

Vista Unified School District

CNS FARM-TO-SCHOOL PRODUCE

BID # C17180016

BID AND CONTRACT DOCUMENTS

BID DUE: July 28, 2017

**1234 Arcadia Ave.
Vista, CA 92084
Purchasing Department
(760) 726-2170, ext. 92642**

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Vista Unified School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but not later than **10:00 o'clock a.m. on 07/28/17**, sealed bids for the award of a contract for **CNS FARM-TO-SCHOOL PRODUCE, BID No. C17180016**.

Each bid shall be submitted on a form obtained at the Purchasing Department, Vista Unified School District at 1234 Arcadia Ave, Vista, CA 92084 or at <http://www.vistausd.org/Purchasing>. **Bids may be mailed via U.S. mail to: Vista Unified School District Purchasing Department at 1234 Arcadia Ave, Vista, CA 92084 or delivered Fed Ex, UPS, or other courier to the above address.** Bids not received in the District's Purchasing Department by the specified date and time will be returned unopened. It is the sole responsibility of the bidder to see that his/her bid is received in proper time at the address noted herein. Bids will be publicly opened at **10:00 o'clock a.m. on 07/28/17** at the Purchasing Department. A bid summary will be issued 48 hours after bid opening.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the Specifications, and all other documents comprising the pertinent Contract Documents. Copies of the Contract Documents are now on file and may be obtained in the purchasing office at the above address.

The bid will be awarded by the point system using the criteria which has been established as per sample located on pg. 12 of this Bid. The Vista Unified School District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid or to waive any irregularities or informalities in the bids or in the bidding.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

In the event of identical bids, the Governing Board may determine by lot which bid shall be accepted per Public Contract Code 20117.

Vista Unified School District
Jim Gibson
Clerk of the Governing Board

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CNS FARM-TO-SCHOOL

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BID PROPOSAL FORM

Board of Education
Vista Unified School District
Purchasing Department
1234 Arcadia Avenue
Vista, CA 92084

Re: Bid Proposal for Bid No. **C17180016**

To: Members of the Board of Education

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Bidders, Instructions to Bidders, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the bid package for the above-referenced bid, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said bid package. The entire bid package is submitted, together with this Bid Proposal Form, including Addenda Nos. __, __, __, and __, on file at the Purchasing Office of said District for the prices set opposite the articles listed herein.

Name of Company: _____

Legal Status (i.e., sole proprietorship, partnership, corporation):

Tax I.D. Number (Sole Proprietorship Only): _____

Address: _____

Authorized Representative: _____

Signature

Name (Print or Type)

Title

Date: _____

Telephone: () _____

FAX: () _____

E-mail address: _____

**“NONCOLLUSION DECLARATION” TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH PROPOSAL**
(Public Contract Code Section 7106)

State of California

County of _____] ss.

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

Any person executing this declaration on behalf of a Supplier 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 Supplier.

I, the undersigned, hereby certify that I have read and understand this **Non-Collusion Declaration** and guarantee complete compliance with all the terms, conditions and stipulations.

Supplier _____

(Type or Print Complete Legal Name of Company)

By _____

(Signature)

(Date)

Name _____

(Type or Print)

(Title)

INSTRUCTION AND CONDITONS TO BIDDERS:

No bid proposals shall receive consideration by the Vista Unified School District unless made in accordance with the following instructions:

1. PREPARATION OF BIDS

Vista Unified is seeking bids for forward growing agreements with local farms for select items. The "Forward Growing Contract" will take place for the July 1, 2017 to June 30, 2018 fiscal school year.

This Forward Growing Contract will be an agreement between two parties to grow a particular produce item at certain quantities for a fixed price, paid on a monthly basis after delivery of product.

Vista Unified defines "local" farm to school taskforce's definition as the following:

- Local- Grown within 20 miles of VUSD's Central Kitchen
- Regional- Grown/raised in California within 250 miles of San Diego County Line and within California
- California- Grown/raised within the State of California

PRODUCT:

Vista is seeking bid on the items per specifications sheet.

All prices and quotations must be submitted in ink or typewritten. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing bid form. No oral, telegraphic or telephone bids or modifications will be accepted.

Both **unit price and extension** (where applicable) for all line items must be shown where required on the bid form. In case of error, unit price will govern and extensions will be corrected.

More than one unit price inserted for any one item may result in the rejection of the bid unless alternate bids are specifically requested.

The bid amount shall include all direct and indirect cost incidentals to providing the services described herein, such as all applicable taxes, fuel fees, licensee fee, bond fees, insurance, etc.

Signature on bids must be in ink to be considered acceptable

PRODUCT LIABILITY INSURANCE: Vista Unified requires a \$1,000,000.00 from all vendors. If you currently do not have a policy and would like more information on how small farms acquire this type of insurance, we encourage you to contact a local support agency that we work with, the food systems team at Community Health Improvement Partners at 858-609-7978.

Responses must consist of a Hard Copy and Flash Drive of the Specifications and Evaluation Criteria Form. The fillable copies of the specifications and evaluation form will be posted: <http://www.vistausd.org/Purchasing>

2. REQUEST FOR INFORMATION

Any questions relative to the bid should be directed to the appropriate buyer at the address specified for receipt of bid proposals.

Request for Information deadline is July 24, 2017 @ 10:00 a.m.

3. EXECUTION OF AGREEMENT

The bidder who is awarded this bid must sign and return 2 copies of the Agreement pages (Pages 20-22).

4. IDENTIFICATION OF BIDDER

Each bid must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, Bids by corporations must be signed with legal name of the corporation, followed by the signature and designation of the president , secretary, or other person authorized to bind the corporation in this matter, The name of each person signing shall also be typed or printed below the signature, when requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid.

5. DEMONSTRATIONS

If the District considers a need, bidder shall be required to arrange demonstrations of items or services proposed. Failure to be able to provide such working demonstration may disqualify the bidders bid submittal.

Unless otherwise required by the District, bidders shall be required to provide the requested demonstrations at the district's facility. All demonstrations shall be provided free of charge to the district. Bidders may be required to reimburse the district for travel to demonstrations not held at the district's facility.

6. EQUAL BIDS

When bids are equal, bid shall be awarded by a drawing of lots and performed by the Sr. Buyer at VUSD located at 1234 Arcadia Avenue, Vista, CA 92084.

7. WITHDRAWAL OF BID PROPOSALS

Any bidder may withdraw his/her bid personally or by written request at any time prior to the scheduled closing time for the receipt of bids, but may not be withdrawn for period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to Public Contract Code Sections 5100, et seq.

8. AWARD/ OF CONTRACT

The Vista Unified School District reserves the right to accept or to reject any one or more items of a bid, or to waive any irregularities or informalities in the bids or the bidding. Bids will be evaluated

using the point system and the criteria described on page 12. The bidder who meets each criterion item the best will be awarded the most possible points for that specific criterion. The District will be the sole judge of merit and not necessarily accept to award this contract to multiple bidders as SERVICE AND QUALITY of items will be considered in making a decision.

Multiple award: On this bid the DISTRICT reserves the right to award by point system. Suppliers must have scored 75% grade in order to be considered responsible & responsive. Any bidder which scores under 75% will be disqualified for contract award. More details on the evaluation criteria, page 12.

9. REJECTION OF BIDS

The District reserves the right to accept to reject any and all bids, or any portion of combination thereof, or award on the basis of the total bid.

10. AMENDMENTS

The terms and conditions contained in the Notice to Bidders, Bid Proposal Form, Instruction to Bidders, General Conditions, Specifications, and Agreement herein may be amended or modified only with the prior written approval of the District.

Any addenda or bulletins issued during the time of bidding shall form a part of the specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.

11. EVIDENCE OF RESPONSIBILITY

Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's organization available for the performance of the contract and any other required evidence of the Bidder's qualifications, to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

12. BID SECURITY

None required

13. TAXES

Unless otherwise specified, taxes shall not be included in the bid prices. The District will compute the state sales and use taxes. Federal excise taxes are not applicable to school district.

14. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless special bid conditions indicate otherwise. A person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices of materials to a bidder is not thereby disqualified from itself submitting a bid or quoting prices to other contractors. **No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be nonresponsive.**

15. QUANTITIES

The quantities indicated on the Quotation Sheets are the District's best estimate, as determined from previous annual totals and projected usages, and do not obligate the District to purchase the indicated quantities. The actual quantities required may be substantially more or less than indicated herein.

16. INTERPRETATION OF BID DOCUMENTS

If any bidder finds discrepancies in, or omissions from the bid documents, he/she may submit to Jose Mata-Villa, Senior Buyer of the Vista Unified School District a written request for clarification, josematavilla@vistausd.org, and the responses thereto will be emailed and posted to the purchasing webpage, <http://www.vistausd.org/Purchasing>. Corrections will be made by addenda issued to each company that has been sent or has picked up a bid packet. The Vista Unified School District will not be responsible for oral interpretations. Any addenda issued during the time of bidding shall be incorporated into the bid.

17. AGREEMENT PERIOD

Bids will be valid for one (1) year; and renewable for up to 2 additional 1-year terms upon mutual agreement by both parties after the date contract is awarded. The DISTRICT reserves the right to reject any and all bids or to waive irregularities in any bid. It is anticipated that the agreement awarded under this bid shall be effective **July 1, 2017 through June 30, 2018.** Ninety (90) days prior to end of term, the District will notify supplier of exercising renewal option.

18. ESCALATION

The successful bidder shall agree to negotiate any price changes it requests and to supply the District with adequate pertinent documentation to support any price change requested. Vendors should note that no price changes will be effective until the District has accepted the request for the price change with supporting documentation. Until the change has been accepted, the vendor must continue to provide service with the original bid price, terms and conditions.

19. DE-ESCALATION

In the event that a supplier with a current contract as a result of a bid wish to REDUCE the price on an item or items, the District reserves the right to accept the price reduction effective with the offer to reduce rather than wait for approval.

20. VENDORS WILL STOCK

All items proposed with the guaranteed to buyer that there will be no stock-outs beyond the seller's control. Suppliers must contact the district within twenty-four (24) hours of a stock-out beyond their control.

21. COMMENCEMENT OF DELIVERIES

After receiving written notification of award, the successful bidder shall be required to commence with the delivery of all items which they have been awarded immediately after receipt of a District purchase order. In most instances, delivery services will begin August 11, 2017.

22. ORDER SIZE AND PLACEMENT

There shall be no minimum quantities required in order for the District to place order for needed items. Orders will be placed by each cafeteria manager and/or Department buyer as per a mutually agreed upon schedule between the Child Nutrition Services Department and the supplier. Managers must have the right to adjust their orders up to 48 hours prior to their scheduled delivery day.

23. DELIVERIES

Delivery of fresh products shall be coordinated with the District. Deliveries are to be made in vehicles and comply with Hazard Analysis and Critical Control Point regulations. Upon award of bid, suppliers shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules.

All prices shall be bid “F.O.B. Destination”. Destination shall be to Vista Unified School District, Central Kitchen which requires daily delivery between 6:00 am and 9:30 am.

VUSD CNS Central Kitchen
4680 North Avenue
Oceanside, CA 92056

The District will not pay shipping and handling charges, nor shall the District pay for any fuel surcharges. Additionally, all prices offered by bidders, must include on site off loading and inside delivery.

Delivery Frequency: Twice a week, Preferred delivery days Monday and Thursday

LATE deliveries WILL NOT be accepted and it will be the Distributor's responsibility to arrange an alternate delivery time by immediately contacting the Nutrition Services Department at (760) 726-2170, extension 92407. Time of delivery is a critical component of the RFP and must be adhered to – NO exceptions.

No dark drops. Deliveries must be signed for and all products must be delivered directly to VUSD Child Nutrition Central Kitchen. No delivery during school holidays and vacations and no delivery on Saturday or Sunday. (Upon award Nutritional Services to provide vendor with school vacation and holiday schedules).

24. SUBSTITUTIONS AND SAMPLES

The successful supplier must deliver the brands quoted and accepted by the District and meet the delivery time promised. Failure to supply the brands specified or to deliver within the time promised may result in cancellation of award. If circumstances beyond the supplier's control mandate the need for a substitution, approval must be obtained by the Child Nutrition Services Department prior to delivery. The supplier will be required to provide an equivalent product in quality, pack size and pricing.

When requested for samples, bidders shall submit properly marked samples of each such article, on which bid is made. Each sample submitted must be marked in such manner that the marking is fixed, so that identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, (3) item number. Bid and samples must not be sent in the same package. Samples must be furnished free of expense to the District and if not destroyed by tests, will, upon request, be returned at bidder expense. All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the supplier. Because time is of the essence, samples must be received within 3 days of request.

25. NUTRITIONAL INFORMATION

All products are to be prepared and packaged WITHOUT ADDED SULFITES OR PRESERVATIVES – signed certification form guaranteeing this requirement must be included in the awarded vendor's response.

26. METHOD OF PRICING AND COMPLETING BID

Alternate bids will be rejected. Bids stating "will negotiate" or "to be determined" or similarly vague language will be considered as non-responsive and will be subject to rejection of bid.

Bidder must indicate brand name (when applicable) and product code number for each item bid. A bid "as specified" will not be accepted. Veracity of prices submitted in this bid is the sole responsibility of the bidder.

All bid prices must conform to the State of California Food and Agriculture Code, specifically Section 61383, Sales below Cost.

"Best Served On" Information

In the interest of serving the highest quality of produce to students, the District requests that the Distributor provide a "Best Served On" date listed on the package for all cut produce purchased. This "Best-Served On" date will assist menu planners in placing produce on optimal days of the week to maximize produce freshness. Distributor shall follow appropriate procedures for First in First out (FIFO) stock rotation system.

27. BUY AMERICAN PROVISION

Federal regulations require that to the maximum extent possible, only domestic products should be purchased consistent with the "Buy American" provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act. 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 for purchase.

28. INSPECTION OF FACILITIES – EVALUATION

The District reserves the right to inspect the facilities of the bidder prior to award of the contract. The District may request to review the bidder's current Hazard Analysis Critical Control Points (HACCP) food safety system for their facility in order to insure optimum storage and distribution practices. If the District determines that after such inspection that the bidder is not capable of

performance within the District's standards, their bid will not be considered. The findings and decisions of the District shall be final.

Additionally, the District reserves the right to inspect the Contractor's facility during the contract period at any time during normal business hours upon prior notice. Bidder may also be required to show evidence of its ability to furnish standard material from identified manufacturer(s).

NOTE: Should an approved facility be vacated by the Contractor, a re-inspection will be required under the same conditions for the new facility.

29. IMPORTANT NOTES:

Contracts are being awarded on a competitive basis based of a point system. All bids submitted by bidders to the District will be graded using the point system (see below for evaluation criteria), therefore, it is not necessarily the case that the bidder with the lowest cost will be awarded the bid. The RFP that received the highest total number of points will be awarded the contract.

30. EVALUATION CRITERIA:

All proposals will be evaluated based on the criteria listed below. All proposals will received a composite score and be ranked in numerical sequence from high to low. The DISTRICT may utilize the services of appropriate experts to assist in this evaluation. The DISTRICT may also, at its option, invite Bidders being evaluated to make a verbal presentation or conduct site visits if appropriate. The criteria to be used is below:

Sample Evaluation Criteria Form

Available Points	# on bid form	Criteria	Bid #1 pts	Bid #2 pts	Bid #3 pts
20 (factor of 5 pts for highest bid, middle bid and lowest bid)	1	Price	15	15	20
10	2	Time from Harvest to Delivery (in hours)	10	10	5
15	3	Number of farm(s) where product ships from	5	10	5
2	4	Describe type of Packaging & labeling used to identify product	2	2	2
3	5	References from the most recent 3 years (as per pages 22-23)	3	3	3
20	6	Exact location where product is Harvested (Address)	10	20	15
5	7	Is product harvested within 250 miles of VUSD (4680 North Avenue Oceanside, CA 92056)?	0	5	5
5	8	Is product harvested in CA?	5	5	5
5	9	Stickers on product?	0	0	0
5	10	Reusable packing materials used? Describe	5	5	5
5	11	Able to provide educational school visits?	5	5	5

5	12	Able to provide field trip/farm visits to students?	0	5	5
100		Total Points*	60	85	75

*Note: Points will be awarded to each of the twelve criteria points mentioned above. Each criteria has a specific amount of available points. The evaluation team will review all submitted bids and assign all bidders their respective points for each criteria. The bidder who matches the specific criteria the best will be awarded all available points corresponding to that criteria. After evaluating and awarding the points, the bidder with the most total points will be awarded the contract.

To illustrate please refer to sample above: in this example, notice in the Price criteria section that Bid #3 is awarded the maximum available points (20points) for having the lowest bid and Bid #2 receives the maximum available points fastest time from harvest to delivery and for delivering product from a single source. Based on this example and after adding points for all other criteria we can see that Bid #2 has the highest total points and the contract would be awarded to Bid #2.

31. FINAL DETERMINATION AND AWARD

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

The District shall **not be obligated to accept the lowest priced proposal** but will be evaluating proposals with the intent of awarding to one or more distributors who provide a proposal for product and services that the evaluation team feels meets the needs of the students of the Vista Unified School District and not just the best cost for goods and services provided. The District reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the District. The District may take into account the performance of the Distributor with respect to any recent contract(s) with other school districts. The District, however, reserves the right to reject any one or all proposals, to waive any irregularity or informality in the 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 lowest responsible proposal MEETING ALL THE CRITERIA SPECIFIED IN THE PROPOSAL.

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

The awarding of the services contract, if at all, is at the sole discretion of the District. If contractual agreement cannot be reached with the apparent successful Distributor, the District may cancel the award and negotiate with the next highest ranked proposer. The District reserves the right to change the dates on any schedule stated herein, or attached without prior notice.

32. FOOD DEFENSE (NOT REQUIRED)

Bidder's distribution facility must be registered with the Food and Drug Administration and meet the requirements outlined in the public Health Security and Bioterrorism Preparedness and Response Act (Public law 107-188, Section 305) For further information visit the FDA's official site at <http://www.fda.gov/Food/GuidanceRegulation/FoodFacilityRegistration/default.htm>. Failure to register prior to the close of the bid shall result in the bidder's disqualification for contract award.

33. SAFETY AND SANITATION

Child Nutrition Services staff will only receive product that meets all food safety and sanitation requirements, therefore Child Nutrition Services staff may at any time:

- Inspect delivery vehicles for any signs of contamination.
- Check all expiration and best if used by dates.
- Use thermometers to check temperatures.
- Accept product only at acceptable temperatures.
- Reject unacceptable items
- Food safety paperwork
- Conduct random sampling of products

Vista requests for farms to agree to food safety standards. Third party certifications such as Harmonized GAP, Whole Foods, CCOF, etc. are acceptable as well as a food safety plan that is created by the farm and agreed upon by the district. An example of acceptable California Small Farm Food Safety Guidelines is available at https://www.cdfa.ca.gov/is/i_&c/sffsg.html.

34. HEALTH INSPECTION

The supplier must include a copy of the most recent Environmental Health Official Inspection Report of all operating facilities producing product for this bid with the bid package.

35. LIQUIDATION DAMAGES:

The District shall hold the successful bidder liable and responsible for all damages which may be sustained because of their failure to comply with any conditions herein. If the successful bidder 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 terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful bidder.

36. BIDDER CRITERIA FORM

The Bidder Criteria Form must be completed and submitted with the bid.

37. SUPPLIER QUESTIONNAIRE

The Supplier Questionnaire must be completed and submitted with the bid.

38. BIDDERS DISCLOSURE INFORMATION

All disclosure, certification and non-collusion forms and affidavits contained in this bid must be completed and submitted with the bid.

39. QUESTIONS PERTAINING TO BID

Bidders are encouraged to contact the District's Senior Buyer to pertinent questions or clarifications regarding the appropriate method of completing this bid:

Purchasing Department
Vista Unified School District
1234 Arcadia Ave, Vista, CA 92084 – (760) 726-2170, ext. 92642
Email: josematavilla@vistausd.org

GENERAL CONDITIONS:

1. INDEMNIFICATION

The Contractor shall maintain, or cause to be maintained, such insurances as will protect them and the District from claims under Worker's Compensating Acts, and such public liability insurance as will protect them and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under the contract, whether such operations be by themselves or by a subcontractor or anyone directly or indirectly employed by either of them.

The Contractor agrees to hold harmless, defend and to indemnify the District from every claim or demand which may be made by reason of:

- 1) Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with their work, however caused; and
- 2) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor or any other person, firm or corporation directly, or indirectly employed by them upon or in connection with their work, whether the said injury or damage occurs upon or adjacent to the work; the Contractor at their own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.
- 3) Contractor shall defend, indemnify, protect, and hold harmless Vista Unified School District and its agents, officers and employees from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements.

2. EXCUSE FOR NONPERFORMANCE – FORCE MAJEURE CLAUSE

The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the party not performing.

3. FINGERPRINT CLEARANCE (NOT REQUIRED)

Under Education Code Section 45125.1, Contractor and its subcontractors shall ensure that all employees working with the Vista Unified School District obtain fingerprint background clearance through the California Department of Justice screening process: Contractor and its subcontractors will not place any person at a school whom has a conviction of a serious or violent felony as defined in Education Code Section 44830.1(c)(1), or sex offense as defined in Education Code Section 44010 or controlled substance offense as defined by Education Code Section 44011.

4. PRODUCT QUALITY CONTROL

The District reserves the right to discontinue service of all or any portion of any contract resulting from this bid for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, 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 Processor's plant is located or by the applicable federal standards, whichever are higher.

5. PACKAGING

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged cases of packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

6. ASSIGNMENT

The Contractor shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

7. PREVAILING LAW

In the event of any conflict or ambiguity between a) the Instructions to Bidders, General Conditions, Specifications, Agreement, or any other document forming a part of this invitation for bids, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

8. ANTI-DISCRIMINATION

It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work.

USDA Nondiscrimination Statement

For all other FNS nutrition assistance programs, State or local agencies, and their sub-recipients, must post the following Nondiscrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, 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. This institution is an equal opportunity provider.

9. CERTIFICATION REGARDING SUSPENSION AND DEBARMENT, LOBBYING

Contractors who will perform more than \$100,000 in business with the District during the fiscal year must complete the **Suspension and Debarment Certification, U.S. Department of Agriculture** and **Certification Regarding Lobbying** (and, if applicable, **Disclosure of Lobbying Activities**) forms, included as a part of the bid package (see pages 27-32), prior to the signing of any contract. The District is prohibited from contracting with suppliers that are on the U.S. General Services Administration's Suspension and Debarment List. The Suspension and Debarment Certification is required to document that the supplier or any of its key employees have not been debarred, proposed for debarment, or suspended by a Federal Agency. Additionally, the District is required to obtain information from the Contractor regarding lobbying activities.

If the debarment/suspension occurs during the term of the contract, the District will not exercise its right to renew under the contract conditions.

10. GOVERNING LAW AND VENUE

In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

11. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall maintain during the life of the contract, Public Liability and Property Damage Insurance to protect them and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. The minimum amounts of such insurance shall be as follows:

General Liability Comprehensive Form + Products/Completed Operations	Bodily Injury and Property Damage Combined \$1,000,000.00
Auto Liability Comprehensive Form Owned, Non-owned, Hired	Bodily Injury and Property Damage Combined \$1,000,000.00

Failure to take out or maintain the required insurance and furnish acceptable evidence thereof may result in termination of this contract. Contractor will provide certificate of coverage naming District as additional insured.

12. CREDIT MEMOS

The Contractor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the District's Child Nutrition Services Accounting Department.

29. INVOICE AND BILLING PERIOD

The billing period shall begin on the first day of each week (Monday) and shall end on the last day of each week (Friday).

All original invoices shall include the following information:

1. Contractor's name, address, and telephone number
2. Contractor's invoice number and date
3. Designated line for District signature
4. Ship to address
5. Product description
6. Product quantity for each item ordered
7. Unit and extended price for each item on order
8. Total price of order/invoice

The Contractor will be paid in accordance with payment terms herein upon receipt of summary invoices for previous month's billing period. Deliveries for the last day of the billing period must be included on the summary invoice for that billing period. Separate summary invoices shall be rendered for each school, with the school number prefacing the name. For prompt payment, billing must be accurate in all details, and invoices must be submitted to:

Vista Unified School District
Child Nutrition Services Department
4680 North Ave, Oceanside, CA 92056

The summary invoices with the corresponding delivery documents attached must be received in the District Child Nutrition Services Accounting Department within five working days after the weekly billing period in order to facilitate payment.

30. MULTI YEAR EXTENSION

Pursuant to Education Code, Section 39644 and 81644, this bid may be extended for an additional two (2) years. The extension may be granted on a year by year basis provided that the following conditions are being met:

- a. The Director of Child Nutrition Services has deemed the products and services of the supplier satisfactory.
- b. The Supplier shall submit a list of the price increases for the next fiscal year (July 1st to June 30th) by the last business day in March (90 days prior).
- c. The percentage of price increase for products are at or below the consumer price increases for "**All Urban Consumers**" Database Series for the statistical area of "**US City Average**" from the category "SEFV- Food Away From Home" as listed on the Bureau of Labor Statistics (BLS) web site (<http://www.bls.gov/data/>). The Supplier may use the preceding twelve (12) months, March to February, or the preceding twelve (12) months April to March, depending on the most recent months listed on the web site two weeks prior to submittal of price increases. Supplier may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the Director of Child Nutrition Services.

The following documents must be resubmitted with each request for contract extension.

- d. Documents of Insurance Coverage, (General Conditions, Item #11)
- e. Current Health Inspection Report
- f. Disclosure of Lobbying Form
- g. Certification Regarding Lobbying Form
- h. Iran Contracting Act

AGREEMENT

THIS AGREEMENT, made and entered into this day_____ of _____, 2017, by and between the Vista Unified School District, San Diego County, California, hereinafter called the District, and hereinafter called the Contractor for the _____

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

1. THE CONTRACT DOCUMENTS: The complete contract consists of the following documents: The Notice to Bidders, the Information to Bidders, the Accepted Bid, the General Specifications, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. SERVICES, MATERIALS AND SUPPLIES: The contractor agrees to furnish the service or services, the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. Member districts shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective district. It is understood by the Contractor that all items or service will be promptly delivered to the District.

3. PAYMENTS. The contractor shall submit an itemized invoice in duplicate of materials and services at the delivery point and at the time the delivery is made. District shall pay contractor the full amount of each invoice within thirty (30) days of receipt. Contractor shall furnish District with a recap of items upon request.

4. TERMINATION FOR DEFAULT: If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

5. TERMINATION OF AGREEMENT WITHOUT CAUSE. DISTRICT may terminate this Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactory rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the DISTRICT

6. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION

THEREOF: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

7. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

8. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and Bond (if required). The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

9. SAVE HARMLESS CLAUSE: The Contractor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this contract.

10. THE DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District.

11. REMOVAL OF REJECTED ITEMS: All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

12. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to this Contract shall be excused from performance thereunder 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 also established that the nonperformance is not due in part to the fault or neglect of the party not performing.

13. ASSIGNMENT OF CONTRACT: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

14. ATTORNEYS' FEES: If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.

15. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, and OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District or its member districts.

16. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Specifications. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor. The contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

17. CONDITIONAL BID: The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

CONTRACTOR:

By _____

Title _____

Date: _____

(Corporate Seal)

DISTRICT:

Vista Unified School District

By Donna Caperton

Title: Assistant Superintendent Business Services

Date: _____

Governing Board Date _____

BIDDER CRITERIA FORM

The Vista Unified School District requires that the successful bidder meet the following minimum requirements:

- In business for minimum of 3 years
- Must maintain a warehouse/distribution center/farm within a 100-mile radius of the delivery points of the District
- Have three current references, school districts preferred but not mandatory.

Please provide three current school district or company references:

A. School District or Company _____

Address: _____

Contact Person: _____

Telephone Number: _____

Number of Deliveries per year: _____

B. School District or Company: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Number of Deliveries per year: _____

C. School District or Company: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Number of Deliveries per year: _____

Name of Preparer:

Signature of Preparer

Title:

Date

By signing this form, you are verifying that your company meets the requirements stated above

SUPPLIER QUESTIONNAIRE

Please complete this qualifying criteria questionnaire and submit with your proposal (may attach additional sheets if necessary)

- 1. How do you plan to work with the District to set up a delivery schedule?**

- 2. How many deliveries per week will you provide?**

- 3. How many delivery trucks do you have? How many lift gates?**

- 4. What is your procedure for notifying customers of shortages and /or substitutions?**

- 5. What is your procedure for notifying customers of a product recall?**

SUPPLIER QUESTIONNAIRE

Page 2

- 6. What procedures do have in place to fill emergency orders?**

- 7. Has your firm backed out of distribution contract to a school district(s) mid-year within the last 18 months? If so, please explain.**

- 8. Has your firm been replaced at the will of the district(s) during the last 18 months for a lack of execution? If so, please explain.**

Vista Unified School District

**CERTIFICATIONS TO BE
SUBMITTED WITH
AGREEMENT**

EQUAL OPPORTUNITY EMPLOYMENT ACT OF 1975

The Vista Unified School District policy is in firm support of the provisions of the Equal Opportunity Act of 1975. We, therefore, must be assured by the successful contractor in this quotation that he is an equal opportunity employer according to the provision of the act. We, therefore, require the following certification by each successful bidder as a part of the contract documents:

CERTIFICATE

I/We hereby certify that the _____

_____(Company)

is an equal opportunity employer as defined in the Equal Opportunity Act of 1975.

Upon request by the Superintendent or the Superintendent's Designee of the Vista Unified School District, we will show proof that our employment practices do meet in every respect the requirements of the Equal Opportunity Act of 1975.

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by 1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and 2) potential or existing contractors/suppliers as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

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

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

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

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

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:
OR		
Name of Food Service Management or Food Service Consulting Company: (Supplier)		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

California Department of Education
 Programs Unit
 Child Nutrition and Food Distribution Division
 April 1998
 Approved by OMB 0348-046

School Nutrition

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	2. Status of Federal Action: <input type="checkbox"/> Bid/offer/application <input type="checkbox"/> Initial award <input type="checkbox"/> Post-award	Report Type: <input type="checkbox"/> Initial filing <input type="checkbox"/> Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime _____ Sub awardee Tier _____, if known Congressional District, if known:	5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply): \$_____ actual planned	12. Type of Payment (check all that apply): <input type="checkbox"/> Retainer <input type="checkbox"/> One-time fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other; specify: _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> Cash <input type="checkbox"/> In-kind; specify: <input type="checkbox"/> Nature _____ <input type="checkbox"/> Value _____	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: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)	

15. Continuation Sheet(s) SF-LLL-A attached: Yes No	
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.	Signature: _____ Print Name: _____ Title: _____ Telephone No: (_____) _____ Date: _____
Federal Use Only:	Authorized for local reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee 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 sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Sub awardee," 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

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

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of School Food Authority_____
Agreement NumberPotential **Supplier** or Existing Contractor (Lower Tier Participant):_____
Company Name_____
Address_____
Printed Name_____
Title_____
Signature_____
Date

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a supplier/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 enters into or renews, a contract for goods and services.

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

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

**CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE**

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

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

- 1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- 2) Establishing a drug-free awareness program to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace;
 - b) The person's or organization's policy of maintaining a drug-free workplace;
 - c) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations;
- 3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

DATE: _____

CONTRACTOR

By: _____
Signature

**CONTRACTOR'S CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

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

DATE: _____

CONTRACTOR

By: _____
Signature

Contractor's Certificate Regarding Worker's Compensation

(To be Executed by Supplier and Submitted with Bid)

Labor Code section 3700 in relevant part provides:

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

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

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

Signature of Authorized Representative

Type Name of Above

Title of Authorized Representative

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

Environmental Health Official Inspection Report

Include the most recent Environmental Health Official Inspection Report as per item #28 in the Instruction to Bidders.

Vista Child Nutrition Service initial Products & Estimated Usage/Price list

Description	Pack Size	Est. Quantities	Bid Price	ID / Product Code #	Extended Cost
ASPARAGUS	LB	1,200			0
AVOCADOS	LB	5,000			0
BELL PEPPERS	EA	2,600			0
BIB BUTTER LETTUCE WITH ROOTS	LB	4,000			0
BLACKBERRIES	LB	1,000			0
BLUEBERRIES	LB	5,000			0
BOK CHOY	LB	1,000			0
CAULIFLOWER	LB	800			0
CUCUMBER -MD SIZE	EA	26,625			0
CUCUMBERS, PERSIAN	LB	5,000			0
GREEN BEANS	LB	1,000			0
GREEN ONIONS	BUNCH	420			0
GREEN ROMAINE	EA	16,000			0
GUAVAS	LB	1,000			0
KUMQUATS	LB	1,000			0
LIMES	EA	2,000			0
ORANGES BLOOD	LB	1,000			0
ORANGES, NAVAL	LB	13,000			0
ORANGES, VALENCIA	LB	13,000			0
PERSIMMONS, FUYU	LB	2,500			0
POMEGRANATE	LB	1,000			0
RED ROMAINE	LB	5,000			0
SALANOVA-GREEN	LB	5,000			0
STRAWBERRIES	LB	8,000			0
TANGERINES	LB	10,000			0

TOMATOES, CHERRY	LB	4,750			0
TOMATOES, ROMA	LB	6,200			0
				TOTAL COST	0

Evaluation Criteria Form

Available Points	# on bid form	Criteria	Response/Notes
20 (factor of 5 pts for highest bid, middle bid and lowest bid)	1	Price	
10	2	Time from Harvest to Delivery (in hours)	
15	3	Number of farm(s) where product ships from	
2	4	Describe type of Packaging & labeling used to identify product	
3	5	References from the most recent 3 years (as per pages 22-23)	
20	6	Exact location where product is Harvested (Address)	
5	7	Is product harvested within 250 miles of VUSD (4680 North Avenue Oceanside, CA 92056)?	
5	8	Is product harvested in CA?	
5	9	Stickers on product?	
5	10	Reusable packing materials used? Describe	
5	11	Able to provide educational school visits?	
5	12	Able to provide field trip/farm visits to students?	
100		Total Points*	