Los Alamitos Unified School District

REQUEST FOR PROPOSAL
RFP #2526-09
FRESH PRODUCE PRODUCTS

Submit proposals and all questions/inquiries to:

Los Alamitos Unified School District
Food Services Department
10562 Reagan Street
Los Alamitos, CA 90720

Annie Ryu
Director of Food Service
Office: (562)799-4592
aryu@losal.org

Proposals Due:
May 29, 2026 at 2:00pm PT

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY THE APPLICABLE STATE AND FEDERAL LAWS.

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RFP SCHEDULE OF EVENTS

Date	Event
April 28, 2026	Release and advertisement of RFP#2526-09
May 15, 2026	Deadline for submission of written questions to the District concerning RFP#2526-09
May 16, 2026	Issue Addendum (if necessary)
May 29, 2026 2:00pm PT	Deadline for all submissions of RFP#2526-09
May 29, 2026 2:01pm PT	Opening of Proposals (not public)
June 1 - June 5, 2026	Evaluation of Proposals and Vendor Interviews (if necessary)
June 8, 2026	Estimated date of RFP Award Notification/s sent out
June 9, 2026	Submission of Board Agenda for Recommendation to Award
June 23, 2026	Estimated date of approval and award by the Board of Trustees
July 1, 2026	Contract Start Date

**Los Alamitos Unified School District will use every effort to adhere to the schedule. However, Los Alamitos Unified School District reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at:

Bids - Los Alamitos Unified School District

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to aryu@losal.org.

Bidder request for information/clarification: All requests for information and/or clarification regarding the Bid documents shall be submitted in writing via e-mail to aryu@losal.org. All requests must be submitted no later than May 15, 2026 by 2:00pm. Any request made after such date shall not be responded to.

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

NOTICE TO BIDDERS
REQUEST FOR PROPOSAL# 2526-09 FRESH PRODUCE PRODUCTS

Notice is hereby given that the Los Alamitos Unified School District and the Huntington Beach City School District, each a public school district of Orange County, California, have entered into a Joint Powers Agreement ("JPA"), establishing a purchasing cooperative ("Co-Op"), naming the Los Alamitos Unified School District as the Lead Agency. The Co-Op, acting through its Lead Agency, the Los Alamitos Unified School District, will receive electronic proposals from qualified vendors for the provision of Fresh Produce Products for the Districts' Child Nutrition Programs.

Provider to submit:

- One (1) electronic copy of bid response submitted via email to Annie Ryu, aryu@losal.org.
  - Bid package shall be clearly written in the subject line: "Response to RFP#2526-09 FRESH PRODUCE PRODUCTS"
- (2) Hard Copies of the Proposal
  - Finalized Proposal packages must be sealed and delivered to the Purchasing Department (Attn: Sofia Corona),

Los Alamitos Unified School District
Food Services Department
10562 Reagan Street
Los Alamitos, CA 90720

  - The envelope must be clearly marked: "RFP #2526-09 FRESH PRODUCE PRODUCTS – DO NOT OPEN." ### Proposal Organization The following documents must be included in the sealed package and also saved as individual files on the required flash drive:

Submissions shall be received by the **Food Services Department** no later than **May 29, 2026 by 2:00pm PT.**

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

1. HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
2. Itemized Bid List (filled out) in spreadsheet format (.xlsx or .gsheet)
3. Itemized Bid List in PDF format
4. Completed Vendor Questionnaire
5. Certificate of Liability Insurance
6. The remaining portions of the proposal may be saved as one file. Items 1-4 may be included in this file, but must be saved separately under their own file names as well.
7. Product Formulation Statements

All proposals emailed after scheduled closing time for receipt of proposals will not be considered. RFPs received later than the designated time, and specified date will be deemed non-responsive. Facsimile (FAX) copies of the proposal **will not be accepted.** The District can request the price sheet attachment in Excel format.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the

winning bidder(s) accepting the terms of the RFP. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of awarded proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

PROPOSAL SUBMISSION CHECKLIST (Attachment "1")

TO BE SUBMITTED WITH PROPOSAL

Bidder Name:_____

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- ☐ Proposal Submission Checklist (Attachment 1, this form)
- ☐ Bid Form and Proposal Signature Page (Attachment 2)
- ☐ Evaluation Criteria (Attachment 3)
- ☐ Vendor Questionnaire (Attachment 4)
- ☐ References (Attachment 5)
- ☐ Non-Collusion Declaration (Attachment 6)
- ☐ Bidder's Statement Regarding Insurance Coverage (Attachment 7)
- ☐ Worker's Compensation Insurance Certification Form (Attachment 8)
- ☐ Contractor's Certificate Regarding Drug-Free Workplace (Attachment 9)
- ☐ Equal Opportunity Employment (Attachment 10)
- ☐ Fingerprint Clearance/Criminal Background Investigation (Attachment 11)
- ☐ Certification and Disclosure Statements (Attachment 12)
- ☐ Suspension and Debarment Certification (Attachment 13)
- ☐ Certification Regarding Lobbying (Attachment 14)
- ☐ Iran Contracting Act of 2010 Compliance Affidavit (Attachment 15)
- ☐ Certificate Regarding Alcoholic Beverage and Tobacco Free Policy (Attachment 16)
- ☐ Clean Air and Water Certification (Attachment 17)
- ☐ Buy American Certification Form (Attachment 18)
- ☐ China Prohibition Certification (Attachment 19)
- ☐ Itemized Bid List (Attachment 20)
- ☐ Statement of Pricing (Include in your proposal) Scanned & Spreadsheet
- ☐ HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)

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, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

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

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

fax:
202-690-7442; or

email:
Program.Intake@usda.gov

This institution is an equal opportunity provider.

GENERAL TERMS AND CONDITIONS

1. **INTRODUCTION**

The Co-Op comprises two school districts located in Orange County:

1. Los Alamitos Unified School District (Lead District/Agency) - The projected student enrollment for the 2026-2027 school year is approximately 8,740, with nine school sites serving elementary, middle, and high school levels, with deliveries to four sites.

2. Huntington Beach City School District (Member District) - The projected student enrollment for the 2026-2027 school year is approximately 4,780, with eight school sites serving elementary and middle school levels, with one central delivery site.

The purchasing cooperative established by the JPA, acting through its Lead Agency, the Los Alamitos Unified School District, will receive electronic proposals from qualified vendors for the provision of Fresh Produce for the Districts' Child Nutrition Programs for fiscal year 2026-2027, renewable at the Co-Op's option for four (4) additional one-year terms, for a maximum of five (5) years total. Specific delivery locations are included in Exhibit "B."

The Co-Op will choose the entity that meets the objectives of the solicitation and can provide the greatest overall benefit to the Co-Op, based upon the information presented in the proposals. While price alone is not the sole basis for award, it remains the primary consideration when awarding a contract under the RFP method.

A complete response is required in order to be considered. Individuals or firms are required to comply with applicable laws and regulations as well as the insurance requirements of each participating District. The Co-Op reserves the right to reject any and all proposals and seek additional responses if the number or quality of responses does not meet the stated criteria.

2. **DEADLINE FOR RECEIPT OF RFPS**

Proposals must be received before May 29, 2026 by 2:00pm PT. The proposals will be opened (not publicly) and reviewed by a committee representing the Co-Op, who will score the proposals based on the evaluation criteria as stated in the RFP document. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened.

- It is the Vendor’s responsibility to ensure that the Proposal is submitted on time and to the authorized agent. Any Proposal received after the scheduled closing time for receipt may not be accepted and may be returned unopened.
- The Co-Op reserves the right to reject any proposal and to waive any formality or irregularities in the Proposals.
- Questions regarding the RFP and RFP documents will only be accepted if submitted in writing. Submit questions to Annie Ryu, aryu@losal.org. To receive consideration, RFPs/Proposals shall be made by the following terms:

3. **THE RFP** - All items on the form should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Original signatures are required on the RFP.

If a bidder discovers an error in their submission or wishes to make changes prior to the submission deadline, the bidder must submit a revised proposal via email to Annie Ryu, aryu@losal.org before the stated deadline. The revised submission must be clearly marked in the subject line as "REVISED

SUBMISSION – RFP#2526-09" and must include a brief cover statement identifying the specific changes made. Only the most recent submission received before the deadline will be considered. Any submission or revision received after the deadline will not be accepted. It is the bidder's sole responsibility to ensure timely delivery of all submissions and revisions.

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

5. **DEFINITIONS** - Responsible; a bidding party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being bid. Responsive; an RFP that meets all of the specifications outlined in the RFP.

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

7. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the Lead Agency.

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

9. **PRICES** - Prices should be typed and shown as instructed on the RFP form for each item, in the amount of the quantity specified in the Itemized Bid List (Attachment 20). It is the bidder's sole responsibility to ensure timely delivery of all submissions and revisions. For fixed price items, at no time shall the prices charged to the Co-Op exceed the prices bid. The Co-Op shall be given the benefit of any lower prices which may, for comparable quality and delivery, be provided by the contractor to any other school district or state, county, municipal, or local governmental agency in Orange County for products listed herein.

   Fixed Price items - Prices proposed for all fixed price items will be for the period July 1, 2026 through June 30, 2027. 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.

   Cost plus Fixed Fee - Provide a detailed Statement of Pricing for Fresh Produce to be provided. For cost + fixed fee items, price per case must be demonstrated using actual cost to the Bidder given to a similar size and type of customer from July 1, 2025 through Current (Most recent school year before bid solicitation). For each item, the fixed fee for the 2026-2027 contract term will be listed on the Itemized Bid List (Attachment "20"). Fixed fee must be given in a dollar ($) amount per case and/or by weight, ***percentage mark-ups will not be accepted***. The extended price of the items using the previous pricing will be added to the offered fixed price and multiplied by the number of cases to determine the total bid cost of those items. Confirm that Bidder will provide best pricing based on type of item and quantity and that such pricing shall not exceed the actual cost, plus fixed fee, charged to each individual District. Vendors shall confirm that best pricing will be provided based on type of item and quantity, and that such pricing shall not exceed the actual cost plus fixed fee charged to each participating District. 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.

Itemized Bid List – The Lead Agency's Itemized Bid List is attached hereto. If the Lead Agency specifies a variety in the "Item" column, the Bidder should respond based on the listed variety. If the Lead Agency requests a standard/commodity variety, then the Districts will accept a range of varieties. If the Lead Agency requests a seasonal variety, then the Districts will only accept non-commodity and/or specialty 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 alternative to what was listed. Proposals need to include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price). Note in the origin column the origin of all items following the USDA Country of Origin Labeling Law and specify which state the product is produced. Bidder is responsible for converting any differences in pack size to the same total volume as requested. Do not offer other unit sizes for the IW items and/or convert to a different pack size in the Itemized Bid List for those items. It is required to include the weight of the Pack Type in Column AD.

Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 10 percent of the estimated value of the contract.

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.

10. **LOCALLY GROWN AND PRODUCED and PRODUCED BY SOCIALLY DISADVANTAGED FARMERS PRODUCTS**

The Co-Op is committed to offering seasonal menu items and purchasing from local farmers whenever possible to ensure students are receiving high quality local produce. 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 Co-Op prefers locally-grown and produced products whenever possible and has a goal of procuring, at minimum, 40% locally grown and produced. The Co-Op's definition of local includes three tiers: 1) Grown and produced within a 150 miles radius from Orange County, CA. 2) Grown and produced within a 250 miles radius from Orange County, CA. 3) Grown and produced within California. Suppose California or U.S.-grown products are unavailable in sufficient quantities to provide affordability. In that case, only products inspected and approved by the USDA are acceptable and approved by the Co-Op.

The Co-Op seeks to support Socially Disadvantaged Farmers or Ranchers following the USDA definition of Socially Disadvantaged:

"Socially Disadvantaged Farmer or Rancher: The Consolidated Farm and Rural Development Act defines a socially disadvantaged group as one whose members have been subject to racial, ethnic, or gender

prejudice because of their identity as members of a group without regard to their individual qualities. USDA regulations further define socially disadvantaged farmers and ranchers (SDFRs) as belonging to the following groups: American Indians or Alaskan Natives, Asians, Blacks or African Americans, Native Hawaiians or other Pacific Islanders, Hispanics."

11. **LOCAL FARMER OUTREACH PROGRAM**

The Successful Bidder will partner with the Co-Op to implement a Local Farmer Outreach Program, to begin within the first 3 months of the contract, whereby the Co-Op will provide connections to local growers and the vendor shall:

Receive, process and ship locally-grown produce from farmers and aggregators like food hubs requested by the Co-Op. Bidder(s) may subcontract processing of locally grown produce.

In some cases, the Co-Op may request to have the product delivered by the farmer or aggregator and will work with the farmer to arrange delivery.

Please note, Farms and Aggregators are selected for the program based on their performance in the following areas: Ability to provide high quality produce; commitment to good on-farm food safety practices; proven organizational capacity; customer service; commitment to sustainable growing practices; commitment to community service, values alignment; equity & diversity; ability to make timely deliveries to the Bidder.

The Co-Op reserves the right to establish pricing with farms/aggregators with which the Bidder is purchasing for the Co-Op. These items will not fall under fixed price expectations.

The Bidder will establish a separate fixed fee from the cost plus fixed fee for requested items that will be locked in for the duration of the contract unless justified and approved in writing by the Executive Director. The Co-Op will give an estimate of the order for the Bidder to purchase and then the individual district sites will order accordingly. The Co-Op will work with the Bidder to use up all of the product estimated if possible, however the Bidder will be responsible for selling surplus product to other customers in the case that there is surplus product.

Farms and aggregators selected by the Co-Op for the program are expected to meet all of the Bidder's own vendor requirements within reason and will go through a mutually agreeable process to be established as approved vendors by the Bidder.

Food Safety: The Co-Op will work with Bidder to assure that farms and aggregators selected as part of the program are either third party certified in Good Agricultural Practices and/or employ another mutually agreeable verification system to assure the use of good on-farm food safety and post-harvest handling practices. Farms must provide a Food Safety Plan and are subject to a site visit. Farms must provide full product traceability by labeling each case of product provided with farm name, product, harvest date and pack date. Farmers must also carry at least $1 million in product liability insurance. Additional food safety requirements may be required of farmers upon mutual agreement between the Bidder and the Co-Op.

12. **SAMPLES** - The Co-Op reserves the right to request samples of items prior to or after awarding. If the Proposer is bidding items/brands other than those specified or where no brand is indicated in the

proposal document, the following shall apply: All items are to be labeled with the RFP number, line item, and the name and contact information of the Bidder providing samples. Samples must be provided at no cost to the Co-Op. Samples must be the exact item that the Vendor proposes to furnish and in the same packaging in which they will be delivered. Samples will be used in testing and will not be returned. If providing perishable items, "Perishable" must be written on the exterior shipping label.

13. **BRANDS** - Brand names are included for descriptive purposes to indicate the quality, design, and utility desired, but the specification is not intended to restrict competition.

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

15. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** - The successful bidder(s) shall furnish and deliver the quantities designated in the RFP or purchase order. All food, materials, supplies, or services provided under the contract shall be per the RFP specifications and the Co-Op's sample or the sample furnished by the bidder(s) and accepted by the Co-Op. Materials or supplies which, in the opinion of the Co-Op, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing, and the test shows that the sample does not comply with the RFP specifications, the bidders(s) shall pay the examination cost. In bidding, the bidder(s) certifies that all materials conform to CAL OSHA and all other law requirements. Where applicable standards have been established, all equipment and individual components shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

16. **Co-Op REQUIREMENTS** - The quantity shown is the estimated consumption for the contract period. The needs of the Co-Op may be substantially more or less than such referenced quantities. The Fresh Produce products listed in this RFP are required during the contract period and shall be ordered and purchased from the awarded Vendor. The Co-Op shall have the right to issue purchase orders up to and including the last day of the contract period, even though the time provided for delivery may extend beyond such period. The Co-Op reserves the right to acquire from other sources during the contract such items as may be required for testing, evaluation, or experimental purposes, special programs of an emergency nature, as well as purchases made directly by individual school sites.

17. **ACCEPTANCE OR REJECTION OF RFP'S** - The Co-Op may purchase an individual item or combination of items, whichever is in the best interest of the Co-Op, also provided that the bidder(s) may specify that the Co-Op's acceptance of one item shall be contingent upon the Co-Op's approval of one or more additional items submitted in the same RFP. RFPs shall remain open, valid, and subject to acceptance for sixty (60) calendar days after the RFP opening.

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

19. **AWARDS** - The Co-Op reserves the right to determine that items bid meet or do not meet RFP specifications. Proposals may be rejected on grounds of non-responsiveness or non-responsibility.

Further, the Co-Op reserves the right to accept or reject any RFPs and waive any informality or irregularities in the bidding.

20. **EXECUTION OF CONTRACT-** Issuance of a Purchase Order shall be evidence of the contractual agreement between the vendor and each participating district and the vendors acceptance of these RFP General Terms, Instructions, and Conditions.

21. **DELIVERY** - Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the awarded Vendor shall be responsible for delivery and shall pay all costs, including drayage, freight, fuel, and packing for delivery to locations specified in Exhibit "B." Each item shall be securely packaged, adequately sealed, and contents marked. A packing slip/invoice shall accompany all shipments.

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

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

24. **INSURANCE** - The successful bidder(s) shall maintain insurance adequate to protect him from claims under Worker' Compensation Laws and claims for damages for personal injury, including death and damage to property, which may arise from the bidder's operations under the contract. ***The bidder must have the Worker's Compensation Certificate, attached hereto, with their RFP and provide proof of insurance naming Los Alamitos Unified School District and Huntington Beach City School District each as additional insureds and requiring the bidder's insurance to be primary by separate endorsements as follows***: The bidder is required to provide proof of insurance to the Governing Boards of a comprehensive general liability insurance policy providing occurrence-based coverage to be in effect during the term of the contract. Bodily injury shall be $1,000,000, combined single limit or $1,000,000 per person, $1,000,000 per accident: $2,000,000 aggregate. Property Damages shall be $500,000 per loss. The bidder shall also maintain automobile liability insurance covering bodily injury and property damage at no less than $1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles. Failure to furnish such evidence and insurance, if required, may be considered a default by the bidder(s). The contractor will not begin any services applied to this contract until all required insurance has been provided and certificates indicating coverage have been proven. The certificate of insurance for the above shall provide 30 days advance written notice to the Lead Agency, regarding the cancellation, nonrenewal, or reduction of coverage of any of the above insurance. The Lead Agency has the right to request a copy of the current certificate of insurance at any time.

25. **INVOICES AND PAYMENTS -** Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract to the food service department of the individual participating district of the Co-Op that received the delivery. The successful bidder shall submit invoices under the same firm names shown on the RFP. The successful bidder(s) shall list separately any taxes PAYABLE BY THE DISTRICT and certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The individual participating district shall pay for materials, supplies, or services furnished under the contract within a reasonable and proper time after the authorized representative accepts and approves invoices.

26. **STATEMENT** - The successful bidder(s) shall render separate bills and/or statements to each individual district; Los Alamitos Unified School District and Huntington Beach City School District, following delivery of materials. An itemized, numbered invoice showing the vendor's name, date, quantity, type, prices, and extended charges of items purchased, must be furnished in duplicate at the time of delivery and signed by the Receiver or Supervisor at the time of delivery. The vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, damaged or spoiled product necessitating a return, redelivery, or reorder. Separate invoices and monthly statements are required to identify purchases for Child feeding programs (NSLP and SBP). A copy of a credit, priced and extended, shall be mailed with the corresponding invoice to the Food Services Department of the appropriate district.

    The successful bidder(s) shall submit monthly electronic statements in Excel format to the corresponding district:

    Los Alamitos Unified School District, Food Services Department - Annie Ryu, aryu@losal.org
    Huntington Beach City School District, Food Services Department - Ashlin Connolly, aconnolly@hbcsd.us.

    The Child Nutrition Service billing cut-off is the 25th of each school month, with the exceptions of the months of June and September, which shall be the 30th. The monthly statements shall be broken down by district, by site, by date and include invoice numbers for all charges. This statement showing the month's purchases shall be received by the respective Food Services Department by the 10th of the following month. Payment by the Districts will be made within 30 days for service satisfactorily performed by the successful; bidder(s) after receipt of properly documented invoices/statements.

27. **VELOCITY REPORT WITH PRICING**- The Co-Op reserves the right to request velocity reports with historical pricing for any items ordered throughout the contract for each participating district. Velocity reports will be delivered via email to better assist for inventory tracking purposes.

28. **BUY AMERICAN PROVISION (7 CFR, sections 210.21d and 220.16d; U.S. Department of Agriculture Policy Memorandum SP 23-2024)**

    Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760n), that requires all school food authorities to purchase, to the maximum extent practical, domestic commodities or products. This Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture.

Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports the Co-Op working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Food Services Department (CNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

The Buy American provision applies to SFA's located in the forty-eight contiguous United States and is one of the procurement standards Program Operators must comply with when purchasing commercial food products served in the school meals programs.

Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, "substantially using agriculture commodities that are produced in the United States" means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by the Co-Op.

For products procured by the Co-Op for use in the school nutrition programs using nonprofit nutrition service account funds, the product's food component is considered the agricultural commodity. FNS defines a food component as one of the food groups which comprises reimbursable meals. The food components are:

Meats and meat alternates
Grains
Vegetables
Fruits
Fluid milk
Note: See 7 CFR 210.2 contains full definitions.

Any product processed by a winning vendor must contain over 51 percent of the product's food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

For all procurement transactions for food when funds are used from the nonprofit nutrition service account, whether directly by an SFA or on its behalf, procurement transactions must comply with the Buy American provision. Implementation of the Buy American provision should be done by: including Buy American in documented procurement procedures, state agency prototypes documents, and all procurement solicitations and contracts; including domestic requirements in bid specifications; contract monitoring; and verifying cost and availability of domestic and nondomestic foods using data in the USDA Agricultural Marketing Service's (AMS) weekly market report (https://www.ams.usda.gov/market-news).

The USDA codified in regulations the two limited exceptions when non-domestic foods may be purchased by SFA's. USDA also added to the first exception the option to use the 48 CFR 25.104 Nonavailable articles list, as a list of excepted items.

The final rule codifies the two limited exceptions as follows:

- The product is listed on the Federal Acquisitions Regulations Nonavailable articles list and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a domestic product are significantly higher than the non-domestic product.

The Co-Op complies with the California Food and Agriculture Code (FAC) 58596.3, requirement that schools that receive $1 million or more annually in federal school nutrition program reimbursement to solicit bids for the purchase of an agricultural food product to include in their solicitation for bids and contracts that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless any of the following applies:

- The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
- The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced nondomestically.
- The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the Local Agency.

The USDA established in regulations a new threshold for school food authorities that use exceptions. The limit on the percentage of total commercial food costs from non- domestic foods will be phased in over seven school years.

- Beginning in School Year (SY) 2025–26, the non-domestic food purchases cap will be 10 percent.
- Beginning in SY 2028–29, the non-domestic food purchases cap will be 8 percent.
- Beginning in SY 2031–32, the non-domestic food purchases cap will be 5 percent.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. **To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 30 days in advance of delivery**. The request must include the:

(1) Alternative substitute(s) that are domestic and meet the required specifications:

(a) Price of the domestic food alternative substitute(s); and
(b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

(2) Reason for exception: limited/lack of availability or price (include price):

(a) Price of the domestic food product; and
(b) Price of the non-domestic product that meets the required specification of the domestic product.

SFAs may document exceptions by maintaining records of communications between them and their food supplier; this may include emails, documentation of telephone communications, etc. The documentation must be maintained for review by the State agency during procurement reviews of local agency procurement practices.

One resource SFAs and State agencies may use in order to document exceptions is the market news reports available from AMS. AMS provides free, unbiased price and sales information on farm commodities at: https://www.ams.usda.gov/market-news. Using this website, SFAs and State agencies can find third-party verification of cost and availability of domestic and nondomestic foods. Further, SFAs may use the information to communicate alternatives with food suppliers and document purchase decisions.

Regulations require SFA's to maintain documentation to demonstrate the use of exceptions. Items found on the Federal Acquisitions Regulations (FAR) 25.104 Nonavailable articles list (https://www.acquisition.gov/far/25.104), are exempt from the documentation requirement, but these items must be counted toward the cap on non-domestic purchases when that goes into effect.

The USDA developed an optional Buy American Standard Tracking Form Template that each individual district can use to track both the exceptions and costs related to non-domestic product purchases. When Program Operators purchase a product found on the FAR 25.104 Nonavailable articles list (https://www.acquisition.gov/far/25.104), this must be included on the tracker for the purpose of accurately tracking total non-domestic costs. The CDE encourages the use of the Buy American Tracking Form Template to document the use of exceptions to purchase non-domestic foods under the Buy American provision. The Buy American Standard Tracking Form is available in the CNIPS, Download Forms, Form ID PRU 10.

Documentation must be on file for at least the current year plus three years and must be made available during an on-site administrative review and an off-site procurement review.

29. **CONTRACTING WITH SMALL BUSINESSES** - Per CFR 200.321 the Co-Op will provide consideration for contracting with a bidder that falls under the definition of small business provided in the Health and Safety Code 23395.20: ""Small business" means an independently owned and operated business, that is not dominant in its field of operation, that, together with affiliates, has 100 or fewer employees, and that has average annual gross receipts of ten million dollars ($10,000,000) or less over the past three years."

30. **CONTRACTING WITH MINORITY OWNED BUSINESS -** Per CFR 200.321 the Co-Op will provide consideration for contracting with a bidder that is a minority or women owned business. CFR 4.62 defines a minority or women owned business as "...at least 51 percent unconditionally-owned by one or more members of a minority group or by one or more women…"

    Minority in this RFP will be as defined according to CFR 4.62 (b): "African American, Native American (i.e., American Indian, Eskimo, Aleut and Native Hawaiian), Hispanic American, Asian-Pacific American, or Subcontinent-Asian American."

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

32. **MULTI-YEAR EXTENSIONS**: Subject to the provision of pricing-terms of contract, and under Education Code Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for four (4) additional fiscal years not to exceed five (5) years. The Co-Op can exercise its rights to extend contracts per federal limits. The renewal is contingent upon competitive pricing and all terms and conditions of the original contract as authorized by 2 CFR 200.317. The extension may be granted on a year-by-year basis provided that the following conditions are being met:
    - The Lead Agency has deemed the products and services of the vendor satisfactory.
    - Price increases must be justified in writing and approved by the Lead Agency. The Lead Agency will use a benchmark including the regional Consumer Price Index (CPI) as an indicator during the analysis and consideration of price increases. Such renewal will be made by notifying the vendor in writing thirty (30) days before the expiration of the contract.

33. **LIMITATIONS -** The Co-Op shall not be obligated to accept the lowest-priced RFP but will be evaluating proposals to award to the responsible and responsive bidder(s). The Co-Op reserves the right in its absolute discretion to accept submissions, or any part of proposals, as deemed necessary for the District's best interest. The Co-Op may consider the proposer's performance concerning any recent contract(s) with other school districts. The Co-Op, however, reserves the right to reject proposals, to waive any informality or irregularities in the bids, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal deemed the best recommendation meeting all the criteria specified in the proposal and the best interest of the Districts.

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

    This contract will be awarded to single or multiple responsive and responsible bidders who meet RFP terms and conditions. After the opening of the proposals, an RFP review committee representing the Lead Agency will score the proposals based on the evaluation criteria as stated in the RFP document.

    The committee may investigate the qualifications of the bidder/vendor under consideration, require confirmation of information furnished by the bidder/vendor, and require additional information and evidence of qualification to perform the services described in the RFP. The RFP committee shall have the right to inspect the distribution facility or facilities and equipment utilized by the vendor.
    The committee will make a recommendation to the Board of Trustees.

    The Co-Op shall be the sole judge of merit and not necessarily accept the lowest price offered. On behalf of the Co-Op, the Lead Agency shall issue an intent to Award Letter to the successful bidder(s). The Board of Education of each participating district will formally award the award.

35. **BASIS OF AWARD**

    The Co-Op intends to award the RFP based on price, traceability, delivery specifications, minimum delivery amounts, geographic preference, small and minority business status, technology and reports, and service per the evaluation criteria herein. Parties will be assigned a score based on the evaluation of their responses to the Vendor Questionnaire and the completion of the Itemized Bid List. Fresh Produce vendor(s) shall be awarded the bid for service between **July 1, 2026 - June 30, 2027.**

a. The Co-Op reserves the right to reject quotations and waive any formality in the bidding.
b. Awarded vendors will be required to enter into a contract with the Co-Op, by and through its Lead Agency, the Los Alamitos Unified School District, and Huntington Beach City School District.

36. **PROPOSAL PROTEST PROCEDURES**

A. **Protest Procedures:** Any proposer may file a Protest. Only those proposers who have submitted a proposal on the project shall have the right to file a Protest. The Lead Agency's Assistant Superintendent of Business Services will receive the protest in writing no later than 2:00 p.m. after the fifth (5^{th}) business day following the proposal opening date. = Untimely Protests will not be reviewed by the Co-Op and will be returned to the proposer. An e-mail address shall be provided. By filing the protest, the protesting proposer consents to receipt of email notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.

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

C. **Resolution of Controversy**: Once the Protest is received, the affected proposer will be notified of the protest and the evidence presented. If appropriate, the affected proposer will be allowed to rebut the evidence and present evidence that the proposer should be allowed to perform the Work. The Co-Op will issue a written decision within thirty- (30) business days of receipt of the Protest unless factors beyond the Co-Op's reasonable control prevent such resolution. The Co-Op shall not be required to hold an administrative hearing to consider the Protest but may do so at the option of the Co-Op or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by the Co-Op and will be copied to all parties involved.

D. **Appeal:** If the protesting proposer or the affected proposer is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent of Business Services, or their designee, within five (5) business days after receipt of the Co-Op's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an email from which questions and responses may be provided to:

Los Alamitos Unified School District, Food Services Department - Annie Ryu, aryu@losal.org
Los Alamitos Unified School District, Assistant Superintendent of Business Services, Timothy Golden, TGolden@losal.org.

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

F. **Reservation of Rights to Proceed with Contract Pending Appeal**: The Co-Op 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 Co-Op may choose to shorten the time limits set if written notice is provided to the protesting party.

E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the Co-Op may proceed with the award.

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

37. **PROVISIONS**:

A. **Assignment of Contracts** - The vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the Lead Agency.

B. **Binding Effect** - This Agreement shall insure to the benefit of and shall be binding upon the vendor and Lead Agency and their respective successors and assigns.

C. **Severability** - If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. **Amendments** - The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner except by a written agreement signed by the parties.

E. **Entire Agreement** - This RFP and all attachments constitute the entire agreement between the parties. There is no understanding, agreements, representations, or warranties, expressed or implied, not specified in the Agreement. Bidder(s), by the execution of their signature on the RFP Form, acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

F. **Force Majeure Clause** - The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, facilities by the government. When satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

   a. Tariffs do not rely on generic "Act of God" nor can they be defined as within the definition of Force Majeure Clause.

G. **Hold Harmless Clause** - The successful bidder(s) agrees to indemnify, defend and hold harmless the Co-Op, Lead Agency, Los Alamitos Unified School District, Huntington Beach City School District, their respective governing boards, related divisions and entities, officers, agents, and employees from and against any claims, demands, losses, defense costs, or liability of any kind or nature which the Co-Op and the Districts, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidders agents, employees or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the Districts.

H. **Prevailing Law -** In case of conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services performed under the RFP proposal shall conform to all applicable requirements of local, state, and federal law.

I. **Governing Law and Venue** - In the event of litigation, the RFP documents, specifications, and related matters shall be governed by and construed only by the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Orange County.

J. **Permits and Licenses** - The successful bidder(s) and all of their employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishings of materials, articles, or services herein listed. All operations, materials, goods, and services shall be by law.

K. **Toll Charges** - If the Co-Op places toll or long-distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder(s) shall accept charges for such calls on a reverse charge basis.

L. **Contract Documents** - The complete contract includes the following documents: The advertisement for RFPs, the RFP Instructions and terms of conditions, specifications, and drawings, if any, the RFP and its acceptance by the Co-Op, the purchase order, and all amendments to it. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. **Independent Contractor** - While engaged in carrying out and complying with the terms and conditions of the contract, the bidder(s) agree by their signature on the RFP Form that they are an independent contractor and not an officer, employee, or agent of the participating Districts.

N. **Anti-discrimination** - The Co-Op hereby notifies all respondents that they will affirmatively ensure that, in any contract under this advertisement, minority business enterprises will be afforded the full opportunity to submit their response to this RFP. No respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital or parental status, national origin, medical condition or physical disability, or sexual orientation in consideration for the award. Therefore, the bidder agrees to comply with applicable Federal and California laws, including the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require compliance by all subcontractors employed on the work by them.

O. **Termination of Agreement Without Cause** - This Agreement may be terminated by the Lead Agency upon giving thirty (30) days advance written notice of an intention to terminate. Termination shall not affect the rights and obligations of the parties arising out of any transaction before the effective date of such termination. Other than payments for goods or services satisfactorily rendered before the effective date of said termination. The vendor shall not be entitled to further compensation or payment from either participating District.

P. **Cancellation Notice by Supplier/Contractors Default** - The Lead Agency requires a sixty-(60) day notice of cancellation of this contractual agreement by the supplier. Failure or refusal of the supplier to perform or do any act herein required shall constitute default.

Q. **Cancellation for Insufficient or Non-Appropriated Food Funds** - The bidder hereby agrees and acknowledges that monies utilized by the Districts to purchase the items in the RFP are public money appropriated by the United States Department of Agriculture and the State of California or acquired by the Districts from similar public sources and is subject to variation. The Lead Agency fully reserves the right to cancel this RFP at any time and to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

R. **Interpretation of Proposal Documents** - If any bidder(s) find discrepancies in or omissions from the RFP documents, they may submit to the Lead Agency a written email request for clarification and the response to it will be e-mailed to all bidder(s). Corrections will be made by additions issued to each company that has been sent or picked up an RFP packet. The Co-Op shall

not be responsible for oral interpretations. All additions issued shall be incorporated into the proposal.

S. **Product Shortages** - If the successful bidder(s) cannot supply any product listed herein, the Districts may purchase the said product at a fair market value from another source. The difference in cost and all delivery charges shall be the supplier's responsibility, listed in the original contract agreement.

T. **Failure to Fulfill Contract** – When the vendor shall fail to deliver any articles or service or shall deliver any article or service which does not conform to the specifications, the Co-Op may, at its sole discretion, set aside the contract entered into with the vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner with another vendor as seems to the Board of Trustees to be to the best advantage to the Co-Op. Any failure to furnish such articles or services by reason because of the vendor or contractor, as above stated, shall be the liability against the vendor and his sureties. The Co-Op reserves the right to cancel any articles or services that the successful bidder may be unable to furnish because of economic conditions, governmental regulations, or similar causes beyond the bidder's control, provided satisfactory proof to the Board of Trustees if requested. Failure to fulfill the contract may result in bidder disqualification in subsequent year(s) due to non-responsible practices.

U. **Fingerprinting** - Successful Distributor agrees to comply with the provisions of Education Code Section 45125.1 - Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the participating districts that will enter the sites and other District facilities for purposes of providing services covered by this proposal during regular Districts hours, and will certify in writing that no such employees, agents, and representatives who been convicted of serious or violent felonies as specified will have contact with students. The Distributor will provide the Co-Op with a list of employees providing services under this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during regular district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.

V. **Attorneys' Fees –** In the event of any dispute between the District and the Vendor about this contract or the services or products provided hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorney's fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties thereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this section shall survive the expiration or earlier termination of this Contract.

W. **Piggyback Clause** – For the term of the Contract and any mutually agreed extensions pursuant to this Request for Proposal, the Co-Op declines all additional parties from piggybacking on this contract.

Attestation:
I/We_____ hereby attest that the contract does not include a provision permitting the addition of other parties through piggybacking.

38. **CERTIFICATIONS**

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

B. The VENDOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act, including:
   a. Section 306 of Clean Air Act (42 U.S.C. 1847(h)):
   b. Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 1173

C. Suspension and Debarment Certifications: The USDA Certification Regarding Debarment must accompany this Proposal and each subsequent additional one-year renewal (7 CFR Section 3017.510). Contract renewals must include this certification to be considered. To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each vendor must include a certification statement with each Proposal on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each Vendor to sign the attached certification statement and submit it with the Proposal. Failure to comply with this requirement will cause your Proposal to be disqualified and declared non-responsive.

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

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

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

G. The Certification Regarding the Iran Contracting Act
H. The Contractors Certification - Regarding Drug-Free Workplace
I. The Contractors Certification - Alcoholic Beverages and Tobacco-Free Workplace
J. The Contractors Certification – Workers' Compensation
K. Equal Opportunity

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written.

LEAD AGENCY

Los Alamitos Unified School District

By: _____

Title: _____

Address:
10562 Reagan Street
Los Alamitos, CA 90720
Phone No: (562)799-4592

VENDOR

_____

By: _____

Title: _____

Address:_____

_____

Phone No: _____

Email:_____

EXHIBIT A: SERVICE LEVEL AGREEMENT FOR FRESH PRODUCE PRODUCTS
RFP#2526-09-FRESH PRODUCE PRODUCTS

This Agreement for Fresh Produce Products ("Agreement") is made and entered into as of the _____ day of_____, 20____by and between the Joint Powers Agreement, acting through its Lead Agency, the Los Alamitos Unified School District ("Lead Agency"), and _____ ("Vendor"), (together, "Parties").

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. Vendor shall furnish and deliver Fresh Produce Products as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Fresh Produce Products") in the quantities designated in the bid or purchase order in accordance with the bid specifications and the sample furnished by the bidder and accepted by the Co-Op.

2. **Term**. Vendor shall commence providing services under this Agreement on July 1, 2026 and will diligently perform as required and complete performance by June 30, 2027 unless this Agreement is terminated and/or otherwise canceled prior to that time.

   If mutually agreeable, the Co-Op reserves the right to renew the Agreement for a 1-year term, for a period not to exceed five (5) consecutive years total. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original Agreement having been met to the satisfaction of the Co-Op. Such renewal will be made by notifying the Vendor, in writing, thirty (30) days prior to the expiration of the Agreement.

3. **Submittal of Documents**. Vendor shall not commence the Services under this Agreement until the Vendor has submitted and the Co-Op has approved the certificate(s) and the endorsement(s) of insurance required as listed below. Submit all documents with bid packet:

   ___X___ Signed Agreement
   ___X___ Workers' Compensation Certification
   ___X___ Fingerprinting/Criminal Background Investigation Certification
   ___X___ Insurance Certificates and Endorsements
   ___X___ W-9 Form
   _____ Other: _____

4. **Compensation**. The individual participating districts agree to pay Vendor according to the prices in his or her Bid Form and Proposal for Fresh Produce Products satisfactorily furnished and delivered pursuant to this Agreement. At no time during the contract period shall the prices charged to the Districts exceed the price quoted on the written bid form for the period of the bid. If pricing changes, the vendor needs to give the Co-Op a 30-day written notice.

No charge for containers, packing, drayage or other purpose will be allowed over and above the prices written in the bid, unless otherwise specified.

The Co-Op shall not be responsible for any taxes or surcharges with the exception of sales tax or use taxes where applicable.

Invoices for purchases at the delivered price are not due and payable until delivery of product and do not constitute an obligation by either District until the month following the month for which charges accrue. The Districts shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due thirty (30) days from the date the food is received and accepted by the Districts, or thirty (30) days from the date a correct invoice is received in the above office, whichever is later. Vendor must provide two (2) copies of each delivery invoice. Vendor will inform the Co-Op of any special discounts for payment received with a 10-day period.

5. **Additional Items**. During the term of this Agreement, as the need for other products arises or new products are developed, the Co-Op reserves the right to add items to this Agreement. The price of such items shall be negotiated between the Co-Op and the Vendor and shall be subject to the terms and conditions of this Agreement.

6. **Independent Contractor**. Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of either District, and are not entitled to benefits of any kind or nature normally provided employees of either District and/or to which either District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of the work herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, Co-Op being interested only in the results obtained.

7. Performance of Services

7.1 **Standard of Care**. Vendor represents that Vendor has the qualifications and ability to furnish and deliver Fresh Produce Products as specified, without the advice, control or supervision of the Co-Op in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. The Co-Op shall hold the vendor responsible for any damage which may be sustained because of failure or neglect of the vendor to comply with the terms or conditions listed herein with the terms of the contract, the Co-Op may upon written notice to the vendor, cancel the contract in its entirety or cancel or rescind on all items affected by such default.

7.2 **Inspection of Products Furnished**. Unless otherwise specified, all products must follow the specifications indicated. 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.

7.3 **Cases and Packages** shall be constructed to ensure safe and sanitary transportation to the point of delivery. All packaging materials shall be FDA-approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected, returned for credit, or immediate replacement, at no cost to the individual participating District for a product, freight, or re-delivery.

7.4 **"Best Served On", "Use By"** date will assist menu planners in placing foods on optimal days of the week to maximize quality. The Distributor shall follow appropriate procedures for the first in, first out (FIFO) stock rotation system. All products delivered to District warehouse locations must have a minimum of fourteen (14) calendar days remaining before the manufacturer's expiration, "use by," or "best by" date at the time of delivery. Products received with fewer than fourteen (14) days of remaining code date may be rejected at the point of delivery. The Distributor agrees to permit inspection of the delivered items by a representative of the Co-Op with the right to reject inferior merchandise. The Co-Op's decision shall be final, and credits must be provided upon request. All perishable produce products must be delivered by refrigerated trucks whereby the temperature of all products is continuously held and received by the individual participating district between 35° and 41° Fahrenheit.

7.5 **Product Quality Control, Food Security and Safety Program**. The Distributor shall follow appropriate handling and storage practices: including providing proof of established sanitation procedures and an active pest control program to ensure proper information. A copy of the vendor's Hazard Analysis Critical Control Point (HACCP) system or Food Safety and Security Program must be submitted with this proposal. Distributors shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, the Distributor shall ensure that all products received under this contract shall be prepared, handled, and stored per the health and sanitation standards for the County of Orange or the local/city/county agency in which the product was produced, State of California, and Federal Government, whichever is higher. In case of a product contamination issue, Distributor shall provide traceback capabilities for all products to the point of origin. Evidence of such procedures should be submitted with the proposal (HACCP Plan or Food Security and Safety Program including Pest Control Policy and Recall Procedures).

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

7.5.1 **Product Recall**. If a product recall is instituted on an item delivered, the distributor will notify the Co-Op within 24 hours. The Distributor will be responsible for all costs associated with the replacement product, shipping charges, and product credit. Suppose at any time it is determined that the health and safety of either District's customers are affected by the usage of this product. In that case, the Distributor and Distributor processor must and will assume full liability.

7.5.2 **Perishable Fresh Produce products.** Perishables must be delivered in a refrigerated, clean and sanitary truck within the safe-holding zone between 35º – 41º at the time of delivery. Bidder maintains accurate temperature log for all perishables leaving a) the origin and b) arriving at the destination. A lift gate and pallets will be needed for delivery.

Products will be stored in the school's designated coolers by the delivery person.

7.6 **Force Majeure**. Delay due to unforeseen circumstances, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include acts for God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations superimposed after the fact. Tariffs do not rely on generic "Act of God" nor can they be defined as within the definition of Force Majeure Clause.

7.7 **Site Deliveries**. Site to site deliveries are detailed in Exhibit B.

7.8 **Reimbursable Meals**. In the event deliveries are not made, which results in loss of reimbursement funds for either District's meal programs, upon satisfactory agreement between the awarded bidder and the Co-Op, the individual participating district will deduct the total lost reimbursement from the supplier's current invoices. The distributor must guarantee a 90% fill rate for all District orders.

7.9 **Substitutions**. All products delivered during the period covered by this proposal shall be only the exact products as requested by the Co-Op; substitutions will only be allowed if given prior approval. Suppose the desired product is unavailable for any reason. In that case, the individual participating District shall be notified at least two days in advance, and the District shall be given options for a product of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the District's sole discretion. Products will not be represented as being in conformance with the specification when such is not the case. Products are on a menu based upon precise nutritional analysis, and a copy of that analysis is on file at each individual participating District. The Distributor must provide the specified product or an acceptable substitute, as determined by the District. If, because of failure to deliver the selected product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the individual District for the total value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days upon written request by the Co-Op.

7.10 **Shorted Items**. Any information regarding shorted items/orders must be forwarded directly to the individual participating district before delivery at the following: Los Alamitos Unified School District, Food Services Department - Annie Ryu, aryu@losal.org Telephone: (562)799-4592.

Huntington Beach City School District, Food Services Department - Ashlin Connolly, aconnolly@hbcsd.us Telephone: 714-378-2075.

7.11 **Issues/Changes**. Any issues/changes on deliveries or other emergency communications shall be reported directly to the individual participating district before delivery at the following: Los Alamitos Unified School District, Food Services Department - Annie Ryu, aryu@losal.org Telephone: (562)799-4592.

Huntington Beach City School District, Food Services Department - Ashlin Connolly, aconnolly@hbcsd.us. Telephone: 714-378-2075.

7.12 **Alternate Delivery Locations.** Each participating District reserves the right to designate an alternate delivery location if the designated site is unable to receive deliveries due to unforeseen circumstances. Each participating District also reserves the right to add or remove delivery sites and to revise delivery times as needed. Additional product and service requirements are outlined elsewhere in this RFP. Requested weekly deliveries for each participating District are listed in the schedule in the following table.

7.13 **Pallet Specifications.** Pallets should not exceed 6 feet high and frozen and refrigerated products should be provided on separate pallets.

8. **Audit**. Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Vendor shall permit each participating District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the participating District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents.

9. **Termination**

9.1 **For Convenience by District**. Each participating District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice by the individual participating District shall be sufficient to stop further performance of services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

9.2 **With Cause by District**. Each participating District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

9.2.1 material violation of this Agreement by the Vendor; or

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

9.2.3 Vendor is adjudged bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

Written notice by the individual participating District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the individual participating District may secure the required services from another vendor. If the expense, fees, and/or costs to the District

exceed the cost of providing the service pursuant to this Agreement, the Vendor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the individual participating District.

10. **Indemnification**. To the furthest extent permitted by California law, Vendor and its agents, officers and employees shall defend, indemnify, and hold harmless the Co-Op, participating districts, its elected and appointed officers, agents, employees, volunteers, contractors and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which the Districts, its selected and appointed officers, agents, employees, volunteers, contractors and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of Vendor in the performance of and in accordance with the terms of the Agreement. The Co-Op shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement

11. **Insurance**

11.1 The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Per Occurrence General Aggregate Excess Umbrella Liability	 $ 1,000,000 $ 2,000,000 $ 3,000,000
Automobile Liability Insurance - Any Auto Per Occurrence No Annual Aggregate Limit	$ 1,000,000
Workers Compensation	Statutory Limits

11.1.1 **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Vendor, the Co-Op, the Districts, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the Districts.)

11.1.2 **Workers' Compensation**. In accordance with provisions of section 3700 of the California Labor Code, the Vendor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

11.2 **Proof of Carriage of Insurance**. The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the participating Districts and approved by the Districts. **A Certificate of Insurance (COI) must be provided with the bid packet.** Certificates and insurance policies shall include the following:

11.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

11.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

11.2.3 An endorsement stating that the Districts and its Governing Boards, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by Districts. An endorsement shall also state that there shall be a waiver of any subrogation.

11.2.4 All policies except the Workers' Compensation Insurance Policies shall be written on an occurrence form.

11.3 **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Districts.

12. **Assignment**. The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor without the written consent of both District's Governing Board. Notice is hereby given that the Districts will not honor any assignment made by Vendor unless the required written consent has been given.

13. **Compliance with Laws**. Vendor shall observe and comply with all rules and regulations of the governing board of the Districts and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on providing Fresh Produce Products product as indicated or specified. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the Co-Op of the violation, Vendor shall bear all costs arising therefrom.

14. **Anti-Discrimination**. It is the policy of both participating Districts that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Vendor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like-compliance by all of its subcontractor(s).

15. **Tobacco-Free Environment**. All District sites have been designated as a 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.

16. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

17. **Limitation of District Liability**. Other than as provided in this Agreement, both 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 either 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.

18. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Lead Agency:	**Vendor:**
Los Alamitos Unified School District Food Service Department 10562 Reagan Street Los Alamitos, CA 90720 (562)799-4592 ATTN: Annie Ryu	[NAME]_____ California 9_____ [FAX] ATTN:_____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

19. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

20. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

21. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

22. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

23. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

24. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

25. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

26. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

27. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

28. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

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

Dated:_____, 20____ Dated:_____, 20____

Los Alamitos Unified School District
(Lead Agency)

By: _____

Print Name: _____

Print Title: _____

_____

By: _____

Print Name: _____

Print Title: _____

Information regarding Vendor:

Address: _____ Telephone_____

_____ Email_____

Type of Business Entity:
_____Individual
_____Sole Proprietorship
_____Partnership
_____Limited Partnership
_____Corporation, State: _____
_____Limited Liability Company
_____Other: _____
Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Vendor to furnish the information requested in this section.

EXHIBIT B: SPECIAL CONDITIONS AND PRODUCT INFORMATION FOR ORDER/DELIVERY

Bidder Name: _____

The Co-Op, acting through its Lead Agency, the Los Alamitos Unified School District, requests RFPs for Fresh Produce Products. The Co-Op comprises 17 schools with a combined enrollment of 13,663 students. This is a one (1) year RFP with a possibility of an additional four (4) one (1) year extensions. Award of this RFP will be made to a single or multiple responsive and responsible bidder who meets the terms and conditions of the RFP.

Vendor's Bid Form and Proposal is made part of this Agreement. Bid scoring will be based on price, service, performance history, traceability, and delivery. See the attached scoring sheet for bid award scoring.

In addition, the following requirements apply:

1. California-local products preferred.

2. The Districts do not currently accept "Dark Drops".

3. Bidders will provide best pricing based on type of item and quantity and that such pricing shall not exceed fixed price charged to the participating Districts.

4. The District's preference is that all packaging is fully compostable.

5. Product is to be delivered as specified by the Co-Op to the delivery sites specified herein. Delivery schedule to be coordinated to coincide with school needs and existing route flow for Vendor's best reduction of expenses, mileage and time.

6. Deliveries will be available up to three (3) days per week to meet service needs. There will be no deliveries on Saturdays or Sundays.

7. Sites can place orders for cut and processed items by 10:00am and case items by 2:00pm, the business day prior to delivery. All deliveries will be dropped off by 10:00am of the requested delivery date.

8. All perishable Fresh Produce shall be delivered in a refrigerated truck in an approved sanitary manner. Produce items shall be delivered between 35-41 F, and frozen items to be delivered less than or equal to 10 F. All deliveries are to be placed into the designated storage area at each site by the delivery driver.

9. Each delivery will be inspected. In the event an item does not meet our requirements, the item will be returned for replacement or credit.

10. Online ordering is preferred for each individual school site.

11. All ingredients and allergens must be declared on the product. All products must meet FDA labeling requirements.

12. All products must be grown in the United States, except Jicama, Bananas, Pineapple, Cucumbers, and Tomatoes.

13. No delivery during school holidays and vacations or Saturday and Sunday. (Upon award, both Child Nutrition Services will provide the vendor with school vacation and

holiday schedules.)

14. The kitchen supervisor or designee must verify all invoices. The participating District may require separate billing/statements and invoices for all orders for Supper Program and Breakfast/Lunch Programs.

15. Credits for sub-standard products. (Exception – no credit to the department for damaged or out-of-code products due to the fault of the customer, i.e., customer's refrigeration failure)

16. The Lead Agency reserves the right to add or remove other products as may be needed throughout the term of this contract. The Districts may add or remove sites as necessary and in no way will this change affect or make void the Contract.

Ordering/Delivery

The selected vendor collaborates with the Co-Op over the term of the contract resulting from this RFP to procure and deliver Fresh Produce products to the participating District sites listed below. The Districts reserve the right to designate an alternate delivery location if the designated site cannot receive deliveries for any reason. The Districts also reserves the right to revise the delivery times as required. Additional product and service requirements are outlined within the RFP.

LOS ALAMITOS DELIVERY INFORMATION

Address	Delivery Times	Preferred Delivery Days	Number of Deliveries Per Week
Los Alamitos Elementary School - Central Kitchen 10862 Bloomfield St. Los Alamitos, CA 90720	6:30am - 9:30am	Mon, Wed, Fri	3
Los Alamitos High School 3591 W Cerritos Ave Room 621, Los Alamitos, CA 90720	6:30am - 9:30am	Mon, Wed, Fri	3
Oak Middle School 10821 Oak St, Los Alamitos, CA 90720	6:30am - 9:30am	Tue & Fri	2
McAuliffe Middle School 4112 W Cerritos Ave, Los Alamitos, CA 90720	6:30am - 9:30am	Tue & Fri	2

HUNTINGTON BEACH CITY SCOOL DISTRICT

Address	Delivery Times	Preferred Delivery Days	Number of Deliveries Per Week
Huntington Beach City School District - Central Kitchen 8750 Dorset Drive Huntington Beach CA 92646	7:00am - 1:30pm	M,W,F	3

By signing below, you agree to provide the above level of service to the Co-Op, acting through its Lead Agency, the Los Alamitos Unified School District.

_____
Company Name (Print or Type)

_____ _____
Authorized Company Representative Signature Date

Print Name: _____

REQUEST FOR PROPOSAL SIGNATURE PAGE (Attachment "2")

TO BE SUBMITTED WITH PROPOSAL

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

EVALUATION CRITERIA SCORING (Attachment "3")

TO BE SUBMITTED WITH PROPOSAL

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced Proposal. 80% of Max Points: Second lowest-priced Proposal. 60% of Max Points: Third lowest-priced Proposal.		20
Service Reliability and Past Performance	100% of Max 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. • Ability to meet sourcing goals • Never been resigned by a school district • Fully staffed delivery driver support. 0 Points: Either District's previous experience with vendor was not sustainable. References and/or Vendor Questionnaire demonstrate poor performance or inability to meet criteria described above.	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire	15
Delivery Specifications	100% of Max Points: Ability to deliver within the Co-Op's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within Co-Op's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	15
Traceability / Buy American	100% of Max Points: Bidder has a system in place for tracking by brand or farm name and location, and detailing on invoices. Can currently produce reports to show % of Buy American products provided, including brand or farm name and origin.	Responses to Questions Labeled "Traceability - " in Vendor Questionnaire	15

	80% of Max Points: Bidder has a system in place for tracking by brand name and location, but cannot detail on invoices. Can currently produce reports to show % of Buy American products provided, including brand name and origin. 0% Points: Cannot produce reporting/tracking mechanisms.		
Minimum Delivery Amount	100% of Max Points: Lowest minimum delivery amount. 50% of Max Points: Second lowest minimum delivery amount. 0 Points: Not the lowest minimum delivery amount.	- Responses to Questions Labeled "Minimum Delivery Amount - " in Vendor Questionnaire	10
Local Geographic Preference	100% of max points: Most produce by volume grown and processed in California. 50% of Max Points: Second most produce by volume grown and processed in California. 0% of Max Points: Not the most produce grown and processed in California by volume.	"Local Geographic Requirement" Column in the Itemized Bid List	15
Contracting with Small Businesses	100% of Max Points points: Qualifies as a small business. 0% of Max Points: Does not qualify as a small business	Responses to Questions Labeled "Contracting with Small Businesses" in Vendor Questionnaire	5
Contracting with Minority-Owned Businesses	100% of Max Points: Majority business ownership by individuals who identify as women or minority 0% of Max Points: Majority business ownership not by individuals who identify as women or minority.	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5
Technology and Reports	100% of Max Points: Availability of online ordering with online system or email order confirmation. Ability to provide velocity reports with product specifications and pricing, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with email order confirmation. Ability to provide velocity reports with product specifications and pricing, monthly statements	Responses to Questions Labeled "Technology and Reports - " in Vendor Questionnaire	15

	and weekly price lists. 30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements. 0 Points: Unable to provide e-mail or online ordering.		
Safety Records and Controls	100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: • Bidder keeps temperature logs of perishables/refrigerated trucks leaving distribution location and upon delivery to District. • Bidder's staff are properly and regularly trained in current safety procedures, • Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. • The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. • If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. • 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.	- HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire	10
Local Farmer Outreach Program	100% of Max Points: Bidder is able to support the Local Farmer Outreach Program (as defined above), deliver, and invoice Farm-direct items. Bidder has experience onboarding small farms (USDA definition of less than $350k gross income in sales/year) and can onboard a new farmer as a vendor in less than 10 business days. 0 Points: Bidder is unable to invoice Farm-direct items	• Responses to Questions Labeled "Local Farmer Outreach Program -" in Vendor Questionnaire.	5

Food and Nutrition Education	Bidder will receive 100% of Max Points for all of the following, 80% of Max Points for four of the following, 60% of Max Points for three of the following, 40% of Max Points for two of the following, 20% of Max Points for one of the following, and 0 points for none of the following: - Provide farm specific promotional materials - Farm Tours for Nutrition Services - Farm Tours for students - Farm visit to school/classroom - Provide nutrition education materials - Provide Training & Technical Assistance to school garden/farm	Responses to Questions Labeled "Food and Nutrition Education - " in Vendor Questionnaire	5
Vendor Consultation	100% of Max Points: Bidder's staff will be available for consultation to both districts staff about seasonal sourcing strategies and menu planning ideas that may deliver the best value to both school districts for a minimum of 2 hours per month. 0 Points: Bidder is unable to provide consultation for a minimum of 2 hours per month.	Responses to Questions Labeled "Vendor Consultation - " in Vendor Questionnaire.	5
Small and Mid-Scale Farms	100% of Max Points: Bidder is able to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district. 0% of Max Points: Bidder is unable to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district.	-Responses to Questions Labeled "Small and Mid-Scale Farms" -Accompanying Documentation	5
TOTAL POINTS:			145

By signing this, I acknowledge that I have reviewed the Co-Op's evaluation criteria.

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

Signature of Bidder's Authorized Representative:_____

Date of Signing:_____

VENDOR QUESTIONNAIRE (Attachment "4")

TO BE SUBMITTED WITH PROPOSAL

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

1. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the Districts can communicate through e-mail and by phone?

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

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

4. Service Reliability and Past Performance - How many years has your company distributed to K-12 schools? How many K-12 school districts do you currently service?

5. Service Reliability and Past Performance - What is your policy for communicating price adjustments and can you provide proof of statement?

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

7. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes? How much order lead time is recommended to reduce shortages?

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

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

10. Traceability / Buy American - What systems and processes do you have in place for tracking and labeling locally grown and/or raised products? Please describe current reporting/tracking mechanisms below.

11. Traceability / Buy American - Can you provide farm and/or brand name and location for all products on all invoices?
    - Yes - If you selected yes, please include an attached example with your bid package.
    - No

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

12. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
    - Yes
    - No (If No, attach the proposed delivery schedule.)

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

(unscored).

14. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? What is the deadline for cut & processed produced? (unscored question)

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

16. Minimum Delivery Amount - Do you require a minimum number of cases or dollar amount for delivery?

- Yes (If Yes, please indicate what your minimum is.)
- No

17. Contracting with Small Businesses: Does your business meet the criteria of a small business as defined in CA Health and Safety Code Section 23395.20 : *"Small business" means an independently owned and operated business, that is not dominant in its field of operation, that, together with affiliates, has 100 or fewer employees, and that has average annual gross receipts of ten million dollars ($10,000,000) or less over the past three years…"*?

- Yes
- No

18. Contracting with Minority-Owned Businesses - per CFR 200.321: Does the majority (51% or more) of your business ownership identify as women or minority individual(s)?

- Yes
- No

19. Technology and Reports - Can orders be placed online or by e-mail? Please describe the ordering procedure.

- Yes, both online and by email
- Only by email, no online ordering system
- No, Neither.

20. Technology and Reports - Please indicate the reports that you make available to your customers:

- market reports
- velocity reports with product specifications and pricing
- monthly statements
- weekly price lists

21. Safety Records and Controls - What is your procedure for notifying customers of a product recall?

22. Safety Records and Controls - Can all aspects of Product Quality Control (Service Level Agreement: section 7.5) as described in this agreement be met?

23. Safety Records and Controls - What is your procedure for notifying customers of a product recall?

24. Local Farmer Outreach Program - Do you have experience onboarding small farms?

- Yes

- No

25. Local Farmer Outreach Program - Are you able to purchase from, deliver, and/or invoice Farm-direct items as described in General Terms and Conditions?
    - Yes to all (Please describe Cost Plus Fixed Fee calculation for working with Local Farms)
    - No - invoice for Farm-direct items ONLY, but cannot warehouse the items, deliver the items, and/or process the items.
    - No - unable to invoice, warehouse, deliver, and/or process the items.

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

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

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

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

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

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

Signature of Bidder's Authorized Representative:_____

Date of Signing:_____

Print Name & Title of Authorized Representative: _____

Phone Number:_____

Email:_____

REFERENCES (Attachment "5")

TO BE SUBMITTED WITH PROPOSAL

Please submit three (3) current school district References references from districts of similar size and scope, in Orange County and surrounding areas, for contracts you have completed in the last three years that are of similar scope and complexity. The District reserves the right to include relevant history and reputation in Service Reliability and Past Performance evaluation. An unresponsive 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/ Customer	
Contact Person & Title	
Email Address	
Telephone Number	
Required Number of Deliveries per Week	

Reference #2

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

Reference #3

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

NON-COLLUSION DECLARATION (Attachment "6")

TO BE SUBMITTED WITH PROPOSAL

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

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

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

BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE (Attachment "7")

TO BE SUBMITTED WITH PROPOSAL

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Los Alamitos Unified School District and Huntington Beach City School District as Additional Insureds 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 CERTIFICATION (Attachment "8")

TO BE SUBMITTED WITH PROPOSAL

Labor Code Section 3700 in relevant part provides:

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

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.

1. Date: _____

2. Name of Vendor: _____

3. Signature: _____

4. Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

DRUG-FREE WORKPLACE CERTIFICATION (Attachment "9")

TO BE SUBMITTED WITH PROPOSAL

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

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

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

   a) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

.

DATE: _____ _____

CONTRACTOR

By: _____

EQUAL OPPORTUNITY EMPLOYMENT (Attachment "10")

TO BE SUBMITTED WITH PROPOSAL

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

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

CERTIFICATE

I/We hereby certify that the
_____(Company)

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

DATE: _____ _____
CONTRACTOR

By: _____

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION (Attachment "11")

The undersigned does hereby certify to the Los Alamitos Unified School District and Huntington Beach City School District ("District") as follows:

- That I am_____ a representative of _____("Vendor") under contract with the District;
- That I am familiar with the facts herein certified; and
- That I am authorized and qualified to execute this certificate on behalf of Vendor.

Vendor certifies that it has taken at least one of the following actions with respect to the Agreement (check all that apply):

_____ Vendor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor employees, agents, and volunteers 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 Vendor employees, agents, and volunteers who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Vendor certifies that all employees, agents, and volunteers will be under the continual supervision of, and monitored by, an employee of the Vendor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising is:

Name:

_____

Title:

_____

____ Vendor services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no Vendor employee, agent, or volunteer shall come in contact with District pupils.

Vendor's responsibility for background clearance extends to all of its employees, agents, and volunteers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Vendor.

Date: _____

Name of Vendor: _____

Signature:_____

Representative's Name: _____

Representative's Title: _____

CERTIFICATION AND DISCLOSURE STATEMENTS (Attachment "12")

TO BE SUBMITTED WITH PROPOSAL

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

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

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

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

Suspension and Debarment Certification

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

Certification Regarding Lobbying

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

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

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

Applicable to Both Certification Statements

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

exceed $100,000.

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

SFAs with Food Service Management or Consulting Contracts

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

Summary

- ***Suspension and Debarment Certification***

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

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

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

- ***Certification Regarding Lobbying***

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

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

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

If you have any questions, please contact Rae Vant, School Nutrition Programs Specialist, by phone at 916-445-6775 or 800-952-5609 or by e-mail at rvant@cde.ca.gov or Eric Burnette, School Nutrition Programs Specialist, by phone at 916-322-1641 or 800-952-5609 or by e-mail at eburnette@cde.ca.gov.

SUSPENSION AND DEBARMENT CERTIFICATION (Attachment "13")

TO BE SUBMITTED WITH PROPOSAL

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

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

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

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

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

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

Name of School Food Authority _____ Agreement Number _____

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name _____ Title _____

Signature _____ Date _____

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING LOBBYING (Attachment "14")

TO BE SUBMITTED WITH PROPOSAL

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

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

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

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

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

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

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

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

OR

Name of Food Service Management or Food Service Consulting Company:

Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

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

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

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. **Proposal/offer/application** b. **Initial award** c. **Post-award**	**3. Report Type:** a. **Initial filing** b. **Material change** **FOR MATERIAL CHANGE ONLY: Year:** **Quarter: _____**
4. Name and Address of Reporting Entity: **Prime 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 Entity (if individual, last name, first name, MI):	**10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):**

11. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature: _____** **Print Name: _____** **Title: _____** **Telephone No: (_____)_____ Date: _____**
Federal Use Only:	**Authorized for local reproduction** **Standard Form - LLL**

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

2. Identify the status of the covered Federal action.

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

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

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

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

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

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

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

10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).

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

According to Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection 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 instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT (Attachment "15")

TO BE SUBMITTED WITH PROPOSAL

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

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

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

OPTION #1 - CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

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

OPTION #2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to Proposal on, submit a Proposal for, or enters into or renews, a contract for goods and services.

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

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

OPTION #3: 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 Proposal 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)

CONTRACTOR'S CERTIFICATE REGARDING

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

TO BE SUBMITTED WITH PROPOSAL

The CONTRACTOR agrees that it will abide by and implement the Co-Op's Alcoholic Beverage and Tobacco-Free Campus Policy, prohibiting the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all time

DATE: _____ _____
CONTRACTOR

By: _____
SIGNATURE

CLEAN AIR AND WATER CERTIFICATION (Attachment "17")

TO BE SUBMITTED WITH PROPOSAL

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

_____
Name of 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 Vendor.

_____	_____	_____
Authorized Representative	Title	Date

BUY AMERICAN CERTIFICATION FORM (Attachment "18")

TO BE SUBMITTED WITH PROPOSAL

BUY AMERICAN PROVISION (7 CFR, sections 210.21d and 220.16d; U.S. Department of Agriculture Policy Memorandum SP 23-2024) Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760n), that requires all school food authorities to purchase, to the maximum extent practical, domestic commodities or products. This Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture. Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports the Co-Op working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Food Services Department (CNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

The Buy American provision applies to SFA's located in the forty-eight contiguous United States and is one of the procurement standards Program Operators must comply with when purchasing commercial food products served in the school meals programs.

Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, "substantially using agriculture commodities that are produced in the United States" means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are composed of more than 51 percent domestically grown items, by weight or volume as determined by the Co-Op.

We require that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test, which defines the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

"We certify that our food products were manufactured in the United States and have at least 51% U.S. contents."

Date _____

Vendor Name _____

Completed By _____

Non-Domestic Food Products Limitation

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, Bidder must submit in writing to the District, a minimum of 30 days in advance of delivery. The request must include the following:

(1) Alternative substitute(s) that are domestic and meet the required specifications:
(a) Price of the domestic food alternative substitute(s); and
(b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
(2) Reason for exception: limited/lack of availability or price (include price):
(a) Price of the domestic food product; and
(b) Price of the non-domestic product that meets the required specification of the domestic product.

Effective School Year 2025–26, per USDA regulations, SFA's shall limit the total cost of non-domestic commercial food products purchased under this contract to no more than 10 percent of the total commercial food cost. Vendors must track and report non-domestic food purchases to ensure compliance with this threshold.

I/we _____, certify that only domestic commodity or food/beverage products will be supplied to the Co-Op unless all are true:

a) mutually agreed upon and pre-approved by the Lead Agency
b) the total cost of non-domestic commercial food products purchased under this contract will not exceed 10 percent of the total cost of all food products purchased under this contract
c) Vendor will provide information to the District on product and ingredient origin as needed to monitor Buy American compliance.

_____

Signature Date

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

The Co-Op will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between the Co-Op and the vendor and documented.

PROHIBITION ON POULTRY OR SEAFOOD PRODUCTS IMPORTED FROM THE PEOPLE'S REPUBLIC OF CHINA VENDOR CERTIFICATION (Attachment "19")

TO BE SUBMITTED WITH PROPOSAL

Adapted from California Department of Education's PRU-21

To ensure compliance with the Consolidated Appropriations Act of 2021 that was first signed into law on December 27, 2020, and then amended on March 15, 2025 and mandates that all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry or seafood products that are imported into the United States from the People's Republic of China. It is the program operator's responsibility to ensure the country of origin for all nondomestic raw or processed poultry or seafood products, whether purchased directly by the program operator or on their behalf. The prohibition was first set forth in the Consolidated Appropriations Act of 2021 (Public Law 116–260) Division A, Section 764, and subsequently renewed, and does not allow for any exceptions.

Implementation of this prohibition should be done by including the provision in all procurement solicitations and contracts for the procurement of poultry or seafood. To ensure compliance with the prohibition, program operators should obtain a certification of acknowledgment from their supplier, e.g., manufacturer, processor, or distributor, that acknowledges their agreement to comply with the prohibition stated within the Consolidated Appropriations). A sample of the certification language is attached to this communication and is also located below.

Vendor Certification:

The Consolidated Appropriations Act of 2021 (Public Law 116–260), Division A, Section 764 (signed into law on December 27, 2020), and subsequently renewed annually, first prohibited Child Nutrition Programs from using federal funds to procure raw or processed poultry or seafood products that are imported into the United States from the People's Republic of China.

We _____ (insert vendor name), certify that _____ (insert product name) does not use federal funds to procure raw or processed poultry or seafood products that are imported into the United States from the People's Republic of China.

We further acknowledge that noncompliance with this federal requirement may result in a finding of disallowable cost(s).

_____

Respondent Company Name

_____

Name(s) and Title(s) of Authorized Representatives

_____

Signature(s) Date

ITEMIZED BID LIST (Attachment "20")

TO BE SUBMITTED WITH PROPOSAL

This attachment is provided as a separate spreadsheet. Please use the Itemized Bid List Link to get to the Itemized Bid List spreadsheet. Please note, pricing must be submitted in Excel or Google Sheet format. The Itemized Bid List will be protected to avoid accidental edits. To enter your data and pricing, please follow the following steps.

- Click "File" in the top left corner.
- Choose either "Download" or "Make a Copy".
- Add your company name to the file name.
- Bidders may enter suggested, similar products on additional lines provided at the bottom (highlighted green).
- Bidders are not required to bid on all items. The Co-Op may award to multiple bidders. Please enter "NO BID" for items you are not bidding on.
- Instructions for entering your data into your downloaded document to be submitted with your proposal
  Please initial each paragraph and return with your bid.

  *I understand that I need to complete all yellow cells on the Itemized Bid List.
  Initial: _____

  *I understand that the "Notes" column should be used to indicate if the item I am bidding is a special order, requires a minimum purchase, is a market item or is an alternative to what was listed. I understand that all items will be expected to be stocked and available for delivery on the next delivered order unless they are noted as special order.
  Initial: _____

  *I understand that I need to note in the origin column (column U) the origin of all items according to the timeframe being offered.
  Initial: _____

  *I understand that the completed Itemized Bid List may be submitted in PDF version but MUST also be submitted in spreadsheet format (Excel or Google Sheet). I understand this sheet is not to be edited by the Bidder, nor will the Bidder be given editing permissions.
  Initial: _____

END OF RFP