



MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

Request for Proposal #P18.18-19

Fresh Produce Distribution

For

The South Bay Purchasing Cooperative Food and Nutrition Departments
Districts

Culver City Unified School District

Huntington Beach City School District

Lawndale Elementary School District

Lennox School District

Manhattan Beach Unified School District

Palos Verdes Peninsula Unified School District

Santa Monica-Malibu Unified School District

Torrance Unified School District

Issue Date: March 27, 2018

Amended Date: April 9, 2018

Proposal Due: May 9, 2018 at 2:00pm

Contact:

Lena Agee

Manhattan Beach Unified School District (MBUSD)

Food and Nutrition Department

(310) 318-7345 x5031

LAgee@mbusd.org

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NOTICE OF REQUEST FOR PROPOSAL

NOTICE IS HEREBY GIVEN that MANHATTAN BEACH UNIFIED SCHOOL DISTRICT acting by and through its Board of Education hereinafter 'District' requesting a RFP for Fresh Produce (Fruits & Vegetables).

Sealed proposals for the Contract for the Work generally described as: RFP #P18.18-19 South Bay Purchasing Cooperative – Fresh Produce must be submitted no later than 2:00 pm on May 9, 2018 to the Manhattan Beach Unified School, Food and Nutrition Office, 1401 Artesia Blvd, 2nd Floor, Manhattan Beach, CA 90266. Copies of the Request for Pricing may be obtained at www.MBCampusCafe.org 'BIDS' tab. Late submittals shall be returned unopened to the non-responsive bidder.

No Withdrawal of Proposals. No Bidder shall withdraw its Proposal for a period of ninety (90) days after the award of the Contract by the District's Board of Education. During this time, all Bidders shall guarantee prices quoted in their respective Proposals.

Waiver of Irregularities. The District reserves the right to reject any or all Proposals or to waive any irregularities or informalities in any Proposal or in the bidding.

Award of Contract. The Contract for the Work, if awarded, will be by action of the District's Board of Education to the Bidder that meets the qualifications established by the RFP documents.

Inquiries and Clarifications. This document is for informational purposes and shall not relieve the Bidder of the requirements to fully become familiarized with all the factors affecting the Proposal. The Bidder is advised that all inquiries and clarifications about the RFP documents, specifications, etc., shall be submitted to the District in writing no later than April 16, 8:00 AM. The District will respond at its earliest possible opportunity or by April 20. Verbal communication by either party with regard to this matter is invalid. Inquiries shall be made in writing to: Léna Agee, Director, Food & Nutrition, 1401 Artesia Blvd, Manhattan Beach, CA 90266 or via email at lagee@mbusd.org or via facsimile 310.303.3834.

Lena Agee
Director, Food and Nutrition Services
Manhattan Beach Unified School District
1401 Artesia Blvd.
Food and Nutrition Office, 2nd Floor
Manhattan Beach , CA 90266
Los Angeles County, State of California
Fresh Produce Distribution Request for Proposal # P18.18-19
Submit RFP by May 9, 2018 at 2:00 p.m.

REQUEST FOR PROPOSAL SIGNATURE PAGE

This Request for Proposal (RFP) is for the distribution of Fresh Produce for the District(s) in the South Bay Purchasing Cooperative member districts: Culver City Unified School District, Huntington Beach City School District, Lawndale Elementary School District, Lennox School District, Manhattan Beach Unified School District, Palos Verdes Peninsula Unified School District, Santa Monica-Malibu Unified School District, Torrance Unified School District.

Before bidding, 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. Bids must reach the Manhattan Beach Unified School District Food and Nutrition 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 Bid Documents Checklist to assist with ensuring a complete bid package.

Inquiries and Clarifications. The Bidder is advised that all inquiries and clarifications about the RFP documents, specifications, etc., shall be submitted to the District in writing no later than April 16, 8:00 AM. The District will respond at its earliest possible opportunity. Verbal communication by either party with regard to this matter is invalid. Inquiries shall be made in writing to: Léna Agee, Director, Food & Nutrition, 1401 Artesia Blvd, Manhattan Beach, CA 90266 or via email at lagee@mbusd.org or via facsimile 310.303.3834.

Questions and answers from the Bidders will be published in on the MBUSD food and Nutrition website www.MBCampusCafe.org 'BIDS' tab website by 5:00 PM on April 20, 2018.

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 Manhattan Beach Unified School District, Food and Nutrition Department Office located at 1401 Artesia Blvd 2nd Floor, Manhattan Beach, CA 90266

Issue Date:	March 27, 2018
Amended Date:	April 9, 2018 Amendments & Addendums have been highlighted
Inquiries Deadline:	April 19, 2018 8:00 AM
Question & Answers Published:	48 hours of receipt
Proposal Due:	May 9, 2018 at 2:00 p.m. Food and Nutrition Department Office (note: do not deliver to High School or District Office)
Intend to Award:	May 11, 2018 (Pending Board Approval)
Notification to selected Distributor(s):	May 11, 2018 (Pending Board Approval)
Protest Deadline:	May 18, 2018 by 10 a.m.
Recap of RFP:	Available after June 8, 2018 or Board Approval

INSTRUCTIONS TO PROPOSERS

PURPOSE OF THIS RFP

The South Bay Purchasing Cooperative Districts consisting of Culver City Unified School District, Huntington Beach City School District, Lawndale Elementary School District, Lennox School District, Manhattan Beach Unified School District, Palos Verdes Peninsula Unified School District, Santa Monica-Malibu Unified School District, Torrance Unified School District, hereinafter referred to as District(s), is seeking proposals from qualified companies to procure and deliver fresh produce to receiving sites within the member District(s). The RFP will be awarded to one (1) winning Distributor for all District(s) in the Co-Op. A second distributor may be awarded as a backup. A backup Distributor will be used when the winning distributor is unable to deliver the item(s) ordered by a member 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(s), a backup Distributor may enter into a contract with a District(s) 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. Each individual District(s) 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(s) over the term of the contract resulting from this RFP to procure and deliver Fresh Produce to sites designated within the District(s) (see Appendix). The South Bay Purchasing Cooperative is comprised of the following school districts at the time of the issuance of this RFP:

1. Culver City Unified School District
2. Huntington Beach City School District
3. Lawndale Elementary School District
4. Lennox School District
5. Manhattan Beach Unified School District
6. Palos Verdes Peninsula Unified School District
7. Santa Monica-Malibu Unified School District
8. Torrance Unified School District

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

Each District(s) will order, receive, and pay for product on their own behalf. This category includes all Fresh Produce that is required for delivery although the Districts, at their discretion, may request additional items in the category.

GENERAL CONDITIONS AND INSTRUCTIONS

Proposals are requested for furnishing the members of the South Bay Purchasing CO-OP (SBPC), consisting of eight (8) member school districts (listed above) for Fresh Produce Distribution for the period of August 1, 2018 through July 31, 2019. Each member district reserves the right to determine purchase amount based on each 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. 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.

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(s) 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(s) make no representation that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The District(s) reserve the right to seek proposals from, or to contract with any Distributor not participating in this process. The District(s) shall in no event be responsible for the cost of preparing any proposal in response to this RFP. The District(s) may take into account the performance of the Distributor with respect to any recent contract(s) with other school districts. The District(s), however, reserve 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(s) further reserve 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(s) and may be adjusted to meet the actual needs, when determined. The proposer hereby agrees and acknowledges that monies utilized by the District(s) to fulfill bid requirements is public money appropriated by the State of California or acquired by the District(s) from similar public sources and is subject to variation. The District(s) 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(s) 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 August 1, 2018 through July 31, 2019.

District(s) Objective

The South Bay Purchasing Cooperative:

- Is seeking to redefine our food acquisition process to engage in a more effective, least cost purchasing model to reduce overall food cost, taking into consideration all associated costs, including, without limitation, the costs of ensuring timely-delivery, product-availability and product quality;
- Is seeking to improve the image of school meal program in our communities;
- Is desiring to greatly affect the menu profitability through food purchasing;
- Is seeking to craft one or more single multi-year contracts to address all of the District(s) needs with respect to produce food products;
- Greatly value the quality and standard of meals;
- Is seeking to enhance supply chain efficiencies through innovation; and

- Is newly-receptive to marketing opportunities that could benefit both the District(s) and its trading partners who are selected as a result of this RFP.

Safe, wholesome nutritious food is of the highest priority. Each firm selected must support the District(s) in the removal of all non-value add cost and possess similar shared values and principles. Our intent is to reduce product cost by eliminating every penny of non-value adds through partnership and innovation.

The effort will also focus on providing a standardized commercially prepared product, streamlined through efficiency and flexibility with a user friendly process by eliminating steps which do not add value; exploring alternative methods; and evaluating the relationship of food service process structure and interaction. The goal of this procurement process is to deliver the highest quality products available and drive profitability by controlling the entire system.

The District(s) intent is to enter into a long term professional relationship with the most responsive Distributor. We are looking for partners with experience, financial stability, whose technology will be kept up to date and that will be around and have effective customer service for years to come. Customer service is as important to the District(s) as technology, supply chain efficiency, quality products and will have nearly as much weight in our final determination as price.

Once the sale is made and the implementation completed, a phone call once or twice a year will not be considered good customer service. An important element of good customer service is delivering products as needed, on demand, in a timely manner; each and every time.

RESTRICTIONS ON LOBBYING AND CONTACT

From the period beginning with the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this RFP, the evaluation or selection process and/or the award of the contract with any member of the District(s), Board of Trustees, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.

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 16.

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(s), 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 and Evaluation Criteria documents for this proposal. A proposal shall be deemed non-responsive if a Distributor fails to answer every question on the above mentioned documents.

2. Withdrawal of Proposal

Any proposer may withdraw his RFP personally or by written request, to the MBUSD Director of Food and Nutrition, at any time prior to the scheduled closing time for submission deadline. Any request for withdrawal received after 2:00 p.m. on May 9, 2018 will not be honored.

3. Interpretation of Bid Documents

Proposers who find discrepancies in or omissions from the bid documents or who have questions regarding the RFP, may submit to the MBUSD Director of Food and Nutrition, a written request for clarification or correction thereof. A copy of all requests for clarification and the response thereto will be communicated to all bidders via the website [www.mbusd.org / Departments / BIDS](http://www.mbusd.org/Departments/BIDS). Corrections will be made by addenda issued on the website. The District(s) 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:

**Manhattan Beach USD
ATTN: Lena Agee
Food and Nutrition Department Office
1401 Artesia Blvd, 2nd floor
Manhattan Beach, CA 90266**

4. Contract Award

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

- a. After the opening of proposals, a RFP review committee representing the District(s) will score the proposals based on the evaluation criteria.
- 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.
- c. The District(s) may interview one Distributor without further discussion, or interview other Distributors. The District(s) are not obligated to invite any or all finalists for an interview.
- d. The District(s) as a whole will be the sole judge of merit and not necessarily accept the lowest price offered. On behalf of the District(s), Manhattan Beach Unified School District will issue Intent to Award letter to the successful bidder. The award will be formally made by the Manhattan Beach Unified School District Board of Education in a timely manner. In the event that a second vendor is awarded as a backup, Manhattan Beach Unified School 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(s) may cancel the award and negotiate with the next highest ranked proposer.

5. Interviews / Reference Checks

The District(s), 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(s) 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 Trustees regarding the candidates. The criteria for these recommendations will include those identified above.

6. Final Determination and Award

The District(s) 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(s) make no representation that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The District(s) reserve the right to seek proposals from, or to contract with any Distributor not participating in this process. The District(s) shall in no event be responsible for the cost of preparing any proposal in response to this RFP.

The District(s) may take into account the performance of the Distributor with respect to any recent contract(s) with other school districts. The District(s), however, reserve 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(s) further reserve 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(s) and may be adjusted to meet the actual needs, when determined.

The proposer hereby agrees and acknowledges that monies utilized by the District(s) to fulfill bid requirements is public money appropriated by the State of California or acquired by the District(s) from similar public sources and is subject to variation. The District(s) 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 with the SBPC Lead District. Such protests must be made in writing and received by the SBPC Lead District within five working days of bid award date and shall include all documents supporting or justifying the protest. The protesting party must mail or deliver copies of the protest to the SBPC Lead District. 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 SBPC shall not proceed further with the solicitation or award of the contract until the protest is resolved.

The SBPC Lead District shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The SBPC Lead 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 SBPC Lead District's decision, the bidder may appeal to the

SBPC Lead District's School Board. The SBPC Lead District shall provide notice to the bidder the date and time for the Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final. The following shall be provided to the SBPC Lead District's School Board 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 SBPC Lead District and all other identifiable interested parties.

The SBPC Lead District's School Board 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 SBPC Lead District may solicit written responses to the protest from other interested parties.

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

1. If the SBPC Lead District's School Board 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 SBPC Lead District's School Board 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 SBPC Lead 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 SBPC Lead 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 SBPC Lead 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 SBPC.

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(s) 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

As listed in the Objectives, SBPC Districts wish 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.

SBPC Districts 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, the Districts would like the produce vendor to provide and maintain a “Best Served On” list for all cut produce purchased by the SBPC. This list will assist menu planners in placing produce on optimal days of the week to maximize produce freshness.

Locally Grown

SBPC strives to provide our students with seasonal, locally grown produce when available. SBPC defines “locally grown” as any 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, seasonality will take priority for all locally grown produce procured. Furthermore, providing students locally grown unique produce will be an exceptional benefit to SBPC. Produce sheets (product specification sheets) and menus presented to SBPC will include point of origin on all fruits and vegetables allowing SBPC the opportunity to purchase to the maximum extent locally grown produce.

Department of Defense Produce

The SBPC Districts, at their discretion, may procure fresh produce through the USDA Department of Defense (DOD) contracts utilizing commodity entitlement dollars. The SBPC Districts may use another vendor for distribution of these items at their discretion.

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. Iran Contracting Act of 2010 Compliance Affidavit	
14. Disclosure of Lobbying Activities	
15. Required RFP Documents Checklist	
16. Flash Drive(s) / Sealed Docs	
17. List of Items Kept in Stock	

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 SOUTH BAY PURCHASING COOPERATIVE Districts.
- 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(s) 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 to the Vendor Questionnaire and Evaluation Criteria included with this RFP in a separate document.

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

Please supply the contact information for five (5) School District Food Service/Child Nutrition Departments.

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(s) 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:
 - a. Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned)
 - b. Property Damage Liability Insurance including auto (both owned and non-owned)
 - c. Premises/Operations Liability
 - d. Products/Completed Operations Liability
 - e. Contractual Liability
 - f. Broad Form Damage
 - g. 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(s) 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 will not be considered.

13. IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

Pursuant to the Iran Contract Act of 2010 (Public Contract Code 2200-2208), Vendors/Bidders are ineligible to bid on or submit a proposal for any contract with a public entity for goods or services of one million dollars (\$1,000,000) or more if the Vendor/Bidder engages in investment activities in Iran. For bids \$1,000,000 or more, bidders must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contracting Act of 2010 Compliance Affidavit attached and submit with their proposal at the time of bid. Failure to do so may deem your bid non-responsive.

14. Disclosure of Lobbying Activities

This form must be completed and submitted with this proposal. Proposals received without these forms/certifications will not be considered.

15. Required RFP Documents Checklist

A checklist for required RFP forms is included in this RFP. Complete and submit with this proposal.

16. 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.

17. List of Products Kept "In Stock" (Note: Provide your own document)

Include a list of product regularly kept in stock at Distributor.

CONTRACT AGREEMENT

CONTRACT AGREEMENT

(Fresh Produce Distribution RFP #P18.18-19)

THIS CONTRACT AGREEMENT (this "Contract"), made and entered into this _____ day of _____, 2018, by and between Manhattan Beach Unified School District (the "District") on behalf of the District(s) in the South Bay Purchasing Cooperative consisting of Culver City Unified School District, Huntington Beach City School District, Lawndale Elementary School District, Lennox School District, Manhattan Beach Unified School District, Palos Verdes Peninsula Unified School District, Santa Monica-Malibu Unified School District, Torrance Unified School District, and

Distributor/Contractor Name (Hereinafter referred to as "Distributor")

Mailing Address

City / State / Zip Code

RECITALS

1. The Manhattan Beach Unified School District (the "District") is the representative agency for the member districts of the South Bay Purchasing Cooperative consisting of Culver City Unified School District, Huntington Beach City School District, Lawndale Elementary School District, Lennox School District, Manhattan Beach Unified School District, Palos Verdes Peninsula Unified School District, Santa Monica-Malibu Unified School District, Torrance Unified School District for this RFP. The District(s) have granted the District the authority to solicit and award proposals for products and services.
2. On behalf of the District(s), the District has solicited proposals for the provision of Fresh Produce Distribution via a Request for Proposal Number P18.18-19 (the "RFP"), whereby the District(s) may agree to purchase specified products for the member districts' use from the successful proposer(s).
3. The District(s) and successful proposer hereby desire to set forth their agreement with respect to the sale to the District(s), 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 August 1, 2018 through July 31, 2019.

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 RFP will be August 1, 2018 through July 31, 2019, with the option to renew for up to two (2) additional years, in one (1) year increments (Extension 1: August 1, 2019 to July 31, 2020 and Extension 2: August 1, 2020 to July 31, 2021), in accordance

with Education Code Section 81644. Each 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(s).

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(s). Such renewal will be made by notifying the Distributor, in writing, thirty (30) days prior to the expiration of the contract. The percentage markup and the landed costs 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 rate schedule 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. It is understood that increases in the manufacturer's and/or processors landed costs to the Distributor are out of the control of the Distributor. Those price adjustments may be accepted or rejected by the District(s). Increases in the percentage markup price(s) in this RFP may not exceed 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.

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(s) 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(s) 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(s) may purchase the items herein specified elsewhere, without notice to the successful Distributor. Additional costs accrued by the District(s) through this purchase may be deducted from unpaid invoices or must be paid to the District(s) by the successful Distributor. Prices paid by the District(s) shall be considered the prevailing market prices at the time such purchase is made.

PRICING AND PRICING METHODOLOGY

1. Pricing:

Pricing will be Cost Plus Fixed Fee (CPFF), Delivery Fee/Fee for Service, or Fixed Price. Landing cost is the cost of the item and any freight, if not already in the Awardee's cost. Price quotations must be based on a cost plus formula, this will consist of your actual cost, as shown on your invoice, plus a fixed dollar and cents figure markup, or delivery fee, which represents what will be charged above actual costs. **The USDA Agricultural**

Marketing Service, Los Angeles Terminal, will be used as a reference for confirming produce costs.

- A. **FIXED PRICE:** Produce pricing quoted on Exhibit A are FIRM for the entire period of the contract.
- B. **CPFF:** The market priced items as seen on Exhibit B (other products not listed may be added/requested by Districts) should be tied to the USDA Agricultural Marketing Service, Los Angeles Terminal, and the Fixed Fee Cost is to be added and this Fixed Fee shall remain firm for the entire period of the contract. Prices quoted shall not exceed two (2) decimal places.
- C. A weekly pricing sheet must be submitted via email to the Districts' Food and Nutrition Department. This pricing sheet must be received by noon on each Tuesday. Prices will remain firm for the following week. A copy of the Los Angeles Terminal Price Listing for processed fruits and vegetables (not on Exhibit A) should be included each week with the Vendor price list.
- D. For consideration, Bidders must provide price paid and proof (invoice) for the two week periods of the items on Exhibit C. District(s) will not share any information, recognizing the proprietor's information is confidential.
- E. **DELIVERY FEE/FEE FOR SERVICE:** Bidders must provide a landed Delivery Fee/Fee for Service for DOD items.
- F. 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, 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.
- G. Proof of distributor's landing cost (distributor's invoice) will be required upon request, within a two (2) day period, for audit purposes only. District(s) will not share any information, recognizing the proprietor's information is confidential.
- H. In the event of severe market changes, a price escalation may be requested to the District(s) 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. This excludes price increases on Fixed Priced items. Justification must be based on documents approved by the District(s) of the SBPC as a whole. District(s) 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.

2. Pricing Methodology:

The pricing methodology proposed must remain in effect for the term of the contract. The proposed pricing methodology will also be applied to any new products requested.

3. Quantities:

The quantities listed herein are estimates only and based on the prior year's usage of the member District(s). District(s) 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.

The District(s) 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(s) 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(s) reserves the right to add items to the contract during the contract period. Prices for additional items will be negotiated.

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.

PRODUCT QUALITY CONTROL

The District(s) 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(s) 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 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) Food 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.

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(s) 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.

NUTRITIONAL INFORMATION AND LABELING (if applicable)

In order to accommodate the computerized menu system utilized by the District(s) Food and Nutrition Department, the successful Distributor shall be required to provide a complete nutrient analysis of some products, as requested by the District(s). 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).

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Distributor shall notify District(s) Food and Nutrition Department whenever there is a product/ingredient change in any item provided to the District(s). If any product changes occur, new ingredient statements and nutritional information shall be provided to the District(s) Food and Nutrition Department.

SAMPLES AND TESTING

Samples of items, when required, shall be furnished free of expense to the District(s), and may be retained by the District(s) for the purpose of comparing against material delivered by the successful bidder, and if not destroyed by tests will, upon request, be returned at bidder's expense. The final decision as to whether the material or product is the equal to that specified shall be made by the District(s). 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 manufacturer's products and code numbers as requested by the District(s) unless prior approval has been received to deliver alternate products. The District(s) will not allow substitutions without prior approval.

If a substitute product is delivered without prior notification to the District, the District may reject the substitution. If the District receives "night drops", the District may request pick-up of rejected substitution, at the bidder's expense. If the substitute product is delivered without prior notification to the District, the District also has the option to accept the substitute at the same price of the originally ordered product.

No product will be represented as being in conformance with the specification when such is not the case. District(s) preferences have been pre-determined in accordance with taste tests and pricing evaluations. Products are on a menu based upon very specific nutritional analysis and a

copy of that analysis is on file at the District(s).

Contractor shall immediately notify the District(s) Food and Nutrition Department if they become aware of any product pack changes. Failure to provide notification to the District(s) Food and Nutrition Department 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(s) 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(s). Payment for all costs directly related to product recall shall be made within 30 days of submission of invoice by the District(s).

DELIVERIES

The successful Distributor will make mutually acceptable delivery time options available for each site within the District(s). The District(s) reserve 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 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.

For emergency orders, the Contractor will be required to make direct deliveries to the various cafeterias or other locations as requested by the District Food and Nutrition office. There is no minimum order requirement for emergency deliveries.

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 member district(s), timely delivery of all orders is expected. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Early deliveries may disrupt local city ordinances. Also, delivery to that site will be rescheduled, to ensure no disruption to service.

If, at any time, a delivery cannot be made within thirty (30) minutes of scheduled time, the Vendor/Driver must notify the school/site about the delay. 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 \$100 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.

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 – Food and 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 based on each District(s) preference.

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.

AUDITS AND INSPECTIONS

The Distributor shall submit to third party audits and/or inspections initiated by the District(s) 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, his bid will be ruled non-responsive. Additionally, the District reserves the right to inspect the successful bidder’s facility during the contract period.

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(s) security regulations. Doors must be locked, alarms set and food must be safely stored, otherwise it could result in a fiscal penalty and/or

termination of the contract. Each District will assess the situation(s) based on protocol for each individual District. Any fees assessed for false alarms will be passed on to the distributor.

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(s).

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(s) that will enter the sites and other District(s) 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(s) 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(s) that will enter the sites and other district(s) 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.

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 he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et.seq.) and the Manhattan Beach Unified Board of Education's Policy (BP 4020). 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 Manhattan Beach Unified Board of Education's Policy (BP 3515.3) 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.

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(s) 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(s), arising out of, or in any way connected with the Distributors 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(s).

The Distributor, at the Distributors 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(s), 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(s), 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(s) 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(s) 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 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 South Bay Purchasing Cooperative 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 South Bay Purchasing Cooperative and its member Districts shall not be liable for the actions of school districts authorized to piggyback on this Contract.

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.

ATTORNEYS' FEES

In the event of any dispute between the District(s), District, member district (s), 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.

EVALUATION AND SELECTION PROCESS

Evaluation factors used to score RFPs will be based on clearly described specifications indicated in the RFP solicitation. All evaluation factors and their weighted importance are listed in the RFP. How RFPs will be evaluated and scored will also be described to all interested parties. The District(s) will document and evaluate the RFPs received and have a method for evaluating proposals received and for selecting awardees. 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. The RFP is to be awarded to the most responsive and responsible vendor as determined by the evaluation criteria.

SUBMISSION GUIDELINES

The District(s) reserve the right to waive any informalities or irregularities in received Submittals. Furthermore, the District(s) reserve 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(s) 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.

The District(s) reserve the right to change the dates on any schedule stated herein, or attached without prior notice.

ADDITIONAL REQUIREMENTS

The Distributor **must offer** an active website to allow online ordering and reporting. District(s) must have access to sales reports online.

B2B TRANSACTION REQUIREMENTS

The District(s) Food and Nutrition Department has embarked on an organizational transformation program with a goal to improving controls, efficiency and saving costs. A critical component of this program is the implementation of technologies to support business-to-business (B2B) transactions between the District(s) Food and Nutrition Department and its trading partners for food distribution logistics and supply chain.

As a consequence of the organizational transformation program, the District’s Food and Nutrition Department continually recruits, supports and builds relationships with suppliers that have ability and technology framework to support its B2B transactions initiative. The District’s Food and Nutrition Department’s major suppliers are encouraged to have the ability to support B2B transactions consistent with the specifications given below. This current ability may be taken into consideration in the determination of award for this proposal. Proposers must be able to go-live with the District’s B2B system within 90-days of the award of a contract.

- Ability to receive and process electronic purchase orders: The District sends electronic purchase orders via secure RESTful Web Services.
- Ability to receive JSON transaction payload based on http/https protocol and send back an acknowledgement response indicating acceptance or rejection of an order and why.
- Ability to consume RESTful Web Service transactions to the District: e.g. invoice, pricing catalog (OPTIONAL)

Currently, Torrance Unified School District and Palos Verdes Peninsula Unified School District use this service. Additional Districts in the South Bay Purchasing Cooperative can invoke this clause at any time during the span of this contract.

More information on this requirement can be obtained by contacting Marc Milton, Director of Food and Nutrition Department, Torrance Unified School District at milton.marc@tUSD.org

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

DISTRICT:Manhattan Beach Unified School District

By: _____ Title: _____

Address: 1401 Artesia Blvd, Food and Nutrition Department Office, Manhattan Beach, CA 90266

Phone No: (310) 318-7345 x5031 Fax No: (310) 303-3834

PROVISIONER: _____

By: _____ Title: _____

Address: _____

Phone No: _____

Fax No: _____

Authorized Officers or Agents (Corporate Seal)

APPENDIX

Manhattan Beach Unified School District

School District	Manhattan Beach Unified School District
Contact Name	Lena Agee
Billing Address	1401 Artesia Blvd, Manhattan Beach, CA 90266
Phone #	310-318-7345 x5031
Zip Code of delivery site(s)	90266
2016/2017 Total Breakfast Meals Served	200,000
2016/2017 Total Lunch Meals Served	600,000
2016/2017 Breakfast Average Daily Participation	1,000
2016/2017 Lunch Average Daily Participation	2,500
Use a Cycle Menu? (Y/N)	Yes
Number of Delivery Sites	3
Preferred Days of Delivery	Monday, Wednesday, Friday
Preferred Time of Delivery	6:45am - 9:30am (depending on the site)

The Manhattan Beach Unified School District (MBUSD) is located in beach area of southwestern Los Angeles County and services an area of approximately 5 square miles. The District's projected student enrollment for the 2017-18 school year is approximately 8,000 students. The Food & Food and Nutrition Department services 5 elementary schools, 1 middle school, 1 high school, and 1 pre-school school. In addition, the Department has a Warehouse located offsite. Manhattan Beach is a small community that has high expectations of the school district and the vendors it contracts with. 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.

Manhattan Beach Unified School District Produce Delivery Schedule & Sites

School Sites	Address	Delivery Time	Delivery Days
Mira Costa HS	1401 Artesia Blvd	6:45 A.M. - 9:30 A.M.	Monday, Wednesday
Manhattan Beach MS	1501 Redondo Ave	6:45 A.M. - 8:00 A.M.	Monday, Wednesday
Elementary Schools (deliver to MB Middle School)	1501 Redondo Ave	6:45 A.M. - 8:00 A.M.	Monday, Wednesday
Manhattan Beach Preschool (to Central Kitchen)	1501 Redondo Ave	7:00 A.M. - 9:00 A.M.	Monday, Wednesday
Extended Day Program	1517 Manhattan Beach Blvd	7:00 A.M. - 9:30 A.M.	Friday
WareHouse	1517 Manhattan Beach Blvd	7:00 A.M. - 9:30 A.M.	Friday
Catering Dept	1401 Artesia Blvd	6:45 A.M. - 9:30 A.M.	Monday, Wednesday

Huntington Beach City School District

School District	Huntington Beach Unified School District
Contact Name	Mina Choi
Billing Address	17011 Beach Blvd. #560, HB, CA 92647
Phone #	714-378-2076
Zip Code of delivery site(s)	92646
2016/2017 Total Breakfast Meals Served	78,402
2016/2017 Total Lunch Meals Served	394,575
2016/2017 Breakfast Average Daily Participation	436
2016/2017 Lunch Average Daily Participation	2193
Use a Cycle Menu? (Y/N)	N
Number of Delivery Sites	1
Preferred Days of Delivery	Monday, Wednesday, and Friday
Preferred Time of Delivery	7-8am, 10-12PM

Huntington Beach City School District Produce Delivery Schedule & Sites

Central Kitchen Site	Address	Delivery Time	Delivery Days
Peterson Elementary	20661 Farnsworth Ln	7:00AM - 8:00AM 10:00AM -12:00PM	Monday, Wednesday, Friday

Lawndale Elementary School District

School District	Lawndale Elementary School District
Contact Name	Annie Ryu
Billing Address	4161 W. 147th St., Lawndale Ca 90260
Phone #	310-973-1300 ext 50049 or 310-901-9089
Zip Code of delivery site(s)	90260
2016/2017 Total Breakfast Meals Served	236,815
2016/2017 Total Lunch Meals Served	733,776
2016/2017 Breakfast Average Daily Participation	
2016/2017 Lunch Average Daily Participation	
Use a Cycle Menu? (Y/N)	Y
Number of Delivery Sites	9 sites (Anderson & Rogers have the same address), once in a while 10 sites
Preferred Days of Delivery	All sites but 1 on Sunday, all sites on Wed, 1 site on Fri
Preferred Time of Delivery	7:30am-10:00am

Lawndale Elementary School District Produce Delivery Schedule & Sites

School Sites	Address	Delivery Time	Delivery Days
William Green ES	4520 168th St	7:00 A.M. - 2:00 P.M.	Wednesday, Sunday
Billy Mitchell ES	14429 Condon Ave	7:00 A.M. - 2:00 P.M.	Wednesday, Sunday
Lucille Smith ES	4521 147th St	7:00 A.M. - 2:00 P.M.	Wednesday, Sunday
Kit Carson ES	3530 W 147th St	7:00 A.M. - 2:00 P.M.	Wednesday, Sunday
FDR ES	3533 Marine Ave	7:00 A.M. - 2:00 P.M.	Wednesday, Sunday
Mark Twain ES	3728 W 154th St	7:00 A.M. - 2:00 P.M.	Wednesday, Sunday
William Anderson ES	4130 W 154th St	7:00 A.M. - 2:00 P.M.	Wednesday, Sunday
Will Rogers MS	4110 W 154th St	7:00 A.M. - 2:00 P.M.	Wednesday, Sunday
Jane Adams MS	4130 W 153rd Pl	7:00 A.M. - 9:00 P.M.	Wednesday, Friday
Central Kitchen Site	Address	Delivery Time	Delivery Days
Central Kitchen	4130 W 154th St	7:00 A.M. - 2:00 P.M.	Wednesday, Sunday

Lennox School District

School District	Lennox School District
Contact Name	Polly Huston
Billing Address	10319 Firmona Avenue,
Phone #	310-695-4021
Zip Code of delivery site(s)	90304
2016/2017 Total Breakfast Meals Served	265,748
2016/2017 Total Lunch Meals Served	826,555
2016/2017 Breakfast Average Daily Participation	1476
2016/2017 Lunch Average Daily Participation	4,591
Use a Cycle Menu? (Y/N)	Y
Number of Delivery Sites	7
Preferred Days of Delivery	Monday , Wednesday
Preferred Time of Delivery	night drop before 7:00 A.M

Lennox School District Produce Delivery Schedule & Sites

School Sites	Address	Delivery Time	Delivery Days
Buford ES	10915 Felton Ave	night drop before 7:00 A.M.	Monday, Wednesday
Jefferson ES	10322 Condon Ave	night drop before 7:00 A.M.	Monday, Wednesday
Moffett ES	11050 Larch Ave	night drop before 7:00 A.M.	Monday, Wednesday
Felton ES	10417 Felton Ave	night drop before 7:00 A.M.	Monday, Wednesday
Dolores Huerta ES	4125 West 105th St	night drop before 7:00 A.M.	Monday, Wednesday
Lennox MS	11033 Buford Ave	night drop before 7:00 A.M.	Monday, Wednesday
Lennox Math, Science, Tech Academy	11036 Hawthorne Blvd	night drop before 7:00 A.M.	Monday, Wednesday

Culver City Unified School District

School District	Culver City Unified School District
Contact Name	Julie Garcia
Billing Address	
Phone #	(310) 842-4200 ext 3304
Zip Code of delivery site(s)	
2016/2017 Total Breakfast Meals Served	
2016/2017 Total Lunch Meals Served	
2016/2017 Breakfast Average Daily Participation	
2016/2017 Lunch Average Daily Participation	
Use a Cycle Menu? (Y/N)	
Number of Delivery Sites	1
Preferred Days of Delivery	Monday, Thursday
Preferred Time of Delivery	6:00 A.M. - 7:30 A.M

Culver City Unified School District Produce Delivery Schedule & Sites

School Sites	Address	Delivery Time	Delivery Days
Culver City HS	4401 Elenda St	6:00 A.M. - 7:30 A.M.	Monday, Thursday

Santa Monica-Malibu Unified School District

School District	Santa Monica-Malibu Unified School District
Contact Name	Richard Marchini
Billing Address	1651 16th Street Santa Monica,CA 90404
Phone #	310-450-8338 ext70342
Zip Code of delivery site(s)	90265,90405,90403
2016/2017 Total Breakfast Meals Served	
2016/2017 Total Lunch Meals Served	
2016/2017 Breakfast Average Daily Participation	
2016/2017 Lunch Average Daily Participation	
Use a Cycle Menu? (Y/N)	No
Number of Delivery Sites	4
Preferred Days of Delivery	Sunday, Wednesday
Preferred Time of Delivery	night drop before 10:00 P.M.

The Santa Monica-Malibu Unified School District (SMMUSD) is located on the Coast of Los Angeles and services an area of approximately 40 square miles. The District’s projected enrollment for the 2017-2018 school year is approximately 10, 500 students. The District has a Central Kitchen in Malibu that serves 1 high school, 1 middle school and 3 elementary schools. The District has a Central Kitchen in Santa Monica that serves 1 high school, 7 elementary schools and we have 2 middle schools with on-site food preparation. SMMUSD serves approximately 640,000 meals per year.

Santa Monica-Malibu Unified School District Produce Delivery Schedule & Sites

School Sites	Address	Delivery Time	Delivery Days
Santa Monica HS	601 Pico Blvd	Night drop before 10:00 P.M.	Sunday, Wednesday
Malibu HS	30215 Morning View Drive	Night drop before 10:00 P.M.	Sunday, Wednesday
John Adams MS	2425 16th St	Night drop before 10:00 P.M.	Sunday, Wednesday
Lincoln MS	1501 California	Night drop before 10:00 P.M.	Sunday, Wednesday

Palos Verdes Peninsula Unified School District

School District	Palos Verdes Peninsula Unified School District
Contact Name	Christina Lin
Billing Address	375 Via Almar, Palos Verdes Estates, CA 90274
Phone #	310-378-9966
Zip Code of delivery site(s)	90274, 90275
2016/2017 Total Breakfast Meals Served	9,011
2016/2017 Total Lunch Meals Served	405,697
2016/2017 Breakfast Average Daily Participation	68
2016/2017 Lunch Average Daily Participation	2254
Use a Cycle Menu? (Y/N)	Yes
Number of Delivery Sites	6
Preferred Days of Delivery	Monday
Preferred Time of Delivery	6:00am-10:00am

The Palos Verdes Peninsula School District (PVPUSD) is located in southwestern Los Angeles County and services an area of approximately 27 square miles. The District’s projected student enrollment for the 2017-2018 school year is approximately 11,500 students. The District has a satellite kitchen that serves 10 elementary schools. In addition, the District has 3 Intermediate Schools and 2 High Schools with on-site food preparation. PVPUSD serves approximately 412,000 meals per year.

Palos Verdes Peninsula Unified School District Produce Delivery Schedule & Sites

School Sites	Address	Delivery Time	Delivery Days
Miraleste	29323 Palos Verdes Dr. E RPV, 90275	6:00am – 9:00am	Monday
Palos Verdes	2161 Via Olivera RPV, 90275	6:00am 10:00am	Monday
Ridgecrest	28915 Northbay Rd RPV, 90275	6:00am – 10:00am	Monday
Palos Verdes	600 Cloyden Rd PVE 90274	6:00am – 10:00am	Monday
PV Peninsula	27118 Silver Spur Rd RHE, 90274	6:00am – 10:00am	Monday
Central Kitchen Site	Address	Delivery Time	Delivery Days
Central Kitchen	29323 Palos Verdes Dr East	6:00 A.M. - 9:00 A.M.	Monday

Torrance Unified School District	
School District	Torrance Unified School District
Contact Name	Marc Milton
Billing Address	2335 Plaza Del Amo, Torrance, CA 90501
Phone #	(310) 972-6351
Zip Code of delivery site(s)	90501
2016/2017 Total Breakfast Meals Served	520,000
2016/2017 Total Lunch Meals Served	1.4 million
2016/2017 Breakfast Average Daily Participation	2,900
2016/2017 Lunch Average Daily Participation	7,800
Use a Cycle Menu? (Y/N)	Yes
Number of Delivery Sites	4
Preferred Days of Delivery	Sunday, Wednesday
Preferred Time of Delivery	night drop before 6:00 A.M.

The Torrance Unified School District (TUSD) located in southwestern Los Angeles County and services an area of approximately 21 square miles. The District's projected student enrollment for the 2018-19 school year is approximately 24,000 students. The Food and Nutrition Department services 17 elementary schools, eight middle schools, five high schools (one of which is a continuation school), and three contract schools. In addition, the Department has Central Kitchen/Warehouse located at one of the high schools. TUSD serves approximately 1.8 million meals per year. 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.

Torrance Unified School District			
Produce Food Delivery Schedule & Sites			
School Sites	Address	Delivery Time	Delivery Days
North HS	3620 W 182nd St	night drop before 6:00 A.M.	Sunday, Tuesday, Wednesday, Friday
Torrance HS	2200 Carson St	night drop before 6:00 A.M.	Sunday
West HS	20401 Victor	night drop before 6:00 A.M.	Sunday
South HS	4801 Pac Coast Hwy	night drop before 6:00 A.M.	Sunday

VENDOR QUESTIONNAIRE AND EVALUATION CRITERIA

Proposals found to satisfy the minimum requirements will be evaluated against the questions shown below. Evaluators may allocate up to 49 points for the questionnaire section, including submission of all requirements on the Required RFP Documents Checklist. The contract will not be awarded solely to the lowest bidder, however pricing will be weighted the largest portion of the overall evaluation and will be awarded up to 51 points of the total 100 points.

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(s) 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(s) to provide the necessary products, goods or services.” Proposals that contain more clearly-defined, multifaceted, specific commitments and innovations are what the District(s) are looking for and will be scored higher.

Please complete the Vendor Questionnaire and Evaluation Criteria on a separate document and submit with your proposal.

Firm Name _____ Date _____

Vendor Questionnaire and Evaluation Criteria

1. Using a landed cost of \$20.00 per case, please fully explain your procedure for calculating the price to the District(s). Indicate what the invoice price to those District(s) would be for this item.
 - a. Note: Landed Cost is defined as invoice cost from the manufacturer plus freight if freight is not included with invoice cost. Awardees will be responsible for providing invoices for Member Districts to verify landed costs as requested.
 - b. Complete the spreadsheet of the usage provided. Contact Lena Agee lagee@mbusd.org for an electronic copy.

2. Produce Bidding: Exhibit A is Fixed Pricing, Exhibit B is CPFF for all other items valid for the duration of the contract . Complete Exhibit B.
 - a. Cost Plus Fixed fee (CPFF)
 - b. Delivery Fee for DoD
 - c. Discount for Key Drops
 - d. Early Payment Discount

3. Provide Landed Cost and Proof (invoice) of cost for the items for weeks of October 2, 2017 and March 19, 2018. Complete Exhibit C.

4. Do you charge an additional fee to break a case? If so how much?

5. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule. See District(s) Sites & Schedules in Appendix.

6. Explain your online ordering system and lead time.

7. What is your procedure to bring in new products for District(s)? What strategies do you have in place to make the vendor's product appealing to District(s) parents and students?

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

9. 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?

10. Please describe the reports (e.g. monthly usage, data analysis, business intelligence, price etc.) that you make available to your customers. How are customers able to access these reports.
 - a. Will you be able to provide usage by district and/or combined reports in an excel format, in separate columns?
 - b. Will you be able to provide price reports in an excel format, in separate columns? as in the example below?

Account	Product Code	Product Description	Pack Size	Unit Price
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11. To ensure adequate financial resources, provide your statement of cash flow for the last quarter.

12. Provide your annual revenue and number of employees, in full time equivalencies.
 - a. How many employees are seasonal?
 - b. What is the average length of employment in your company?
 - c. What training have you provided to your employees the last two years, to enhance skill sets?

13. 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? How many active drivers (part and full time) do you have on staff?
 - d. How do you track your drivers whereabouts

14. Attach your HACCP Program and Food Safety program for which you are submitting pricing.

15. 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, 2017 through March 2018.

16. What is your procedure to bring in new products for District(s)? What strategies do you have in place to make the vendor's product appealing to District(s) parents and students?

17. 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 five (5) references. Please include District name, District size, District location, Name of Director, Contact Information, Length of Service.

18. 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.

19. Confirm all requested items are included in the Required RFP Documents Checklist.

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 Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

IRAN CONTRACTING ACT of 2010 COMPLIANCE AFFIDAVIT
CERTIFICATION OF ELIGIBILITY TO BID FOR CONTRACTS OF \$ 1 MILLION OR MORE
(Public Contract Code sections 2202-2208)

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

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

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

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

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and Federal ID Number if available, in completing ONE of the options shown below.

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

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

OPTION #2: EXEMPTION Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

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

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: Prime Subawardee Tier _____, if known Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10 a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(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.
2. 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.
3. Identify the status of the covered Federal action.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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."
10. 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.
11. (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).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. 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.
15. 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.
16. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
17. 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

EXHIBIT A

EXHIBIT A			
Fixed Price Product List			
Item Description	Pack Size	Your Pack Size	Your Fixed Price
APPLES SLICED RED IW 200/2OZ	CASE 200/2OZ		
BROCCOLI FLORET/BUDS 5#	5LB		
CABBAGE GREEN SHREDDED 5#	5LB		
CARROT SNACKERS CHILI IW 75/2.5oz	CASE 75/2.5OZ		
CARROT-BABY PEELED 150/2OZ	CASE 150/2OZ		
CARROTS BABY IW 100/3OZ	CASE 100/3OZ		
CARROTS BABY WHOLE SLIM 5#	5LB		
CAULIFLOWER-FLORETS 5#	5LB		
CELERY 3" - 4" STICKS 5LB	5LB		
FRUIT-SALAD 3WAY TRAY-5#	5LB		
JICAMA-STICKS 4"X1/2" STACK 5#	5LB		
LETTUCE SHREDDED 5#	5LB		
LETTUCE SPRING MIX 3#	3LB		
ROMAINE CHOPPED 5#	5LB		
SALAD 3-WAY MIX 5#	5LB		
SALAD 4-WAY MIX 5#	5LB		
SALAD-K12 NUTRITIONAL BLEND 5#	5LB		
SPINACH CLEANED 2.5#	2.5LB		

EXHIBIT B

EXHIBIT B Item Description	Pack Size	Estimated Annual Usage	Your Pack Size	CPFP Fee
APPLE GRANNY SMITH SLICED IW 200/2OZ	200/2OZ	244		
APPLES GALA 138-150CT	40LB	941		
APPLES GRANNY SMITH 163-175CT	40LB	250		
APPLES RED DELICIOUS 163-175CT	40LB	730		
APPLES SLICED RED IW 200/2OZ	200/2OZ	1,026		
APPLES RED DELICIOUS 138-150CT	40LB	1,071		
AVOCADO EA	1EA	1,031		
BANANAS PETITE GREEN TIP	40LB	1,723		
BANANAS PETITE RIPE	40LB	131		
BASIL BUNCH	1 BUNCH	200		
BEANS-EDAMAME FRESH NO 12/10oz	12/10oz	89		
BLUEBERRIES	12/6OZ	69		
BLUEBERRIES BSKT	BSKT	178		
BROCCOLI FLORET/BUDS 5#	5LB	1,542		
BRUSSEL SPROUTS-BABY LB	1LB	125		
CABBAGE GREEN EA	1EA	69		
CABBAGE GREEN SHREDDDED 5#	5LB	377		
CABBAGE RED SHREDDDED 5#	5LB	184		
CANTALOUPE EA	1EA	554		
CANTALOUPE-CHUNKS DRY TRAY-5#	5LB	708		
CARROT 3"- 4" STICKS 5#	5LB	607		
CARROT COINS 5#	5LB	64		
CARROT SHREDDDED 5#	5LB	647		
CARROT SNACKERS CHILI IW 75/2.5oz	75/2.5OZ	1,095		
CARROT SNACKERS RANCH IW 75/2.5oz	75/2.5OZ	106		
CARROT-BABY PEELED 150/2OZ	150/2OZ	925		
CARROTEENIE PEELED (DO 100/2.6	100/2.6	82		
CARROTS BABY IW 100/3OZ	100/3OZ	1,847		
CARROTS BABY WHOLE SLIM 4/5#	4/5LB	480		
CARROTS BABY WHOLE SLIM 5#	5LB	504		
CAULIFLOWER EA	1 EA	86		
CAULIFLOWER-FLORETS 5#	5LB	856		
CELERY 3" - 4" STICKS 4/5LB	4/5LB	159		
CELERY 3" - 4" STICKS 5LB	5LB	344		
CELERY DICED 1/4" 5#	5LB	57		
CELERY EA	1 EA	126		

EXHIBIT B		Estimated	Your Pack	
Item Description	Pack Size	Annual Usage	Size	CPFP Fee
CELERY-STICK LOOSE 4x1/2" 5#	5LB	269		
CILANTRO 6ea	6EA	296		
CILANTRO EA	1BNCH	227		
CUCUMBER 36ct	36CT	563		
CUCUMBER EA	1EA	2,816		
CUCUMBER-COIN 1/4" 5#	5LB	469		
CUCUMBER-COIN CUT 3 50-1/2 CUP	3 50-1/2 CUP	289		
FAJITA VEGETABLE MIX 5#	5LB	244		
FRUIT-SALAD 3WAY TRAY-5#	5LB	840		
GRAPES GREEN SEEDLESS 18-20LB	20LB	56		
GRAPES LUNCH BUNCH 150CT	150CT	2,484		
GREEN ONION Bunch	BNCH	807		
HONEYDEW EA	1EA	390		
HONEYDEW-CHUNKS DRY 1" TRAY-5#	5LB	543		
JICAMA STICKS 5#	5LB	767		
JICAMA-STICKS 4"X1/2" STACK 5#	5LB	1,548		
KALE EA	1EA	271		
KIWI 108CT VF	108CT	107		
KIWI-BULK 19#	19LB	267		
LEMONS LB	1LB	636		
LETTUCE GREEN LEAF 24CT	24CT	112		
LETTUCE GREEN LEAF EA	1EA	1,283		
LETTUCE ROMAINE 24CT	24CT	133		
LETTUCE ROMAINE IW EA	1EA	202		
LETTUCE SHREDDED 5#	5LB	1,619		
LETTUCE SPRING MIX 3#	3LB	358		
LIMES-GREEN LB	1LB	376		
MANGO-SLICE RANDOM TRAY-5#	5LB	178		
MELON-CANTALOUPE EA	1EA	177		
MELON-HONEYDEW EA	1EA	151		
MUSHROOMS MEDIUM LB	1LB	455		
NECTARINE 70-80SZ F 100CT AVG	25LB/100CT	300		
ONION-YELLOW DICED 1/4" 5#	5LB	225		
ONION-YELLOW POUND 1#	1LB	650		
ONIONS GREEN 2BN/PKG BU	2BNCH	616		
ONIONS RED LB	1LB	777		
ORANGES 138CT	40LB	859		
PEACH 70-80SZ 28# VF 100CT AVG	28LB/100CT	96		
PEARS GREEN OR RED 135-150CT	40LB	451		

EXHIBIT B		Estimated	Your Pack	
Item Description	Pack Size	Annual Usage	Size	CPFP Fee
PEAS SUGAR SNAP 1#	1LB	513		
PEPPER-BELL RED 1 EACH	1EA	1,138		
PEPPER-CHILE SERRANO LB	1LB	328		
PEPPER,CHILE PASILLA FRESH LB	1LB	525		
PEPPERS BELL MEDIUM LB	1LB/4CT	557		
PEPPERS CHILI JALAPENO LB	1LB	129		
PICO DE GALLO TRAY-5#	5LB	783		
PINEAPPLE-CHUNKS 1"+/- TRAY-5#	5LB	812		
PINEAPPLES EA	1EA	169		
PLUM RD/BK/PR 45-50VF 130AVG	28LB	207		
POTATOES-RED ROSE "B" 5#	5LB	177		
POTATOES-RUSSET 80ct	80CT	111		
RADISHES SLICED 5#	5LB	78		
RASPBERRIES basket	BSKT	126		
ROMAINE CHOPPED 5LB	5LB	2,380		
SALAD 3-WAY MIX 5#	5LB	1,699		
SALAD 4-WAY MIX 5#	5LB	874		
SALAD-K12 NUTRITIONAL BLEND 5#	5LB	1,129		
SPINACH CLEANED 2.5#	2.5LB	836		
SQUASH ZUCCHINI 36CT	22LB/36EA	65		
SQUASH ZUCCHINI LB	1LB	325		
STRAWBERRIES IN CLAMSHELL 8x1#	8/1LB	1,589		
TANGERINE-VARIETY (BA 90/100ct	90/100CT	465		
TANGERINE CLEM MUR SAT 20SZ 100CT	25LB	215		
TOMATILLO 10#	10LB	55		
TOMATO-DICED 1/4" TRA TRAY-5#	5LB	89		
TOMATO-SLICED 1/4" T TRAY-5#	5LB	540		
TOMATOES 6X6	20LB/72EA	448		
TOMATOES 6X6 LB	1LB	732		
TOMATOES CHERRY	12/1PT	323		
TOMATOES CHERRY - BSKT EA	1 BASKET	581		
TOMATOES GRAPE DROP	12/1PT	559		
TOMATOES GRAPE DROP-BSKET EA	1 PT	386		
VEG BLEND-STIR FRY MIX 5#	5LB	66		
WATERMELON SEEDLESS EA	1EA	796		
WATERMELON-CHUNKS 1"+/ TRAY-5#	5LB	311		

EXHIBIT C

EXHIBIT C Item description	Pack Size	Your Pack Size	Your Cost Week of October 2, 2017	Your Cost Week of March 19, 2018
APPLES RED DELICIOUS 138-150CT	40LB			
APPLES GALA 138-150CT	40LB			
BANANAS PETITE GREEN TIP	40LB			
CUCUMBER 36ct	36CT			
STRAWBERRIES IN CLAMSHELL 8x1#	8/1LB			
TANGERINE CLEM MUR SAT 20SZ 100CT	25LB			
TOMATOES 6X6 LB	1LB			