



REQUEST FOR PROPOSAL

RFP# 10-23-24

Fresh Produce

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| RFP Issued | April 4, 2024 |
| Publication | <i>Paramount Journal</i> April 4 and 11, 2024 |
| Deadline for Questions | April 22, 2024, by 1:00 PM |
| Responses to Questions | April 23, 2024, by 1:00 PM |
| Proposal Deadline | April 25, 2024, by 10:00 AM |
| Interviews (if necessary) | April 30, 2024, 10:00 AM |

Paramount Unified School District
Student Nutrition Services Department

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| To: Paramount Journal Attn: Legal Notices | This legal notice is to be published on the following date: FIRST PUBLICATION: April 4, 2024 SECOND PUBLICATION: April 11, 2024 |
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NOTICE OF REQUEST FOR PROPOSAL

Notice is hereby given that the Board of Education for THE PARAMOUNT UNIFIED SCHOOL DISTRICT, Paramount, CA (Los Angeles County), will receive proposals for the following:

RFP# 10-23-24 – Fresh Produce

Sealed proposals must be marked with the title and returned prior to **10:00 a.m. on April 25, 2024**, to the Paramount Unified School District, Purchasing Department, 8555 E. Flower, Paramount, CA 90723. Proposals received later than the aforementioned date and time will be returned to the sender unopened. Facsimile (FAX) copies of proposals or related documents will not be accepted.

The Request for Proposal information packet may be obtained from the Paramount Unified School District Purchasing Office, 8555 Flower Street, Paramount, CA 90723, (562) 602-8098, visit the Paramount USD Purchasing website at: <https://bit.ly/ParamountUSD Purchasing> or contact Purchasing via email at purchasing@paramount.k12.ca.us.

A **mandatory delivery of samples** for the purpose of quality and taste testing will be held on **April 17, 2024**, with samples to be delivered by no later than 10am at Paramount Unified School District, 8555 Flower Street, Paramount, California 90723.

The Board of Education reserves the right to reject any and all proposals, to waive any discrepancy or technicality, and to award the contract for goods or services to other than the lowest proposal. The award of contract, if made by the District, will be to the qualified firm whose bid best complies with all the requirements set forth in the proposal documents and whose proposal, in the opinion of the District while complying with all legal requirements, is in the best interest of the District taking into consideration all aspects of the contractor’s response, including the total net cost.

No bidder may withdraw their proposal for a period of sixty (60) days after the date set for the opening of the proposals. Refer to the formal proposal documents and specifications for additional information, terms, and conditions.

Julian Solis
 Assistant Director of Purchasing

Paramount Unified School District
8555 Flower Street
Purchasing Department
Paramount, CA 90723
Fresh Produce Request for Proposal # 10-23-24
Submit RFP by April 25, 2024 at 10:00 a.m.

REQUEST FOR PROPOSAL SIGNATURE PAGE

Background

The District is providing this RFP inviting experienced and proven supply partners (Bidder) to submit proposals to provide Fresh Produce and delivery for the campuses. The Fresh Produce must meet the current Federal and State nutrition guidelines for the National School Lunch Program, as well as, the Smart Snacks Compliance for Ala Carte Sales. This RFP defines the program, the products and the services that are being sought from the Bidder and generally outlines the program requirements.

Request for Proposal Signature Page

Before submitting your proposal, please read the **Instructions, Required Bid Documents, and Contract Agreement** and thoroughly acquaint yourself with the project. Submit all proposals in a sealed envelope showing the Company Name, RFP Name & Number, Submission Due Date, and Time. Proposals must reach the Paramount Unified School District Purchasing Department and checked-in by a member of this office, at the address listed above by the time and date listed above. Follow the Required RFP Documents Checklist to assist with ensuring a complete RFP package.

Questions from the Bidders and answers/clarifications will be published on the PUSD website by 1:00 PM on April 23, 2024. **It is the Bidders responsibility to check the website for any and all addendums, clarifications, or answers to questions.**

If further clarification is needed, prior to that date, contact Purchasing via email at purchasing@paramount.k12.ca.us with the subject line of "RFP# 10-23-24 Questions".

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signed By: _____

Printed Name of Signor above: _____

Title: _____ Date: _____

Company Name: _____

Mailing Address: _____

City State Zip Code: _____

Phone Number Fax Number: _____

E-Mail Address: _____

PROJECT SCHEDULE

All events are held at Paramount Unified School District, Purchasing Department office located at 8555 Flower Street, Paramount, CA 90723.

| | |
|---|--|
| Issue Date: | April 4, 2024 |
| Proposal Due: | April 25, 2024 at 10:00 a.m. Purchasing Department Office |
| Bidder's Interview: <i>(if applicable)</i> | April 30, 2024 at 10:00 a.m. |
| Intend to Award: | May 14, 2024 |
| Notification to selected Distributor(s): | May 15, 2024 |
| Recap of RFP: | Available after May 20, 2024 |

Contact: *(for RFP questions and procedures)*

Purchasing Office
Paramount Unified School District
8555 Flower Street
Paramount, CA 90723
purchasing@paramount.k12.ca.us

INSTRUCTIONS TO PROPOSERS

PURPOSE OF THIS RFP

The District is seeking proposals from qualified companies to procure and deliver fresh produce to receiving sites within the District. The RFP will be awarded to one (1) winning Distributor. A second distributor may be awarded as a backup. A backup Distributor will only be used when the winning distributor is unable to deliver the item(s) ordered by the District on a regularly scheduled delivery date. Furthermore, in the event that the winning distributor is unable to fulfill the contract requirements thus result in a cancellation of the original contract between the winning Distributor and the District, a backup Distributor may enter into a contract with the District upon mutual agreement without submitting another proposal. Proposals made in this RFP by the backup Distributor shall stay effective till the end of the contract term. The District will act as the sole judge on whether the contract requirements are met to the District's satisfaction. This RFP defines the program, the products, and the services that are being sought from the Distributor and generally outlines the program requirements.

SCOPE OF SERVICES (Fresh Produce)

The selected distributor will partner with the District over the term of the contract resulting from this RFP to procure and deliver Fresh Produce to sites designated within the District (see Appendix).

Sites will require delivery 2 days per week (see Appendix for delivery sites and details). Delivery schedules will be determined by the District based on their operational needs.

GENERAL CONDITIONS AND INSTRUCTIONS

Proposals are requested for furnishing the District Fresh Produce for the period of July 1, 2024 effective through June 30, 2025. The District reserves the right to determine purchase amount based on District's operational needs.

Proposals are to be verified before submission, as they cannot be corrected after proposals are opened. The signatures of all persons authorized to sign the bid shall be in longhand. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid. All blanks in the proposal form must be appropriately filled in.

Proposers shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. The submission of a contract shall be taken as prima facie evidence of compliance with this section.

Changes in or additions to the proposal form, recapitulations of the work proposed upon, alternative proposals, or any other modification of the proposal form which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the invitation process.

All proposals shall be submitted in sealed envelopes bearing on the outside the **name of the vendor, business address, the name and RFP number, submission due date and time**. It is the sole responsibility of the distributor to see that their proposal is received in

proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the distributor unopened. No oral or telephonic modification of any proposal submitted will be considered.

LIMITATIONS

The District reserves the right to contract with any entity responding to this RFP, to reject any proposal as non-responsive, and not to contract with any Distributor for the services described herein. The District makes no representation that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFP. The District may take into account the performance of the Distributor with respect to any recent contract(s) with other school districts. The District, however, reserves the right to reject any one or all proposals, to waive any informality or irregularities in any proposals or in the bidding, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the most responsible proposal MEETING ALL THE CRITERIA SPECIFIED IN THE PROPOSAL. The District further reserves the right to not necessarily purchase all items and/or quantities listed in the RFP document. The quantities listed are estimates to the needs of the District and may be adjusted to meet the actual needs, when determined. The proposer hereby agrees and acknowledges that monies utilized by the District to fulfill bid requirements is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and/or limit quantities of items due to non-availability or non-appropriation of sufficient funds.

PROJECT DESCRIPTION AND RESPONSIBILITIES OF DISTRIBUTOR

The District intends to select the most responsive and responsible distributor that will best meet the District's needs for supply and distribution of Fresh Produce products and services for the period of July 1, 2024 effective through June 30, 2025.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

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

1. Proposal Format and Required Information

Distributors responding to this RFP must follow the format in the section of Required RFP Documents starting on page 14. A complete proposal will contain all items listed on the Required RFP Document.

Distributor must submit one (1) PAPER copy of their proposal packet AND one (1) DIGITAL copy on a FLASH DRIVE.

Proposals should be properly and legibly filled out, include responses to all questions, and are to be verified before submission, as they cannot be corrected after proposals are opened. Changes in or additions to the RFP form, alternate bids, or any other modifications of the RFP form which are not specifically called for in the RFP documents may result in District's rejection of the RFP as not being responsive to this RFP. Distributors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. It is the sole responsibility of the Distributor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. Oral, telephone, telegraphic, or facsimile RFPs or modifications will not be considered. You may include a link to your company's web site to reference supplemental or additional information.

- a) The RFP submitted must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the RFP.
- b) Proposals are to be verified before submission, as they cannot be corrected after proposals are opened. All proposals shall be submitted in sealed envelopes bearing on the outside the **name of the vendor, business address, the name and RFP number, submission due date and time**. It is the sole responsibility of the vendor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral or telephonic modification of any proposal submitted will be considered.
- c) Each proposal must have an original signature in ink of only one (1) responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Failure to sign properly may result in rejection of the proposal. Obligations assumed by such signature must be fulfilled.
- d) Distributors shall fully answer each question on the Contract Agreement and Vendor Questionnaire documents for this proposal. A proposal shall be deemed non-responsive if a Distributor fails to answer every question on the above-mentioned documents.

- e) Where there is a conflict in the words and the figures, the words shall control over the numbers.

2. Withdrawal of Proposal

Any proposer may withdraw his RFP personally or by written request, to the Paramount Unified School District Assistant Director of Purchasing, at any time prior to the scheduled closing time for submission deadline. Any request for withdrawal received after 10:00 a.m. on April 25, 2024 will not be honored.

3. Interpretation of Bid Documents

If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies in, or omissions from the specifications, he/she may submit to the District a written request (e-mail) for an interpretation or correction thereof. The person submitting the request will be responsible for prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly posted on District website, www.paramount.k12.ca.us by 1:00 pm, April 23, 2024. No additional addendums will be issued after that date and time. The District will not be responsible for oral interpretations. All addenda issued during the time of proposal shall be incorporated into the RFP automatically.

Proposals are to be delivered to:

**Paramount USD
Purchasing Department Office
8555 Flower Street
Paramount, CA 90723**

4. Contract Award

Subject to the provisions herein, Contract award will be made to the responsible proposer with the "highest scored," responsive proposal, with price being given the highest weighted factor. The District further reserves the right to contract the work with whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:

- a. After the opening of proposals, an RFP review committee representing the District will score the proposals based on the evaluation criteria enclosed.
- b. The committee may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by a proposer, and require additional information and/or evidence of qualifications to perform the services described in the RFP. The committee shall have the right to inspect the distribution facility or facilities and equipment to be utilized by the interviewed proposer. Inspection of facilities and sampling of products may be used to determine the successful vendor.
- c. The District may interview one Distributor without further discussion, or interview other Distributors. The District is not obligated to invite any or all finalists for an interview.

- d. The committee will make a recommendation to the District's School Board.

The District will be the sole judge of merit and not necessarily accept the lowest price offered. On behalf of the District, the Paramount Unified School District Purchasing Department will issue an Intent to Award letter to the successful bidder. The award will be formally made by the Paramount Unified School District Board of Education in a timely manner. In the event that a second vendor is awarded as a backup, the district will mail Intent to Award letter to the backup distributor in the same manner.

If contractual agreement cannot be reached with the apparent successful Distributor, the District may cancel the award and negotiate with the next highest ranked proposer.

5. Interviews / Reference Checks

The District, at its sole discretion, may elect to conduct interviews with finalists, or directly select a Distributor based on the response to this request for proposal. The District may perform investigations of proposing Distributors that extend beyond contacting the references identified in the proposals. Following the evaluation/interviews, the selection committee will make recommendations to the Superintendent and Board of Education regarding the candidates. The criteria for these recommendations will include those identified above.

6. Final Determination and Award

The District reserves the right to contract with any entity responding to this RFP, to reject any proposal as non-responsive, and not to contract with any Distributor for the services described herein. The District makes no representation that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFP.

The District may take into account the performance of the Distributor with respect to any recent contract(s) with other school districts, experience and facilities, financial condition, reputation in the industry and other factors which could affect the Bidder's performance. If requested by the District, the Bidder shall furnish a notarized financial statement to permit an appraisal of its current financial condition.

The District, however, reserves the right to reject any one or all proposals, to waive any informality or irregularities in any proposals or in the bidding, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the most responsible proposal MEETING ALL THE CRITERIA SPECIFIED IN THE PROPOSAL.

The District further reserves the right to not necessarily purchase all items and/or quantities listed in the RFP document. The quantities listed are estimates to the needs of the District and may be adjusted to meet the actual needs, when determined.

The award of the contract, if made by the District, will be by the action of the Board of

Education, to the responsive and responsible bidder based on taste, appearance, quality, nutritional requirements, price and any other requirements of the proposal.

The proposer hereby agrees and acknowledges that monies utilized by the District to fulfill bid requirements is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and/or limit quantities of items due to non-availability or non-appropriation of sufficient funds.

7. Protest by Bidders

Any actual or prospective proposer may protest a bid award if he/she believes the award is not in compliance with the law, does not follow bid procedures, or does not meet bid specifications. A protest must be filed in writing with the Assistant Superintendent of Business Services or designee before 4 p.m. on the third business day following the District's Intent to Award. Such protests must include all documents supporting or justifying the protest. The protesting party must mail or deliver copies of the protest to the Purchasing department. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

In the event of a timely protest, the District shall not proceed further with the solicitation or award of the contract until the protest is resolved.

The District shall review the documents submitted with the bidder's claims and render a decision in writing within five (5) working days. The District may also convene a meeting with the bidder in order to attempt to resolve the problem.

If the bidder is not satisfied with the District's decision, the bidder may appeal to the District's Superintendent. The District shall provide notice to the bidder of the date and time of the appeal meeting at least three business days before the meeting. The Superintendent's decision shall be final. The following shall be provided to the District's Superintendent for review:

1. A specific identification of the statutory or regulatory provision that the protesting party alleges has been violated.
2. A specific description of each action by the district that the protesting party alleges to be a violation of the statutory or regulatory provision that the protesting party has identified.
3. A precise statement of the relevant facts.
4. A statement of any issues of law or fact that the protesting party contends must be resolved.
5. A statement of the argument and authorities that the protesting party offers in support of the protest.
6. A statement that copies of the protest have been mailed or delivered to the District and all other identifiable interested parties.

The District's Superintendent may settle and resolve the dispute over the solicitation or award of a contract at any time before the matter is submitted on appeal. The District may solicit written responses to the protest from other interested parties.

If the protest is not resolved by mutual agreement, the District's Superintendent shall issue a written determination that resolves the protest.

1. If the District's Superintendent determines that no violation of statutory or regulatory provisions has occurred, then the district shall inform the protesting party and other interested parties by letter that sets forth the reasons for the determination.
2. If the District's Superintendent determines that a violation of any statutory or regulatory provisions has occurred in a situation in which a contract has not been awarded, then the District shall inform the protesting party and other interested parties of that determination by letter that details the reasons for the determination and the appropriate remedy.
3. If the district determines that a violation of any statutory or regulatory provisions has occurred in a situation in which a contract has been awarded, then the District shall inform the protesting party and other interested parties of that determination by letter that details the reasons for the determination. This letter may include an order that declares the contract void.

The District shall maintain all documentation on the purchasing process that is the subject or a protest or appeal in accordance with the retention schedule of the District.

8. Execution of Contract

The signed contract forms submitted by the proposing Distributor become fully executable after the award of the RFP. In the event the Distributor to whom an award is made fails or refuses to execute the contract within the period provided in this section, the District may work with the backup distributor, or may reject all proposals and may issue a new Request for proposal.

Services

Seasonal Sourcing and Menu Planning

District wishes to increase the consumption of fruits and vegetables among students, ensure that students are receiving high quality produce, and incorporate produce that is in season to the extent possible. District would like to utilize the expertise of the Fresh Produce vendor to ensure that these objectives are met during the sourcing and menu planning process.

"Best Served On" Information

In the interest of serving the highest quality of produce to students, Food Services would like the produce vendor to provide and maintain a "Best Served On" list for all cut produce purchased by the District. This list will assist menu planners in placing produce on optimal days of the week to maximize produce freshness.

Department of Defense (DOD)

The District may participate in the DOD produce program. Purchases for these programs may be separate and are not included in this quotation.

Locally Grown

District strives to provide our students with seasonal locally grown produce when available. The District prefers produce which is grown in California or within 300 miles of Los Angeles County. In order to provide the best quality produce to our students. Providing students locally grown unique produce will be an exceptional benefit to District. Produce sheets (product specification sheets) that include the point of origin on all fruits and vegetables will allow the District the opportunity to purchase to the maximum extent locally grown produce.

Country of origin must be stated for each product on invoices.

Buy American Provision

The SFA participates in meal programs that require the use of nonprofit funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U.S. as provided in 7CFR(d) and 220.16(d). Districts must be notified and accept any non-domestic produce prior to shipment.

Produce vendor must include in bid documents a produce calendar indicating were vendors plan to purchase each produce item each month. This will assist the District in supporting U.S. farmers.

REQUIRED RFP DOCUMENTS

REQUIRED RFP DOCUMENTS CHECKLIST

DISTRIBUTORS RESPONDING TO THIS RFP MUST FOLLOW THE FORMAT IN THE SECTION OF REQUIRED RFP DOCUMENTS. The following must be completed and submitted with the proposal package in this order to be considered. See the following pages for further descriptions of each item.

| | |
|--|--|
| 1. Cover Letter (Note: Provide your own document) | |
| 2. Request for Proposal Signature Page | |
| 3. Contract Agreement | |
| 4. Vendor Questionnaire and Evaluation Criteria | |
| 5. Reference List (Note: Provide your own document) | |
| 6. Public Liability and Property Insurance (Note: Provide your own document) | |
| 7. Non-Collusion Declaration | |
| 8. Hazard Analysis Critical Control Point Plan (Note: Provide your own document) | |
| 9. Disaster Contingency Plan (Note: Provide your own document) | |
| 10. Food Security and Safety program (Note: Provide your own document) | |
| 11. Product Recall Program (Note: Provide your own document) | |
| 12. Suspension and Debarment Certification / Certification Regarding Lobbying | |
| 13. Disclosure of Lobbying Activities | |
| 14. Required RFP Documents Checklist | |
| 15. Flash Drive(s) / Sealed Docs | |
| 16. List of Items Kept in Stock | |
| 17. Copy of Addendums issued | |
| 18. Bid documents | |

Completed by: _____ **Title:** _____

Signature: _____ **Date:** _____

REQUIRED RFP DOCUMENTS *Submit all of the following documents with your proposal.*

1. Cover Letter (three single sided pages maximum) (Note: Provide your own document)

Include the following components in the cover letter:

- RFP number in the beginning of the letter.
- A brief statement of interest and summary of relevant qualifications to engage in a professional relationship with the Paramount Unified School District.
- The following statements:
 - "I certify that I have read the attached RFP and accompanying instructions and that I am authorized to commit the firm to the proposal submitted."
- Name and Nature of Distributor's Legal Entity: Specify in the proposal the name and nature of the legal entity and any fictitious name(s) under which it does any business. An authorized officer or person shall sign the proposal under the correct firm name.
 - Distributor name
 - Address
 - Name of contact person
 - Phone number
 - Email address
 - Year Distributor was established
 - Number of employees
 - Website/Facebook page
 - Signature of authorized officer or person
 - Corporate seal (if a corporation)

2. Request for Proposal Signature Page

An authorized officer or person shall sign the proposal under the correct firm name.

3. Contract Agreement

The form of contract agreement, which the successful proposer, as Distributor, will be required to execute, is included in the contract agreement section and should be carefully examined and completed by the proposer. Proposers are required to fill in the blank lines in the contract to complete the proposal. No proposals shall receive consideration by the District unless this contract agreement is completely filled out and signed with the proposal. The complete contract includes documents that are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. Both the winning distributor and, when applicable, the backup distributor will be required to execute the signed contract agreement when the RFP is awarded. Distributors who are not awarded the RFP are not required to execute the signed contract agreement.

4. Vendor Questionnaire and Evaluation Criteria

Distributor shall be required to respond to each of the attached questionnaires completely to be considered and encouraged to provide detailed responses. Provide your answers on the Vendor Questionnaire and Evaluation Criteria included with this RFP.

5. Reference List (one page maximum) (Note: Provide your own document)

Please supply the contact information for four (4) like size School Districts Food Service/Child Nutrition Departments you are currently providing produce service to.

List must include the following information for each contact:

- a. District name
- b. Address
- c. Contact name and telephone number

6. Public Liability and Property Insurance (Note: Provide your own document)

Distributor shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Distributors are required to furnish certificates of insurance prior to start of work.

A. A two-page Certificate of Insurance (COI) for your company. The certificate must:

- Show at least \$1,000,000/Occurrence and \$1,000,000/Aggregate of Commercial General Liability insurance coverage which must include the following coverage:
 - Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned)
 - Property Damage Liability Insurance including auto (both owned and non-owned)
 - Premises/Operations Liability
 - Products/Completed Operations Liability
 - Contractual Liability
 - Broad Form Damage
 - Independent Contractor's Coverage
- Show evidence of Worker's Compensation Insurance in compliance with applicable statutory requirements and Employer's liability coverage in the amount of \$1,000,000 per occurrence
- Insurance certificate must name the District as additional insured by separate written endorsement and on COI.
- Certificate to be submitted by vendor must be submitted prior to award.

7. Non-Collusion Declaration

Distributors on this contract are required to submit a Declaration of Non-collusion with their proposal. This form is included with the proposal package and must be signed under the penalty of perjury and dated.

8. Hazard Analysis Critical Control Point (HACCP) Plan (Note: Provide your own document)

Distributors on this contract must have a HACCP Program in place for the company. A copy of the vendors HACCP Plan must be submitted with this proposal.

9. Disaster Contingency Plan (Note: Provide your own document)

A copy of the Distributor's Disaster Contingency Plan must be submitted with this proposal.

10. Food Security and Safety Program (Note: Provide your own document)
A copy of the Distributor's Food Security and Safety Program must be submitted with this proposal. Contractor shall include with submitted proposal; 2 most recent county health inspection reports conducted by local Health Department authorities.
11. Product Recall Program (Note: Provide your own document)
A copy of the Distributor's Product Recall Program must be submitted with this proposal.
12. Suspension and Debarment Certification / Certification Regarding Lobbying
This form must be completed and submitted with this proposal. Proposals received without these forms/certifications might be deemed non-responsive.
13. Disclosure of Lobbying Activities
This form must be completed and submitted with this proposal. Proposals received without these forms/certifications might be deemed non-responsive.
14. Required RFP Documents Checklist
A checklist for required RFP forms is included in this RFP. Complete and submit with this proposal.
15. Flash Drive(s) / Sealed Docs
Distributor must submit one (1) paper copy of their proposal packet AND one (1) digital copy on a flash drive.
16. List of Products Kept "In Stock" (Note: Provide your own document)
Include a list of products regularly kept in stock at Distributor.
17. Copy of Addendums issued
18. Bid sheets

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

CONTRACT AGREEMENT

CONTRACT AGREEMENT

(Fresh Produce Distribution RFP # 10-23-24)

THIS CONTRACT AGREEMENT (this “Contract”), made and entered into this _____ day of _____, 2024, by and between Paramount Unified School District (the “District”) and

Distributor/Contractor Name (Hereinafter referred to as “Distributor”)

Mailing Address

City / State / Zip Code

RECITALS

The District and successful proposer hereby desire to set forth their agreement with respect to the sale to the District, and the purchase from the successful proposer, of products on the terms and conditions hereinafter set forth.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

TERM OF AGREEMENT

The term of this agreement will be from July 1, 2024 effective through June 30, 2025.

CONTRACT RENEWALS

This contract is deemed to be a CONTRACT FOR PRODUCTS AND SERVICES. Under the California Education Code Article 3, Section 17596. If mutually agreeable, the District(s) reserve the right to renew the contract for two (2) additional twelve (12) month periods not to exceed three (3) years.

The initial contract period for this BID will be July 1, 2024 through June 30, 2025, with the option to renew for up to two (2) additional years, in one (1) year increments (Extension 1: July 1, 2025 to June 30, 2026 and Extension 2: July 1, 2026 to June 30, 2027), in accordance with Education Code Section 81644. District’s Board of Education reserves the right to not renew the contract at the end of each annual period. Prices are to be the price at which the item will be sold to the District.

This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the Distributor, in writing, thirty (30) days prior to the expiration of the contract. The product cost may be “subject to adjustment” at the beginning of each annual contract period. It is expressly understood that the contract rate increases are not automatic or guaranteed. The Distributor’s request to increase the current price will be evaluated and considered when such adjustments are requested. The District(s) reserves the right to reject any such request and re-bid and/or terminate said contract within the provisions of the existing agreement. Price adjustments may be accepted or rejected by the District. Increases in price(s) in this RFP may not exceed 5 % as supported by increases in the LA Wholesale Market Report (comparison of week of May 27, 2024 to May 26, 2025). Vendor must submit both reports to District for approval of

price increase) or the increase in the Consumer Price Index Urban for the Los Angeles/Long Beach region or price increases verified by labor rate increases justified by increases in labor contracts or State of California Department of Industrial Relations prevailing wage rates. The specific index to be reviewed is the C.P.I. for Los Angeles-Riverside-Orange County, California for the month of [that month which is six (6) months prior to the contract's annual end date] each year using the "Special Aggregate Index" category of "All Items Less Shelter" under the "All Urban Consumers" column. Only one method may be used for price increases. Justification for price changes must be submitted to District for approval

DISCONTINUANCE OF SERVICE

Failure on the part of the successful Distributor to meet contract requirements shall be cause for cancellation. Either party may cancel the contract upon a thirty (30) day written notice to the other party prior to the end of the contract term.

The District reserves the right to discontinue service upon 24-hours' notice for due cause which shall include such reasons as unsatisfactory product or service; or to extend the contract with present Distributor upon annual review of weighted factors, performance of service and/or provision of quality products. FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.

The District shall hold the successful Distributor liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the successful Distributor fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful Distributor. Additional costs accrued by the District through this purchase may be deducted from unpaid invoices or must be paid to the District by the successful Distributor. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

PRICING AND PRICING METHODOLOGY

1. Pricing:

Pricing for processed produce, including baby carrots, will be based on yearly fixed pricing. Price increases will not be allowed during the term of this contract. Unprocessed seasonal produce will be based on quarterly pricing. Pricing must be submitted for each quarter.

Bidders certifies that prices are the lowest offered any comparable customer. District will be given the benefit of any lower prices or price decreases during the term of the contract. Bidder will notify District in writing of the decrease. All orders placed under this agreement will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of delivery date. Proposal prices are to include transportation, shipping and delivery cost to designated location within the District.

A. Invoices are checked regularly. Any discrepancies in pricing will require a credit for

the price discrepancy and the pricing to be corrected in the system, to avoid future errors. Continued negligence in invoicing will result in a \$50.00 fine for each item, in addition to a credit for the price discrepancy of the products purchased. Ongoing, improper billing may result in termination of the RFP. Ongoing unapproved substitution, without cause by nature, is also reason for termination of the RFP.

- B. In the event of severe market changes, a price escalation may be requested to the District no later than 15 days prior to the price change. Any request for escalation in price shall be in writing and include written proof of cost increases or other justification supporting the request for the escalation and estimated period of time price increase is being requested for. Justification must be based on documents approved by the District. District reserve the right to cancel any contract if price escalation is unacceptable, and to solicit other vendors for any part or portion of the RFP.
- C. Any decrease in prices which may occur during the period of the contract shall be passed onto District.

2. Pricing:

The pricing submitted must remain in effect for the term of the contract.

3. Quantities:

The quantities listed herein are estimates only and based on the prior year's usage of the District. District reserve the right to purchase reasonably more or less than the quantities stated.

4. Produce Product Quality:

All products must follow the specifications as indicated. All products must be fresh and U.S. Grade 1 or better unless otherwise specified. All processed vegetables should be sealed in airtight plastic bags or containers. In the event of off flavor, damaged, or otherwise unusable products, provisions must be made for pick up, exchange and issuance of proper credit.

All items are to be prepared and packaged without added sulfites or preservatives. The vendor shall attach a letter of certification stating this. All items must contain a date for pull or preparation. Vendor must state whether product is dated as "Produced Date" or "Pull date". Pull dates are preferred.

FUEL SURCHARGES

Absolutely **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.

ORDER CONDITIONS/DELIVERY MINIMUMS

There shall be **no minimums in dollar, volume or case counts**. If vendor is limited by geographical constraints or delivery days (logistics) or plan to assign a minimum drop size, please indicate

those limitations in your proposal.

The District shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

The District does not guarantee that all items or quantities shown on this bid will be purchased. Quantities indicated are approximate and the District reserves the right to increase or decrease the number of units to be purchased if deemed necessary.

The District reserves the right to add items to the contract during the contract period. Prices for additional items will be negotiated. Additional items added to this contract will not exceed 10% of the value of the contract.

VEHICLE DELIVERY CONDITIONS

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

Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either produce or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures.

Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings.

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

DRIVING ON PREMISES

The successful bidder's representative driving motor vehicles on the District's school grounds will use extreme caution, especially when school is in session. Drivers will lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or opened, evidence of vandalism, etc., should be reported to the Food Service Office at (562) 602-6031.

- a. The successful bidder shall be fully responsible for any damage to school property, buildings, structures, or grounds as a result of his operations. Should the successful bidder fail to make these repairs within five (5) calendar days and to the satisfaction of the District, the District shall have the corrections made and charge the successful bidder or make necessary set-offs by diminution of payments due the successful bidder.
- b. Trucks used under this contract must qualify in each minute detail under the laws of the State of California, the rules and regulations of the Highway Patrol, and

other applicable ordinances. All products must be delivered in clean refrigerated trucks.

PRODUCT QUALITY CONTROL

The District reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor in default.

All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Distributor’s plant is located or by the applicable federal standards, whichever is higher.

Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of Los Angeles or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

Distributor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. Products received shall not have a shelf life or expiration date less than one week from the date of delivery.

Distributor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information.

In the event of product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with proposal (HACCP Plan, Food Security and Safety Program including Pest Control Policy).

INFERIOR PRODUCT, INSPECTION AND ACCEPTANCE

The Distributor agrees to permit inspection of the delivered items by a representative of the District’s Student Nutrition Services Department with the right of rejection of inferior merchandise. The District’s decision shall be final. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the successful bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.

District will reject all products that are not received at the proper temperature (For processed items, 41 degrees or lower).

In addition, if the successful bidder fails to furnish timely disposition instructions for inferior product, the District may dispose of the nonconforming supplies/items/goods and is entitled to full credit for inferior product.

PACKAGING

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

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

“BUY AMERICAN” PROVISION

Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the “Buy American” provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, Distributors offering product and/or products ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased. Vendor must notify District when product is being purchased outside the United States prior to delivery. The successful bidder understands that substitutions deviating from the Buy American provision will not be accepted unless prior approved by District.

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 3 day (s) 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.

NUTRITIONAL INFORMATION AND LABELING

In order to accommodate the computerized menu system utilized by the District Student Nutrition Department, the successful Distributor shall be required to provide a complete nutrient analysis of some products, as requested by the District. The nutrient information may be obtained from an independent laboratory.

The following information will be furnished upon request from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C

(mg), calcium (mg), and iron (mg).

SAMPLES AND TESTING

Samples of items shall be furnished free of expense to the District. The final decision as to whether the material or product is the equal to that specified shall be made by the District. In all cases when a sample is taken from a shipment and sent to a public testing laboratory and the test shows that the sample does not comply with the specifications, the vendor shall pay the cost of the tests. In all cases the District(s) reserves the right to make tests it deems necessary.

SUBSTITUTION AND DISCONTINUED ITEMS

Any and all products delivered during the period covered by this proposal shall be only the exact products and code numbers as requested by the District unless prior approval has been received to deliver alternate products. The District will not allow substitutions without prior approval.

If the desired product is absolutely not available for any reason, the District shall be notified at least two (2) days in advance and offered suitable substitutes. Authorization of a substitute product shall be at the sole discretion of the District. If the District requests samples in order to make the determination on whether the substitution is as equal, the samples shall be provided free of charge.

If vendor is unable to supply District with product requested, District has the option to purchase product from another vendor. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra costs associated with the purchase, including the cost of the product, will be deducted from current vendor's payment.

Contractor shall immediately notify the District Student Nutrition Department if they become aware of any product pack changes. Change in pack size cannot increase unit cost price. Failure to provide notification to the District Food service of any product changes, of which the Contractor is aware of, may result in termination of the contract.

RECALLS

The Contractor shall bear all costs incurred by the District resulting from product recall, including, but not limited to, any costs initially incurred for storage and transportation; pickup, transportation and storage of recalled product; and price differential for replacement product, if necessary, as determined by the District. Payment for all costs directly related to product recall shall be made within 30 days of submission of invoice by the District.

DELIVERIES

Due to restrictions of available storage space and the regulations of the National School Lunch and Breakfast Programs, it is of utmost importance that all fresh produce is delivered on the date and in the quantities ordered by the site manager(s). All deliveries must be made between 6:00 am to 10:00 am.

Deliveries shall be made on school days, Tuesday and Friday.

The District reserves the right to make additions to, or deletions from, the specified delivery

locations to be served at any time during the period of the contract, and revise delivery times as required. A list of delivery locations with delivery time window is included for each site in the District in the Appendix.

The District as a matter of non-responsiveness shall reject all RFPs (regardless of price) that fail to indicate ability to deliver the product within the required time to the required locations.

The District may discontinue service upon 24-hours' notice for reason of unsatisfactory service. FAILURE TO DELIVER IN ACCORDANCE WITH THESE SPECIFICATIONS SHALL CONSTITUTE UNSATISFACTORY SERVICE.

Once a mutually agreed upon delivery schedule is established between the Distributor and the district, timely delivery of all orders is expected. If the Distributor is unable to meet confirmed delivery schedule(s), as agreed upon, then after a one (1) hour grace period, **the District reserves the right to assess a penalty payment to the Distributor for each instance in the amount of \$50 per late delivery**, and deduct from the Distributor's invoice the penalty payment. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. A "late delivery" is defined as a delivery outside of the agreed upon delivery window with each site, whether it is early, or before the delivery window or late, or after the delivery window. Early deliveries may disrupt local city ordinances. Delivery to that site will be rescheduled, to ensure no disruption to service.

If, at any time, a delivery cannot be made within one (1) hour of scheduled time, the Vendor/Driver must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Vendor's expense. Frequent occurrences may result in cancellation of the Contract. The District shall be entitled to bill/deduct from payments to the Vendor the rate of \$50 per delivery for any and all late deliveries, after a one (1) hour grace period.

The Distributor must guarantee a 99.5% fill rate for all District orders. For any District order, if the Bidder is unable to perform under the terms of the Contract, or if it fails to deliver any items ordered within the prescribed timelines, the District reserves the right to cancel any order(s) or purchase the item(s) on the open market, and to request and receive payment from the Bidder for the difference between the contract price and the price the District pays on the open market.

POSTPONEMENT/DELAYS

The successful bidder must have a contingency plan in place for immediate recovery should a truck break down or other delay(s) occur during any delivery days. If a delay occurs, the successful bidder will be responsible for contacting the Student Nutrition Office and each individual site manager affected by the delay.

PENALTIES

Federal and State meal reimbursement lost to the District due to late and/or missed deliveries will be deducted from the payment made to the successful bidder.

DAMAGE TO DISTRICT PROPERTY

The successful bidder shall be fully responsible for any damage to District property caused by its employees. Repairs or replacement, at the option of the District, shall be made by the successful bidder or by the District and charged to the bidder.

ACCOUNTING AND PAPERWORK

Invoices will be furnished in triplicate and include account number, delivery site, product name, quantity, unit size, and unit price. The original copy is to be kept by the Distributor.

Original - signed by person receiving material and retained by delivery site Contractor;
Duplicates - shall be left at each location – Student Nutrition Department copy

The original invoice must be signed by the individual receiving the product and is to be left for the food service kitchen lead. An invoice signed by the food service lead or designee is required in order for the invoice to be processed for payment.

A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued within 10 operating days.

Statements for all goods purchased within a calendar month shall be made available on an individual school basis. Statements should be sent by the 5th of the month following the month of purchase. Statements must be available either in paper or electronic format.

The payment terms of this contract shall be “Net 30 days” unless otherwise indicated. All invoices are due and payable within 30 days from the “invoice date” or date of delivery upon the receipt of invoices acceptable to the District. The Distributor will list all discounts and payment options available on the Distributor Evaluation/Questionnaire if terms other than “Net 30 days” are offered.

In the event of unusable or damaged products, the supplier shall agree to pick-up, exchange, and/or issue proper credit.

Cash Discounts/Credits

All cash discounts/rebates shall be passed onto District

AUDITS AND INSPECTIONS

The Distributor shall submit to third party audits and/or inspections initiated by the District during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Distributors must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

The District reserves the right to inspect the facilities of the bidder prior to award of the contract, and, if representatives of the District determine after such inspection that the bidder is not capable of performing satisfactorily to the District, their bid will be ruled non-responsive.

Additionally, the District reserves the right to inspect the successful bidder's facility during the contract period at any time during normal business hours upon prior notification.

FORCE MAJEURE

The parties to the proposal will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by "Act of God", fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party provided that it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

SAFETY AND SECURITY

The Distributor shall comply with all District security regulations.

All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (CalCode).

Distributor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the District.

FINGERPRINTING

Successful Distributor agrees to comply with all provisions of Education Code Section 45125.1. Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during normal District hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Distributor will provide the District with a list of all employees providing services pursuant to 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 normal district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.

CAL-OSHA: Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Codes, and the successful bidder will indemnify and hold the District harmless for any failure to conform.

PERMITS AND LICENSES: The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of items herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the default provision of the RFP. All drivers must possess a valid California Driver's License.

EMPLOYEE BACKGROUND CHECKS: At the time of contract award and during the entire term of

the contract, the successful bidder, including all subcontractors, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder.

DRUG AND ALCOHOL FREE WORKPLACE: The successful bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract they will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et.seq.) and the Paramount Unified Board of Education's Policy. Therefore, the work site shall be kept drug and alcohol free at all times

TOBACCO-FREE WORKPLACE: The successful bidder hereby agrees, under the contract, he will comply with the Paramount Unified Board of Education's Policy which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second hand smoke and desires to provide a healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

Clean Air/Clean Water Act: Bidders certify, by submitting their signed bid, that contractor agrees to comply with all applicable standards, orders or regulations.

AFFIRMATIVE ACTION

The Distributor shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet Federal and State guidelines.

No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

HOLD-HARMLESS CLAUSE / INDEMNIFICATION

To the fullest extent permitted by law, the Distributor agrees to indemnify, defend and hold the District and all officers and agents entirely harmless from all liability arising out of:

Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Distributor's employees or Distributor's subcontractor employees arising out of Distributors work under this proposal; and

Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Distributor, or any person, firm or corporation employed by the Distributor, either directly or by independent contract, including all damages due to loss or theft, sustained by and person, firm or corporation including the District, arising out of, or in any way connected with the Distributor's work under this proposal, including injury or damage either on or off the District's property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the District .

The Distributor, at the Distributor's own expense, cost and risk, shall defend any and all claims,

actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

INSURANCE

Distributor shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations. under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Distributors are required to furnish certificates of insurance prior to start of work.

- a) Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000/\$1,000,000 Aggregate.
- b) Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000 Aggregate.
- c) Insurance certificate must name the District as additional insured.
- d) Certificate to be submitted by vendor must be submitted prior to award.

PIGGYBACK CLAUSE/OTHER DISTRICTS

For the term of the contract and any mutually agreed extensions pursuant to this request for proposal, a piggyback option is available for a total of 25 additional like-size or smaller school districts in the Los Angeles County, Orange County, Riverside County and San Bernardino County. Piggyback must first be approved in writing by both the District and the distributor, prior to implementing the proposal. The District will keep a list of all additional districts approved to piggyback on this RFP. The District shall not be liable for the actions of school districts authorized to piggyback on this Contract.

Piggyback option granted _____

Piggyback option not granted _____

PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

SEVERABILITY

If any provision of the agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the

remining provisions of this contract, which shall remain valid and enforceable according to its terms.

ATTORNEYS' FEES

In the event of any dispute between the District and Contractor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, 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.

INDEPENDENT CONTRACTOR

While engaged in carrying out and complying with the terms and conditions of this Agreement, the successful bidder shall be deemed and independent contractor and not an officer, agent or employee of the District.

EVALUATION AND SELECTION PROCESS

All evaluation factors and their weighted importance are listed on page 39. The District will document and evaluate the RFPs received. The evaluation process will ensure integrity, compliance with public policy, and will consider proposer's past performance, as well as financial and technical resources; all of which, when applicable, will be included in the original RFP solicitation. There will be a committee of at least two (2) persons who did not write the RFP who will evaluate the technical criteria of the RFPs. The RFP is to be awarded to the most responsive and responsible vendor as determined by the evaluation criteria.

SUBMISSION GUIDELINES

The District reserves the right to waive any informalities or irregularities in received Submittals. Furthermore, the District reserves the right to reject any and all submittals, and to negotiate contract terms with one or more respondent Distributors for the work items.

The District hereby notify all respondents that they will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit its response to this RFP and no respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability, or sexual orientation on consideration for the award

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

DISTRICT: Paramount Unified School District

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Address: 8555 Flower Street, Paramount, CA 90723

Phone No: (562) 602-8098 Fax No: (562) 602-8108

PROVISIONER: _____

By: _____ Title: _____

Address: _____

Phone No: _____

Fax No: _____

Authorized Officers or Agents (Corporate Seal) ***(Include this completed page in your proposal)***

APPENDIX

| Paramount Unified School District | |
|--|---|
| Contact Name | Lucy Albera |
| Billing Address | 8555 Flower Street, Paramount, CA 90723 |
| Phone # | 562-602-6031 |
| 2023/2024 Total Breakfast Meals Served | 443,755 <i>(as of 03/29/2024)</i> |
| 2023/2024 Total Lunch Meals Served | 1,069,469 <i>(as of 03/29/2024)</i> |
| 2023/2024 Breakfast Average Daily Participation | 3,125 <i>(as of 03/29/2024)</i> |
| 2023/2024 Lunch Average Daily Participation | 7,530 <i>(as of 03/29/2024)</i> |
| Use a Cycle Menu? (Y/N) | Yes |
| Number of Delivery Sites | 14 |
| Days of Delivery | Tuesday, Friday |
| Time of Delivery | 6 am to 10:00 am |

The Paramount Unified School District (PUSD) encompasses part of the cities of Lakewood, Long Beach, and South Gate. The District’s student enrollment including ECE for the 2022-2023 school year is 13,160 students. The Food Service Department services 11 elementary schools, 4 middle school, 4 high schools, and 7 Early Childhood Education Center. In addition, the Department has a Warehouse located at the Student Nutrition Services office site. All the schools in the district are located in residential neighborhoods and adherence to the schedule due to the noise ordinances that are strictly enforced. The District participates in the National School Lunch Program, National School Breakfast Program, and Afterschool Snack Program. Service will be needed during summer school at 14-16 sites.

| SCHOOL | ADDRESS | PHONE |
|--------------------------------|---|--------------|
| Alondra Middle | 16200 Downey Ave., Paramount, CA 90723 | 562-808-2051 |
| Buena Vista/Odyssey HS | 3717 Michelson St., Lakewood, CA 90712 | 562-808-2058 |
| Collins Elementary | 6125 Coke Ave., Long Beach, CA 90805 | 562-808-2052 |
| Gaines Elementary | 7340 E Jackson St., Paramount, CA 90723 | 562-808-2053 |
| Hollydale K-8 | 5511 Century Blvd., South Gate, CA 90280 | 562-808-2054 |
| Jefferson Elementary | 8600 Jefferson St., Paramount, CA 90723 | 562-808-2056 |
| Keppel Elementary | 6630 Mark Keppel St., Paramount, CA 90723 | 562-808-2057 |
| Lincoln Elementary | 15324 California Ave., Paramount, CA 90723 | 562-808-2059 |
| Los Cerritos Elementary | 14626 Gundry Ave., Paramount, CA90723 | 562-808-2060 |
| Mokler Elementary | 8571 Flower St., Paramount, CA 90723 | 562-808-2061 |
| Paramount HS- Senior Campus | 14429 Downey Ave., Paramount, CA 90723 | 562-808-2067 |
| | | |

| | | |
|------------------------------|--|--------------|
| Paramount HS- West Campus | 14708 Paramount Blvd., Paramount, CA 90723 | 562-808-2068 |
| Roosevelt Elementary | 13451 Merkel Ave Paramount, CA 90723 | 562-808-2064 |
| Wirtz Elementary | 8535 Contreras St, Paramount, CA 90723 | 562-808-2066 |

Criteria for Vendor Selection

| | |
|---|-------------------------------|
| FRESH PRODUCE | Maximum Points Allowed |
| Cost of product | 35 |
| Sensory Evaluation (Taste Test) | 30 |
| Capability to Meet Service Expectations and Special Conditions | 10 |
| Vendor Questionnaire – Qualifications and Experience | 10 |
| References | 15 |
| Total Points | 100 |

PRODUCT SAMPLES AND SENSORY EVALUATION

Samples of products will be required for evaluation and taste testing. Samples will be required to be delivered to the District at the bidder’s expense. Bidders are hereby notified to have samples ready and submitted for prompt evaluation on the day and time stated below. Requested samples which cannot be provided at that time may not be considered for award. All samples should be prepared and presented as they would be served to students.

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

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

Samples of the following items must be submitted by 10 am on April 17, 2024 for evaluation purposes.

| Item | Number of Samples |
|-------------------------|--------------------------|
| Pineapple Spears | (2) packages |
| Mango chunks | (2) packages |
| Strawberries | (2) packages |
| Blueberries | (2) packages |

VENDOR QUESTIONNAIRE AND EVALUATION CRITERIA

Proposals found to satisfy the minimum requirements will be evaluated against the questions below. Evaluators may allocate up to the maximum number of points indicated for each criterion for an aggregate maximum total of up to 65 points for firms proposing. Pricing will be evaluated after all other factors have been scored.

Please complete this Vendor Questionnaire and Evaluation Criteria Form and submit with your proposal

Firm Name _____ Date _____

All responding bidders must meet the following minimum requirements. Mark an “X” under appropriate “Yes or No” column to certify compliance with the minimum requirements.

| REQUIREMENTS | YES | NO |
|--|-----|----|
| Have been in business for at least five (5) years with references provided showing successful business relationships with at least three local public educational or public agencies with ten (10) or more sites | | |
| Have an active online website accessible to District to allow online ordering with the following specifications | | |
| At least one person in administrative office and ability for each school site to place individual orders for their school site | | |
| To add or delete order items on list | | |
| Provide reports for: Usage Reports Sales Reports | | |
| Provide order confirmations within 24 hours of receiving order. | | |
| Own sufficient facilities and delivery trucks to be able to provide timely and complete orders as requested, including special deliveries on all items on the Bid Form and Agreement | | |
| Copy of bidder’s Product Recall Program | | |
| Copy of bidder’s Storage Policy | | |

| REQUIREMENTS | YES | NO |
|--|-----|----|
| | | |
| Copy of Food Security and Safety Program | | |
| Are you in compliance with the mandates outlined in the Healthy Hunger Free Kids Act of 2010? | | |
| Follow-up on our incremental orders to ensure complete and on-time deliveries | | |
| Product to be delivered in suitable trucks capable of maintaining product at proper temperatures as outlined in this bid | | |
| All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect product from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection | | |
| Contact Person: A contact person must be available, no later than, 6:30 a.m. Monday through Friday for District to report delivery errors or lack of delivery to sites. Name of contact person and phone number must be provided: | | |

VENDOR QUESTIONNAIRE

In order to be found sufficiently qualified to propose in response to this RFP, answers to the Questionnaire must explain specifically how the vendor proposes to do business with the District during the term of the agreement. Evaluators will be inclined to give lower scores to vague, open-ended statements, such as “we will work with the District to provide the necessary products, goods or services.” Proposals that contain more clearly defined, multifaceted, specific commitments and innovations is what the District is looking for and will be scored higher

- 1. Do you charge an additional fee to break a case? If so, how much?**

- 2. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule. See District Sites & Schedules in Appendix.**

- 3. Explain your online ordering system and lead time?**

- 4. What is your procedure for notifying the customer of shortages and/or substitutes?**

- 5. What is your company’s ‘fill rate’ to your customers? Please explain how you calculate the fill rate. What provisions does your firm take to achieve a high level of execution?**

6. **Attach your Buy American Produce Calendar that indicates where produce is anticipated to be purchased each month.**

7. **Describe your procedure for pick up and issuing credit for unsatisfactory product.**

8. **What is the current makeup of your delivery vehicle fleet?**
 - a. **How many delivery trucks in total?**

 - b. **How many are in running order?**

 - c. **How many are refrigerated?**

 - d. **How many active drivers (part and full time) do you have on staff?**

 - e. **How do you track your drivers whereabouts?**

9. **To ensure that a minimum of appropriate safety controls are in place and that an accredited food-safety auditing firm has found those controls to be satisfactory, submit third party reports from July 1, 2019 through March 2020.**

10. **How many years has your company been in the food service business? To ensure there is a record of integrity with the business, and that the distributor has acted ethically in the past provide 4 references of like-size Districts in Southern California you are presently doing business with. Please include District name, District size, District location, Name of Director, Contact Information, Length of Service.**

11. **Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 18 months? If so, explain.**

12. Will you give a discount for night drops? If so, please state discount amount.

13. Will there be a minimum dollar value required per stop? If so, what is the minimum dollar value?

14. What procedures do you have in place to fill emergency orders?

15. What procedures do you have in place for district to cancel orders or partial orders?

16. Do you offer a percentage discount for early payment? Is this based on payment of invoices or statement? Please state terms.

Firm Name _____

Signature _____

Name (Printed) _____

Title _____

Phone#: _____

Fax#: _____

E-Mail Address _____

Web Address _____

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ [date], at _____ [city], _____ [state].

Signature: _____

CERTIFICATION AND DISCLOSURE STATEMENTS

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

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

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

- The SFA's estimated annual federal child nutrition reimbursement will exceed \$100,000.
- The SFA's annual contract with a 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 bids for goods and services that will exceed \$100,000. In these instances, the SFA must obtain a completed ***Suspension and Debarment Certification*** from either the potential 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 bid, 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 bids for goods and services or renew/extend existing contracts that exceed the \$100,000 threshold, they are required to obtain a completed ***Certification Regarding Lobbying*** from either the potential vendors and/or existing contractors before any transactions can occur between the SFA and the vendor or contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted 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 bid, contract

renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the 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 contractor with executed contract and maintains it on file.

- ***Certification Regarding Lobbying***

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

If you have any questions, please contact Rae Vant, School Nutrition Programs Specialist at 916-445-6775 or 800-952-5609, or by email 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.

CERTIFICATION REGARDING LOBBYING

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 bid, contract renewal or extension when the contract exceeds \$100,000.

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

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

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

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

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

(4) OR

| | | |
|---|------------|-------------------|
| Name of Food Service Management or Food Service Consulting Company: | | |
| Printed Name and Title: | Signature: | Date: |
| Name of School Food Authority: | | Agreement Number: |

**SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE**

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON next 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

INSTRUCTIONS FOR CERTIFICATION

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

(See next page for public burden disclosure)

| | | |
|---|--|---|
| 1. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance | 2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post-award | 3. Report Type: a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____ |
| 4. Name and Address of Reporting Entity: <p style="text-align: center;">Prime Subawardee Tier _____, if known</p> 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): | |
| (Attach Continuation Sheet(s) if necessary) | | |
| 11 Amount of Payment (check all that apply): \$ _____ actual planned | 12 Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred Other; specify: _____ | |
| 13 Form of Payment (check all that apply): Cash | | |

| | |
|--|--|
| In-kind; specify: Nature _____ Value _____ | |
| <p>14 Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:</p> <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p> | |
| <p>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</p> | |
| <p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> | <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: (_____) _____ Date: _____</p> |
| <p>Federal Use Only:</p> | <p>Authorized for local reproduction Standard Form - LLL</p> |

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Firm Name _____

Signature _____

Name (Printed) _____

Title _____

Phone#: _____

Fax#: _____

E-Mail Address _____

Web Address _____

Non-Discrimination Statement

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at [\(800\) 877-8339](tel:8008778339). Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, 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](tel:8666329992). Submit your completed form or letter to USDA by:

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

(2) fax: [\(202\) 690-7442](tel:2026907442); or (3) email: program.intake@usda.gov.