46422/portal-home> by **May 7, 2025 at 12:00 pm**. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the proposal documents and answers to questions will be made solely at District discretion and only by written addendum duly issued by the District, and a copy of such addendum will be uploaded to the PlanetBids web portal at <https://vendors.planetbids.com/portal/46422/portal-home> and/or hand delivered, e-mailed or faxed to each bidder known to have received a set of proposal documents. No person is authorized to make any oral interpretation of any provision in the proposal documents, nor shall any oral interpretation of proposal documents be binding on the District. If there are discrepancies of any kind in the proposal documents, the interpretation of the District shall prevail. SUBMITTAL OF A PROPOSAL WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PROPOSAL DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PROPOSAL DOCUMENTS; AND THAT BIDDER AGREES THAT THE WORK CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES.

10. Bidders Interested in More Than One Proposal. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for by the District. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a proposal.

11. Award of Contract. The award of the contract, if made by the District, will be by action of the Board of Trustees, to the most qualified bidder based on taste, appearance, quality, nutritional requirements, and any other requirements of the proposal. The District reserves the right to withdraw or cancel one or more items from this RFP before award and proceed with the

remaining items. The District reserves the right to make multiple awards or to reject any or all proposals, or to waive any irregularities or informalities in any proposals or in the bidding process. If two identical low proposals are received from responsive and responsible bidders, the District will determine which proposal will be accepted pursuant to Public Contract Code section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) calendar days after the notice of award of the contract to bidder, the District may award the contract to the next lowest responsive and responsible bidder or reject all proposals.

12. Competency of Bidders. In selecting the most qualified bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the proposal. By submitting a proposal, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the contract. The District may also consider the qualifications and experience of persons and organizations proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the District's satisfaction within the prescribed time. The District reserves the right to reject the proposal of any bidder who does not pass any such evaluation to the satisfaction of the District.

13. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with District prior to performing the work, the Workers' Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.

a. Successful bidder shall, at bidder's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with bidder's fulfillment of the obligations under this bid:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

(a)	General Aggregate	\$2,000,000
(b)	Each Occurrence	\$1,000,000
(c)	Products/Completed Operations	\$1,000,000
(d)	Personal and Advertising Injury	\$1,000,000
(e)	Damage to Rented Premises	\$50,000
(f)	Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of

\$3,000,000, unless waived by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the bidder drives on behalf of the District in the course of performing Services.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the District.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the bidder.

b. No later than five (5) days from execution of the Agreement by the District and successful bidder, and prior to commencing the Services under this bid, bidder shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Successful bidder shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above-mentioned insurance coverages shall be cause for termination of the Agreement.

14. Anti-Discrimination. In connection with all work performed under this proposal, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable federal and state laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735.

15. Hold Harmless/Indemnification. The successful bidder awarded the contract will be required to defend, indemnify, and hold harmless the District, its Governing Board, officers, agents, and employees as set forth in the Agreement.

16. Samples. ***Samples of food products will be required for evaluation and taste testing.*** Samples will be required to be delivered to the District at the bidder's expense. Bidders are hereby notified to have samples ready and submitted for prompt evaluation on the date and time of the sample deadline. Requested samples which cannot be provided at that time may not be considered for award. All samples should be prepared and presented as they would be served to students. Information on food product samples required for evaluation is available via the PlanetBids Portal at <https://vendors.planetbids.com/portal/46422/portal-home>.

17. Taste Testing. The evaluation committee will rate samples based on the following:

Taste/Flavor	Great taste and flavorful	Acceptable	Flavor was not appealing
Appearance of Packaging	Great	Acceptable	Unappealing
Appearance of Food Item	Appetizing	Acceptable	Unappetizing
Aroma/Smell	Wonderful Aroma	Acceptable Aroma	Aroma not appealing/ Unappetizing
Overall Quality	Extremely Acceptable	Acceptable	Unacceptable

18. Deviations from Proposal Terms and Conditions. Deviations from any proposal term or condition may cause a proposal to be rejected as nonresponsive. All deviations must be clearly noted at time of proposal submission. If not noted, the assumption is that bidder is bidding as specified.

19. Sales Tax. Do not include California Sales or Use Taxes in unit prices.

20. Delivery. All items are to be proposed in ready for use condition. Destination will be designated within the boundaries of the Newport Mesa Unified School District. Actual delivery dates should be coordinated with the District. All deliveries shall be accompanied by two (2) copies of an invoice. Upon award of proposal, the successful bidder(s) shall keep sufficient stocks of product and service material to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed items. Sell-by, Use-by, or expire dates must be posted on the products. Identify or list items that have less than 3 weeks shelf life. **Propose all items F.O.B., Newport Mesa Unified School District site locations.**

21. Drug-Free Workplace Certification. Pursuant to Government Code section 8350 et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

22. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each proposal must be accompanied by a Noncollusion Declaration.

23. Tobacco Use Policy. Bidder has been advised and is aware that District has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Bidder shall be responsible for the enforcement of District's tobacco-free policy among all bidder's employees and subcontractors while on District property. Bidder understands and agrees that should any employee of bidder violate the District's Board Policy after having already been warned once for violating District's tobacco-free policy, bidder shall remove the individual for the duration of the Agreement. Bidder shall not be entitled to any additional compensation and/or time in completing the work for such removal.

24. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

25. Protest. Bidders may protest the recommended award, provided the protest is in

writing, contains the proposal number, is delivered to the address listed for submission of proposal documents, and is submitted within five (5) calendar days of the closing proposal deadline. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in the RFP documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq. or violation of any State or Federal law. Protest will not be accepted on any other grounds. All protest will be handled by a panel comprised of District Staff. The District will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting bidder within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.

26. References. Bidders shall list a minimum of three (3) references where bidder has successfully provided the similar type(s) of goods and services to another large school district or public agency at the similar size and scope as Newport Mesa Unified School District. At least three (3) of the references should be for a school district. All references shall include full district/agency name, address, phone number, management contact, and description of work completed. District reserves the right to contact all references. Failure by bidder to provide references with its proposal submittal may result in rejection of proposal by District as nonresponsive. The District reserves the right to obtain from any or all sources information concerning bidders which the District deems pertinent and to consider such information in evaluating the bidder's proposal.

27. Debarment, Suspension, and Other Responsibility Matter. As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed proposal in response to this solicitation is certification that Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Newport Mesa Unified School District will be notified of any change in this status. **Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the proposal due date, or the bidder may be declared as nonresponsive.**

28. Public Information. All materials received by the District in response to this RFP shall be made available to the public. If any part of a bidder's material is proprietary or confidential, the bidder must identify, and so state, and be submitted separate of the proposal documents. Any bidder information used to aid in proposal selection must not be restricted from the public.

29. District's Right to Choose. The District shall be the sole judge as to the requirements needed by their schools, students, and employees for the requested services being provided by the bidder.

30. Buy American - Domestic/Foreign Products. The USDA, Food and Nutrition Services encourages specifications using Federal funds to require 100% domestically grown and processed products. The exceptions to the Buy American requirements that State DOE may consider are:

- a. The product is not produced or manufactured in the U.S. in sufficient quantities and are reasonably available in quantities of a satisfactory quality.
- b. Competitive research and bids reveal the costs of the U.S. product are significantly higher than the non-domestic product

This requirement will be strictly adhered to. Any bidder intending to provide products produced or grown in a foreign country must include such information on their proposal submission. Bidders offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this solicitation. Failure to include such information on the proposal submission can result in product rejection at the bidder's expense. If bidder is quoting on a foreign product, it must be noted on the proposal and the reason for bidding a foreign product must be disclosed.

If a domestic product is not available, the successful bidder must contact the District Nutrition Services Director.

31. Substitution/Inspection. All items delivered to the District shall be subject to inspection and rejection by the District. The District may return at the bidder's expense any item which fails to meet the conditions of the proposal. Such items shall be considered as rejected and promptly replaced by the bidder. No payment shall be required until replacement is complete. Any item or product damaged in shipment may be refused by the District and may be returned at the bidder's expense. The successful bidder understands that substitutions deviating from the Buy American provision will not be accepted unless approved by the District and/or are either of the two (2) exceptions approved by the State DOE.

32. Health Department Report. Bidder must submit a recent copy of a Health Department Report with the proposal documents.

PROPOSAL FORM

Name of Bidder: Produce Services of Los Angeles, Inc.

To: Newport Mesa School District, acting by and through the Board of Trustees, herein called the "DISTRICT."

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Proposals, Calendar of Events, Information for Bidders, Proposal Form, Proposal Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, Certification of Restriction on Lobbying, W-9, Product Formulation Statement for Meat/Meat Alternate, Product Formulation Statement for Grains, Agreement, Tobacco Use Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, General Conditions, Special Provisions, specifications, and all modifications, addenda and amendments, if any (hereinafter Proposal Documents), the local conditions affecting the performance of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Proposal Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

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all in strict conformity with the Proposal Documents, including Addenda Nos. 1, , , on file at the office of the District pursuant to the sums as set forth in the Proposal Form Pricing Sheet.

2. It is understood that the District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposals or in the bidding process. Bidder agrees that this proposal shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The initial term of the Agreement is in full force and effect from **07/01/2025 – 06/30/2026**. The term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to DISTRICT the Agreement and will also furnish and deliver to the District certificates and endorsements of insurance, the Workers' Compensation Certificate, Tobacco Use Policy, Drug-Free Work Place Certification,

and the Criminal Records Check Certification within five (5) calendar days of the notice of award of the Agreement, or as otherwise requested in writing by District.

5. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder as stated in Section 6.

6. The name(s) of all persons interested in the proposal as principals are as follows:

Contact #1	
Position in Company	CFO
Name (Please Type)	Joshua Cruz
Address	725 Merchant Street Los Angeles, Ca 90021
Email	josh@pslainc.com
Phone Number	2136225874

Contact #2	
Position in Company	
Name (Please Type)	
Address	N/A
Email	
Phone Number	

Contact #3	
Position in Company	N/A
Name (Please Type)	N/A
Address	
Email	
Phone Number	

7. The bidder hereby warrants that the bidder has all appropriate licenses and/or permits to perform the work as specified in the proposal documents and that such licenses and permits will be in force and effect throughout the Agreement.

8. In submitting this proposal, the bidder offers and agrees that if the proposal is accepted, it will assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the District pursuant to the proposal. Such assignment shall be made and become effective at the time the District tenders final payment under the contract. (Public Contract Code section 7103.5; Government Code sections 4450, 4451 and

4552).

9. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

10. It is understood and agreed that if requested by District, the bidder shall furnish a notarized financial statement, references, and other information required by District is comprehensive to permit an appraisal of bidder's ability to perform the work.

11. **It is understood and agreed by the bidder that time is of the essence.**

12. The required noncollusion declaration is attached as required by Public Contract Code section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

13. Bidder shall certify compliance in providing the following by checking below:

- ☒ Product Recall Program
 - **A copy of the bidders' Product Recall Program must be submitted with proposal.**
- ☒ Disaster Contingency Plan
 - **A copy of the bidders Disaster Contingency Plan must be submitted with proposal.**
- ☒ Food Security and Safety Program
 - **A copy of the bidders Food Security and Safety Program must be submitted with proposal.**

14. A recent copy of the bidder's health department report is attached hereto.

15. All foods meet the USDA's "All Foods Sold in Schools" Nutrition Standards.

16. Buy American - Domestic/Foreign Products. The USDA, Food and Nutrition Services encourages specifications using Federal funds to require 100% domestically grown and processed products. The exceptions to the Buy American requirements that State DOE may consider are:

- a. The product is not produced or manufactured in the U.S. in sufficient quantities and are reasonably available in quantities of a satisfactory quality.
- b. Competitive research and bids reveal the costs of the U.S. product are significantly higher than the non-domestic product.

This requirement will be strictly adhered to. Any bidder intending to provide products produced or grown in a foreign country must include such information on their proposal submission. Bidders offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this solicitation. Failure to include such information on the proposal submission can result in product rejection at the bidder's expense. If bidder is quoting on a foreign product, it must be noted on the proposal and the reason for bidding a foreign product must be disclosed.

The successful bidder understands that substitutions deviating from the Buy American provision will not be accepted unless approved by the District and/or are either of the two (2) exceptions approved by the State DOE.

17. **Failure to complete the Proposal Form and Proposal Form Pricing Sheet in its entirety may render a bidder nonresponsive.**

18. List of References. Please provide references of school districts and/or any public agencies that bidder has contracted with to provide Fresh Produce.

1. Name: Capistrano Valley School District

Address and Telephone: 32972 Calle Perfecto , CA 92675

949.234.9509

Contact Person: Kristin Hilleman

Description of Product: Fresh Produce

2. Name: Beverly Hills School District

Address and Telephone: 624 North Rexford Drive, Beverly Hills, Ca 90210

8183147129

Contact Person: Heather Oyamo

Description of Product: Fresh Produce

3. Name: Cal Tech Dining Services

Address and Telephone: 1300 SAN PASQUAL, Pasadena, Ca 91125

(626) 395-3439

Contact Person: Frances Yokota

Description of Product: Fresh Produce

4. Name: Options For Learning Head Start District

Address and Telephone: 2934 E. Garvey Ave. South, Suite 301, West Covina, Calif. 91791

6266998070

Contact Person: Noemi Torres

Description of Product: Fresh Produce

5. Name: Accelerated Charter Schools

Address and Telephone: 3914 S. Main Street, Los Angeles, CA 90037

323-235-6343

Contact Person: Andrew Robles

Description of Product: Fresh Produce

PROPOSAL FORM PRICING SHEET

Product specifications are based on products and pack sized currently in use. Alternate pack sizes may be accepted when pack size specified is not available. Some specific brands and specifications shown have been established by the District based on the District's research and expertise, popularity of the food item, and/or brand name recognition; therefore, alternates may not be considered in circumstances where the menu, recipe, or sales may be affected. The District's Nutrition Services Department Director will be the sole judge as to whether such alternate products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District.

**Bidder must submit Nutrition fact label and product label for each item with bid submission.
Bidder shall insert "no bid" for line items will not be bid on.**

Whole Fruit & Vegetable						
Item #	Product Description	Pack Size	Usage	Specifications	Alt Pack Size	Price
1	APPLE, FUJI, XFCY	163 CT/40#	100	Grade # 1 or better, 1/2 cup		27.00
2	APPLE, GALA, XFCY	163 CT/40#	100	Grade # 1 or Better, 1/2 cup		27.00
3	APPLE, RED DEL XFCY	163 CT/40#	100	Grade # 1 or Better, 1/2 cup		27.00
4	BANANA, PETITE, GREEN TIP	40 LB	1300	Grade # 1 or Better		21.00
5	BELLPEPPER, GREEN MED	5 LB	10	Grade # 1 or Better		21.00
6	BELLPEPPER, RED MEDIUM	5 LB	15	Grade # 1 or Better		4.00
7	BELLPEPPER, GREEN CHOICE	5 LB	10	Grade # 1 or Better		5.00
8	BLUEBERRIES	12/6 oz	5	Grade # 1 or Better		23.00
9	CHILE, JALAPENO	1 LB	50	Grade # 1 or Better		1.05
10	CUCUMBER, REGULAR LUG	36 CT	125	Grade # 1 or Better		15.50
11	GREEN ONION	6 CT	12	Grade # 1 or Better		5.95
12	KIWI, 36VF, 108 CT	20 LB	60	Grade # 1 or Better		18.85
13	LEMON, CHOICE	5 LB	20	Grade # 1 or Better		.95
14	MELON, CANTALOUPE	1 CT	20	Grade # 1 or Better		1.95
15	MELON, HONEYDEW	1 CT	20	Grade # 1 or Better		2.95
16	MELON, WATERMELON SEEDLES	EA	20	Grade #1 or Better		7.85
17	NECTARINE, YELLOW/WHITE VF	100 CT	10	Grade #1 or Better		27.50
18	ONION, YELLOW MEDIUM	5 LB	20	Grade #1 or Better		.95
19	ORANGE, NAVEL FANCY	113 CT	50	Grade # 1 or Better		23.50
20	ORANGE, VALENCIA FANCY	113 CT	50	Grade # 1 o Betterr		25.50
21	SNAP PEAS, STRINGLESS	10 LB	250	Grade # 1 o Betterr		32.50
22	MANDARINS	25 LB	50	Grade # 1 o Betterr		32.50
23	PEACH, YELLOW/WHITE VF	25 LB	20	Grade # 1 or Better, 1/2 cup		27.50
24	PEAR, BARTLETT 135CT US#1	135 CT	20	Grade # 1 or Better, 1/2 cup in season, 1/2 cup		43.50

Whole Fruit & Vegetable						
Item #	Product Description	Pack Size	Usage	Specifications	Alt Pack Size	Price
25	PINEAPPLE, COSTA RICAN GOLD	EA	20	Grade # 1 or Better,		23.50
26	PLUM, RED/BLACK VF, 130CT	28 LB	20	Grade # 1 or Better, 1/2 cup in season, 1/2 cup		25.50
27	POTATO, RUSSET 60 COUNT	60 count	5	Grade # 1 or Better		17.50
28	STRAWBERRY, CALIFORNIA	8/1 LB	1250	Grade #1 or Better		24.50
29	TANGERINE, MINNEOLA 125CT	125 CT	3000	Grade #1 or Better		34.50
30	TOMATO, GRAPE CLAM MEDIUM	12/1 PT	225	Grade # 1 or Better		22.50
31	TOMATO, 5X6	FLAT/60 count	100	Grade # 1 or Better		23.85

Processed Fruit & Vegetable						
Item #	Product Description	Pack Size	Usage	Specifications	Alt Pack Size	Price
1	APPLE GREEN, SLICED	100/2oz	50	1/2 cup portion		36.50
2	APPLE RED, SLICED	100/2oz	2000	1/2 cup portion		34.50
3	APPLE GREEN, SLICED	5 LB	300			17.00
4	BABY CARROT, PEELED PETITE/SLIM	5 LB BAG	500	Grade # 1 or Better		6.50
5	BABY CARROT, PEELED	100/2.6 oz	2500	1/2 cup portion		27.50
6	BELLPEPPER GREEN DICED 1/4"	5 LB	5	Grade # 1 or Better		14.75
7	BELLPEPPER RED DICED 1/4"	5 LB	5	Grade # 1 or Better		17.87
8	BELLPEPPER, RED 1/4"-JULIENNE	5 LB	5	Grade # 1 or Better		17.87
9	BROCCOLI, FLORET	4/3LB	120	Grade # 1 or Better		27.00
10	CARROT, COIN 3/16"	5 LB	5	Grade # 1 or Better		7.95
11	CARROT, SHREDDED	5 LB	5	Grade # 1 or Better		7.50
12	CARROT, STICKS 4"x3/8"	5 LB	10	Grade # 1 or Better		7.95
13	CAULIFLOWER, FLORETS	4/3 LB	150	Grade # 1 or Better		36.44
14	CELERY STICKS, 4"x3/8"	4/5 LB	100	Grade # 1 or Better		11.70
15	CUCUMBER, SLICED W/SKIN 3/8"	5 LB	500	Grade # 1 or Better		14.65
16	EDAMAME, SHELLED	4 LB	200	Grade # 1 or Better		15.00
17	GARLIC, MINCED OR CHOPPED	4/1 QT	10			32.50
18	GRAPES, IW	50/2 OZ	100	Grade # 1 or Better		85.00
19	JICAMA, STICKS 4"x3/8"	5 LB	600	Grade # 1 or Better		18.45
20	LEMON JUICE, FRESH	GAL	15	EA		15.50
21	LETTUCE, ROMAINE CHOPPED 1"	6/2 LB	50	Grade # 1 or Better		28.08
22	LETTUCE, GREEN LEAF, FILLETS	2/5 LB	300	Grade # 1 or Better		24.85

Processed Fruit & Vegetable						
Item #	Product Description	Pack Size	Usage	Specifications	Alt Pack Size	Price
23	LETTUCE, SALAD MIX 4-WAY "(ROMAINE/ICEBERG/RED CABBAGE/SHREDDED CARROTS)"	4/5 LB	200	Grade # 1 or Better		5.55
24	LETTUCE, SHREDDED 1/4"	4/5 LB	170	Grade # 1 or Better		4.00
25	MELON, CANTALOUPE, CHUNKS	5 LB	10	Grade # 1 or Better		12.00
26	MELON, HONEYDEW, CHUNKS	5 LB	10	Grade # 1 or Better		13.00
27	MELON, WATERMELON, CHUNKS	5 LB	10	Grade # 1 or Better		15.00
28	ONION YELLOW DICED 1/4"	5 LB	10	Grade # 1 or Better		6.80
29	PINEAPPLE, CHUNKS	5 LB	10	Grade # 1 or Better		16.00
30	PINEAPPLE, SPEAR, IW	50 CT	200	Grade # 1 or Better		29.00
31	PICO DE GALLO	5 LB	50	Grade # 1 or Better		17.50
32	SPINACH, CELLO CLEAN BAG	2.5 LB	320	Grade # 1 or Better		4.50
33	ZUCCHINI, COINED 1/4"	5 LB	400	Grade # 1 or Better		9.55

The undersigned hereby declares that all of the representations of this proposal are made under penalty of perjury under the laws of the State of California.

Individual Name: _____
Signed by: _____
Print Name: N/A
Date: _____
Business Address: _____

Telephone: _____

Partnership Name: _____
Signed by: _____
Print Name: N/A
Date: _____
Business Address: _____

Telephone: _____
Other Partner(s): _____

Corporation Name: Produce Services of Los Angeles, Inc.
(a C Corporation¹)
Business Address: 725 Merchant Street
Los Angeles, Ca 90021

Telephone: 2136225874, President Date: May 15, 2025
Signed by: Michael Presutto, President Date: May 15, 2025
Print Name: Michael Presutto, President Date: May 15, 2025
Signed by: Ted Sartinsky, Secretary Date: May 15, 2025
Print Name: Ted Sartinsky,

Secretary [Seal]



¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer

Name: _____

Signed by: _____, Joint Venturer

Print Name: **N/A** _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____

Print Name: **N/A** _____

Date: _____

Doing Business as: _____

Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____,

Partner Print Name: _____

Date: **N/A** _____

Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed by: _____

Print Name: _____

Title: **N/A** _____

Date: _____

Business Address: _____

Telephone: _____

SAMPLES

Samples of Fresh Produce **will** be required for evaluation and taste testing. Samples will be required to be delivered to the District **at the bidders expense**. Bidders are hereby notified to have samples ready and submitted for prompt evaluation by **May 19, 2025 by 10:00AM**. Requested samples **which cannot** be provided at that time may not be considered for award. All samples should be prepared and presented as they would be served to students.

Sample Requirements:

QUANTITY	PRODUCT	PACK SIZE
3 Packages	APPLE GREEN, SLICED	100/2 oz
1 Bag	CAULIFLOWER, FLEURETTES	5 LB
3 Packages	BABY CARROTS, PEELED	100/2.6 oz
1 Bag	ZUCCHINI, SLICED ¼ "	5 LB
1 Bag	CUCUMBER, SLICED W/SKIN 3/8"	5 LB
1 Bag	JICAMA, STICKS 4"x3/8"	5 LB
1 Bag	BROCCOLI, FLEURETTES	5LB
1 Bag	LETTUCE, SALAD MIX 4-WAY (ROMAINE, ICEBERG/RED CABBAGE/SHREDDED CARROTS)	5 LB
1 Case	BANANA, PETITE GREEN TIP	1 CASE
1 Bag	SPINACH, CELLO CLEAN BAG	2.5 LB
1 Tray	PICO DE GALLO, FRESH	5 LB
1 Bag	PARMESAN, SHREDDED	5 LB
1 Bag	CHEDDAR, MILD, SHREDDED	5 LB
1 Bag	FETA, CRUMBLED	5 LB
1 Case	TOMATO, 5X6	1 CASE
1 Flat	TOMATO, CHERRY	1 FLAT

Taste Testing. The evaluation committee will rate samples based on the following:

Taste/Flavor	Great taste and flavorful	Acceptable	Flavor was not appealing
Appearance of Packaging	Great	Acceptable	Unappealing
Appearance of Food Item	Appetizing	Acceptable	Unappetizing
Aroma/Smell	Wonderful Aroma	Acceptable Aroma	Aroma not appealing/ Unappetizing
Overall Quality	Extremely Acceptable	Acceptable	Unacceptable

PRODUCE PROPOSAL AWARD POINT SYSTEM

The District has chosen to implement a point system to make award(s). This RFP will be awarded in two categories: whole produce and processed produce. The following scoring system will be used in determining which proposals will most closely meet the best interests of the District.

There is a possible score of 100 points, any bidder that scores under 75 points will not be considered.

Cost

The Proposal with the most bid line items with the lowest cost: (highest count):

Lowest Cost Proposal	45
2nd Lowest Cost Proposal	35
3rd Lowest Cost Proposal	25

Criteria/Evaluation (Please see page 25)

Please provide supporting documentation for the criteria/evaluation section.

Rated best able to meet the produce specifications	50
Rated 2nd best able to meet the produce specifications	40
Rated 3rd best able to meet the produce specifications	30

Bid Packet Response

Proposer must submit a bid packet that is complete, which contains all of the requisite forms and attachments.

Able to meet bid packet requirements	5
Not able to meet bid packet requirements	0

Total _____/100

CRITERIA/EVALUATION

Please provide supporting documentation for each section below that demonstrates your ability and capabilities of supporting our district needs.

Criteria	Maximum Points
Delivery Lead Times: The bidders should be able to deliver whole produce with next day delivery. The bidders should be able to deliver processed produce utilizing a two-day lead time.	20
Recovery: The bidder should be able to correct short, incorrect or poor-quality deliveries of whole produce overnight by 7am the following morning. The bidder should be able to correct short, incorrect or poor-quality deliveries of processed produce the same day. Recovery may be rated based on past actual experience with the vendor, responses, references and/or interview.	10
Customer Service: The bidders should demonstrate their ability to promptly respond to requests for information and to resolve complaints and issues. Bidder's customer service staff should be easily accessible for inquiries or issues. Bidder should be able to provide marketing strategies to assist the district in promoting school meal programs. Customer service may be rated based on past actual experience with the vendor, responses, references and/or interview.	10
Taste/acceptability from customers	10
Total	50

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

(Public Contract Code section 7106)

The undersigned declares:

I am the CFO of Produce Services of Los Angeles, Inc., the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or to refrain from bidding. 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. All statements contained in the proposal are true. 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, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true
and correct and that this declaration is executed on May 15, 2025 [date], at Los Angeles [city],
California [state].


Signature

Joshua Cruz
Print Name

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS**

The Produce Services of Los Angeles, Inc. / Michael Presutto

Firm name/principal

certified to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;
2. Have not within a three-year period preceding this proposal been convicted of a or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state, or local) terminated for cause of default?

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT Produce Services of Los Angeles, Inc. / Michael Presutto

Firm name/principal

CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.

Michael Presutto
Signature and Title of Authorized Official

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, Joshua Cruz, hereby certify on behalf (name of offeror) of
Produce Services of Los Angeles, Inc. that:

(Firm name)

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

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

Executed this 15 day of May, 2025.

By Joshua Cruz
(Signature of authorized official)

CFO
(Title of authorized official)

BUY AMERICAN WAIVER EXCEPTION LIST

This documentation is required for all food items that **are not** produced and processed in the U.S. with least 51% of its agricultural food components, by weigh or volume, from the U.S. The Buy America regulations state:

Exceptions. The purchase requirements described in paragraph (a) of this section shall not apply in instances when the recipient agency determines:

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

[53 FR 27476, July 21, 1988, as amended at 58 FR 39122, July 22, 1993; 67 FR 65015, Oct. 23, 2002]

Line Item Number	Description	Domestic Price	Non-Domestic Price (Foreign Product)	Reason for Waiver	Country of Origin
<i>Sample</i>	<i>Sample: Ground Cinnamon</i>	<i>NA</i>		<i>Product is not produced in the U.S. in sufficient and reasonable quantities</i>	
<i>Sample</i>	<i>Sample: Canned Pineapple</i>	<i>\$29.95</i>	<i>\$59.95</i>	<i>U.S. Canned Pineapple is Significantly higher in cost (more than 10%)</i>	

(Copy, complete and sign for additional line items)

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification, the Proposer is acknowledging the Buy American requirements per Instructions and will provide the requested documentation when offer of awarded item has been made to Distributor.

Company: Produce Services of Los Angeles, Inc.

Print Name: Joshua Cruz

Title: CFO

Signature: 

Date: May 15, 2025

CERTIFICATION AND DISCLOSURE STATEMENTS

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

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

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

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

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

Certification Regarding Lobbying

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

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

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

Applicable to Both Certification Statements

- Federal law prohibits SFAs from circumventing the \$100,000 threshold by entering into multiple

contracts; each of which do not equal or exceed \$100,000, but the aggregate amount of all the contracts will equal or exceed \$100,000.

- Contractor must submit completed certifications to the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the Contractor must have submitted current certifications to the SFA.

SFAs with Food Service Management or Consulting Contracts

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

Summary

- ***Suspension and Debarment Certification***

1. The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000.
2. A Contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.
3. The SFA retains certification signed by Contractor with executed contract and maintains it on file.

- ***Certification Regarding Lobbying***

1. SFAs receiving in excess of \$100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.
2. SFAs must obtain this completed certification from any potential or existing Contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds. **Retain** the certifications with bid documents.
3. The **Disclosure of Lobbying Activities** form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of ***Certification Regarding Lobbying***.)

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential Contractor or existing Contractor for all contracts in excess of \$100,000. This form is required each time a bid 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 REVERSE)

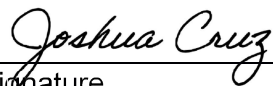
- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.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

Newport Mesa Unified School District
Name of School Food Authority

RFP No. 121-25 Fresh Produce for Food Services
Agreement Number

Potential Contractor or Existing Contractor (Lower Tier Participant):

Joshua Cruz CFO
Printed Name Title

 May 15, 2025
Signature Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

G: SNP: DEBARMENT

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 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 (No. 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 No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

PSLA has not engaged in lobbying activities

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2. Status of Federal Action: a. Bid/offer/application b. Initial Award c. Post-award	3. Report Type: a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
4. Name and Address of Reporting Entity: Prime Subwardee Tier _____, if known Congressional District, if known:	☐ If Reporting Entity in No. 4 is Subwardee, Enter Name and Address of Prime: Congressional District, if known:	
☐ Federal Department/Agency:	☐ Federal Program Name/Description: CDA Number, if applicable:	
☐ Federal Action Number, if known:	☐ Award Amount, if known: \$ _____	
☐ a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):	10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
☐ Amount of Payment (Check all that apply): \$ _____ actual planned	☐ Type of Payment (check all that apply): Retainer One-time fee Commission Contingent Fee Deferred Other; specify: _____	
☐ Form of Payment (check all that apply): Cash In-Kind; specify: Nature _____ Value _____		
☐ Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s) or member(s) contacted, for payment indicated in No.11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No (circle one)		

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: Joshua Cruz

Print Name: Joshua Cruz

Title: CFO

Telephone No: 2136225874

Date: 5/15/2025

Federal Use Only:

Authorized for local reproduction
Standard Form - LLL

GENERAL CONDITIONS

SCOPE OF WORK:

Newport Mesa Unified School District ("District") is seeking vendors interested in supplying fresh produce for the food services department. Only fresh produce meeting the District Nutrition Standards as outlined will be approved. It is the vendor's responsibility to review the wellness policy and be familiar with its contents. **Any product that does not meet District Nutrition Standards will not be considered and may not be delivered at any time.**

1. **ADD/ DELETE LOCATIONS:** The District reserves the right to add or delete locations at its discretion at any time throughout the term of this proposal.
2. **DELIVERIES REFUSED FOR INSUFFICIENT PRODUCT:** The District reserves the right to request the Successful Bidder to correct any deliveries that are deemed unacceptable by Nutrition Services or his/her designee within the time frame specified in the Special Conditions. If the Successful Bidder cannot replace the unacceptable product within the allotted time set forth in the Special Conditions, immediate notification must be made to the Food Services Department to coordinate replacement delivery date and time.
3. **NO MAXIMUM OR MINIMUM QUANTITIES:** The District does not guarantee that a minimum or maximum amount will be purchased. Any quantities specified in this proposal are estimates only. Quantities are subject to change in order to meet the needs of the Nutrition Service Department as well as individual school needs. **No minimum order requirements may be imposed or will be allowed.**
4. **PRICING/EXTENSIONS:** Quoted prices must stay in effect for one (1) year after award of proposal. The District shall grant, upon written request, a price adjustment to compensate for inflation; this adjustment must be requested prior to April 30th of each year for the upcoming renewal year. The adjustment will be effective upon renewal of the contract and shall not exceed the percentage of change in the Consumer Price Index (CPI) for the Los Angeles-Long Beach- Anaheim areas for the period ending March 31st of the given contract renewal.
5. **PRODUCT RECALL:** Successful bidder shall bear the cost incurred by the District resulting from product recall, including but not limited to, any cost initially incurred for storage and transportation; pickup, transportation and storage of recalled product(s); and price differential for replacement product, if necessary and approved by the District. Payment or credit for all cost directly related to product recall shall be made with 30 days.
6. **NO ASSIGNMENT:** The successful bidder shall not assign, transfer, or convey the contract which may be awarded, or any right accruing there-under, title or interest therein, funds to be received hereunder, or any power to execute the same.
7. **POSTPONEMENTS/DELAYS:** The successful Bidder must have a contingency plan in place for immediate recovery should a truck breakdown or other delay(s) occur during any delivery day. If a delay occurs, the successful bidder will be responsible for contacting the Nutrition Services Department and each individual Site Supervisor affected by the delay. It is requested that the successful bidder meet with the Nutrition Services Department Director to outline the proposed delivery routing prior to implementation or upon a change in routes or delivery days.
8. **DELIVERIES:** Deliveries are to be F.O.B. (Free On Board) destination. All deliveries shall require inside delivery and are to be placed in designated areas/coolers, as specified, by the Site Supervisor/designee. Delivery scheduling must be agreed to by the successful bidder and individual Site Supervisor/designee. Their criteria for delivery scheduling will be based on

volume and equipment present at the site. Deliveries will be made daily (Monday through Friday). Any requests to deviate from the Site Supervisor's delivery times, must be made directly to the Nutrition Services Department Director.

9. WARRANTY OF ITEMS/GOODS:

- a) Notwithstanding inspection and acceptance by the District of supplies/goods furnished under the contract or any provision of this contract concerning the conclusiveness thereof, the Successful bidder warrants that:
 - i) All items/goods or services furnished under this contract shall be in accordance with the District specifications as called out in this bid. The successful bidder shall furnish and deliver the quantity designated in the award of the bid. Any items/goods determined by the District's Nutrition Services Department Director to be not in accordance with or conforming to the specifications of the bid, shall be rejected and promptly removed from the District's premises at the successful bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the specifications or contract sample, the cost of such test shall be paid for by the successful bidder.
 - ii) The preservation, packaging, packing and marking, and the preparation for, and method of shipment of such items/goods will conform to the requirements of this contract.
- b) Within a reasonable time, the District may either by written notice, require the prompt correction or replacement of any items/goods or part thereof (including preservation, packaging, packing and marking) that do not conform with the requirements of this contract or retain such items/goods, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Successful bidder shall promptly make appropriate repayment.
- c) When return, correction or replacement is required, the District shall return the items/goods and transportation charges and responsibility for such items/goods while in transit shall be borne by the Successful bidder. However, the successful bidder's liability for such transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under this contract and the Successful bidder's facility and return.
- d) If the Successful bidder fails or refuses to correct or replace the nonconforming items/goods within a period of ten (10) days, the District may, by contract or otherwise, correct or replace them with similar items/goods and charge to the Successful bidder the cost occasioned to the District thereby. In addition, if the Successful bidder fails to furnish timely disposition instructions, the District may dispose of the nonconforming items/goods for the Successful bidder's account in a reasonable manner, in which case, the District is entitled to reimbursement from the Successful bidder or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming items/goods, as well as for excess costs incurred or to be incurred.
- e) Any items/goods or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as items/goods initially delivered.
- f) The rights and remedies of the District provided in this clause are in addition to and do not limit any rights afforded to the District by any other clause of the contract.

10. DEFAULT: If successful bidder fails or neglects to furnish and/or deliver the supplies or services at the prices quoted or at the times and places agreed upon or otherwise fails to comply with the terms, conditions, or specifications of this proposal document in its entirety, the District reserves the right to cancel existing services affected by such default, and procure services from other sources and deduct from any unpaid balance due to the successful bidder. The price paid shall be considered the prevailing market price at the time such purchase is made.
11. FORCE MAJEURE: The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing services by act of God, fire, pandemic, loss or shortage of facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
12. GOVERNING LAW: The laws of the State of California and the County of Orange shall govern all aspects of the proposal.
13. NO WAIVER: No waiver of a breach of any provision of the agreement by the District shall constitute a waiver of any other breach of such provision. Failure of the District and Successful bidder to enforce at any time, or from time to time, any provision of this agreement shall not be construed as a waiver thereof.
14. SEVERABILITY: If any provisions of the agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of this contract, which shall remain valid and enforceable according to its term.
15. INDEPENDENT CONTRACTOR: While engaged in carrying out and complying with the terms and conditions of the Agreement, the successful bidder shall be deemed an independent contractor and not an officer, agent, or employee of the District.
16. DAMAGE TO DISTRICT PROPERTY: The successful bidder shall be fully responsible for any damage to District property caused by its employees. Repairs or replacement, at the option of the District, shall be made by the successful bidder or by the District and charged to the bidder.
17. DRUG AND ALCOHOL TESTING: The successful bidder shall require that all drivers and other individuals who may come in contact with students be subject to drug and alcohol testing in accordance with the requirements of any federal, state, and local laws. The successful bidder shall keep a record of said information and shall provide such information to the District upon request. The successful bidder shall notify the District immediately and in writing whenever any driver has tested positive for drugs or alcohol and shall immediately dismiss the driver from delivering to the District.
18. COMPLIANCE WITH OSHA: Successful bidder agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that successful bidder will indemnify and hold the District harmless for any failure to so conform.
19. DRIVING ON PREMISES: The successful bidder's representative driving motor vehicles on the District's school grounds will use extreme caution, especially when school is in session. Drivers will lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found

unlocked and/or opened, evidence of vandalism, etc., should be reported to the Newport Mesa Unified School District at (714) 424-5000.

20. RECORDS AND AUDIT:

- a) The Successful bidder shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs claimed to have been incurred and anticipated to be incurred for the performance of this Agreement.
- b) The Successful bidder shall preserve and make available its records to the District and/or other representative agencies having a financial interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the District.

The Successful bidder is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.

21. CLAIMS: If the successful bidder shall claim compensation for any damage sustained by reason of the acts of the District or its agents, the successful bidder shall, within five (5) days after sustaining of such damage, make to the District a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained, the successful bidder shall file with the District an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, the successful bidder's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.

SPECIAL CONDITIONS

1. Nutrition Guidelines are based on current Federal and State guidelines and are subject to change during the term of the Agreement.
2. The bidder should be able to correct short, incorrect or poor-quality deliveries of **whole produce** overnight by 7am the following morning. The bidder should be able to correct short, incorrect or poor-quality deliveries of **processed produce** the same day.
3. The bidders should be able to deliver **whole produce** with next-day delivery. The bidders should be able to deliver **processed produce** utilizing a two-day lead time.
4. A complete nutritional fact label for one (1) individual serving including all ingredients and major food allergens used in the preparation of the product will be required. Information regarding school meal pattern requirements met by each product must be provided with the proposal at opening. Products must specify zero grams of trans-fat per serving (Public law no. 111-296, Healthy, Hunger-Free Kids Act of 2010).
5. At least one (1) food item inside each transport unit must be time and temperature checked before departing the successful Bidder's facility. A receipt and/or invoice will be submitted to the site upon delivery which will include the time and temperature details of each unit.
6. The set-up of orders and delivery times may vary per school. Successful bidder(s) must work with the Nutrition Services Department and/or school sites on both set-up and delivery.
7. The storage, preparation, handling, and delivery of the food products shall comply with all applicable health and safety laws and regulations. The successful bidder shall immediately notify the Nutrition Services Director or designee at 714-424-5090 followed by written correspondence of any potential disease, illness, or recalls associated with the food product which stem from improper procedures or defective food product.
8. Delivery slips are required with every delivery; each delivery slip must be signed by the Site Supervisor or their designee and a copy shall be left at the individual schools.
9. The successful bidder(s), if requested, shall be responsible to provide on-site training to school personnel in proper food service handling techniques for dispensing your product.
10. Payments for Fresh Produce may be invoiced after actual delivery to the required destination.
11. All products must be produced, processed, handled and distributed in accordance with the laws and regulations of the Orange County Health Department: The District reserves the right to inspect the plant and facilities of the bidder prior to or after award of contract. The bidder must display a valid Orange County Health Department permit. A recent health department report will be required to be submitted at the time of the proposal opening.
12. Products and packaging stated herein shall be produced under sanitary conditions; the plant shall meet sanitary requirements of Federal, State, County and City agencies. Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.
13. Food delivered individually-portioned, packaged and labeled for sale must have an ingredient

label which lists allergens, if any, and MSG. Packaging must include a tamper-proof seal.

14. For each food item the successful bidder proposes, please deliver a nutrient analysis and a list of ingredients and amount (by weight or volume) in each service
15. No fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.
16. Buy American Provision: Pursuant to 7CFR 201.21(d) and 42 U.S.C. §1760, any public entity, including any school district or community college district, when purchasing food, shall give preference to United State-grown produce and United States-processed foods when there is a choice and it is economically feasible to do so. For purposes of this section, the determination of "economically feasible" should be made by the purchasing public entity, considering the total costs, quantity, and quality of the food and the budget and policies of the entity. Provide justifications for non-domestic products, if any.
17. The successful bidder(s) may utilize monthly pricing sheets which must be emailed to the District on a monthly basis for the duration of the contract.

PUBLIC HEALTH PERMIT

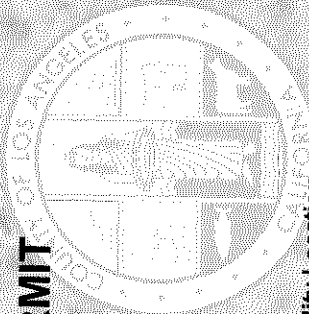


THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES

PUBLIC HEALTH PERMIT

FY 2024/2025

Valid Until 6/30/2025



PR Number: PR0038881

Program ID: PRODUCE SERVICES OF LA

Description: FOOD WAREHOUSE (5,000+) SQ. FT.

Facility Owner - Mail Address

PRESUTTO, MICHAEL

725 MERCHANT

LOS ANGELES, CA 90021-1519

Facility Location
PRODUCE SERVICES OF LA
725 MERCHANT ST
LOS ANGELES, CA 90021



WFL

Recall / Traceability SOP



SUBJECT: Product Trace Program	ISSUE DATE: 01/04/25	NUMBER: 14
Confidential and Proprietary	SUPERSEDES: New	Page 1 of 3

OBJECTIVE:

To be able to trace all products received, storage and sold so we can find them quickly whenever we need to.

PURPOSE:

Traceability of all products is very important to our operations as it provides a rapid means of finding particular products that might be identified as being contaminated and hence a food safety risk to any consumer and hence to our customers.

Traceability records are maintained for all products received, stored and distributed.

In the event of a recall or inquiry about a product, traceability records provide a method by which the origin of the product in question can be determined.

Traceability records are currently kept manually on receiving records and Pick sheets.

SCOPE:

This procedure covers all products we handle.

PROCEDURE:

1. Receiver verifies the Lot numbers on each incoming product using the incoming B-O-L or he records this information if it is not there, along with verifying the supplier's name, product description and quantity.
2. Lot numbers of all products are recorded on the Picking Sheet for each Customer with details on the quantity of each lot number being delivered to each customer.
All of this information is used when invoking a Product Withdrawal or Recall.
3. All receiving records and Pick Sheets are kept for a minimum of 2 years.
4. A test of the ability to trace a product is conducted at least annually in a mock traceability exercise. A test is only considered successful if all of the product can be accounted for within 4 hours.
5. Logs are attached for recording Lot numbers and for conducting the "Mock traceability" exercise.



SUBJECT: Product Trace Program	ISSUE DATE: 01/04/25	NUMBER: 14
Confidential and Proprietary	SUPERSEDES: New	Page 3 of 3

RESPONSIBILITY:

Warehouse Receiver is responsible for ensuring that all product Lot numbers are clearly recorded on the incoming BOLs.

Software is responsible for writing the Lot numbers of all products on the Picking Sheets.

VERIFICATION OF EFFECTIVENESS:-

Warehouse Manager is responsible for conducting a traceability test a minimum of once a year to verify that our product identification and our product trace programs are in place and working effectively.

Revision Record:

Date Revised	Version #	Revised by	Reason for revision
	Initial		Initial document

DEVELOPED BY : Steve Stevens	Date: Jan 3, 2025 Signature: <i>Joshua Cruz</i>
APPROVED BY: Joshua Cruz	Date: Jan 3, 2025 Signature: <i>Joshua Cruz</i>



SUBJECT: Food Security Program	ISSUE DATE: 1/4/25	NUMBER: 8
Confidential and Proprietary	SUPERSEDES: New	Page 1 of 2

OBJECTIVE:

The objective of this policy is to protect our products from any deliberate attempts to contaminate them.

PURPOSE:

Since the incidents of 911 we are aware that potential threats to our nation's food supply are possible and hence we operate everyday with a heightened awareness of this potential.

SCOPE:

As these threats can be internal, as well as from external sources, we are very selective in our hiring practices to ensure that all of our employees have the same commitment as our management to storing and delivering safe and wholesome products.

For additional internal security we have installed cameras.

In addition we have secured our premises by closing our gate after normal hours and locking our facility when not in operation and the use of a security guard;

We have all of our visitors (Contractors, Delivery Drivers, regulators, Visitors, etc.) sign in when entering our facility. They are required to:

- Show A picture ID
- Wear a visitors badge

(Please see attached visitor sign in sheet template)

All incoming shipments are routinely inspected for signs of tampering and our internal self-audits are used to evaluate our facility security.

All of our finished products are shipped to our customers on our own trucks.

VERIFICATION OF EFFECTIVENESS:

The Manager on duty has the responsibility to ensure that the facility is secure and that the Food Defense Policy is in effect and being followed.

Revision Record:

Date Revised	Version #	Revised by	Reason for revision
	Initial		Initial document

DEVELOPED BY : Joshua Cruz	Date: Jan 4, 2025 Signature: <i>Joshua Cruz</i>
APPROVED BY: <i>Joshua Cruz</i>	Date: Jan 4, 2025



SUBJECT: Food Security Program	ISSUE DATE: 1/4/25	NUMBER: 8
Confidential and Proprietary	SUPERSEDES: New	Page 2 of 2
Joshua Cruz	Signature: <i>Joshua Cruz</i>	



SUBJECT: Disaster Contingency Plan	ISSUE DATE: 1/4/25	NUMBER: 8
Confidential and Proprietary	SUPERSEDES: New	Page 1 of 3

PURPOSE:

To establish procedures for preparing, responding to, and recovering from natural or man-made disasters that could impact produce distribution operations, including safety, quality, and continuity of service.

SCOPE:

This SOP applies to all departments and functions within PSLA including receiving, warehousing, transportation, IT systems, and customer service.

Definitions

- Disaster: Any unexpected event causing significant disruption, including natural disasters, power failures, cyberattacks, fires, pandemics, or supply chain failures.
- Emergency Response Team (ERT): A designated group responsible for implementing this SOP.
- Business Continuity: The ability to maintain or quickly resume operations after a disruption.

Responsibilities

Role	Responsibilities
General Manager	Oversees entire disaster response and recovery process
ERT Leader	Activates contingency plan and coordinates emergency actions
Safety Officer	Ensures employee safety, coordinates with emergency services
Operations Manager	Manages facilities, logistics, and asset protection
IT Manager	Protects data, ensures communication and systems continuity
HR/Comms	Handles employee communication and stakeholder updates

Procedure**Risk Assessment & Preparedness**

- Identify and assess risks specific to PSLA
- Maintain up-to-date emergency contact lists
- Secure insurance coverage for business interruption
- Keep emergency kits in key areas (first aid, flashlights, water, tools)
- Backup data regularly to secure cloud-based or offsite servers
- Ensure backup generators or cold storage alternatives are functional
- Train employees on disaster response annually



SUBJECT: Disaster Contingency Plan	ISSUE DATE: 1/4/25	NUMBER: 8
Confidential and Proprietary	SUPERSEDES: New	Page 2 of 3

Disaster Response Steps

Step 1: Detect and Notify

- Any staff who identifies a threat must immediately alert their supervisor and ERT.
- ERT Leader will determine the level of response required.

Step 2: Activate the Plan

- ERT activates the disaster contingency protocol.
- Begin employee check-in and evacuation if required.
- Secure high-risk areas (e.g., refrigeration units, chemical storage).

Step 3: Communicate

- Use internal call tree or emergency app to alert all staff.
- Notify key vendors and customers about any service interruptions.
- Designate an external spokesperson for media inquiries.

Continuity Operations

- Shift operations to secondary facility or temporary workspace if available
- Use alternate suppliers and carriers pre-approved by Procurement
- Prioritize cold storage reactivation and critical IT systems
- Resume order fulfillment and delivery based on revised capabilities

Recovery and Post-Disaster Actions

- Inspect facilities for safety and inventory integrity
- Contact insurance provider and document all losses with photos and logs
- Hold a post-mortem meeting to assess gaps and improvements
- Update this SOP based on incident feedback and audit

Training

- Conduct annual training for all employees on disaster response procedures
- Drill simulations (fire, cyberattack, flood, etc.) must be performed quarterly
- Keep training records on file for inspection and compliance

Records and Documentation

- Emergency contact lists
- Disaster response logs
- Equipment maintenance logs (e.g., generator tests)
- Drill/training attendance sheets
- Insurance and claims documentation
- Incident review reports

Revision Record:

Date Revised	Version #	Revised by	Reason for revision
	Initial		Initial document



SUBJECT: Disaster Contingency Plan	ISSUE DATE: 1/4/25	NUMBER: 8
Confidential and Proprietary	SUPERSEDES: New	Page 3 of 3

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DEVELOPED BY : Joshua Cruz	Date: Jan 4, 2025 Signature: <i>Joshua Cruz</i>
APPROVED BY: Joshua Cruz	Date: Jan 4, 2025 Signature: <i>Joshua Cruz</i>



NEWPORT-MESA UNIFIED SCHOOL DISTRICT

ADDENDUM NO. 1

Fresh Produce for Food Services

BID No. 121-25

NEWPORT-MESA UNIFIED SCHOOL DISTRICT
2985 BEAR ST., BLDG.A
COSTA MESA, CA 92626

05/07/2025

The following revisions and/or clarifications shall be made to the BID documents for the above-named work. All work described in the original BID documents and all applicable Sections of the original BID documents shall be included in the contract, except as herein modified:

Acknowledgement of this Addendum shall be made below and submitted with the BID submission. If acknowledgement is not made the proposal may be considered non-responsive.

1. **Change:** Sample list of items to exclude dairy products

All other provisions of the BID remain unchanged.

BELOW, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND SUBMIT IT WITH YOUR PROPOSAL.

Name:	Joshua Cruz
Signature:	<u>Joshua Cruz</u>
Firm Name:	Produce Services of Los Angeles, Inc.
Address:	725 Merchant Street
	Los Angeles, Ca 90021
Telephone #:	2136225874
Email:	josh@pslainc.com

(END OF ADDENDUM NO.1)

Item#	Product Description (Whole)	Pack Size	Usage	Specifications
1	APPLE, FUJI, XFCY	163 CT/40#	100	Grade # 1 or better, 1/2 cup
2	APPLE, GALA, XFCY	163 CT/40#	100	Grade # 1 or Better, 1/2 cup
3	APPLE, RED DEL XFCY	163 CT/40#	100	Grade # 1 or Better, 1/2 cup
4	BANANA, PETITE, GREEN TIP	40 LB	1300	Grade # 1 or Better
5	BELLPEPPER, GREEN MED	5 LB	10	Grade # 1 or Better
6	BELLPEPPER, RED MEDIUM	5 LB	15	Grade # 1 or Better
7	BELLPEPPER, GREEN CHOICE	5 LB	10	Grade # 1 or Better
8	BLUEBERRIES	12/6 oz	5	Grade # 1 or Better
9	CHILE, JALAPENO	1 LB	50	Grade # 1 or Better
10	CUCUMBER, REGULAR LUG	36 CT	125	Grade # 1 or Better
11	GREEN ONION	6 CT	12	Grade # 1 or Better
12	KIWI, 36VF, 108 CT	20 LB	60	Grade # 1 or Better
13	LEMON, CHOICE	5 LB	20	Grade # 1 or Better
14	MELON, CANTALOUPE	1 CT	20	Grade # 1 or Better
15	MELON, HONEYDEW	1 CT	20	Grade # 1 or Better
16	MELON, WATERMELON SEEDLES	EA	20	Grade #1 or Better
17	NECTARINE, YELLOW/WHITE VF	100 CT	10	Grade #1 or Better
18	ONION, YELLOW MEDIUM	5 LB	20	Grade #1 or Better
19	ORANGE, NAVEL FANCY	113 CT	50	Grade # 1 or Better
20	ORANGE, VALENCIA FANCY	113 CT	50	Grade # 1 o Betterr
21	SNAP PEAS, STRINGLESS	10 LB	250	Grade # 1 o Betterr
22	MANDARINS	25 LB	50	Grade # 1 o Betterr
23	PEACH, YELLOW/WHITE VF	25 LB	20	Grade # 1 or Better, 1/2 cup
24	PEAR, BARTLETT 135CT US#1	135 CT	20	Grade # 1 or Better, 1/2 cup in season, 1/2 cup
25	PINEAPPLE, COSTA RICAN GOLD	EA	20	Grade # 1 or Better
26	PLUM, RED/BLACK VF, 130CT	28 LB	20	Grade # 1 or Better, 1/2 cup in season, 1/2 cup
27	POTATO, RUSSET 60 COUNT	60 count	5	Grade # 1 or Better
28	STRAWBERRY, CALIFORNIA	8/1 LB	1250	Grade #1 or Better
29	TANGERINE, MINNEOLA 125CT	125 CT	3000	Grade #1 or Better
30	TOMATO, GRAPE CLAM MEDIUM	12/1 PT	225	Grade # 1 or Better
31	TOMATO, 5X6	FLAT/60 count	100	Grade # 1 or Better

Alternate Pack Size	Price
	\$27.00
	\$27.00
	\$27.00
	\$21.00
	\$21.00
	\$4.00
	\$5.00
	\$23.00
	\$1.05
	\$15.50
	\$5.95
	\$18.85
	\$0.95
	\$1.95
	\$2.95
	\$7.85
	\$27.50
	\$0.95
	\$23.50
	\$25.50
	\$32.50
	\$32.50
	\$27.50
	\$43.50
	\$23.50
	\$25.50
	\$17.50
	\$24.50
	\$34.50
	\$22.50
	\$23.85