SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

398 B Street, South San Francisco, CA 94080
Phone (650) 877-8700 Fax (650) 583-4717

REQUEST FOR PROPOSAL No. 01-26
FRESH PRODUCE – FRUITS AND VEGETABLES

DATE	Event
April 20, 2026	Distribution of RFP
April 20 & April 27, 2026	Advertise RFP
May 4, 2026 by 1:00 pm	Deadline for Submitting Questions
May 18, 2026 by 1:00 pm	Bids Due
May 18, 2026 1:00 p.m.	Opening of the Bids
June 15, 2026	Award of Contract

Deliver to: South San Francisco Unified School District
District Office
398 B Street
South San Francisco, CA 94080

Contact: Nutrition Services Department
Robert Chan, Director of Nutrition Services
Tel: 650-877-8716; Fax: 650-737-9396
rchan@ssfusd.org

Proposals due at 1:00 pm on May 18, 2026

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SECTION 1: NOTICE CALLING FOR PROPOSALS

RFP NO. 01-26

In accordance with Public Contract Code 20111, notice is hereby given that the South San Francisco Unified School District (SSFUSD) of San Mateo County, California, acting by and through its Governing Board will receive sealed Requests for Proposal (RFP) for the following:

RFP No. 01-26 FRESH PRODUCE

Proposals must be delivered in sealed envelopes marked "**RFP NO. 01-26 FRESH PRODUCE" to Business Services, Attn. Robert Chan, 398 B Street, South San Francisco, CA 94080, up to, but no later than, 1:00 p.m. on Monday May 18, 2026,** at which time they will be opened to check for completeness by representatives of both the Nutritional Services and Business Services departments of said District. All proposals must be submitted on forms furnished by the District.

It is each bidder's sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the bidder unopened. **The South San Francisco Unified School District is not responsible for proposals sent via U.S. Mail, UPS, and Federal Express or by any other delivery service.**

All bidders will be responsible for obtaining any addendums or revisions to the project. Questions or comments regarding this RFP must be put in writing and received by the South San Francisco Unified School District no later than 1:00 pm on May 4, 2026. Questions are to be emailed to rchan@ssfusd.org. The South San Francisco Unified School District shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than as instructed above.

Questions received by this deadline and corresponding answers will be included in an addendum posted under the "Doing Business with SSFUSD" section at: www.ssfusd.org on or before May 8, 2026.

The South San Francisco Unified School District reserves the right to reject any or all proposals and to waive any discrepancy or technicality. Refer to the formal request for proposal documents and specifications for additional information, terms, and conditions. RFP packages are available at no charge; no partial sets will be provided. To obtain an RFP package, visit the "Doing Business with SSFUSD" section at: www.ssfusd.org or email at rchan@ssfusd.org. No proposal may be withdrawn for ninety (90) days.

This institution is an equal opportunity provider.

Robert Chan
Director of Nutrition Services, Business Services

Newspaper: San Mateo County Times
Advertise dates: April 20, 2026 and April 27, 2026

SECTION 2: GENERAL INFORMATION ABOUT THE DISTRICT

The South San Francisco Unified School District is located in San Mateo County and has a projected student enrollment for the 2026-2027 school year of approximately 8,000 students. The District has 1 production site that serves 4,500 meals per day. The District is seeking proposals from qualified companies to procure and deliver fresh produce to the production site. This RFP defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.

The District is committed to offering seasonal menu items and purchasing from local farmers whenever possible. Bidders should be making an effort to procure and offer California grown produce to schools and indicate these products on price lists and invoices. The District prefers locally grown products whenever possible and has a goal of procuring, at minimum, 50% locally grown and produced. The District's definition of local is products grown within a 200 mile radius of South San Francisco, CA.

The District is seeking to:

1. Ensure that students are receiving high quality produce
2. Purchase high quality produce at the best possible price
3. Offer more produce that is locally grown
4. Utilize the expertise of our produce vendor to incorporate produce items that are in season, through maintained vendor communication regarding produce availability and market conditions,
5. Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing fresh fruits and vegetables,
6. Partner with a produce vendor that will provide excellent customer service.

SECTION 3: BID INSTRUCTIONS AND GENERAL REQUIREMENTS

1. **Buy American Provision** – The District participates in the National School Lunch Program and is required to ensure that food purchased, for use in school meals, meet the requirements of the Buy American Provision which require school food service authorities to purchase to the maximum extent practicable, domestic commodities or products. A domestic commodity or product is defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities produced in the United States. The provision further defines "substantially" to mean over 51% from American products (7 CFR Part 210.21(d))**.**

2. **Deadline for Receipt of RFPs** – Bids shall be delivered to the South San Francisco Unified School District, on or before the day and hour set for the opening of the Bids. Bids shall be submitted on the printed form provided by the District and placed in a sealed envelope to: **398 B Street South San Francisco, CA 94080**. Any Bid received after the scheduled closing time in the Notice to Bidders shall be unopened. All unsigned Bids will be rejected. After the Bids are opened at the designated time, no commitment will be made at that time until all Bids are evaluated for pricing, specifications and other pertinent information.

3. **The RFP** – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. Unsigned Bids will not be accepted. FAX copies of Bids will not be accepted for formal advertised RFPs.

   A copy of the "Itemized Bid List" document must be saved on a "**data storage device**" and submitted with the RFP. This data storage device will not be returned.

   Terms of agreement – The term of this agreement will be from July 1, 2026 through June 30, 2027.

4. **Responsibility** – Bidders are solely responsible for ensuring their bid is received by the District in accordance with the solicitation requirements before the date and time specified in the RFP, and at the place specified. The District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery.

5. **HAACP Plan or Food Security and Safety Program** – The Successful Bidder(s) shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the Bidder's Hazard Analysis Critical Control (HACCP) system or Food Safety and Security Program must be submitted with its proposal. The Successful Bidder(s) shall provide products from manufactures with a HACCP system in place. The Successful Bidder(s) shall ensure all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the state of California, and/or Federal Government, whichever is higher.

   In the event of a product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be

submitted with proposal (HACCP Plan OR Food Security and Safety Program including Pest Control Policy & Recall Procedures).
ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PRODUCT QUALITY CONTROL PARAMETERS WILL BE REJECTED.

6. **Drug Free Workplace Certificate** – In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the Successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The Successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the Successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the Successful Bidder.

SECTION 4: DISTRICT EVALUATION/SELECTION PROCESS

1. **Basis for Selection** – The responsiveness, competency and responsibility of Bidders and of their proposed subcontractors will be considered in making the award of contract. Any Bidder before being awarded a contract may be required to furnish evidence to the District that the Bidder has sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The District reserves the right to reject the Bid of any Bidders as not responsible and not qualified to do the particular work under consideration who have previously failed to perform properly or to complete on time contracts with the District of a nature similar to this project. A responsive Bid is one that meets all terms, conditions, and specifications of the Bid. The Successful Bid must comply with the content requirements of the Bid documents. The Bidder must perform and do what the Bid documents and contract requirements say they must do, whether it be pricing in a certain way, attending a mandatory pre-bid conference, providing bonds, etc. A Bid which substantially conforms, though not strictly responsive, to a call for Bids may be accepted if the variance cannot have affected the amount of the Bid or given a Bidder an advantage or benefit not allowed other Bidders, or, in other words, if the variance is inconsequential. **The South San Francisco Unified School District reserves the right to reject any and all Bids or alternatives and waive any informality or irregularity in the Bids or in the bidding, and to determine responsiveness and responsibility of Bidder, including but not limited to those areas mentioned above. The South San Francisco Unified School District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever.**

2. **Evaluation/Award** – The District intends to select one of the Bidders—but reserves the right to select no Bidder or more than one Bidder (on an item-by-item basis)—that best meet(s) the District's needs to perform the Services as described in this RFP. From the Bidders that provide Proposals to the District, the District may, at its discretion, interview some or all of those Bidders. One or more Bidders may be selected ("Successful Bidder"). The Successful Bidder will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies and a proven track record of success for these types of Services. Proposals will be evaluated separately and will be awarded to one or more Bidders based on the highest scored Bid.

3. **Previous Performance** – Bidders are advised that the District reserves the right to reject a Bid from a Bidder that cannot demonstrate the ability to provide the goods or services required. Bidders who have demonstrated unsatisfactory performance may be subject to disqualification as a responsible Bidder submitting a Bid, thereby disqualifying the bidder from contract award.

Evaluation Criteria	**Description and Points Awarded**	**Points Based On**	**Max. Points**
Pricing	**25 Points**: Lowest priced bid. **20 Points**: Second lowest priced bid. **15 Points**: Third lowest priced bid.	Itemized Bid List	25
Service, Satisfaction, and Previous Performance	**20 Points**: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: •Prompt responses and satisfactory resolution to requests for information and complaints & issues •Courtesy and responsiveness to all district personnel at all times •Ready access to decision-making executives and assigned point of contact. •Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. **0 Points**: References and/or vendor questionnaire that demonstrate poor performance or inability to meet criteria described above.	•Reference forms •Responses to Vendor Questionnaire – #4, #6, #7, #8, #9, #14, #15, and #16	20
Delivery	**20 Points**: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. **15 Points**: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery **0 Points**: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	•Reference forms •Responses to Vendor Questionnaire – #1, #2, #3, #7, #8	20
Safety Records and Controls	**10 Points**: Proposing Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: •Proposer's staff are properly and regularly trained in current safety procedures •The proposer's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. •If needed, the proposer's record-keeping program is such that the proposer would be able	•HACCP Plan or Food Security and Safety Program •Reference forms •Responses to Vendor Questionnaire – #3, #11	10

	to promptly trace any product to its original supplier and source of origin. •Proposing Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. **0 Points**: Unable to meet or provide above specified criteria.		
Technology and Reports	**10 Points**: Availability of online ordering with order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. **7 Points**: Availability of placing e-mail orders with order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. **3 Points**: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements. **0 Points**: Unable to provide e-mail or online ordering.	•Responses to Vendor Questionnaire – #5, #10	10
Local Sourcing	**10 Points**: Ability to provide 50% or more products sourced within 200 miles. **7 Points**: Ability to provide 30-49% of products sourced within 200 miles. **3 Points**: Ability to provide 20-29% of products sourced within 200 miles. **0 Points**: Unable to source more than 19% of products within 200 miles.	•Responses to Vendor Questionnaire – #12, #13	10
Reporting and Tracking Mechanisms	**5 Points**: Can currently produce reports to show % of local products provided, including farm name and origin. **4 Points**: Can currently produce reports to show % of local products provided. **3 Points**: Is willing to develop reporting/tracking mechanisms. **0 Points**: Cannot produce reporting/tracking mechanisms.	•Responses to Vendor Questionnaire – #13	5
TOTAL POINTS:			100

SECTION 5: TERMS AND CONDITIONS

1. **Acceptance of Bids** – The District reserves the right to reject any or all Bids and to select individual items. Bids may be rejected on grounds of non-responsiveness or non-responsibility. The District does **NOT** guarantee that all items shown on this Bid will be purchased. The right is reserved to purchase additional quantities at the Bid prices during the period this Bid is in force. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the District. The District reserves the right to reject any or all bids or waive any irregularities or informalities in any bids or in the bidding.

2. **Addendum** – Any and all changes to this contract must be made in writing and agreed to by the South San Francisco Unified School District. Performance by the Successful Bidder will be considered agreement with the terms of this contract.

3. **Alteration of Bid Text** – Changes in or additions to the Bid, as well as any attachments, amendments or other official correspondence related to this Bid may not be manually, electronically or otherwise altered by Bidder or Bidder's agent(s). Recapitulations of the work proposed upon, alternative Bids, or any other modification of the Bid which is not specifically called for in the award agreement documents may result in the District's rejection of the Bid as not being responsive to the invitation to Bid. No oral or telephonic modification of any Bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of Bids.

4. **Anti-discrimination** – Bidder shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet Federal and State guidelines. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

5. **Assignment of Rights or Obligations** – Successful Bidder may not assign, transfer, or sell any rights or obligations resulting from this Bid without first obtaining the specific written consent of the South San Francisco Unified School District. The Successful Bidder shall not assign or subcontract the work or any part thereof, without the previous written consent of the District, nor shall he assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the District has been obtained. No right under this contract, or claim for any money due or to become due hereunder shall be assessed against the District or persons acting for the District, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the District. In case the contractor is permitted to assign monies due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of materials supplied for the performance of the work.

6. **Authority of the South San Francisco Unified School District** – Subject to the power and authority of the District as provided by law in this contract, the District shall in all cases determine the quantity, quality, and acceptability of the materials and supplies for which payment is to be made under this contract. The District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the Bidder hereunder.

7. **Authorized Distributor** – Successful Bidder must be an Authorized Distributor for the product offered, or with Bidder's quote, Bidder must submit documentation from an Authorized Distributor from whom Bidder has purchased the specified materials.

8. **"Best Served On" Information** – The District requests that the Successful Bidder provides a "best served on" date or "use by date" for any pre-cut or processed products. Adequate use of time is requested and distributor shall follow appropriate procedures for First In, First Out (FIFO) stock rotation system. The distributor agrees to permit inspection of delivered items and the right of rejection of inferior merchandise.

9. **Bid Negotiations** – A Bid response to any specific item of this Bid with terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive to that specific item.

10. **California Public Records Act** – Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Bidder that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Bidder agrees, by submission of its response for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

11. **Cancellation of Contract** – The District may cancel this contract without cause at any time by giving thirty (30) days' written notice to the Successful Bidder. The District may cancel this contract with cause at any time by giving ten (10) days' written notice to the Successful Bidder. Cancellation for cause shall be at the discretion of the District and shall be, but is not limited to, failure to supply the materials, equipment, or service specified within the time allowed or within the terms, conditions, or provisions of this contract. The Successful Bidder may not cancel this contract without prior written consent of the District.

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

13. **Cancellation of Solicitation** – The District may cancel this solicitation at any time.

14. **Clarification, Corrections or Changes to Specifications** – All clarifications, corrections, or changes to the solicitation documents will be made by Addendum only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or in email. Interpretations, corrections, and changes shall not be binding unless made by the Addendum. All Addenda issued shall become part of the Agreement documents. Addenda will be sent to all known solicitation holders by email or

U.S. mail. It is the Bidder's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

15. **Competency of Bidders Submitting a Bid** – No Bid will be accepted from or contract awarded to a contractor who is not licensed in accordance with the law, to whom a proposal form has not been issued by the District and who has successfully performed on projects of similar character and scope to the proposed work. A representative of the District, prior to contract award may examine the business premises of any Bidder submitting a Bid. Bidders submitting a Bid shall agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of an awarded contract. It will be the responsibility of the contractor to obtain any clearances necessary for completion of the contract.

16. **Compliance with Fair Employment Practice Act** – Bidder agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract, or any subcontract hereunder, no Contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

17. **Compliance with OSHA** – Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the District harmless for any failure to so conform.

18. **Contract Incorporation** – This contract embodies the entire contract between the South San Francisco Unified School District and the Bidder. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittal, supplemental agreements, and any and all written agreements which alter, amend or extend the contract.

19. **Contract Renewal** – This contract is deemed to be a Contract for Products and Services. Under the California Education Code Article 3, Section 17596, "Continuing contracts for work to be done, services to be performed or for apparatus or equipment to be furnished, sold, built, installed or repaired for the district, or for materials or supplies to be furnished or sold to the district(s) may be made with an accepted Distributor as follows: for work or services for apparatus or equipment, not to exceed five years; for materials or supplies not to exceed three years." If mutually agreeable, the District reserves the right to renew the contract for two (2) additional twelve (12) month periods not to exceed three (3) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the Distributor, in writing, thirty (30) days prior to the expiration of the contract.

20. **Cost of Bid Preparation** – Cost of preparation of the response to this RFP is solely the responsibility of the Bidder submitting a Bid. The District accepts or implies no liability in the cost of preparation.

21. **Damage** – The Successful Bidder shall be held responsible for any breakage, loss of the District's equipment or supplies through negligence of the Successful Bidder or Successful

Bidder's employee while working on the District's premises. The Successful Bidder shall be responsible for restoring/replacing any equipment, facilities, etc., so damaged. The

Successful Bidder shall immediately report to the District any damages to the premises resulting from services performed under this contract.

22. **Definitions** – Responsible: a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive: a RFP which meets all of the specifications set forth in the RFP.

23. **Delivery Vehicle Conditions** – All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

24. **Discontinued Items and Product Substitution** – In the event an item awarded under this contract is discontinued, the Successful Bidder is required to notify the South San Francisco Unified School District's Purchasing Technician immediately. Contract items that are discontinued by their manufacturer during the term of the contract may be substituted with a same or similar item only if it is equal or exceeds the specifications of the original item. Successful Bidder must submit written documentation via email or hard copy from the manufacturer of discontinuation and a sample of the substituted item. The District will not allow substitutions without prior approval. The substitute item shall then be evaluated by the Nutrition Services Director to determine if the substitute item is an equivalent of the specified item. Additionally, the price of any authorized substitute product must be equal to or less than the contracted price of the item being replaced. Authorization of a substitute product shall be the sole discretion and with authorization/approval of the Nutrition Services Director.

25. **District Requirements** – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the RFP and required during the contract period shall be ordered and purchased from the Successful Bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period.

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

27. **Environmental Protection Agency Compliance** – In performance of this contract, the Bidder and District shall comply with all applicable standards, orders or regulations issued

pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). [2 CFR 200 Appendix II(G)]

28. **Errors and Corrections** – The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures/initials of the person or persons signing the Bid. Correction of

any such errors shall be made prior to the Bid opening only. In the event of inconsistency between words and figures in the Bid price, words shall control figures. In the event that the

District determines that any Bid is unintelligible, inconsistent or ambiguous, the District may reject such Bid as not being responsive. The Bid cannot be corrected after the Bid opening.

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

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

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

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

33. **FOB Destination Pricing** – All shipments shall be made FOB destination, South San Francisco, California. FOB destination indicates that the seller is responsible for shipment until it is tendered to the District. The District will not pay for shipping and handling, nor shall the District pay for any fuel surcharges that are not indicated herein. If the material is not

received within the time specified for delivery, it will be received at the discretion or the District. Should it be necessary to refuse delivery of any material contained in the Bid document, the Bidder shall be responsible for the cost of retrieving the merchandise in question.

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

35. **Formation of Contract** – Proposer's signed Proposal and District's written acceptance shall constitute a binding contract.

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

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

38. **Inspection of Products Furnished** – All items furnished shall be subject to inspection and rejection by the District for spoilage defects, or non-compliance with the specifications. If a product is rejected at time of delivery, a credit is to be issued for the product. A notice of products failing to meet specifications may result in contract termination. **NO COLD STORAGE ITEMS WILL BE ACCEPTED.**

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

40. **Invoicing** – Invoices for goods delivered against any contract or purchase order must be itemized and all applicable discounts identified. Invoices must include the Purchase Order number on each invoice.

41. **Laws Governing the Contract** – This contract shall be in accordance with the laws of the State of California. Parties further stipulate that this contract was entered into in the County of San Mateo and the State of California is the only appropriate forum for any litigation resulting from breach hereof or any questions arising herefrom.

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

43. **Liquidated Damages** – The District shall hold the Successful Bidder liable and responsible for all damages, which may be sustained because of the Successful Bidder's failure to comply with any condition herein. Additional cost accrued by the District through this purchase will be deducted from any unpaid invoices.

44. **Material Priced Incorrectly** – As a condition of any award resulting from this Request for Proposals, Successful Bidder(s) shall discount all transactions as agreed. In the event the District discovers through its contract monitoring process or formal auditing process, that material was priced incorrectly, Successful Bidder(s) agrees to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the noncompliance.

45. **Order Discrepancies** – Upon notification by the District, the Successful Bidder shall correct/resolve any shipping discrepancy no later than forty-eight (48) hours from the time of delivery to the ordering location, at no additional cost to the District.

46. **Packing, Crating, Cartage** – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District's request. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

47. **Payment** – (a) Bidder shall state payment terms offered. (b) Payment will be made on the pay period after receipt and acceptance of goods and/or services and upon department confirmation of such acceptance.

48. **Penalties** –When any Successful Bidder shall deliver any product which does not conform to the specifications, the District may, at its option, annul and set aside the Contract entered into with said Successful Bidder, either in whole or part, and make and enter into a new Contract in accordance with law for furnishing such article or articles so agreed to be furnished.

49. **Performance Notification** – In the event Successful Bidder is unable to perform any or its entire obligation under this contract or Successful Bidder is able to foresee a potential issue (i.e., system failure) that will impact the quality or quantity of the scope of work, services or

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

50. **Post award Meeting –** Prior to performing any work or providing any services specified on this Contract, the Successful Bidder may be required to meet with the Nutrition Services Director for the purpose of reviewing the products and services offered herein, determining milestones regarding the District's expectations, and to discuss any issues related to the execution of this RFP. The Successful Bidder shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this Contract. The District will approve all materials associated with this RFP.

51. **Product Quality Controls –** All products must follow the specifications indicated. All products must be fresh and US grade 1 or better, unless otherwise specified. All processed fruits and vegetables must be sealed in airtight packaging. In the event of product quality failure including but not limited to off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture, evidence of freezing, or otherwise unusable product factors, provisions must be made for pick up, exchange and issuance of appropriate credit. Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings.

    a. Packaging
    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. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

    b. "Best Served On" Information
    In the interest of serving the highest quality of produce to students, the District requests that the Distributor provide a "Best Served On" date listed on the package for all cut produce purchased. This "Best-Served On" date will assist menu planners in placing produce on optimal days of the week to maximize produce freshness. Distributor shall follow appropriate procedures for First in First out (FIFO) stock rotation system.

    All products are to be prepared and packaged **WITHOUT ADDED SULFITES OR PRESERVATIVES** and **WITHOUT USING COLD STORAGE** – signed certification form guaranteeing this requirement must be included in the awarded vendor's response.

52. **Refrigeration** – All produce that is required to be delivered refrigerated shall be delivered in refrigerated trucks maintaining goods at between 32 and 38 degrees Fahrenheit. Temperature logs must be provided as requested by the district.

53. **Right to Inspect Successful Bidder Facilities** – The District reserves the right to inspect the Successful Bidder's facilities prior to award of contract and/or during the term of the contract and if representatives of the District determine after such inspection that the Successful Bidder is not capable of performance satisfactory to the District, the Bid will not be considered or the Agreement can be cancelled.

54. **Safety and Sanitation** – All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety. The Successful

Bidder shall provide Material Safety Data Sheets (MSDS) upon request by the District. During all stages of processing, distribution, storage and delivery, products shall be kept in an environment to maintain freshness, quality, shelf life and nutritional value and be in accordance with current USDA guidelines and safe food handling practices. The District will only receive product that meets all food safety and sanitation requirements; therefore, the District may at any time:

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

55. **Severability** – If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

56. **Specifications, Changes to** – The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced in writing and signed by both parties.

57. **Substitutions** – All Bidders must conform to the specifications set forth in these Bid documents. The District reserves the right to reject all Bids that do not conform to the specifications. Do not use "as specified" in responding to this requirement. At a minimum, descriptive technical literature fully describing the claimed "as equal" product must be attached to the Bid. Suitability and valuation of "equal" rests in the sole discretion of the District.

58. **Taxes** – No bid shall include Federal Excise Tax, as the District is exempt from such tax and will furnish appropriate tax exemption certificates. The Successful Bidder shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

59. **Terms of the Offer** – South San Francisco Unified School District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District.

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

61. **Withdrawal of Bid** – Any claim by a Bidder of error in its Bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Any Vendor may withdraw his proposal by written request at any time prior to the scheduled closing time for the receipt of proposals.

SECTION 6: FINANCIAL & PRODUCT SPECIFICATIONS

PRICING

Provide a detailed **Statement of Pricing** for produce to be provided. Confirm that Bidder will provide best pricing based on type of item and quantity and that such pricing shall not exceed the actual cost plus fixed fee stated. Bidder shall provide evidence and documentation of cost (at invoice price) to the District upon the District's request Bidder must indicate item name, variety of item offered, description of item offered, origin, prices and any additional notes pertaining to each item. Errors in price computations will not excuse Bidder from holding price. Successful Bidder will submit variations in market pricing to Robert Chan, Nutrition Services Director, at least seven (7) days in advance of delivery for approval.

1. **Pricing Terms** – Prices proposed for all items will be for the period July 1, 2026 through June 30, 2027. The Bidder certifies that the District will be given the benefit of any lower prices or price decreases during the term of the contract. The Bidder shall give the District the immediate advantage of such a decrease and inform the District of the decrease. All orders placed by the District will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

2. **Itemized Bid List** – The District's Itemized Bid List is attached hereto and incorporated herein by this reference as "**Attachment 16**". If the District requests a standard/commodity variety, then the District will accept a range of varieties. If the District requests a specialty variety, then the District will only accept the variety listed or comparable substitute varieties. The "Notes" section should be used to indicate if the item bidded is a special order, requires a minimum purchase, is a market item or is an alternate to what was listed. Bids need to include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price). Note in the origin column the origin of all canned fruit and vegetables bids. In the same column, note any product that is grown/produced and packaged in California. Bidder is responsible for converting any differences in pack size to the same total volume as requested. A copy of the "Itemized Bid List" document must be saved on a data storage device and submitted with the RFP. This data storage device will not be returned.

    a. **Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods** – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be

    b. considered an unallowable cost. The USDA recommends limiting the additional costs to 5 ─ 10 percent of the estimated value of the contract.

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

    d. **Weekly pricing -** Weekly produce prices are due every Friday, except when school is closed. On Friday, prices may be made available online, faxed, or emailed by 12:00

noon (PST). Each copy must show the Distributor's Company name, date and phone number.

e. **Accounting -** Invoices must be furnished at time of delivery and include delivery site, product name, quantity, unit size, and unit price. The original invoice must be signed by the individual receiving the product and is to be left for the Nutrition Services lead. An invoice signed by the Nutrition Services lead or designee is required in order for the invoice to be processed for payment. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued within seven (7) calendar days.

   Statements for all goods purchased within a calendar month shall be made available. Statements should be sent by the 5th of the month following the month of purchase to SSFUSD Nutrition Services, 398 B St., South San Francisco, CA 94080 or by e-mail at mben@ssfusd.org. Orders which are not for the Nutrition Services Program (i.e. PTA, Home and School Clubs, Student Groups, etc.) will be identified and billed directly to the organization and in no way obligates the Nutrition Services Department of the South San Francisco Unified School District.

f. **Ordering -** Successful Distributor will have the ability to receive orders using an on-line ordering system or by email and will provide order confirmations within 1 business day of receiving orders. Orders will be placed at least 4 business days in advance of requested delivery date. (i.e., Friday order for Thursday delivery). Distributors shall include detailed ordering instructions with Proposal.

g. **Velocity reports -** Successful distributor will have the ability to provide Velocity Reports to the District upon Request.

h. **Mergers, acquisitions, or buyout -** In the event that the awarded distributor sells the company or merges with another company, current contract conditions must remain the same as awarded. Contracts will not be renegotiated due to a merger, acquisition, or buyout.

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

LOCALLY GROWN PRODUCTS

The District prefers locally-grown products whenever possible and has a goal of procuring, at minimum, 40% of produce locally. The district's definition of local includes two tiers: 1) Grown within a 200 mile radius from South San Francisco, CA 2) Grown within the state of California. If California or U.S. grown produce is not available in sufficient quantities to provide affordability, then only produce inspected and approved by USDA is acceptable. The District may order locally-grown products directly from growers if the quality is superior and/or the price lower and/or the produce cannot be provided by the successful bidder.

SECTION 7: DELIVERY REQUIREMENTS AND LOCATIONS

Delivery Specifications – The Successful Bidder will partner with the District over the term of the contract resulting from this RFP to procure and deliver fresh produce to the District. Delivery to the District's designated facility must be completed within the designated delivery timeframe; on the designated delivery days as indicated below. District reserves the right to designate an alternate delivery location if designated site is unable to receive deliveries for any reason. The District also reserves the right to revise delivery times as required.

Facility Renovation: Delivery Exception

The District's Central Kitchen is currently out of commission due to a major renovation project. This project is expected to conclude prior to the start of the 2026-2027 School Year. During this transition, the following delivery protocols will apply:

1. **Initial Delivery Point:** All initial deliveries under this contract will be directed to the **District Warehouse** (see picture below) until further notice.

2. **Facility Transition:** Once the Central Kitchen is operational, the District will provide the Vendor with a minimum of **fourteen (14) calendar days'** written notice to redirect all future deliveries to the newly renovated Central Kitchen site.

3. **Construction Delays:** Should the renovation extend beyond the projected completion date, the Vendor shall continue delivering to the District Warehouse until the Central Kitchen is officially cleared for receiving.

- **Delivery Address**:
  398 B Street,
  South San Francisco, CA 94080

- **Delivery Frequency**:
  Twice a week,

- **Preferred Days:**
  Monday, Wednesday or Friday

- **Delivery Timeframe**:
  6 am – 7: 00 am /
  11:30 am – 1:30 pm

Upon official notice to transition, or for the duration of the operational period, the following specifications apply:

- **Delivery Address**:
  SSFUSD Central Kitchen
  @ El Camino High School
  1320 Mission Road
  South San Francisco, CA 94080

- **Delivery Frequency**:
  Twice a week

- **Preferred Days:**
  Monday, Wednesday, Friday

- **Delivery Timeframe**:
  6 am – 7: 00 am /
  8:30 am – 10 am /
  11 am – 1 pm

The Google image to the left shows the three District Nutrition Services' vehicles at the dock. Door marked with an "X" is the Central Kitchen Walk-in Refrigerator.

1. **LATE** deliveries **WILL NOT** be accepted and it will be the Distributor's responsibility to arrange an alternate delivery time by immediately contacting the Nutrition Services Department at (650) 877-8716. Time of delivery is a critical component of the RFP and must be adhered to – **NO exceptions**.

2. **No dark drops**. Deliveries must be signed for and all products must be delivered directly into Central Kitchen walk-in refrigerator. No delivery during school holidays and vacations and no delivery on Saturday or Sunday. (Upon award Nutritional Services to provide vendor with school vacation and holiday schedules).

3. **Loading Dock:** The District's Central Kitchen is equipped with a loading dock capable of handling 48 foot trailers and due to the size constraint of the loading dock the District is unable to accept deliveries from trailers of larger size or more than one 48 foot trailer at a time. The loading dock height is from 27-28". Please note that a dock plate is not provided.

4. **Background Information**: Delivery timeframes are arranged so as to NOT coincide with the hours that the District Nutrition Services' delivery trucks are docked for loading. All meals are delivered daily by the District delivery trucks from our Central Kitchen to the 19 sites serviced by the District. If the Distributor's trucks are unable to vacate the dock before 7:30 a.m. this will cause an immediate disruption in District meal service operations. The District strives to always provide timely meal delivery to all sites and therefore requests Distributor cooperation to assure the District meets this goal on a daily basis.

5. **Order conditions/delivery minimums:** There shall be no minimums in dollar volume or case counts. The District shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

6. **Delivery / fuel surcharges / taxes:** Absolutely no delivery/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. Unless otherwise definitely specified, the prices quoted herein do not include sales, use, or other taxes.

7. **The school district Nutrition Services Department does not pay federal excise taxes. Do not include these taxes in your proposal price, but do indicate on the proposal of the bid the amount of any tax. The Nutrition Services Department will furnish an exemption certificate in lieu of such tax.

INSURANCE

1. **Limited Indemnification and Hold Harmless:** Bidder and its agents, officers and employees shall defend, indemnify, and hold harmless South San Francisco Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which the District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of Bidder in the performance of and in accordance with the terms of the Agreement entered into between Bidder and the District. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

2. **Minimum Insurance/Coverage:** South San Francisco Unified School District and Bidder agree to purchase and/or maintain through the duration of this agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than $2,000,000 per claim/occurrence, and $4,000,000 in the aggregate. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this agreement. For the acts and activities contemplated by this agreement, at a minimum, the following shall be provided:

    a. **Commercial General Liability Insurance:** Bidder shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by Bidder. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance It is preferred that such carriers will have a financial rating of at least “A,11” status as rated in the most recent edition of Best’s Insurance Reports or as amended agreement between South San Francisco Unified School District and Bidder. All policies shall contain a provision requiring thirty (30) days written notice to be given to the District prior to cancellation, modification, or reduction of limits.

    b. **Additional Insured Endorsement:** South San Francisco Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects

the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "South San Francisco Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement."

c. **Primary Insurance Endorsement**: In addition to the "Additional Insured" as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Such insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the South San Francisco Unified School District, its elected and appointed officers, agents, employees, Bidders and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."
d. **Certificate of Insurance:** Prior to commencing services pursuant to this Agreement, Bidder shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Bidder's insurance provider. Such certificate shall include the Endorsements described in this Agreement as attachments.
e. **Workers' Compensation:** Bidder shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement." Prior to commencing services pursuant to this Agreement, Bidder shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of Bidder's insurance provider.
f. **Injury and Illness Prevention:** Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement." The Injury and Illness Prevention Plan shall be available to South San Francisco Unified SchoolDistrict upon request
g. **Commercial Automobile Liability:** If Bidder is going to operate a vehicle on South San Francisco Unified School District property or transport students in any capacity. Limits of liability shall include a minimum of $1,000,000 combined single limit.
h. **Survivability:** The parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties' actual of alleged performance or non- performance of their respective rights, privileges, or obligations existing under this agreement.
i. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

REQUEST FOR PROPOSAL SIGNATURE PAGE (Attachment 1)

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

VENDOR QUESTIONNAIRE (Attachment 2)

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

1. Will you be able to meet the specified delivery timeframe? □ Yes □ No

2. Will you be able to provide delivery twice a week? □ Yes □ No
   Please indicate delivery days:

3. What is the current make up of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.

4. Please describe how you will communicate ongoing produce market updates and information regarding produce availability to identify best priced seasonal products.

5. Can orders be placed online or by e-mail? Please describe ordering procedures.

6. What is the lead time you require for orders?

7. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on?

8. What is your procedure for notifying customers of shortages and/or substitutes?

9. Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?

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

11. Can all aspects of Product Quality Control as described in this agreement be met?

12. What percentage of products sourced within 200 miles of South San Francisco, CA are you able to provide? Please mark one:
    □ 50% or more □ 30-49% □ 20-29% □ 0-19%. Describe your procedure for communicating an item's point of origin to school district personnel.

13. Can you currently produce reports to show the percent of local (200 miles of South San Francisco, CA) products provided, including farm name and origin? □ Yes □□ including percent, but not Farm name and Origin, □ No If so, please describe current reporting/tracking mechanisms below. If not, are you willing to develop reporting/tracking mechanisms? □ Yes □ No

14. How many years has your company been in the produce business?

15. Which school districts with student populations greater than 7,000 does your company currently serve in California?

16. Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 24 months? □ Yes □ No If so, explain.

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

Signature of Bidder's Authorized Representative: _____ Date of Signing: _____

Print Name & Title of Authorized Representative: _____ Date of Signing _____

Phone #: _____ E-mail: _____

REFERENCES (Attachment 3)

Please submit three (3) current school district References requiring multiple deliveries per week. An irresponsive reference will **not** be considered a valid Reference. The Bidder is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District.

Reference #1

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

Reference #2

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

Reference #3

School District	
Contact Person & Title	

Telephone Number & Email address	
Required Number of Deliveries per Week	

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NONCOLLUSION AFFIDAVIT (Attachment 4)

PUBLIC CONTRACTS CODE SECTION 7106

State of California
County of _____

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

_____	_____
(Date)	Signed at (Place)
_____	_____
Bidder Name (Person, Firm, Corp.)	Authorized Representative
_____	_____
Address	Representative's Name
_____	_____
City, State, Zip	Representative's Title

BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE (Attachment 5)

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

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

_____
Signature of Bidder's Authorized Representative

_____
Name & Title of Authorized Representative

_____
Date of Signing

WORKERS' COMPENSATION INSURANCE CERTIFICATE (Attachment 6)

The Contractor shall execute the following form as required by the California Labor Code, Section 1860 and 1861.

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

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

_____
Signature of Bidder's Authorized Representative

_____
Name & Title of Authorized Representative

_____
Date of Signing

ATTEST:

By _____
Signature

_____
Printed Name & Title

DRUG-FREE WORKPLACE CERTIFICATION (Attachment 7)

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

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

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

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

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

_____ (Signature)

_____ (Name Handwritten or Typed Name)

EQUAL OPPORTUNITY EMPLOYMENT (Attachment 8)

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the _____(Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: _____ _____

CONTRACTOR

By: _____

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION (Attachment 9)

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

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: "*Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto*."

☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

☐ The installation of a physical barrier at the worksite to limit contact with pupils.

☐ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

☐ Surveillance of Employees by District personnel.

Date: _____

District Representative's Signature: _____

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (Attachment 10)

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

Name of Bidder	Name of SFA

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

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

_____

_____

Signature of Bidder's Authorized Representative	Title	Date

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

Signature of SFA's Authorized Representative	Title	Date

SUSPENSION AND DEBARMENT CERTIFICATION (Attachment 11)

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of $100,000. This form is required each time a 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 THE FOLLOWING PAGE)

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

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

Name of School Food Authority	Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name	Title
Signature	Date

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

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

CERTIFICATION REGARDING LOBBYING (Attachment 12)

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

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

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

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE: _____

_____ _____

(Signature) (Date)

DISCLOSURE OF LOBBYING ACTIVITIES (Attachment 13)

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

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___ Date of last report_____
4. Name and Address of Reporting Entity: _____Prime _____Subawardee Tier_____, if Known: **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**_____ **Print Name:**_____ **Title:**_____ **Telephone No.:**_____ **Date:**_____	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

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

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

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

2. Identify the status of the covered Federal action.

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

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

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

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

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

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT (Attachment 14)

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

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

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

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

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

OPTION #1: CERTIFICATION

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

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

OPTION #2: EXEMPTION

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

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

CLEAN AIR AND WATER CERTIFICATION (Attachment 15)

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

_____

Name of Vendor Company

THE VENDOR AGREES AS FOLLOWS:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.

B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Nutrition Services Management Company.

_____	_____	_____
Authorized Representative	Title	Date

ITEMIZED BID LIST (Attachment 16)

This document is a separate Excel worksheet posted online to view or download under the "Doing Business with SSFUSD" section at
www.ssfusd.org

RFP 01-26
Produce.xlsx

TO BE SUBMITTED WITH BID

A copy of the "Itemized Bid List" document must be saved on a data storage device and submitted with the RFP. This data storage device will not be returned.

PROPOSAL SUBMISSION CHECKLIST
TO BE SUBMITTED WITH BID

Bidder Name _____

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- ☐ **Proposal Checklist (this form)**
- ☐ **Request for Proposal Signature Page (Attachment 1)**
- ☐ **Vendor Questionnaire (Attachment 2)**
- ☐ **References (Attachment 3)**
- ☐ **Non-collusion Affidavit (Attachment 4)**
- ☐ **Bidder's Statement Regarding Insurance Coverage (Attachment 5)**
- ☐ **Worker's Compensation Insurance Certification Form (Attachment 6)**
- ☐ **Drug Free Workplace Certification (Attachment 7)**
- ☐ **Equal Opportunity Employment (Attachment 8)**
- ☐ **Fingerprint Clearance/Criminal Background Investigation (Attachment 9)**
- ☐ **Certificate of Independent Price Determination (Attachment 10)**
- ☐ **Suspension and Debarment Certification (Attachment 11)**
- ☐ **Certification Regarding Lobbying (Attachment 12)**
- ☐ **Disclosure of Lobbying Activities (Attachment 13)**
- ☐ **Iran Contracting Act of 2010 Compliance Affidavit (Attachment 14)**
- ☐ **Clean Air and Water Certiification (Attachment 15)**
- ☐ **Itemized Bid List (Attachment 16)**
- ☐ **Data Storage Device**
- ☐ **Statement of Pricing**
- ☐ **HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures**
- ☐ **Non-Discrimination Statement acknowledgment**

PROPOSAL PROTEST PROCEDURES

1) **Protest Procedures:** Any Bidder may file a Protest. Only those Bidders who have actually submitted a proposal on the project shall have the right to file a Protest. The protest shall be received in writing by the District's Nutrition Services Director no later than 3:00 p.m. at the conclusion of the third (3rd) business day following the date of the proposal opening. Untimely Protests will not be reviewed by the District and will be returned to the Bidder. An e-mail address shall be provided and by filing the protest, protesting Bidder consents to receipt of email notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.

2) **Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must contain all facts, refer to the specific portion(s) of any document relied upon, and shall include copies of all documents referred to in the protest. Any grounds not set specifically forth in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the Bidder whose proposal is being challenged pursuant to these procedures.

3) **Resolution of Controversy:** Once the Protest is received, the affected Bidder will be notified of the protest and the evidence presented. If appropriate, the affected Bidder will be given an opportunity to rebut the evidence and present evidence that the Bidder should be allowed to perform the Work. District will issue a written decision within fifteen (15) business days of receipt of the Protest, unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest, but may do so at the option of the District, or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by the District and will be copied to all parties involved in the Protest.

4) **Appeal:** If the protesting Bidder or the affected Bidder is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent-Business Services, or their designee, within three (3) business days after receipt of the District's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

South San Francisco Unified School District
Nutrition Services Department
398 B Street, South San Francisco, CA 94080

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

b. **Reservation of Rights to Proceed with Contract Pending Appeal:** The District reserves the right to proceed to award the contract and commence

services pending the Decision on the Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in paragraph 12 if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

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

U.S. DEPARTMENT OF AGRICULTURE NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at the Filing a Program Discrimination Complaint as a USDA Customer page, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: 202-690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

ACKNOWLEDGMENT AND CERTIFICATION

The undersigned, an authorized representative of the Proposer, hereby certifies that they have read the above Nondiscrimination Statement and that the Proposer is in full compliance with all applicable Federal, State, and local laws regarding equal opportunity and non-discrimination.

Name of Company: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____ **Phone:** _____

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