



San Juan Unified School District
Business Support Services
5133 Engle Road, Carmichael, California 95608
P.O. Box 477, Carmichael, California 95609-0477
Telephone (916) 971-5340; FAX (916) 971-7749

Kent Kern, Superintendent of Schools

RFP 19-136 Distribution of Processed USDA Foods and Commercial Food Products

Proposals must be submitted by
April 18, 2019

SUBMIT RESPONSE TO

San Juan Unified School District Business Support Services
5133 Engle Road
Carmichael, CA 95608



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Notice to Responders

NOTICE IS HEREBY GIVEN that SAN JUAN UNIFIED SCHOOL DISTRICT, acting by and through its Board of Education, hereinafter referred to as the District will receive up to, but no later than April 18, 2019 11:00 AM, sealed RFPs from qualified Responders for the award of contracts for the following:

RFP 19-136: Distribution of Processed USDA Foods and Commercial Food Products

All questions regarding this RFP are due on or before April 3, 2019 at 4:00 pm via email to: laura.fry@sanjuan.edu with the subject line of "RFP 19-136 Questions". Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on our website on or before April 8, 2019 4:00 pm. It is the responsibility of the prospective responder (referred to herein as "Responder") to check the website San Juan Unified School District for updates or addenda.

RFPs are due at the Purchasing Office for time and date stamping on or before 11:00 am on April 18, 2019. One original, two hard copies and one digital copy (flash drive preferred) of the RFP must be submitted in a sealed envelope, clearly marked **RFP 19-136 to San Juan Unified School District, Business Support Services, 5133 Engle Road Carmichael, CA 95608**. Please allow at least 2 days for delivery of USPS Priority and Express Mail. All RFPs must be received and time and date stamped in the Purchasing Office by the above due date and time. Sole responsibility rests with the Responder to see that their RFPs are received on time at the stated location. Any RFPs received after due date and time will be returned unopened to the Responder. No exceptions will be allowed. Faxed or emailed RFPs will not accepted.

All proposals must conform and be responsive to this RFP, and all necessary documents must be enclosed.

Subject to applicable laws, San Juan Unified School District reserves the right to reject any and all RFPs, to waive any informalities or irregularities therein, and to accept the proposal in whole, or portions of the proposal that, in the opinion of the District, is in the best interest of the San Juan Unified School District.

No Responder may withdraw their RFP for a period of ninety (90) days after the date set for the opening.

San Juan Unified School District reserves the right, in its sole discretion and subject to applicable laws, to determine the criteria and process whereby proposals are evaluated and awarded.



Information to Responders

Requirements

One (1) original, two (2) copies and one digital copy (flash drive preferred) of the Proposal must be mailed or delivered in a sealed envelope to the below stated address and identified as **RFP 19-136 Distribution of Processed USDA Foods and Commercial Food Products**; in the bottom left-hand corner of the envelope. The word **“ORIGINAL”** shall be plainly stated on the original Proposal document.

It is not necessary to submit each proposal in a separate envelope. All copies of the RFPs may be submitted in one packet. The cost of preparing and submitting a proposal is the sole responsibility of the Responder and shall not be chargeable in any manner to the District. The contents of any proposal shall not be disclosed or made available to competing entities during the evaluation process.

Proposal documents must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite by the person or persons signing the proposal. Responsibility for errors or omissions on the part of Responder will not be assumed by the District.

RFPs must be received in the San Juan Unified School District, Business Support Services, 5133 Engle Road Carmichael, CA 95608 no later than April 18, 2019, 11:00 am PACIFIC STANDARD TIME. E-mailed or faxed RFPs will not be accepted.

See “Special Conditions and Instructions” for submission checklist.

The District intends to award one Agreement for the Scope of Services (“Agreement” or “Contract”) to the most qualified responder.

Term

The period of the Contract shall be from July 1, 2019 through June 30, 2020 inclusive, per the “Terms/Extension” paragraph of the Terms and Conditions.

Schedule of Events

March 18, 2019	RFP Released
April 3, 2019	Deadline to Receive Questions
April 8, 2019	Questions & Answers Released
April 18, 2019	RFP Responses Due
July 1, 2019	Anticipated Start Date

District Information

The San Juan Unified School District Nutrition Services operates the National School Lunch Program (NSLP) and School Breakfast Program (SBP) at 67 schools. It serves approximately

16,200 lunches and 6,500 breakfast each school day. The district's summer program feeds approximately 10,000 meals throughout the summer. The district follows a traditional school year calendar and uses a 6-week cycle menu at elementary schools and 1-week cycle menu at middle and high schools. Visit <https://nutrition.sanjuan.edu> for more information about the Nutrition Services Department.

Quantity and Quality of Materials and Services

The successful Responder(s) shall furnish and deliver the quantities designated by the contract documents. All materials, supplies or services furnished under the contract shall be in accordance with the District specifications, the District sample, or the sample furnished by the Responder(s) and accepted by the District. Materials or supplies which, in the opinion of the District, are not in accordance and conformity with the District's specifications, shall be rejected and removed from the District's premises at the Responder('s)/(s') expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the specifications or RFP sample, the cost of such test shall be paid by the Responder(s). In the RFP, the Responder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and of all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., (UL) and bear the UL label.

No Minimum or Maximum Quantities, Order Charges, or Limitations upon Number of worksheet Orders

The estimated usage quantities listed on the Price Worksheet are for the purposes of forecasting and not to be considered a promise to purchase. The District does not guarantee orders in the estimated usage amounts nor shall orders be limited to these specific figures. This is an indefinite-quantity RFP, however the quantities listed are a good faith estimate. Responders shall not specify minimum or maximum quantities or charges for order types, unless specifically allowed on the RFP form. Unlimited orders within the term of the contract shall be allowed to the District at prices quoted.

The provisions of the contract shall in no way prohibit the District from making an incidental purchase from another supplier for the same services listed herein.

Delivery/Freight on Board (FOB) Destination Pricing

Responders must quote prices FOB Destination to the delivery location designated by the San Juan Unified School District for all transactions under this agreement. The District will not pay shipping and handling charges, nor shall the District pay for any fuel surcharges. If the material is not received with the time specified for delivery, it will be received at the discretion of the District. Should it be necessary to refuse delivery of any material contained in the RFP document, the Responder shall be responsible for all associated costs.

RFP Acceptance

Proposals that are incomplete, not properly endorsed, do not follow the requested format, or otherwise are contrary to the guidelines of this RFP may be rejected as non-responsive. To be considered responsive the RFP responses must meet state and federal National School Lunch and School Breakfast Program guidelines.

RFP Acceptance or Rejection

This RFP does not commit the San Juan Unified School District to award a contract, to pay any cost incurred in the preparation of this RFP, or to procure contract for services or supplies. The District reserves the right to accept or reject any or all RFPs received in response to this request, to negotiate terms that will be in the best interest of the district, or cancel in whole or in part this RFP. All submitted RFPs and information included therein shall become public records upon delivery to the San Juan Unified School District. All firms submitting a RFP should note that the execution of any contract would be contingent upon governing Board Approval.

Board Contact

No business entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the RFP process of any project on which the business entity intends to or has submitted a RFP. Any responder violating this policy shall be deemed disqualified from the RFP. Should such contact come to light after the RFP is awarded and the entity was deemed the successful Responder, the board reserves the right to cancel any contract awarded, in which case, the responder shall be liable for any damage incurred by the district. The board shall exercise its best judgment for the benefit of the district in making a decision whether to proceed or not, depending on all of the facts and circumstances.

Governing Law and Venue

In the event of litigation, the RFP documents 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 Sacramento county.

RFP Protest

The District will follow its RFP protest process for purposes of this RFP. Any Responder may file a protest against the award of the Contract to any other Responder. The protest must be in writing, filed within five (5) working days after receipt of notification of the contract award. The Responder shall submit all documents supporting or justifying the protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Further, the failure to comply with these protest requirements will constitute a waiver of the right to challenge and forever bar the Responder from challenging, whether before the District or any administrative or judicial tribunal, any particular RFP(s), the RFP process or any ground not set forth in the protest. The District shall review the documents submitted with the Responder's claims and render a decision in writing within 30 working days.



Patents, Etc.

The Responder shall hold the San Juan Unified School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this RFP.

Cancellation for Insufficient or Non-Appropriated Funds or USDA Food Products

The responder hereby agrees and acknowledges that monies utilized by the District to purchase the items in the RFP is public money appropriated by the United States Department of Agriculture (USDA) and State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds and/or lack of availability of USDA Foods products.

Scope of Services

Contract Type

The district intends to award one contract for this RFP.

Award Criteria

During the evaluation period, the District reserves the right to conduct telephone or email conversations with a Responder to clarify proposals and ask questions.

The order of appearance is not intended to indicate relevance of importance, which is identified below. The District intends to award one contract for the Scope of Services to the responsive Responder whose proposal is most advantageous to the program, with price and other factors considered. Once a responder has been found responsive to the RFP requirements, a determination of award will be made based on the following considerations.

Following the receipt of Proposals, Responders shall be ranked based on the following criteria:

Evaluation Criteria	Maximum Points
Experience, Competence, Responsive	20
Customer References	10
Responsibility and Business Sustainability	10
Food Safety - HACCP Plan and Plant Security	10
Price	50
Total Points Possible	100

Each Proposal will be evaluated based on criteria and priorities defined by the District, with specific attention to those features, functional and technical aspects noted for each section. The District's evaluation panel will award the contract based on the prospective responder submission that best meets the needs of the District with regard to the RFP specifications contained herein. Presentations/Interviews (if needed) may be requested by the evaluation panel. Responders are advised that award may be made without interviews or further discussion.

If presentations/interviews are needed, responder will receive notification to interview with evaluation panel.

A responder must be able to deliver the items within the required delivery date in order to be declared responsive to this RFP. The District reserves the right to make no award at all, reserves

the right to reject any and all RFPs and to waive any irregularity or discrepancy associated with this RFP.

Unsolicited services or incentives offered as part of the Proposal response will NOT be evaluated or considered in the award process.

Super Co-op Approved Distributor Memorandum of Understanding

San Juan Unified School District is a Member District of the Super Co-Op, A California USDA Foods Cooperative. Successful responders under this Proposal must complete a Memorandum of Understanding (MOU) for Distribution Services for Delivery of USDA Foods End Products for Super Co-Op Member Districts in the State of California. The responder agrees to fulfill all provisions of that MOU, including but not limited to prompt USDA Foods end product sales reporting; maintain records of inventory, sales, and delivery; clearly state Value Pass Through on delivery invoice; and hold/recall responsibilities.

Responder agrees to report sales of USDA Foods end products on behalf of the processor on a daily basis to the manufacturer's reporting agency (i.e. Processor Link, K-12 Foodservice, etc.) Prompt reporting is imperative to ensure proper draw down of Member District entitlement balance. Responder is responsible for all costs for transmitting daily sales updates. Value Pass Through method and amounts shall be clearly indicated on all invoices for USDA Foods end products.

Transfer of Title

Per 7 *CFR*, Section 250.11(e), title of end products containing USDA Foods Transfers to the District upon delivery and acceptance by the Vendor. The responder will reimburse the District at the Fair Market Value price for any lost products.

Agreement between Processors and Distributors

Per 7 *CFR*, Section 250.30(i), the responder shall have a written agreement with processors providing end products containing USDA Foods. The agreement, at minimum, must reference:

1. Financial liability (who must pay for food loss) for the replacement value of USDA Foods.
2. Monthly end product sales reporting frequency (at least monthly)
3. Requirements listed under 7 *CFR*, Section 250.11 (delivery and receipt of shipment requirements)
4. The applicable value pass through system to ensure that the value of donated foods and finished end products are properly credited to the District

Storage and Production Facility Sanitation Requirements

The District has pest control procedures in place at all of its food storage and production facilities. In order not to compromise these procedures, any product delivered under this contract must have an audit trail that clearly demonstrates appropriate handling and storage practices. This will include providing proof of established sanitation procedures and an active pest control program to assure proper sanitary conditions exist upon request.

Should the Responder change physical locations in which the product to be provided to the District is produced and/or stored, the Responder shall notify the Nutrition Services Department prior to such move. The plant facilities of the successful Responder shall be accessible at all times of normal operation to inspect by a representative of Nutrition Services.

Responder's distribution facility must be registered with the Food and Drug Administration and meet the requirements of the Food Safety Modernization Act (FSMA). Failure to register prior to the close of the proposal may result in the Responders proposal to be deemed unresponsive.

All products shall be produced and handled in accordance with applicable sanitary practices. Manufacturing and processing plants shall meet the standards of sanitation as determined by the federal, state, county, and city laws, as applicable.

All products must conform to the provisions set forth in the federal, state, county and city laws for the production, handling, processing, marketing, and labeling of products.

Warranty of Quality

The responder, manufacturer, or this assigned agent shall guarantee the food products against all defects.

- (a) Cases and packaging shall be constructed to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement at no cost to the District.
- (b) All product delivered shall be delivered in fresh form, with adequate shelf life, no less than six (6) weeks from the expiration date.
- (c) The District reserves the right to discontinue service of any or all portion of any contract resulting from this RFP 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 responder in default.

Experience

Responders are advised that the District reserves the right to reject a proposal from a Responder that cannot demonstrate the ability to provide the necessary products and services required under this agreement.

Responders may be required to verify that they have been in the business called for in this RFP for at least twelve (12) months. Service is a factor in the award of this contract.

A responder's recent delivery and performance under any previous or existing contract will be examined. Poor performance or references of current or past customers may be used on the evaluation for any section or item in this quote. Responders, therefore, release the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the District regarding the Responder or the Responder's performance of work.

Service Expectations

Below are the details of the service expectations from the successful Responder upon receiving the award for this RFP. Successful Responder must understand and agree to the following levels of service if they are to enter into an agreement with San Juan Unified School District. It is very important that the Responder understands that the District's RFP19-136: Food Distribution not only includes the purchase of products, but includes service/delivery expectations that must be agreed to prior to entering into this agreement.

1. Failure to meet specifications outlined in this RFP shall entitle the district to cancel the contract as outlined in the Termination of Contracts/Purchase Orders section of this RFP.
2. The District reserves the right to add or delete product; and add or delete delivery locations. The District will notify the Responder 10 days prior to making a change.
3. In the event deliveries are not made, which results in loss of reimbursement funds for the District's meal programs, upon satisfactory agreement between the awarded Responder and the District, the District will deduct the total lost reimbursement from the Responder's current invoices.

Special Conditions and Instructions

RFP 19-136 Submission Checklist

This checklist is provided as a convenience to assist responders in ensuring that a complete RFP package is returned. It is not represented as being comprehensive and compliance therewith does not relieve the responder of responsibility for compliance with any RFP requirement which may not be mentioned specifically in this checklist. Completed original documents are required; fax or email documents will not be accepted, unless specified.

The Responder must provide the following in their RFP package. Failure to submit these documents may deem your RFP non-responsive.

Check ✓	Item
	1. Proposal Worksheet Return completed hard copy.
	2. Price Worksheet Return completed Excel spreadsheet in Excel format on data storage device (flash drive preferred).
	2. RFP Form Return completed hard copy.
	3. Fingerprint Certification Return completed hard copy.
	4. References Return completed hard copy.
	5. Customer List Submit list of customers using proposed products.
	6. Non-Collusion Declaration Return completed hard copy.
	7. Statement of Non-Conflict of Interest Return completed hard copy.
	8. Suspension and Debarment Certification of U.S. Department of Agriculture Return completed hard copy.
	9. Certification Regarding Lobbying Return completed hard copy.
	10. Disclosure of Lobbying Activities Return completed hard copy.
	11. Iran Contracting Act Certification Return completed hard copy.
	12. Equal Opportunity Employment Return completed hard copy.
	13. Responders Certificate Regarding Drug-Free Workplace Return completed hard copy.



	14. Responder’s Certification Regarding Worker’s Compensation Return completed hard copy.
	15. Clean Air and Water Certification Return completed hard copy.
	Storage and Production Facility Safety & Sanitation Requirements: Proof of Established Sanitation Procedure & Active Pest Control Program
	16. Insurance acknowledgment
	17. Addendum 18. Return any addendum released, following instructions on each document.
	One (1) original, two (2) copies and one digital copy (flash drive preferred) of the Proposal must be mailed or delivered in a sealed envelope to the abovestated address and identified as RFP 19-136 Distribution of Processed USDA Foods and Commercial Food Products. The word “ORIGINAL” shall be plainly stated on the original Proposal document.

References

Responders must submit a minimum of three references for school districts of similar size. The references must be current school district customers who receive the product(s) listed in this RFP. Responders, therefore, releases the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the District regarding the Responders or the Responder’s performance of work. Submit references on the Reference form provided in this RFP.

Customer List

Responders are required to submit a Customer List listing all of their current school district customers who currently receive the product(s) listed in this RFP. The Customer List shall include:

1. Customer District Name
2. Food Service Director’s Name and Phone Number
3. Approximate District Student Enrollment
4. Product(s) Provided

Buy American Provision

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to purchase domestic commodities or products as required by 7 CFR Part 210.21(d). The term “domestic commodity or product” means:

- An agricultural commodity that is produced in the United States; and
- A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to the San Juan Unified School District Director of Nutrition Services, a minimum of thirty (30) days in advance of delivery. The request must include the alternative substitute(s) that are domestic and meet the required specifications:

1. Price of the domestic food alternative substitute(s);
2. Availability of the domestic alternative substitute(s) in relation to the quantity ordered;
3. Reason for exception: limited/lack of availability or price (include price);
4. Price of the domestic food product; and
5. Price of the non-domestic product that meets the required specification of the domestic product.

By submitting and signing the proposal, the Responder acknowledges and certifies that the company complies with the Buy American Provision and that the food delivered meets the requirements of the provision. For these purposes, substantially means over 51% of the processed food is from U.S. produced products. If the Responder is unable to certify compliance with the Buy American Provision, the responder shall state this in the response and provide an explanation as to why the company cannot certify compliance.

Billing

Invoices

Invoices shall be left at Nutrition Services Warehouse at the time of the delivery. Quantities, item descriptions, unit prices, date, order number, Purchase Order (PO) number, location of delivery, and delivery address must be on all invoices. The person receiving shall sign all invoices.

Statements

The successful Responder shall submit monthly statements indicating unpaid invoices. The statements must include:

1. Invoice Date
2. Invoice Number
3. Location of Delivery
4. Product Description
5. Product Quantity
6. Unit and aggregate price of the end product and other processing service
7. Method that will be used for end product sales and assurance that creating for USDA foods will be completed
8. Values of USDA Foods in the end product
9. Purchase Order (PO) with the PO line number provided by the district

Credit Memos

Credit memos will be issued for: products that do not meet District standards, items not received, pricing discrepancies, and incorrect tax rates.

The responder shall issue credits for products that do not meet the District standards such as:

- Product quality
- Food safety
- Sanitation
- Specifications set forth in this RFP

Usage Reports

The successful Responder shall provide a computer-generated sales report by item for the quarters ending in October, April, and July by email to NSAccounting@sanjuan.edu. This report must include items purchased and aggregate quantities, year-to-date purchase quantities per item, and extended totals for the district as a whole. Reports must be received by SJUSD within 15 business days of the end of each quarter.

Invoices and usage reports must be submitted to:

San Juan Unified School District Nutrition Services
Attn: Accounting
P.O. Box 477
Carmichael, CA 95609

Requests Outside of the Nutrition Services Department

The Responder is prohibited from selling or providing items to San Juan Unified School District schools outside of this agreement without the written consent of the Nutrition Services Department. The Nutrition Services Department will evaluate requests based upon nutritional content to ensure compliance with United States Department of Agriculture (USDA) and California Department of Education (CDE) guidelines.

Responder shall charge the same price as agreed upon in this RFP. Responder must provide separate billing for all special school orders (such as classroom parties) outside of the Nutrition Services Department.

Delivery

1. Deliveries shall be required at the following locations, times, and frequencies. Delivery Location: Nutrition Services Warehouse, 5133 Engle Road, Carmichael CA 95608.
2. Number of Deliveries Per Week: 2
3. Preferred Delivery Days: Monday and Thursday
4. Preferred Delivery Time: 7:30 a.m. If delivery requires two or more trucks, trucks must arrive within the same time frame.
5. No minimum delivery requirements.
6. Products must be delivered in containers that are clean and in clean refrigerated vehicles.
7. When delivering to the Nutrition Services Warehouse, the responder must call the

Nutrition Services Warehouse Receiving Department at 916-971-7342 a minimum of twenty-four (24) hours in advance to arrange delivery date and time. Warehouse receiving hours are 7:30 a.m. – 1:00 p.m. Back-up phone numbers for contact: 916-971-7331 Keith Ansbro, Inventory Control Technician; 916-971-7336 Joe Toledo, Warehouse Supervisor.

8. Upon award of RFP, responder shall keep sufficient stocks of products and service materials to insure prompt delivery and service schedules.

Product Pricing

The District intends to award one Agreement for the Scope of Services, as detailed in Scope Section of this RFP, to the most qualified proposer. Responder must submit an RFP on all items to be considered responsive. Responders must quote prices FOB Destination to the delivery location designated by the San Juan Unified School District for all transactions.

Pricing for distribution shall be offered in two categories: (1) Processed USDA Foods end products and commercial equivalents, and (2) additional commercial food products (frozen and groceries).

(a) Processed USDA Foods End Products and Commercial Equivalents: Responders shall utilize manufacturer pricing for USDA Foods end products from the following solicitation documents released and awarded by the Santa Clarita Valley School Food Services Agency:

RFP No. 1902 for Processed USDA Foods Products and Commercial Equivalents (Price Catalog) For Super Co-Op Member Districts, released January 15, 2019, and awarded March 28, 2019. Results of RFP No. 1902 can be found at www.super-coop.org by selecting “RFP 2019-20.” Documents may also be requested via email to NSPurchasing@sanjuan.edu.

For RFP No. 1902, new products and price decreases will be considered mid-year using an Amendment, published in approximately December 2019 for manufacturer pricing January 1 – June 30, 2020. Successful responders on this Proposal should be aware of this and are responsible to locate the results of the amendment and offer such pricing to the District as part of this Proposal.

Quote a per case delivered cost for all items listed on the Price Worksheet. Provide prices for the items only as specified on the Price Worksheet. Equal products may be offered that meet the same specifications as those listed. Responders may add equivalent products to the “Equivalent Products” section on the Price Worksheet. The District shall be the sole judge to determine if the equivalent products meets or exceeds product specifications. Responder may be required to provide a sample of the product(s).

(b) Commercial Food Products – Frozen and Groceries: Additional commercial food products – frozen and groceries - should be quoted as specified on the Price Worksheet. Quote a per case delivered cost for all items listed.



(c) Additional Items: Additional items may be added to this Proposal, not to exceed 20% of the value of the award. The District shall contact the successful responder for pricing on additional items to be added to the Proposal award at any time during the RFP period.

Proposal Worksheet

San Juan Unified School District

RFP 19-136

Company Name: _____

No proposals shall receive consideration by San Juan Unified School District unless they include responses to each and every question below. Prospective responders should respond in detail to each of the following questions. Additional pages may be used as needed for thorough, yet concise, responses.

Please complete this questionnaire and submit with your proposal. Attach additional sheets if needed. (Evaluation criteria: A = Price, B = Customer Service and References, C = Experience and Competence, D = Responsibility and Business Sustainability, E = Food Safety)

1. Please quote the price per unit for extended storage. (A)

Frozen:	\$_____ per case Effective after _____ days of storage
Refrigerated:	\$_____ per case Effective after _____ days of storage
Dry/Grocery:	\$_____ per case Effective after _____ days of storage

2. Describe in detail explain the pricing methodology for products not listed on the Super Co-Op agreement (commercial products). For example, manufacturer invoice cost + % markup. (A)

3. Outline any discount terms or payment options available. (A)

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

5. List additional charges and/or discounts: (A)

6. Do you require a minimum number of cases, pounds, or value for deliveries? (A)
Check: Yes ____ or No ____

If YES please state your minimum delivery amounts (dollar amount, case quantity, etc.)

7. Is your company willing to accept the award as a backup distributor when offered? (A)
Check: Yes _____ or No _____

8. Will you be able to meet the specified delivery days, hours, and deliveries per week? (B)
Check: Yes ____ or No ____
If NO, attach proposed delivery schedule.

9. What is your company's average "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)

10. What is the lead time you require for orders that ensures a 99.5% fill rate? (B)

11. Do you have on-line ordering? (B)

12. Do you have an online system for ordering and tracking USDA Foods? Please explain in detail and be prepared to demonstrate. (B)

13. How will emergency deliveries (deliveries not on a scheduled date) be handled? (B)

14. 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)

15. What is your procedure for notifying customers of shortages and /or substitutions? (B)

16. What is your procedure for notifying customers of a product recall? (B)

17. Describe your process for handling product issues and customer complaints. (B)

18. Will you provide a dedicated customer service representative to oversee the SJUSD account? (B)

19. 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)

20. 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 preventive maintenance program. (C)



21. Will combination refrigerated/freezer trucks be used to deliver frozen and refrigerated items at the same time? Check: Yes _____ or No _____
22. Describe your USDA Foods tracking and reporting abilities in detail. (C)
23. Describe the Value Pass Through methods do you utilize for processed USDA Foods? (C)
Rebate:
Fee for Service:
Modified Fee for Service:
Net Off Invoice:
Other-please list: _____
24. What is your procedure to bring in new products for the District? (C)
25. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability? (D)
26. Has your company backed out of a distribution contract to a school district(s) mid-year within the last 2 years? If so, please explain. (D)
27. Has your firm defaulted or been replaced at the will of a district during the school year within the last 2 years? If so, explain. (D)
28. Is your storage facility approved by the California Department of Education Food Distribution Division to receive, store, handle, and distribute Processed USDA Foods? (F)
Check: Yes _____ or No _____
29. Briefly describe your food safety - HACCP plan and provisions for plant/delivery security. (F)



San Juan
Unified School District

By signing this, I certify that I am an authorized representative of the responder (or individual) and that information contained in this proposal is accurate, true, and binding upon the responder.

Company Name: _____

Signature of Company Official: _____

Name of Signer: _____

Title of Signer: _____

Date: _____

Terms and Conditions

Compliance with Laws

This contract shall be in accordance with the laws in the state of California. The Responder shall comply with the current federal, state, local and other laws relative thereto.

Insurance Requirements & Indemnity

Responder shall be an independent responder and not an agent or employee of District under this Agreement. Responder shall be responsible for any damage, loss, or other claim arising out of the performance of its services, or goods provided. Prior to commencement of services and goods provided and during the life of this Agreement, Responder shall provide the District with a current certificate or policy evidencing its general liability insurance coverage, to include motor vehicle insurance, in a sum not less than \$2,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured with endorsement. Responder shall provide evidence of coverage upon execution of this Agreement.

Responder agrees to defend, indemnify and hold harmless the District and its directors, agents, employees and guests against any claim or demand arising from any actual or alleged act, error or omission by Responder or by any person, firm or corporation employed directly or indirectly by Responder or by any of the individuals participating in or associated with Responder, however caused; and any claim or demand arising from any actual or alleged act by any person, firm or corporation, caused by any act, neglect, default or omission, of Responder, or of any person, firm, or corporation directly or indirectly employed by Responder upon or in connection with this Agreement, or any other persons/parties performing services arising out of or in the course of the term of this Agreement, and Responder at his/her own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings that may be instituted against the District for any such claim or demand, and fully and completely pay or satisfy any judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

Nothing herein provided shall be construed to require the Responder to hold harmless or indemnify the District for liability or damages resulting from the sole negligence or willful act or omission of the District or its officers, agents, or employees.

Responder is not an employee of the District and District shall not indemnify Responder in any such claim. Responder shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Responder to account for all of the above and Responder agrees to hold District harmless from all liability for these taxes.

Fingerprinting

Education Code section 45125.1 applies to this Agreement. Responder will certify that, pursuant to Education Code Section 45125.1, Responder will have conducted the required criminal background check of all its employees who may have contact with District pupils or unsupervised access to any District campus and shall certify that none of those employees have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, the Responder will so certify by signing and submitting to the Governing Board of District the certification form attached

Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the responder shall constitute grounds for termination of this Agreement.

Attorney Fees

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

Term/Extension

Pursuant to Education Code, Sections 17596, it is the intent of the District to award a multi-term contract. If this is a multi-term contract and assuming funds are appropriated to support continuation of services for succeeding fiscal periods, the original contract may be renewed annually for a total time of contract not to exceed three (3) consecutive fiscal years. Fiscal year is July 1 – June 30.

Default Remedies

The delivery of defective products, or the breach of any other term or provision of this Contract by responder, shall constitute a "Default" of responder hereunder. Responder shall have seven (7) days after delivery of notice of any Default from the District to cure any such Default, other than a Default relating to the delivery of defective products. No cure period shall be provided responder with respect to any Default relating to the delivery of defective products. If responder fails to cure the Default within the aforementioned cure period (or the Default relates to the delivery of defective products for which no cure period applies), the District may, without prejudice to any other right or remedy of the District, elect to terminate this Contract by delivery of a written termination notice to responder. Immediately upon the delivery of such termination notice, this Contract shall be terminated and all rights and obligations of the parties hereunder, except those that expressly survive the termination of this Contract, shall terminate and be of no further force or effect. In addition to the right to terminate the Contract pursuant in the preceding sentence, the District may pursue any other right or remedy that may be available to it at law or in equity, which may include an action for damages measured by all additional costs and expenses incurred by the District to procure food products from other sources for the remaining term of this Contract

(including, without limitation, the difference between the price charged by such other sources for the food products and the price that would have been charged for the same or similar food products hereunder).

Termination for Cause/Default

When any responder shall fail to deliver any article or service or shall deliver any article or service which does not conform to the District's specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said responder, either in whole or in part, and make and enter into a new contract for the same items or service in such manner as seems to the Governing Board to be to the best advantage of the San Juan Unified School District. Any failure for furnishing such articles or services by reason of the failure of the responder, as above stated, shall be a liability against such responder. The Governing Board reserves the right to cancel any articles or services which the successful respondent may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the responder provided satisfactory proof is furnished to the Governing Board, if requested. The successful respondent shall notify the District immediately in writing as soon as it discovers or determines that it will not be able to meet any article or service required by the District or any article or service required to be provided by the terms of its contract. In the event the District terminates any order in whole or in part, for responder default reasons outlined above, it may procure supplies or services similar to those so terminated from other sources, and the responder shall be liable to the District for any excess in costs for such similar supplies or services.

Termination for Convenience

This agreement may be terminated without cause by district upon fourteen (14) days written notice to responder. In the event of a termination without cause, the district shall pay responder for all services performed and all expenses incurred under this contract supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the responder for Board approved extra services. Any advance payments to responder at the time of termination will be pro-rated at the district's discretion based on services completed. Any overpaid amounts will be returned to district within ten (10) days. The district's termination of the Agreement shall in no way affect responder's obligation to hold harmless and indemnify the district in accordance with the Terms and Conditions.

Contract Exclusive

The provisions of the contract shall in no way prohibit the District from making purchases from another supplier for the same services as herein listed.

Proprietary Information

No portions of the submitted quote will be treated as proprietary and/or confidential information even if they are marked as such. Due to the California Public Records Act all information submitted is to be considered open for public review.

Contract

District and Responder with whom District chooses to contract, if any, shall execute a written Agreement based on this RFP and the response. It is mutually agreed by and between District and Responder that the District's acceptance of Responder's proposal by issuance of a written Agreement shall create a contract between the parties thereto. The Agreement will, by default, incorporate all requirements, terms and conditions contained in this RFP, except as may be amended in the written Agreement. In the event of any conflict between this RFP and the written Agreement, the terms of this RFP will take precedence, unless otherwise specifically stated in the Agreement.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part, 85, Sections 85, 105 and 85.110—

The applicant certifies that it and its principles:

Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of the certification; and

Have not within a three-year period preceding this application had one or more public transactions

(Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

The Federal Government is not a party to this contract and is not subject to any obligations for liabilities to the non-Federal entity, responder or any other party pertaining to any matter resulting from the contract.

The responder acknowledges that the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the responder's actions pertaining to this contract.

Federal 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, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. 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) (PDF) found online at the Filing a Discrimination Complaint as a USDA Customer Web page External link opens in new window or tab. 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:

Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
Fax: 202-690-7442; or
Email: program.intake@usda.gov.

USDA is an equal opportunity provider.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, responder, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The responder acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the responder's actions pertaining to this contract."

Provisions Required by Law

Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not



inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

Due Authorization

This Contract is duly authorized, executed and delivered by Requester, is the legal, valid and binding obligation of Requester enforceable against Requester in accordance with its terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally), and does not and will not violate any provisions of any agreement to which Requester is a party or may become a party or to which is it subject or may become subject. Each individual and entity executing this Contract hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Contract to the terms and provisions hereof.



RFP Form

San Juan Unified School District
5133 Engle Road
Carmichael, California 95608

Re: **RFP 19-136**

To: Superintendent and 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 Responders, RFP Instructions, Scope of Work & Requirements, General Conditions, Agreement and all other documents forming a part of the RFP package for the above-referenced RFP, 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 documents contained in said RFP package. The entire RFP Package is submitted, together with this RFP Form.

By signing this, I certify that I am an authorized representative of the responder (or individual) and that information contained in this proposal is accurate, true, and binding upon the responder.

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
()

Phone
()

Fax

E-mail Address



Fingerprint Certification

RFP 19-136

Responder Certification

I, _____, am an authorized representative of/doing _____ business as _____ (Name of Responder/consultant) _____, and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all its employees who may have contact with District pupils or unsupervised access to any District campus of the **San Juan Unified School District** on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the responder shall constitute grounds for termination of this Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20_____, in _____ County, California.

Name of Responder/Consultant (please print)

Name/Title of Authorized Representative (printed)

(Signature)



References

RFP 19-136 Food Distribution

Responder Name: _____

Responders must submit a minimum of three references for school districts of similar size. The references must be current school district customers who currently receive the product(s) listed in this RFP. Responders, therefore, releases the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the District regarding the Responders or the Responder’s performance of work.

Name of Company: _____

Address: _____

Telephone: _____

Contact: _____

Start / End Date: _____

Name of Company: _____

Address: _____

Telephone: _____

Contact: _____

Start / End Date: _____

Name of Company: _____

Address: _____

Telephone: _____

Contact: _____

Start / End Date: _____

Name of Company: _____

Address: _____

Telephone: _____

Contact: _____

Start / End Date: _____



Non-Collusion Declaration to be executed by Responder and Submitted with RFP

RFP 19-136

STATE OF _____)

COUNTY OF _____)

I, _____, declare that I am of

the party making the foregoing RFP, that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the RFP is genuine and not collusive or sham; that the Responder has not directly or indirectly induced or solicited any other Responder to put in a false or sham RFP and has not directly or indirectly colluded, conspired, connived, or agreed with any Responder or anyone else to put a sham RFP, or that anyone shall refrain from the RFP, that the Responder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the RFP price, or of that of any other Responder, 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 RFP are true, and further, that the Responder has not, directly or indirectly, submitted his or her RFP price or any breakdown thereof, or the contents thereof, or divulged information or data related thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham RFP.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Responder

Date



Statement of Non-Conflict of Interest

RFP 19-136

The Respondent hereby warrants that he or she has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Respondent also certifies that it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2001.

Signature

Printed Name

Title

Firm

Date

Certification and Disclosure Statements

Per California Department of Education School Nutrition Programs Unit (April 1998)

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 responder 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 responder each time an SFA renews or extends an existing contract that exceeds \$100,000. The certification is also required when an SFA puts out RFPs 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 responder or existing responder before any transactions can occur between the sponsor and the responder or responder (7 CFR 3017.110). This certification is required as part of the original RFP, contract renewal, or contract extension to assure the SFA that the responder 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 RFPs 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 responders and/or existing responders before any transactions can occur between the SFA and the responder or responder (7 CFR 3018.110). This certification is required as part of the original RFP, 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 responder, 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.
- Responders must submit completed certifications to the SFA as part of the original RFP, contract renewal, or contract extension. If completed certifications are not included, the original RFP is considered nonresponsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original RFP or renew/extend the original contract, the responders 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 responder 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 responder 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 responder 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 RFP 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.



Suspension and Debarment Certification U.S. Department of Agriculture

Per California Department of Education School Nutrition Programs Unit (April 1998)

INSTRUCTIONS: SFA to obtain from any potential responder or existing responder for all contracts in excess of \$100,000. This form is required each time a RFP 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 Number

Potential responder or Existing responder (Lower Tier Participant):

Printed Name

Title

Signature

Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR RFP 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 No 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.



Certification Regarding Lobbying

Per California Department of Education School Nutrition Programs Unit (April 1998)

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 responders/responders as part of an original RFP, 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:

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

Per California Department of Education School Nutrition Programs Unit (April 1998)

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: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2. Status of Federal Action: a. RFP/offer/application b. Initial award c. Post-award	3. Report Type: a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known Congressional District, if known:		<input type="checkbox"/> If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
<input type="checkbox"/> Federal Department/Agency:	<input type="checkbox"/> Federal Program Name/Description: CFDA Number, if applicable:	
<input type="checkbox"/> Federal Action Number, if known:	<input type="checkbox"/> Award Amount, if known: \$	
<input type="checkbox"/> 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)		
<input type="checkbox"/> Amount of Payment (check all that apply):	<input type="checkbox"/> Type of Payment (check all that apply): Retainer One-time fee	



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

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

Iran Contracting Act

(Public Contract Code sections 2202-2208)

Prior to RFPing on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a responder must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person 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; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your responder 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 RFP 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 responder/financial institution identified below, and the responder/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/responder, for 45 days or more, if that other person/responder 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>responder 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 responder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to RFP 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>responder 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>	



Equal Opportunity Employment

RFP 19-136

Federal affirmative action regulations mandate that Federal responders include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans’ Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of responders

This responder and subresponder shall aRFPe by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime responders and subresponders take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the _____ (RFP 19-136 – Food Distribution) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: _____

Responder Name

By: _____



Responder's Certification Regarding Drug-Free Workplace

RFP 19-136

This Drug-Free Workplace Certification form is required from all successful Proposers 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 responder 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 aRFPe 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 contact be given a copy of the statement required by section 8355(a) and require such employee agree to aRFPe 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: _____

Responder Name

By: _____
Signature

Responder's Certificate Regarding Workers Compensation

RFP 19-136

(To be executed by responder and Submitted with Proposal)

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or More or 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

Responder Name

(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.)



Clean Air and Water Certification

RFP 19-136

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt.

Responder Name

THE responder AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Authorized Representative

Title

Date

Insurance Acknowledgement

RFP 19-136

Notice to Responders regarding Indemnity and Insurance Requirements

SUMMARY OF INDEMNITY AND INSURANCE REQUIREMENTS

1. These are the Indemnity and Insurance Requirements for responders providing services or supplies to San Juan Unified School District (Buyer). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by Buyer.
2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the responder's liability under this agreement. The full coverage and limits afforded under responder's policies of Insurance shall be available to Buyer and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the responder; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to Buyer.
3. Responder shall provide Buyer with Certificates of Insurance including all required endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Buyer before work begins. Buyer reserves the right to require full-certified copies of all Insurance coverage and endorsements.

I. INDEMNIFICATION & INSURANCE:

Responder shall be an independent responder and not an agent or employee of District under this Agreement. Responder shall be responsible for any damage, loss, or other claim arising out of the performance of its services, or goods provided. Prior to commencement of services and goods provided and during the life of this Agreement, Responder shall provide the District with a current certificate or policy evidencing its general liability insurance coverage, to include motor vehicle insurance, in a sum not less than \$2,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured. Responder shall provide evidence of coverage upon execution of this Agreement.

Responder agrees to defend, indemnify and hold harmless the District and its directors, agents, employees and guests against any claim or demand arising from any actual or alleged act, error or omission by Responder or by any person, firm or corporation employed directly or indirectly by Responder or by any of the individuals participating in or associated with Responder, however caused; and any claim or demand arising from any actual or alleged act by any person, firm or corporation, caused by any act, neglect,



default or omission, of Responder, or of any person, firm, or corporation directly or indirectly employed by Responder upon or in connection with this Agreement, or any other persons/parties performing services arising out of or in the course of the term of this Agreement, and Responder at his/her own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings that may be instituted against the District for any such claim or demand, and fully and completely pay or satisfy any judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

Nothing herein provided shall be construed to require the Responder to hold harmless or indemnify the District for liability or damages resulting from the sole negligence or willful act or omission of the District or its officers, agents, or employees.

Responder is not an employee of the District and District shall not indemnify Responder in any such claim. Responder shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Responder to account for all of the above and Responder agrees to hold District harmless from all liability for these taxes.

I have read and understand the above requirements and agree to be bound by them for any work performed for the Buyer.

Signature

Printed Name

Title

Responder Name

Date