

**REQUEST FOR PROPOSALS
FOR
GENERAL MILK AND DAIRY
2016-2017 SCHOOL YEAR
FOR
CONTRA COSTA CO-OP**

**KATHY CAHOON, PURCHASING AGENT
3200 Loveridge Road
Pittsburg, CA 94565
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**General Dairy
RFP # 15-16-002**

NOTICE TO BIDDERS

The Contra Costa CO-OP (CCSC) is requesting proposals to provide general dairy for CCC locations for fiscal year 2016-2017, renewable for 1-year terms up to two years total.

Respondents to this Request for Proposal ("RFP") should mail or deliver their sealed proposal in an envelope marked "GENERAL DAIRY", as further described herein, to:

Contra Costa CO-OP
Purchasing Department
3200 Loveridge Road
Pittsburg, CA 94565

ALL RESPONSES ARE DUE NO LATER THAN 2:00 P.M., ON JUNE 6, 2016. Late submittals will not be accepted or considered. Fax or email responses will not be accepted.

If you have any questions regarding this RFP please email or call Kathy Cahoon, at 925-473-2326 or kcahoon@pittsburg.k12.ca.us

The CCC reserves the right to reject any and all submittals. The CCC makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. In no event will the CCC be responsible for the cost of preparing a response to this RFP. The CCC also reserves the right to waive any informalities or irregularities in received submittals.

I. INTRODUCTION

The Contra Costa CO-OP (CCC) are public school district's covering a 716 square mile area within Northern California and containing neighborhoods in the cities of Pittsburg, Antioch, Oakley, Brentwood, Mt. Diablo, Liberty Union, Byron, Walnut Creek .

CCSC is seeking proposals in response to this Request for Proposals ("RFP") from entities to provide General Dairy in the Contra Costa CO-OP for fiscal year 2016-2017, renewable for 1-year terms up to three years total. The specific locations are included in Exhibit "A."

The CCC will choose the entity who meets the objectives of the solicitation and can provide the greatest overall benefit to the CCC, based upon the information presented in the proposals. While price alone is not the sole basis for award, it

remains the primary consideration when awarding a contract under the RFP method.

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

A. LIMITATIONS AND CCC RIGHT TO REJECT

The CCC, in its sole discretion, reserves the right to:

- Accept or reject any and all submittals, or any portion or combination thereof;
- Contract with any entity responding to this RFP in whatever manner the CCC decides; and/or
- Waive any informality or non-substantive irregularity, not affected by law, as the interests of the CCC may require.

This RFP is not an offer by the CCC to contract with any party responding to this RFP. This RFP does not commit the CCC to select any entity and the CCC makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. In no event will the CCC be responsible for any costs or expenses incurred in preparing and submitting responses to this RFP.

The CCC reserves the right to add additional firms for consideration after receipt of this RFP if it is found to be in the best interest of the CCC. All decisions concerning firm selection will be made in the best interests of the CCC.

B. FULL OPPORTUNITY

The CCC hereby affirms that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), Disabled Veterans Business Enterprises ("DVBE"), and minority and women business enterprises shall be afforded full opportunity to submit proposals in response to this RFP and that no bidder will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

C. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity responding 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 or the award of the contract(s) with any member of the CCC's Governing Board

("Board"), or with any employee of the CCC except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the firm submitting a bid.

II. SCOPE OF REQUIRED SERVICES

Although the full scope of services shall be stated in the Agreement for General Dairy Products ("Agreement"), the Contractor will be expected to be capable of fulfilling, at a minimum the following:

Furnish and deliver the quantities designated in the proposal or purchase order in accordance with the proposal specifications and the sample furnished by the bidder and accepted by the CCC.

The Contractor's scope of services is set forth in further detail in the Agreement, Exhibit "B" of this RFP. The scope may be modified at the sole discretion of the CCC prior to execution by the selected firms or individuals. Any addenda or bulletins issues by the CCC during the time soliciting proposal or forming a part of the proposal loaned to the vendor for the preparation of this proposal shall be covered in the proposal and shall be made a part of the contract.

III. MINIMUM REQUIREMENTS

Please see the Proposal, Exhibit "C," for minimum quantities of specified General Dairy.

Selected firm(s) must be able to execute the CCC's Agreement.

IV. CONFLICT OF INTEREST

Bidder shall certify that no official or employee of the CCC, nor any business entity in which an official of the CCC has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the CCC.

V. ASSIGNMENT

Any contract resulting from this RFP and any amendments or supplements thereto shall not be assignable by the successful consultant either voluntarily or by operation of law without the written approval of the CCC.

VI. BID SUBMISSION REQUIREMENTS

Firms submitting proposals in response to this RFP must use the Bid Form in Exhibit "C" to the RFP. All prices and notations must be typed or written in ink. Written proposals shall not be written in pencil. Mistakes may be crossed out and corrections inserted adjacent, but the corrections shall be initialed in ink by the person signing the proposal. No corrections can be made after the time for opening written proposals.

Proposals should be verified before submission because the proposal cannot be withdrawn or corrected after being opened. The CCC will not be responsible for

errors or omissions on the part of the vendor in making up their written proposals.

Provide Hazard Analysis and Critical Control Points (HACCP) plan, designee and certification letter with proposal. Manufacturer's Nutritional Analysis Data Sheets and/or CN label must be submitted with the proposal for every product proposed. Any item not meeting SB12 or SB965 requirements must be noted as such.

Proposals are to be submitted in sealed packages with the name of the responding firm clearly marked on the outside of each package.

Any vendor may withdraw their proposal either personally or by a written request, at any time prior to the scheduled time for opening of the proposals. No vendor may withdraw their proposal for a period of ninety (90) days after the date set for opening thereof.

Each proposal will be reviewed to determine its completeness prior to the actual evaluation. Vendors are expected to examine the conditions, specifications, and all instructions of the RFP. Failure to follow the terms herein will be at the vendor's risk. If a bidder does not respond to all categories requested, the bidder may be disqualified from further consideration. Proposals shall be firm and not made contingent upon events or engineering which will not have occurred until after the proposal is awarded.

If requested, a clearly marked sample must be furnished on the quoted product within seven (7) days of the request. If not, the quoted product will not be considered. The sample submitted shall be the exact product the vendor proposed to furnish. Samples of items, when requested must be free of expense to the CCC. Vendor to supply brand name of product and pack size. The CCC shall make the final decision as to whether the material or product is the equal to that specified.

VII. SELECTION CRITERIA

Award may be made to one or more vendors, whichever is deemed to be in the best interest of CCCSC. Awards will be based on the lowest total extended cost, quality of the products, service, and delivery requirements. The lowest vendor must offer products and services meeting the CCC's specifications and be capable of delivering quality of goods and services at the specified minimum quantities. In the event of equal low written proposals, preference shall be accorded to local firms in recognition of greater convenience. Notwithstanding, the CCC reserves the right to award proposals as deemed necessary and in best interest of the Nutrition Services Department.

Each proposal must be complete. Incomplete proposals will be considered nonresponsive and grounds for disqualification. The CCC retains the sole discretion to determine issues of compliance and to determine whether a firm is responsive, responsible, and qualified. Based upon the information presented in the proposal, the CCC will identify the firm(s) that can provide the greatest overall benefit to the CCC for the specified work.

The CCC may perform investigations of responding parties that extend beyond contacting the references identified in the bid. The CCC may request a form to submit additional information pertinent to the review process. The CCC also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

VIII. RFP RESPONSE SCHEDULE SUMMARY:

The CCC reserves the right to change the dates on the schedule without prior notice.

DATE	EVENT	TIME DEADLINE
May 12, 2016/ May 19, 2016	Release and advertisement of RFP #15-16-002.	
May 25, 2016	Deadline for submission of written questions to CCC concerning RFP #15-16-002.	3:00 p.m.
June 6/2016	Deadline for all submissions in response to RFP #15-16-002.	4:00 p.m.
July 1, 2016	Notification to selected Firm	

WE THANK YOU FOR YOUR INTEREST IN THIS EXCITING PROGRAM!

EXHIBIT "B"
AGREEMENT FOR GENERAL DAIRY PRODUCTS

This Agreement for General Dairy Products ("Agreement") is made and entered into as of the _____ day of _____, 20__ by and between the Contra Costa CO-OP, (CCC) and _____ ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Vendor shall furnish and deliver General Dairy products to the sites as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("General Dairy") in the quantities designated in the proposal or purchase order in accordance with the proposal, specifications, and the sample furnished by the der and accepted by the CCC.
2. **Term.** Vendor shall commence providing services under this Agreement on _____, 20__ and will diligently perform as required and complete performance by _____, 20__, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

If mutually agreeable, the CCC reserves the right to renew the Agreement for additional 1-year terms, for a period not to exceed three (3) consecutive years total. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original Agreement having been met to the satisfaction of the CCC. Such renewal will be made by notifying the Vendor, in writing, thirty (30) days prior to the expiration of the Agreement.

3. **Submittal of Documents.** Vendor shall not commence the Services under this Agreement until the Vendor has submitted and the CCC has approved the certificate(s) and the endorsement(s) of insurance required as indicated below:

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

4. **Compensation.** CCC agrees to pay Vendor according to the prices in his or her proposal for general dairy satisfactorily furnished and delivered pursuant to this Agreement. At no time during the contract period, August, 2016 through June 30, 2017 shall the prices charged to the CCC exceed the price quoted on the written proposal form for the period of the proposal. If pricing changes, the vendor needs to give the CCC a 30-day written notice.

Vendor agrees to deliver prepaid all items to the address indicated on this price request form. All costs for delivery, drayage, freight, or the packing of said articles are to be borne by the vendor. No charge for containers,

packing, drayage or other purpose will be allowed over and above the prices written in the proposal, unless otherwise specified.

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

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

5. **Additional Items.** During the term of this Agreement, as the need for other products arises or new products are developed, the CCC reserves the right to add items to this Agreement. The price of such items shall be negotiated between the CCC and the Vendor using a similar mark-up percentage as all other existing/awarded products on the price request and shall be subject to the terms and conditions of this Agreement. Vendors must indicate the actual cost plus percentage cap/limit, as applicable. Vendor will provide the best pricing available based on type of item and quantity-which shall not exceed the actual cost plus percentage cap stated on price request response. Evidence and documentation of cost (at invoice price) will be provided by the Vendor upon the CCC's request.
6. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the, CCC and are not entitled to benefits of any kind or nature normally provided employees of the CCC and/or to which CCC's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of the work herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, CCC being interested only in the results obtained.
7. **Performance of Services.**
 - 7.1 **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to furnish and deliver General Dairy as specified, without the advice, control or supervision of in CCC accordance with generally and currently accepted principles and practices of its profession for services to California school CCCs. The

CCC shall hold the vendor responsible for any damage which may be sustained because of failure or neglect of the vendor to comply with the terms or conditions listed herein with the terms of the contract. The CCC may upon 24-hour written notice to the vendor, cancel the contract in its entirety or cancel or rescind on all or any portion of any contract resulting from this price request for reason of unsatisfactory product or service or any reason determined to be detrimental to the health and welfare of students and school personnel and to hold the vendor in default. Failure to furnish all items per the contract, in a timely manner, as specified, shall constitute unsatisfactory service.

- 7.2 **Inspection of Products Furnished.** All items furnished shall be subject to inspection and rejection by the CCC for spoilage defects, or non-compliance with the specifications. If a product is rejected at time of delivery, a credit is to be issued for the product. A notice of products failing to meet specifications may result in contract termination.
- 7.3 **Right to Inspect Vendor Facilities.** The CCC reserves the right to inspect the Vendor's facilities prior to award of contract and/or during the term of the contract and if representatives of the CCC determine after such inspection that Vendor is not capable of performance satisfactory to the CCC, the proposal will not be considered or the Agreement can be cancelled.
- 7.4 **Warehouse Deliveries.** Warehouse deliveries twice a week, Tuesday and Friday between 5:30 a.m. – 8:00 a.m.
- 7.5 **Site Deliveries.** Site to site deliveries include deliveries up to twice a week at a particular site, and daily as needed.
- 7.6 **Safety and Security.** It shall be the responsibility of Vendor to ascertain from, and comply with, the CCC's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.
- 7.7 **Force Majeure.** Delay due to unforeseen circumstances, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include acts for God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations superimposed after the fact.
8. **Ordering.** Orders will be placed (normally by phone) by each site the day before delivery is required according to their needs. Vendor may be required to alter orders daily. Orders should not be accepted for items that are not on the price request or unauthorized substitutions. If such unauthorized items are ordered and delivered it will be at the discretion of Nutrition Services personnel whether payment will be made to the vendor for such items. The Director of Child Nutrition, Secretary to the Director of Child Nutrition, Food Service Account Clerk, and Food Service Supervisors are the only authorized purchase agents for the CCC.

9. **Returns.** Vendor shall issue credit to the CCC for all products returned from the school sites, including damaged and decaying products.
10. **Non-Conformance to Specifications.** If any product fails to meet specifications, the CCC may require, within a reasonable time as determined by the CCC:
- 10.1 Cash restitution or in-kind replacement, at the CCC's discretion for the entire lot that failed; and/or
 - 10.2 Payment for the value of all meals that the CCC served which failed to contain the required components of a reimbursable meal because the vendor provided short-weighted products.
11. **Audit.** Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Vendor shall permit the CCC, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the CCC shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents.

12. Termination.

- 12.1 **For Convenience by CCC.** CCC may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice by CCC shall be sufficient to stop further performance of services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.
- 12.2 **With Cause by CCC.** CCC may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.2.1 unsatisfactory product or service; or
 - 12.2.2 any reason determined to be detrimental to the health and welfare of students and school personnel; or
 - 12.2.3 material violation of this Agreement by the Vendor; or
 - 12.2.4 any act by Vendor exposing the CCC to liability to others for personal injury or property damage; or

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

Written notice by CCC shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the CCC may secure the required services from another vendor. If the expense, fees, and/or costs to the CCC exceed the cost of providing the service pursuant to this Agreement, the Vendor shall immediately pay the excess expense, fees, and/or costs to the CCC upon the receipt of the CCC's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CCC.

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

14 Insurance.

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

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Workers Compensation	Statutory Limits

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

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

14.2 **Proof of Carriage of Insurance.** The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the CCC and approved by the CCC. Certificates and insurance policies shall include the following:

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

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

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

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

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

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

16 **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the CCC and all federal, state, and local laws, ordinances and regulations. All products must conform to the provisions set forth in the federal, state, county, and city laws for their production, handling, processing, marketing, and labeling. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on providing General Dairy as indicated or specified. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the CCC of the violation, Vendor shall bear all costs arising therefrom.

16.1 In accordance with California Department of Education's School Nutrition Program guidance manual all contracts with vendors that exceed \$100,000 need to have the following stipulation verbatim: "The Food Service Management Company (FSMC) must comply with section 306 of the Clean Air Act (42 USC Part 1857 [h]), Section 508 of the Clean Water Act (33 USC Part 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR part 15). ... Violations will be reported to the USDA FCS and the United States EPA. The FSMC will not utilize a facility listed on the EPA List of Violating Facilities (A-102 14[I])."

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

addition, the Vendor agrees to require like compliance by all of its subcontractor(s).

- 18 **Fingerprinting of Employees.** Vendor shall submit a fully executed "Fingerprinting/Criminal Background Investigation Certification". Although Education Code 45125.2(a) (3) provides an option regarding CCC surveillance, the CCC does not provide this as an option to the Vendor. California Education Code Section 45125.2 requires entities providing services to the CCC to ensure the safety of pupils where employees of the entity or subcontractors will have contact with pupils. Therefore, Vendor shall certify that methods are being undertaken to ensure the pupils' safety.
- 19 **Tobacco-Free Environment.** All CCC sites have been designated as a tobacco-free environments. Smoking and the use of tobacco products is prohibited at all times on all areas of CCC property. CCC property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on CCC property.
- 20 **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21 **Limitation of CCC Liability.** Other than as provided in this Agreement, CCC's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall the CCC be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 22 **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

CCC:

Contra Costa CO-OP

Child Nutrition Office
3200 Loveridge Road
Pittsburg, CA 94565

[FAX]

ATTN: _____

Vendor:

[NAME]

_____, California

9 _____

[FAX]

ATTN: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: _____, 20____

Dated: _____, 20____

Contra Costa CO-OP

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Vendor:

Address: _____

Employer Identification and/or
Social Security Number

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

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

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY VENDOR

Vendor's Proposal is made part of this Agreement.

In addition, the following requirements apply:

1. Dairy shall be in conformance with the California Food and Agricultural Code and meet USDA federal meal program nutrient standards/service size of the USDA Child Nutrition Program.
2. Product specifications are based on products and pack sizes currently in use in the industry. Alternate pack sizes may be accepted when pack size specified is not available. Some specifications shown have been established by the Nutrition Services Department based on the Department's research and expertise and/or popularity of the food item; therefore, alternates may not be considered in circumstances where the menu, recipes, or sales may be affected. If proposing an alternate or "generic" item, please quote it in addition to the brand requested, if possible. In any case, the CCC will be the sole judge as to whether the products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the CCC.
3. Federal regulations require that to the maximum extent possible, only domestic products are purchased for use in the National School Lunch Program. This requirement will be strictly adhered to. Any bidder intending to provide products dairy or grown in a foreign country must include such information on their price request submission. Failure to include such information on the price request submission can result in product rejection at the vendor's expense.
4. Whenever possible, Vendor must provide dairy produced within a 250 mile radius from Pittsburg, CA. CCC has a goal of procuring 25% of its dairy locally.
5. Vendor must provide name and location of farms that items are purchased from one week prior to delivery. Vendor to report to the CCC the net price that the farmer will receive on a price per pound or price per case basis for product purchased. Products should be labeled designating local source (grower, address of farm). For the purposes of this quote, "farm" is defined as the location where the dairy is grown, not the address of a packing house or aggregation point.
6. No preservatives or sulfating agents shall be used in the preparation of product.
7. The CCC's preference is that all packaging is fully compostable/reusable.
8. Product shelf life shall not be less than three (3) to seven (7) days from date of delivery. Products must be dated, showing a "produced on" or "pull" date.

9. Dairy is to be rotated at each site with every delivery. Out-of-date product shall be returned and credited. Product shall be picked up and credited at each break period, including winter and spring breaks.
10. Product is to be delivered as specified by CCC to the delivery sites specified herein. Delivery schedule to be coordinated to coincide with school needs and existing route flow for Vendor's best reduction of expenses, mileage and time.
11. Dairy shall be delivered in an approved sanitary manner.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

1. Date: _____

2. Name of Vendor: _____

3. Signature: _____

4. Print Name and Title: _____

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

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION
CERTIFICATION**

The undersigned does hereby certify to the Contra Costa CO-OP ("CC") as follows:

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

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

___ Vendor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor employees, agents, and volunteers who may have contact with CCC pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Vendor employees, agents, and volunteers who may come in contact with CCC pupils during the course and scope of the Agreement is attached hereto; and/or

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

Name: _____

Title: _____

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

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

Date: _____

Name of Vendor: _____

Signature: _____

Representative's Name: _____

Representative's Title: _____

EXHIBIT "C"

PROPOSAL FORM

To: Governing Board of Contra Costa CO-OP ("CCC")

From: _____

(Name of Vendor)

The undersigned affirms that he/she is a duly authorized agent of the Vendor with the authority to submit a proposal on behalf of Vendor.

The undersigned has reviewed the Contract Documents, including, without limitation, the Notice to Bidders and Request for Proposals, and agrees and proposes to furnish and deliver the General Dairy as specified by Contra Costa CO-OP.

All Items proposed shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county, city laws and ordinances for their production handling, processing, marketing, and labeling. All prepared products must be prepared without sulfating agents. Preference will be given to vendors subscribing to the dairy Marketing Association Code of Ethics.

Vendor shall state the brand and item number proposal; if none is indicated it is understood that the vendor is quoting the exact brand and number specified. If proposing product "equal to" the brand specified any differences should be clearly noted – include specifications and nutrient analysis. Vendors may propose any product equal to that specified. Certain specifications set forth herein for the purpose of establishing standards are not intended to preclude any vendor from proposal who can meet these specifications and requirements.

The undersigned agrees to furnish the product specified at the quoted price based on a cost plus formula and to comply with conditions of this document. The price per unit must remain firm for the full contract period.

Statement of Experience/Qualifications: Brief statement of your company's qualifications, including information about the length of time you have been in operation, strengths and successes, your areas of specialization and expertise, and any other relevant information that will assist the CCC in evaluating your application.

Reference Name and Phone

1) _____

2) _____

3) _____

Delivery Trucks: List number/type of owned trucks:

Please describe your company's ability to provide the CCC with locally-grown, source-identified dairy. What systems do you have in place for tracking and labeling locally-grown dairy?

Please describe your relationships with farmers. Do you typically work with pack-houses, grower-shipper operations or with farmers directly? If you are able, please attach a list of farms that you regularly purchase from to this price request.

CCCSC has existing relationships with a number of small farmers who provide dairy for the CCC's salad bars. The successful bidder will demonstrate willingness and ability to work with these farmers to provide dairy for the nutrition services department. Please describe your company's strategy for working with these farmers.

IT IS UNDERSTOOD that if Vendor's proposal is accepted by the CCC, Vendor will enter into the Agreement for General Dairy within seven (7) days to provide the services described in.

IT IS FURTHER UNDERSTOOD that the quantities shown on above are estimates only. The CCC reserves the right to order more or less than such quantities, to delete a line item or entire price request over the contract period.

The undersigned certifies that this proposal is genuine and not sham or collusive or made in the interest or behalf of any person not herein named, and that Vendor has not submitted his or her proposal price to any corporation, partnership, company, association, organization, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

The undersigned certifies that no official or employee of the CCC, nor any business entity in which an official of the CCC has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the CCC.

The undersigned warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent representative of Vendor, to any officer or employee of the CCC with a view toward securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach of this warranty, the CCC shall have the right to terminate the contract, either whole or in part, and any loss or damage sustained by the CCC in procuring on the open market any items which vendor agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the CCC provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

Furthermore, the undersigned hereby certifies to the CCC that all representations, certifications, and statements made by Vendor, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Original Signature

Name & Title (print) Date

Vendor Name

Taxpayer Identification Number

Address

Telephone Number/FAX Number

Email

If Proposal is of a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____



Pittsburg Unified School District
Child Nutrition Services Department
3200 Loveridge Road • Pittsburg • California • 94565

Angelia Nava, Director

Section 00410
NONCOLLUSION AFFIDAVIT:
(Submit with Bid Form)

NOTE: THIS DOCUMENT MUST BE NOTARIZED

State of California, County

of _____.

_____, being first duly sworn, deposes and says that he

or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham; the bidder had not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit or cost element of the bid price, or public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not directly or indirectly, submitted his or her bid price of any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid. Said bid is to furnish work or materials and supplies to the **Pittsburg Unified School District** of Contra Costa County, California, of the following nature:

(Describe briefly)

Subscribed and sworn to, before me on

_____, 2016

Notary Public in and for the said County and State

(Seal)

BIDDER'S COMPANY

NAME: _____