



SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

Request for Proposal # SN17.18-19.20

Snack Food Distribution

For

The South Bay Purchasing Cooperative

*Manhattan Beach USD, Culver City USD, Santa Monica Malibu USD,
Palos Verdes Peninsula USD, Lawndale Elementary School District, Huntington Beach City
School District, Lennox School District, Glendale USD and Torrance USD*

Nutrition Services Departments

Issue Date: March 21, 2017

Proposal Due: May 2, 2017 at 12:00pm

Contact:

Elizabeth Powell

Santa Monica-Malibu Unified School District

Food Services Dept.

(310) 450-8338

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NOTICE OF REQUEST FOR PROPOSAL

Notice is hereby given that, on behalf of five member districts in the South Bay Purchasing Cooperative, the Board of Education for the SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT (District), Santa Monica, CA (Los Angeles County), will receive sealed proposals for Request for Proposal Number # SN17.18-19.20 for the procurement of the following:

Snack Food Distribution

Sealed proposals must be delivered to the Food Services Department, Santa Monica-Malibu Unified School District, 1651 16th Street, Santa Monica, CA 90404 no later than 12:00 pm on May 2, 2017.

The District is not responsible for proposals sent via U.S. Mail, UPS, Federal Express, or by any other delivery service. It is the vendor's responsibility to ensure that their proposal is delivered to the Food Services Department. Each proposal must conform and be responsive to the contract documents. All bids shall be made and presented on a form furnished by the South Bay Purchasing Cooperative.

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

To obtain Request for Proposal package visit the Torrance USD Nutrition Services webpage at: tusdfoodservice.org ("BIDS" tab) or contact Elizabeth Powell, Director of Food Services at (310) 450-8338.

Elizabeth Powell
Director of Food Services
Santa Monica-Malibu Unified School District

Publish: March 21, 2017 & March 28, 2017
Santa Monica News Press

Santa Monica-Malibu Unified School District
1651 16th Street, Santa Monica, CA 90404
SNACK Food Distribution Request for Proposal # SN17.18-19.20
Submit RFP by May 2, 2017 at 12:00 p.m.

REQUEST FOR PROPOSAL SIGNATURE PAGE

This Request for Proposal (RFP) is for the distribution of snack food products for the District(s) in the South Bay Purchasing Cooperative.

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 Santa Monica-Malibu Unified School District Food Services Department, 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.

Questions and answers from the Bidders will be published in on the Torrance USD website (tusdfoodservice.org) by 5:00 PM on April 28, 2017.

If further clarification is needed, call Elizabeth Powell at the Santa Monica-Malibu Unified School District at (310) 450-8338.

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 Torrance Unified School District, Nutrition Services Department located at
2335 Plaza del Amo, Torrance, CA 90501

Issue Date:	March 21, 2017
Proposal Due:	May 2, 2017 at 12:00 p.m. Santa Monica-Malibu Unified School District Food Services Department 1651 16 th Street, Santa Monica, CA 90404
Proposal Opening:	*May 3, 2017 at 10:00 a.m.
Bidder's Interview: <i>(if applicable)</i>	*May 12, 2017 at 10:00 a.m.
Protest Deadline:	May 15, 2017 by 10:00 a.m.
Intend to Award:	May 18, 2017 (Pending Board Approval)
Notification to selected Distributor(s):	May 22, 2017
Recap of RFP:	Available after May 26, 2017 or Board Approval

Contact: *(for RFP questions and procedures)*

Elizabeth Powell
Director of Food Services
Santa Monica-Malibu Unified School District
1651 16th Street
Santa Monica, CA 90404
(310) 450-8338

*Events are held at Torrance Unified School District, Nutrition Services
Department located at 2335 Plaza del Amo, Torrance, CA 90501.

INSTRUCTIONS TO PROPOSERS

PURPOSE OF THIS RFP

The South Bay Purchasing Cooperative consisting of Manhattan Beach Unified School District, Lawndale Elementary School District, Lennox School District, Glendale Unified School District, Huntington Beach City School District, Culver City Unified School District, Santa Monica-Malibu Unified School District, Palos Verdes Peninsula Unified School District, and Torrance Unified School District, hereinafter referred to as District(s), is seeking proposals from qualified companies to procure and deliver snack food products 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 only 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 resubmitting 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 (SNACK FOODS)

The selected distributor will partner with the District(s) over the term of the contract resulting from this RFP to procure and deliver snack foods 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. Manhattan Beach Unified School District
2. Culver City Unified School District
3. Santa Monica Malibu Unified School District
4. Palos Verdes Peninsula Unified School District
5. Torrance Unified School District
6. Lawndale Elementary School District
7. Lennox School District
8. Glendale Unified School District
9. Huntington Beach City School District

Most sites will require delivery at least 1 day per week (see Appendix for delivery sites). 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. Estimated quantities are attached in the Appendix.

Additional product and service requirements are outlined within the RFP.

GENERAL CONDITIONS AND INSTRUCTIONS

Proposals are requested for furnishing of the South Bay Purchasing CO-OP (SBPC), consisting of nine (9) member school districts (listed above) for Snack Food Distribution for the period of August 1, 2017 through July 31, 2018. 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) 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 snack food products and services for the period of August 1, 2017 through July 31, 2018.

District(s) Objective

The South Bay Purchasing Cooperative District(s):

- Are 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;
- Are seeking to improve the image of school meal program in our communities;
- Are desiring to greatly affect the menu profitability through food purchasing;
- Are seeking to craft one or more single multi-year contracts to address all of the District(s) needs with respect to frozen food products;
- Greatly value the quality and standard of meals;
- Are seeking to enhance supply chain efficiencies through innovation; and
- Are 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 14.

Distributor must submit one (1) paper copy of their proposal packet AND one (1) digital copy on a flash drive. PRICING must NOT be included with the proposal packet.

PRICING must be provided in a SEPARATE, sealed envelope with one (1) paper copy of the pricing (only) AND one (1) digital copy of the pricing (only) 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 Santa Monica-Malibu USD Director of Food Services, at any time prior to the scheduled closing time for submission deadline. Any request for withdrawal received after 12:00p.m. on May 2, 2017 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 Santa Monica-Malibu USD Director of Food Services, 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 tusdfoodservice.org ("BIDS" tab). 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:

**Santa Monica-Malibu USD
ATTN: Elizabeth Powell
Foods Services Department
1651 16th Street
Santa Monica, CA 90404**

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 committee will make a recommendation to all District(s) of the South Bay Purchasing Cooperative.
- e) 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), Santa Monica-Malibu Unified School District will issue Intent to Award letter to the successful bidder. The award will be formally made by the Santa Monica-Malibu Unified School District Board of Education in a timely manner. In the event that a second vendor is awarded as a backup, Santa Monica-Malibu 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) 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.

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 (page 4)	
3. Contract Agreement (pages 20-31)	
4. Vendor Questionnaire and Evaluation Criteria (pages 43-60)	
5. Reference List (page 61)	
6. Public Liability and Property Insurance (Note: Provide your own document)	
7. Non-Collusion Declaration (page 62)	
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 (pages 65-66)	
13. Iran Contracting Act of 2010 Compliance Affidavit (page 67)	
14. Certification Regarding Lobbying / Disclosure of Lobbying Activities (pages 68-71)	
15. Required RFP Documents Checklist (this form – page 15)	
16. Flash Drive(s) / Sealed Docs	
17. List of Items Kept in Stock	
18. Sample Product Labels, if applicable (instructions page 78)	

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.
- 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
 - Web site/Facebook page
 - Signature of authorized officer or person
 - Corporate seal (if a corporation)

2. Request for Proposal Signature Page (page 4)

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

3. Contract Agreement (pages 20-31)

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 (pages 43-60)

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

5. Reference List (one page maximum) (Note: Provide your own document) (page 61)

Please supply the contact information for five (5) School District Food & Nutrition Services. 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) 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.

7. Non-Collusion Declaration (page 62)

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 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 (pages 65-66)

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 (page 67)

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. Certification Regarding Lobbying / Disclosure of Lobbying Activities (pages 68-71)

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 (page 15)

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. PRICING must be NOT be included with the proposal packet.

PRICING must be provided in a SEPARATE, sealed envelope with one (1) paper copy of the pricing (only) AND one (1) digital copy of the pricing (only) 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.

18. Sample Product Labels, if applicable (instructions page 78)

All sample products requested and any "or equivalents" provided for evaluation purposes must be clearly labeled with an identification label. Vendor must submit one (1) paper copy with each sample. Samples are to be furnished free of cost and will become property of the District. Only the products requested will be accepted for evaluation. All are to be clearly labeled with the sample product evaluation form.

CONTRACT AGREEMENT

CONTRACT AGREEMENT

(SNACK FOOD DISTRIBUTION RFP # SN17.18-19.20)

THIS CONTRACT AGREEMENT (this "Contract"), made and entered into this _____ day of _____, 2017, by and between Santa Monica-Malibu Unified School District (the "District") on behalf of the District(s) in the South Bay Purchasing Cooperative [the "District(s)"] and

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

Mailing Address

City / State / Zip Code

RECITALS

1. The Santa Monica-Malibu Unified School District (the "District") is the representative agency for the member districts of the South Bay Purchasing Cooperative [the "District(s)"] 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 Snack Food Distribution via a Request for Proposal Number SN17.18-19.20 (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, 2017 through July 31, 2018.

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, 2017 through July 31, 2018, with the option to renew for up to two (2) additional years, in one (1) year increments (Extension 1: August 1, 2018 to July 31, 2019 and Extension 2: August 1, 2019 to July 31, 2020), 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

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.

Bid each item separately. Prices must be stated in units specified or trade standard. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Quote prices net including trade discounts, F.O.B. DESTINATION, FRT. PREPAID.

District(s) shall verify all pricing on invoices with awarded bid pricing. Should vendor overcharge District(s) for any item, the District(s) will request full reimbursement for the overcharge. The second time the vendor is notified of an overcharge, the District(s) will assess an additional two hundred percent (200%) penalty. By way of example only, should vendor charge \$100.00 for items that it should have actually charged \$50.00, vendor will immediately reimburse District(s) the sum of \$50.00 for the overcharge together with an additional sum of \$100.00 for the penalty, for a total payment of \$150.00.

PRICE ADJUSTMENTS

The successful Distributor shall be allowed to adjust prices upon presentation of suitable proof of a price increase from a manufacturer or processor. A notice shall be sent including proof of any increase thirty (30) days prior to the increase. No increase to the price will be allowed sooner than 180 calendar days from the date of RFP award, including thirty (30) calendar days advance written notice. Any change to the price shall be subject to mutual agreement by both parties. Price changes must be communicated in writing to specified individuals at each of the District(s) at least 30 days before the price changes will take effect.

In the event of a decline in price, the successful Distributor is to give the District(s) the immediate advantage of such a decrease and inform the District(s) of the decrease. All orders placed under this agreement shall be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

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

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

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 frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures.

Snack food items must be delivered in accordance with the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (CalCode).

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 Orange or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

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

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

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

INFERIOR PRODUCT, INSPECTION AND ACCEPTANCE

The Distributor agrees to permit inspection of the delivered items by a representative of the District(s) 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

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

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

In order to accommodate the computerized menu system utilized by the District(s) Food Services 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 required 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 PROCESSED FOODS SHOULD NOT CONTAIN ANY ARTIFICIAL TRANS FAT.

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) Nutrition Services 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 Services 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 the desired product is absolutely not available for any reason, the District(s) shall be notified at least 2 days in advance.

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).

If the desired product is absolutely not available for any reason, the District(s) shall be notified at least two days in advance and the District(s) shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the District(s). **When substitutions do occur, Distributor shall provide nutritional statements and ingredient listings of the replacement product.**

The Distributor must provide the specified product or an acceptable substitute, as determined by the District(s). If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the District(s) for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the District(s).

If substitution is unavoidable due to market conditions, Contractor must provide equivalent item for District(s) approval at no additional cost to the District(s) for product or freight. Authorization of a substitute product shall be at the sole discretion of the District(s).

Contractor shall immediately notify Nutrition Services if they become aware of any product changes or reformulation. When product changes do occur, Contractor shall provide nutritional statements and ingredient listing of these products to the District(s). Failure to provide notification to Nutrition Services of any product changes or reformulation, 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 Services Central 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. If the Distributor is unable to meet confirmed delivery schedule(s), as agreed upon, then after a one (1) hour grace period, **the District reserves the right to assess a penalty payment to the Distributor for each instance in the amount of \$100 per late delivery per site**, and deduct from the Distributor's invoice the penalty payment. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. A "late delivery" is defined as a delivery outside of the agreed upon delivery window with each District, whether it is early, or before the delivery window or late, or after the delivery window. 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 one (1) hour of scheduled time, the Vendor/Driver must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Vendor's expense. Frequent occurrences may result in cancellation of the Contract. **The District shall be entitled to bill/deduct from payments to the Vendor the rate of \$100 per delivery per site for any and all late deliveries.**

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 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 – Nutrition Services 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 nonresponsive. 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 District(s) Board of Education Policies. 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 District(s) Board of Education Policies. 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.

District(s) preapproved to piggyback on this RFP as of the publish date are:

Huntington Beach Union High School District

Los Alamitos Unified School District

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 evaluation criteria included in the RFP will be evaluated prior to evaluating price, and price is the highest weighted factor. There will be a committee of at least two (2) persons who did not write the RFP who will evaluate the technical criteria of the RFPs. The RFP is to be awarded to the most responsive and responsible vendor who submitted the lowest price, 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

- a) The Distributor **must have** an automatic rebate system in place to efficiently handle automatic rebate programs as offered by manufacturers.
- b) The Distributor **must offer** an active website to allow on-line ordering and reporting. District(s) must have access to sales reports, commodity balances, and commodity reports via on-line.

B2B TRANSACTION REQUIREMENTS

The District(s) Nutrition Services 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) Nutrition Services and its trading partners for food distribution logistics and supply chain.

As a consequence of the organizational transformation program, the District's Nutrition Services continually recruits, supports and builds relationships with suppliers that have ability and technology framework to support its B2B transactions initiative. The District's Nutrition Services' major suppliers are required and/or 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 require 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 Leeza Woodbury, Director of Nutrition Services, Torrance Unified School District at woodbury.leeza@tusd.org OR Jillian McCann, Assistant Director of Nutrition Services, Torrance Unified School District at mccann.jillian@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: Santa Monica-Malibu Unified School District

By: _____ Title: _____

Address: 1651 16th Street, Santa Monica, CA 90404
Phone No: (310) 450-8338 Fax No: (310) 399-2993

PROVISIONER: _____

By: _____ Title: _____

Address: _____

Phone No: _____

Fax No: _____ Authorized Officers or Agents (Corporate Seal)

APPENDIX

Culver City Unified School District

School District	Culver City Unified School District
Zip Code of delivery site(s)	90230
2015/2016 Total Breakfast Meals Served	168,073
2015/2016 Total Lunch Meals Served	473,980
2015/2016 Breakfast Average Daily Participation	934
2015/2016 Lunch Average Daily Participation	2,633
Use a Cycle Menu? (Y/N)	Yes
Number of Delivery Sites	1
Preferred Days of Delivery	Monday
Preferred Time of Delivery	6:00am – 7:30am

Culver City Unified School District, abbreviated CCUSD, is a school district located in Culver City, California that serves approximately 6,500 pupils in a variety of schools. The Culver City Unified School District primarily consists of five K-5 elementary schools, one middle school, and one high school. The District’s projected enrollment for the 2017-2018 school year is approximately 6,500 students. The District has a Central Kitchen in serves 1 high school, 1 middle school and 5 elementary schools. CCUSD serves approximately 350,000 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.

Culver City Unified School District			
Snack Food Delivery Schedule Single Drop			
Central Kitchen Site	Address	Delivery Time	Delivery Days
Culver City High School	4401 Elenda Street	6:00 am to 7:30 am	Monday

Glendale Unified School District

School District	Glendale Unified School District
Contact Name	Jennifer Chin Gonzales
Billing Address	349A Magnolia Avenue, Glendale, CA 91204
Phone #	(818) 552-2677
Zip Code of delivery site(s)	91202, 91205, 91206, 91214
2015/2016 Total Breakfast Meals Served	946,021
2015/2016 Total Lunch Meals Served	1,878,172
2015/2016 Breakfast Average Daily Participation	5,256
2015/2016 Lunch Average Daily Participation	10,329
Use a Cycle Menu? (Y/N)	Yes
Number of Delivery Sites	8
Preferred Days of Delivery	Wednesday
Preferred Time of Delivery	6:30am-2:30pm

The Glendale Unified School District is a school district based in Glendale, California, United States in Greater Los Angeles. The school district serves the city of Glendale, portions of the city of La Cañada and the unincorporated communities of Montrose and La Crescenta.

The District’s projected student enrollment for the 2017-18 school year is approximately 26,500 students. It is the third-largest district in Los Angeles County and among the thirty-largest in the State of California. It is the 157th largest in the nation.

The Nutrition Services Department services 20 elementary schools, four middle schools, five high schools (one of which is a continuation school), two preschools and a special education school. In addition, the Department has a Warehouse. GUSD serves nearly 2 million lunches 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.

Glendale Unified School District			
Snack Food Delivery Schedule Multiple Sites			
Middle Schools	Address	Delivery Time	Delivery Days
Rosemont	4725 Rosemont Avenue, La Crescenta, CA 91214	6:30 A.M. - 2:30 P.M.	Wednesday
Roosevelt	222 East Acacia Avenue, Glendale, CA 91205	6:30 A.M. - 2:30 P.M.	Wednesday
Toll	700 Glenwood Road, Glendale, CA 91202	6:30 A.M. - 2:30 P.M.	Wednesday
Wilson	1221 Monterey Road, Glendale, CA 91206	6:30 A.M. - 2:30 P.M.	Wednesday
High Schools	Address	Delivery Time	Delivery Days
Clark Magnet	4747 New York Avenue, La Crescenta, CA 91214	6:30 A.M. - 2:30 P.M.	Wednesday

Crescenta Valley	2900 Community Avenue, La Crescenta, CA 91214	6:30 A.M. - 2:30 P.M..	Wednesday
Glendale	1440 East Broadway, Glendale, CA 91205	6:30 A.M. - 2:30 P.M.	Wednesday
Hoover	651 Glenwood Road, Glendale, CA 91202	6:30 A.M. - 2:30 P.M.	Wednesday

Huntington Beach City School District

School District	Huntington Beach City School District
Contact Name	Mina Choi, Director of Food Services
Billing Address	17011 Beach Blvd. #560, Huntington Beach, CA 92647
Phone #	(714)378-2076
Zip Code of delivery site(s)	92646, 92648
2015/2016 Total Breakfast Meals Served	70,944
2015/2016 Total Lunch Meals Served	402,585
2015/2016 Breakfast Average Daily Participation	395
2015/2016 Lunch Average Daily Participation	2,300
Use a Cycle Menu? (Y/N)	Yes for Breakfast, No for Lunch
Number of Delivery Sites	3
Preferred Days of Delivery	Monday, Wednesday, Friday
Preferred Time of Delivery	6:00 A.M. - 11:00 A.M.

The Huntington Beach City School District (HBCSD) is located in northwestern Orange County and services an area of approximately 14 square miles. The District's projected student enrollment for the 2017-2018 school year is approximately 7,000 students. The District has a central kitchen that serves 7 elementary schools and 2 Intermediate Schools. HBCSD serves approximately 480,000 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.

Huntington Beach City School District			
Snack Food Delivery Schedule Multiple Sites			
Middle Schools	Address	Delivery Time	Delivery Days
Dwyer	1502 Palm Ave, HB, CA 92648	8:30 A.M. – 11:00 A.M.	Monday
Sowers	9300 Indianapolis Ave, HB, CA 92646	8:30 A.M. -11:00 A.M.	Monday
Elementary School	Address	Delivery Time	Delivery Days
Peterson	20661 Farnsworth Lane HB, CA 92646	6:00 A.M. - 11:00 A.M.	Monday, Wednesday, Friday

Lawndale Elementary Unified School District

School District	Lawndale Elementary School District
Zip Code of delivery site(s)	90260
2015/2016 Total Breakfast Meals Served	230,000
2015/2016 Total Lunch Meals Served	774,500
2015/2016 Breakfast Average Daily Participation	1230
2015/2016 Lunch Average Daily Participation	4150
Use a Cycle Menu? (Y/N)	Yes
Number of Delivery Sites	2
Preferred Days of Delivery	Wednesday
Preferred Time of Delivery	6:30am-10:30am

The Lawndale Elementary School District (LESD) located in southwestern Los Angeles County and services an area of approximately 2 square miles. The District’s projected student enrollment for the 2017-18 school year is approximately 5,700 students. The Food Services Department services 6 elementary schools and 2 middle schools. In addition, the Department has a Warehouse located at the district office. LESD serves approximately 1 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.

Lawndale Elementary School District			
Snack Food Delivery Schedule Multiple Sites			
School Site	Address	Delivery Time	Delivery Day
Will Rogers Middle School	4110 W. 154 th St.	7:00 A.M. - 10:30 A.M.	Wednesday
Warehouse Site	Address	Delivery Time	Delivery Day
Warehouse	14609 Eastwood Ave.	6:30 A.M. – 10:30 A.M.	Wednesday

Lennox Unified School District

School District	Lennox Unified School District
Zip Code of delivery site(s)	90304
2015/2016 Total Breakfast Meals Served	256,030
2015/2016 Total Lunch Meals Served	832,166
2015/2016 Breakfast Average Daily Participation	1,552
2015/2016 Lunch Average Daily Participation	5,043
Use a Cycle Menu? (Y/N)	Yes
Number of Delivery Sites	7
Preferred Days of Delivery	Friday
Preferred Time of Delivery	8:00 A.M. – 1:00 P.M.

The Lennox community is an unincorporated 1.3 sq. mile area of Metropolitan Los Angeles situated between the cities of Hawthorne, Inglewood and the Los Angeles International Airport. Lennox School District’s projected student enrollment for the 2017- 2018 school year is approximately 5,200 students. The Child Nutrition Services Department services a preschool, five elementary schools, one middle school and one High School Charter adding 600 additional students. Our District Warehouse is located next to our District office and adjacent to the Jefferson Elementary School. Lennox is a small community where all schools in the district are located in residential neighborhoods and adherence to the schedule due to the noise ordinances that are strictly enforced.

Lennox Unified School District			
Snack Food Delivery Schedule Multiple Sites			
School Sites	Address	Delivery Time	Delivery Days
Buford	4919 W. 109th Street	8:00 A.M. - 1:00 P.M.	Friday
Jefferson	10322 Condon Ave.	8:00 A.M. - 1:00 P.M.	Friday
Moffett	11050 Larch Ave.	8:00 A.M. - 1:00 P.M.	Friday
Felton	10417 Felton Ave.	8:00 A.M. - 1:00 P.M.	Friday
Huerta	4125 W. 105 Street	8:00 A.M. - 1:00 P.M.	Friday
Lennox Middle School	11033 Buford Ave.	8:00 A.M. - 1:00 P.M.	Friday
Lennox Academy	11036 Hawthorne Ave.	8:00 A.M. - 1:00 P.M.	Friday

Manhattan Beach Unified School District

School District	Manhattan Beach Unified School District
Zip Code of delivery site(s)	90266
2015/2016 Total Breakfast Meals Served	200,000
2015/2016 Total Lunch Meals Served	600,000
2015/2016 Breakfast Average Daily Participation	1000
2015/2016 Lunch Average Daily Participation	2500
Use a Cycle Menu? (Y/N)	Yes
Number of Delivery Sites	4
Preferred Days of Delivery	Monday
Preferred Time of Delivery	6:45 A.M. to 8:45 A.M.

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 & Nutrition Services 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			
Snack Food Delivery Schedule Multiple Sites			
School Sites	Address	Delivery Time	Delivery Days
Manhattan Beach Middle School	1501 North Redondo Ave	6:45 A.M. – 8:45 A.M.	Monday
Mira Costa High School	701 S. Peck Ave	6:45 A.M. – 8:45 A.M.	Monday
Manhattan Beach Elementary Schools	Deliver to MB Middle School	6:45 A.M. – 8:45 A.M.	Monday
Manhattan Beach Pre-School	1431 15th Street	6:45 A.M. – 8:45 A.M.	Monday
Manhattan Beach EDP	Deliver to PS	6:45 A.M. – 8:45 A.M.	Monday
Manhattan Beach USD Warehouse	1517 Manhattan Beach Blvd	6:45 A.M. – 8:45 A.M.	Monday (on occasion)

Palos Verdes Peninsula School District

School District	Palos Verdes Peninsula 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
2015/2016 Total Breakfast Meals Served	12,776
2015/2016 Total Lunch Meals Served	399,409
2015/2016 Breakfast Average Daily Participation	71
2015/2016 Lunch Average Daily Participation	2,219
Use a Cycle Menu? (Y/N)	Yes
Number of Delivery Sites	5
Preferred Days of Delivery	Tuesday
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 4.7 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.

Palos Verdes Peninsula Unified School District			
Snack Food Delivery Schedule Multiple Sites			
Intermediate Sites	Address	Delivery Time	Delivery Days
Miraleste	29323 Palos Verdes Dr. E RPV, 90275	6:00am – 9:00am	Tuesday
Palos Verdes	2161 Via Olivera RPV, 90275	6:00am – 10:00am	Tuesday
Ridgecrest	28915 Northbay Rd RPV, 90275	6:00am – 10:00am	Tuesday
High School Sites	Address	Delivery Time	Delivery Days
Palos Verdes	600 Cloyden Rd PVE 90274	6:00am – 10:00am	Tuesday
PV Peninsula	27118 Silver Spur Rd RHE, 90274	6:00am – 10:00am	Tuesday
Warehouse Site	Address	Delivery Time	Delivery Days
Central Kitchen	29323 Palos Verdes Dr. E RPV, 90275	6:00am – 9:00am	Tuesday

Santa Monica-Malibu Unified School District

School District	Santa Monica-Malibu Unified School District
Zip Code of delivery site(s)	90404, 90405, 90265, 90403
2015/2016 Total Breakfast Meals Served	108,503
2015/2016 Total Lunch Meals Served	530,128
2015/2016 Breakfast Average Daily Participation	603
2015/2016 Lunch Average Daily Participation	2945
Use a Cycle Menu? (Y/N)	Yes
Number of Delivery Sites	Santa Monica 4, Malibu 1
Preferred Days of Delivery	Monday
Preferred Time of Delivery	6:00 am – 8:00 am

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. 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.

Santa Monica-Malibu Unified School District			
Snack Food Delivery Schedule Multiple Sites			
School Sites	Address	Delivery Time	Delivery Days
Santa Monica High School (SAMOHI)	601 Pico Blvd, Santa Monica	6:00 AM – 8:00 AM	Monday
Malibu High School	30215 Morningview, Malibu 90265	6:00 AM – 12 Noon	Monday (1x/month)
Adams Middle School	2425 16 th Street, Santa Monica	6:00 AM – 8:00 AM	Monday
Lincoln Middle School	1501 California, Santa Monica	6:00 AM – 8:00 AM	Monday
Warehouse Site	Address	Delivery Time	Delivery Days
District Warehouse	1651 16 th Street, Santa Monica	6:00 AM – 8:00 AM	Monday

Torrance Unified School District

School District	Torrance Unified School District
Contact Name	Leeza Woodbury
Billing Address	2335 Plaza del Amo, Torrance, CA 90501
Phone #	(310) 972-6351
Zip Code of delivery site(s)	90501, 90503, 90504, 90505
2015/2016 Total Breakfast Meals Served	540,000
2015/2016 Total Lunch Meals Served	1.8 million
2015/2016 Breakfast Average Daily Participation	3,000
2015/2016 Lunch Average Daily Participation	10,000
Use a Cycle Menu? (Y/N)	Yes
Number of Delivery Sites	12
Preferred Days of Delivery	Thursdays, Fridays
Preferred Time of Delivery	Middle School – 7:30a-9:30a High School – 5:30a-9:30a

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 2017-18 school year is approximately 24,000 students. The Nutrition Services 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			
Snack Food Delivery Schedule Multiple Sites			
School Sites	Address	Delivery Time	Delivery Days
Calle Mayor Middle	4800 Calle Mayor 90505	7:30a-9:30a	Thursday
Casimir Middle	17220 Casimir Ave. 90504	7:30a-9:30a	Friday
J. H. Hull Middle	2080 W. 231 St. 90501	7:30a-9:30a	Friday
Jefferson Middle	21717 Talisman St. 90503	7:30a-9:30a	Friday
Lynn Middle	5038 Halison St. 90503	7:30a-9:30a	Friday
Madrona Middle	21364 Madrona Ave. 90503	7:30a-9:30a	Friday
Magruder Middle	4100 W. 185th St. 90504	7:30a-9:30a	Friday
Richardson Middle	23751 Nancy Lee Lane 90505	7:30a-9:30a	Thursday
North High	3620 W. 182nd St. 90504	5:30a-9:30a	Friday

South High	4801 Pacific Coast Highway 90505	5:30a-9:30a	Thursday
Torrance High	2200 Carson St. 90501	5:30a-9:30a	Thursday
West High	20401 Victor St. 90503	5:30a-9:30a	Thursday

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 the maximum number of points indicated for each criterion for an aggregate maximum total of up 180 points (total weight of 45%). Pricing will be evaluated after all other factors have been scored and will account for 220 points or 55% weight of total evaluation criteria.

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 this Vendor Questionnaire and Evaluation Criteria Form and submit with your proposal. One (1) question is listed per page. Attach additional sheets if necessary.

(Evaluation criteria: A = Determining Cost, B = Customer Service & References, C = Experience & Competence, D = Sustainability)

Firm Name _____ Date _____

For District Evaluation USE ONLY

Question #	Points Assigned
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
TOTAL POINTS (out of 180)	

Evaluation Criteria #1 – total weight = 45%

Category	Weight	Points Awarded	Weighted Score (weight x pts awarded)
A–Determining Cost Q#: 1, 12, 13	21.1% (38pts)		.211 x ____ = ____
B–Customer Service/ References Q#: 2, 3, 4, 5, 6, 10, 16	38.3% (69pts)		.383 x ____ = ____
C–Experience/ Competence Q#: 7, 8, 9, 11, 15	30% (54pts)		.30 x ____ = ____
D–Sustainability Q#: 14, 17	10.6% (19pts)		.106 x ____ = ____
Total	100%		

Move through to Price Evaluation? Yes _____ No _____

Evaluation Criteria #2 – total weight = 55%

Category	Weight	Points Awarded	Weighted Score (weight x pts awarded)
Pricing	55% (220pts)		.55 x ____ = ____

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. **Note: Landed Cost is defined as invoice cost from the manufacturer plus freight if freight is not included with invoice cost. (A)**

Minimum Requirements: A methodology that will result in the lowest overall cost to the District(s) taking into consideration a thorough clearly explained description of how existing or future products will be priced to the District(s).

A Pricing Methodology that at least addresses:

- Costs to the District(s) of administration
- All other costs to the District(s) for the receipt of the needed quantity of product, including new products
 - a. Developed by the vendor
 - b. Developed jointly by the vendor and the District(s) and
 - c. Proposed by the District(s)
- Ease of administration by the District(s)
- Effect on the District(s) of changes in the vendor's costs and
- Transparency of the elements of the cost structure (such that it can be easily audited, understood and explained by District(s) staff)

ANSWER:

Max Points Possible	Points Awarded <i>(for Co-op use only)</i>	Notes <i>(for Co-op use only)</i>
20		

2. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule for each district. (B)

Minimum Requirements: A supply-chain management system that:

- Is efficient
- Requires less paperwork
- Includes effective quality controls such that problems are anticipated and, when such arise, promptly resolved
- Ensures timely and accurate delivery
- Is flexible enough to easily address changes in District(s) needs
- Reduces and controls District(s) costs

Sufficient fleet resources on hand or easily expanded through leasing, subcontracting or acquisition

ANSWER:

Max Points Possible	Points Awarded <i>(for Co-op use only)</i>	Notes <i>(for Co-op use only)</i>
10		

3. What is the lead time you require for orders that ensures a 99.5% fill rate? What is your company's TYPICAL "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution? (B)

Minimum Requirements: Substantial experience in the food-provision industry

- Experience reducing costs & paperwork for customers
- Recent and substantial experience providing the same food products to K-12 partners or similar market channels
- Experience providing the food product to California public schools

Recent and substantial experience providing food to commercial clients in an environment requiring a fast turnaround of 24 to 48 hours (i.e., vendor can supply needed products to the specified location within that period).

Evidence that the firm has experience supplying the product category in question:

- To K12 public school districts, independent charter school organizations, college & universities, business and industry, grocery, restaurants for which deliveries were made to at least 50 separate locations per week

Evidence that the firm has the ability to supply the District(s) at the volume of product the District(s) will need as shown by the firm's estimated usage of the product category.

ANSWER:

Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
10		

4. How will emergency deliveries be handled? What process would you follow if your driver forgets to deliver a product or shorts the site a product? (B)

ANSWER:

Max Points Possible	Points Awarded <i>(for Co-op use only)</i>	Notes <i>(for Co-op use only)</i>
10		

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

ANSWER:

Max Points Possible	Points Awarded <i>(for Co-op use only)</i>	Notes <i>(for Co-op use only)</i>
10		

6. What is your procedure for notifying the customer of shortages and/or substitutes? (B)

Minimum Requirements:

Email notification must be sent to individual District(s) by 2pm the business day before delivery occurs.

ANSWER:

Max Points Possible	Points Awarded <i>(for Co-op use only)</i>	Notes <i>(for Co-op use only)</i>
10		

7. Torrance USD and Palos Verdes Peninsula USD will require B2B transactions by the awarded vendor. If you are not currently using the B2B transaction process with Torrance USD and Palos Verdes Peninsula USD, please explain your plan to implement this requirement within 90 days of award of contract. (C)

Minimum Requirements: Technology that can interface with the District(s) cafeteria management system within 90-days of the execution date of any Contract

ANSWER:

Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
10		

8. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports? (C)

Minimum Requirements: Continuous cutting edge of:

- Data collection
- Reporting tools
- Metric measurements
- Trend-analysis
- Info. Sharing with customers
- Real-time reporting
- Constant communication
- Ability to communicate through e-mail
- Technology that adds value and lowers District(s) costs

Complete traceability (product from point of origin to point of consumption) with semi-annual (2 X year) showing traceability of each product

Proposer’s provision of current and new products that meet District(s) nutritional requirements

Bidder should be able to provide state-of-the-art technology in order to provide services including data collection, customized reports, trend analysis, information sharing, real-time reporting, and complete traceability of product.

ANSWER:

Max Points Possible	Points Awarded <i>(for Co-op use only)</i>	Notes <i>(for Co-op use only)</i>
10		

9. What is the current make up of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration and freezer units on these delivery vehicles. Please describe your vehicle preventative maintenance program. How do you handle deliveries to sites without loading docks? (C)

Minimum Requirements: 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 frozen 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.

ANSWER:

Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
10		

10. How does your company assist school district(s) if a freezer/refrigerator goes down and the district(s) ask for assistance? (B)

ANSWER:

Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
9		

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

ANSWER:

Max Points Possible	Points Awarded <i>(for Co-op use only)</i>	Notes <i>(for Co-op use only)</i>
9		

12. Do you offer a percentage discount for early payment? If yes, please state terms for discount. (A)

ANSWER:

Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
9		

13. Will you give a District a discount if they reach a certain dollar value per drop? (A)

No _____

Yes _____

If yes, what does the dollar drop need to be? _____

If yes, what % discount will apply? _____. If you answered yes, this discount will apply to all drops that exceed the dollar value listed above.

ANSWER:

Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
9		

14. How many years has your company been in the food service business? What were your company's revenues for fiscal year 2015? How many years has your company been servicing school districts? (D)

Minimum Requirements: Evidence that the proposing firm has been in business long enough to understand, and be able to anticipate and support, its operational needs and to appropriately manage and address the risks associated with its operation.

Evidence that the proposing firm:

- Will continue to operate successfully throughout the term of any Perishable Contract it accepts
- Has a robust level of financial capability sufficient to handle contracts as large as any Perishable Contract is likely to be and on a multi-year basis
- Has a history of managing for success and being successful

ANSWER:

Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
9		

15. Describe your HACCP plan? Have staff taken food safety courses and are they trained on a regular basis on food safety classes? Can your drivers provide a ServSafe Card upon request? Please attach your latest County Health Inspection reports. (C)

Minimum Requirements: Vendors who are or follow the best food-safety practices in that:

- The proposer has documented independent verification of effective written safety plans in place
- Proposer staff are properly and regularly trained in current safety procedures
- The proposer has executive-level staff whose responsibility it is to ensure food-safety
- The proposer’s facilities are regularly inspected by accredited agencies in the field of food-safety auditing,
- The proposer’s facilities are favorably assessed in those audits
- The proposer promptly and appropriately addresses safety issues raised by the food-safety auditors or otherwise and
- If called upon to do so, the proposer’s record-keeping program is such that the proposer would be able promptly to trace any product or ingredient to its original supplier and source of origin

Evidence that the proposing firm has a minimum of appropriate safety controls in place and that an accredited food-safety auditing firm has found those controls to be satisfactory.

ANSWER:

Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
15		

16. Will each District included in this RFP have a dedicated Customer Service Representative? How many customers is the dedicated Customer Service Representative responsible for? (B)

Minimum Requirements: Responses to reference inquiries that show:

- Prompt responses to requests for information
- Prompt responses to complaints & issues
- Satisfactory resolution of complaints & issues
- Timely and accurate delivery

Ready access to decision-making executives

Evidence that the proposing firm will appropriately incorporate the need to ensure that District(s) staff is sufficiently knowledgeable of proposer firm products, plans and processes to facilitate the most efficient interface between the two organizations. An effective training plan may include:

- Online education with tutorial
- Video demonstration capabilities
- Dedicated staff resources to training

Ability to train in multiple languages

Easy, “seamless” communication between District(s) operations and those of the vendor

Bidders should demonstrate their ability to promptly respond to request for information, to resolve complaints and issues, and to provide timely and accurate delivery. Bidder’s customer service staff should be easily accessible for inquiries or issues. Bidder should be able to provide marketing strategies to assist the District(s) in promoting school meal programs.

ANSWER:

Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
10		

17. 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. (D)

Minimum Requirements: An indication that the proposing firm has acted ethically in the past and will conduct itself ethically and with careful adherence to the District's ethics policies in the future should it be awarded a District contract.

ANSWER:

Max Points Possible	Points Awarded <i>(for Co-op use only)</i>	Notes <i>(for Co-op use only)</i>
10		

Firm Name _____ Signature _____

Phone#: _____ Name (Printed) _____

Fax#: _____ E-Mail address _____

SCHOOL DISTRICT REFERENCES

List a minimum of five (5) school district references for contracts you have completed in the last three years that are of similar scope and complexity.

District Name: _____
Address: _____
Contact Name: _____
Telephone Number: _____
Email Address: _____

District Name: _____
Address: _____
Contact Name: _____
Telephone Number: _____
Email Address: _____

District Name: _____
Address: _____
Contact Name: _____
Telephone Number: _____
Email Address: _____

District Name: _____
Address: _____
Contact Name: _____
Telephone Number: _____
Email Address: _____

District Name: _____
Address: _____
Contact Name: _____
Telephone Number: _____
Email 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, by phone at 916-445-6775 or 800-952-5609 or by e-mail at rvant@cde.ca.gov or Eric Burnette, School Nutrition Programs Specialist, by phone at 916-322-1641 or 800-952-5609 or by e-mail at eburnette@cde.ca.gov.

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)	<i>Federal ID Number (or n/a)</i>
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)	<i>Federal ID Number (or n/a)</i>
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed

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:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See next page for public burden disclosure)

1. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
4. Name and Address of Reporting Entity: <p style="text-align: center;">Prime Subawardee Tier _____, if known</p> Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10 a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		

<p>11 Amount of Payment (check all that apply):</p> <p>\$ _____ actual planned</p>	<p>12 Type of Payment (check all that apply):</p> <p>Retainer One-time fee Commission Contingent fee Deferred Other; specify: _____</p>
<p>13 Form of Payment (check all that apply):</p> <p>Cash In-kind; specify: Nature _____ Value _____</p>	
<p>14 Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:</p> <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</p>	
<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: (_____) _____ Date: _____</p>
<p>Federal Use Only:</p>	<p>Authorized for local reproduction Standard Form - LLL</p>

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

SAMPLE PRODUCT EVALUATION

All sample product requests are denoted with an asterisk on the usage list. Please provide two of each product requested and any "or equivalents" for evaluation purposes. Samples are to be furnished free of cost and will become property of the South Bay Purchasing Cooperative. Only the products requested will be accepted for evaluation. All are to be clearly labeled with the identification label below.

THIS LABEL MUST BE REPRODUCED AND PLACED ON EACH INDIVIDUAL SAMPLE SUBMITTED.

SAMPLE FOR:	Snack Food Products Evaluation for School Lunch Program
DELIVER TO:	Torrance Unified School District Nutrition Services Department Attn: Leeza Woodbury, Director 2335 Plaza Del Amo Torrance, CA 90501 (310) 972-6350
DATE:	May 1, 2017 NO LATER THAN 12:00 PM
RFP ITEM NO: (from spreadsheets)	_____
BRAND:	_____
PRODUCT CODE #:	_____
VENDOR:	_____
SIGNED BY:	_____
ADDRESS:	_____
TELEPHONE #:	_____ DATE: _____

Please submit samples **NO LATER THAN MONDAY, MAY 1, 2017, 12:00 pm** to:

Leeza Woodbury
Director of Nutrition Services
2335 Plaza Del Amo
Torrance, CA 90501

Only the products requested will be accepted for evaluation. All samples become property of the South Bay Purchasing Cooperative.

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form.

To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by:

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

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

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

USDA is an equal opportunity provider.