

LA MESA-SPRING VALLEY SCHOOL DISTRICT

PURCHASING DEPARTMENT

4750 DATE AVENUE

LA MESA, CA 91942

REQUEST FOR PROPOSAL

FRESH PRODUCE

RFP #20/21-003

PROPOSALS DUE: July 8, 2021 at 2:00 PM
at the La Mesa-Spring Valley School District
Education Center

Event	Date
Advertising Dates	06/8/2021 and 06/15/2021
Questions due from Proposers	06/28/2021 at 2:00 PM IN WRITING
Addendum and Responses to Proposers, Posted on District website	06/30/2021 by 6:00 PM POSTED ON WEBSITE
Proposals Due	07/08/2021 by 2:00 PM
Announcement of Recommendation of Contract Award	07/12/2021 by 4:00 PM
Protest Deadline	07/19/2021 by 4:00 PM
District Board Meeting – Award of Contract	08/03/2021
Term of Contract	08/04/2021 – 06/30/2022 Option to renew for two (2) one-year periods.

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NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the La Mesa-Spring Valley School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than 2:00 p.m. on July 8, 2021 sealed proposals for the award of a contract for

RFP #20/21-003 Fresh Produce

Such proposals shall be received in the Business Services, Purchasing Department of the District at 4750 Date Avenue, La Mesa, CA 91942.

Each proposal must conform and be responsive to this invitation, the Information for Proposers, the Proposal Form, and all other documents comprising the pertinent Contract Documents. Copies of the Contract Documents are now on file and may be obtained online at <https://www.lmsvschools.org/purchasing-services> or at the Purchasing Department at the above address.

Interested proposers should direct questions to Valerie Ranum, Director of Business Services, at Valerie.Ranum@LMSVschoools.org. Any addendums and answers to questions will be posted on the District website on the date specified under the RFP Schedule in the Terms and Conditions section of the proposal documents.

This is a one (1) year contract beginning August 4, 2021 through June 30, 2022. Upon the mutual agreement of the District and Contractor this proposal will be renewed annually for two (2) additional years.

The District reserves the right to reject any or all proposals, to accept or to reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposals or in the bidding.

No proposer may withdraw his proposal for a period of sixty (60) days after the date set for the opening of proposals.

Valerie Ranum
Director of Business Services
La Mesa-Spring Valley School District
District of San Diego County, California

Publication: San Diego Union Tribune

Publication Dates: June 8, 2021 and June 15, 2021

END OF DOCUMENT

INFORMATION TO PROPOSERS

1. **Securing Documents.** RFP documents can be downloaded from the District website at <https://www.lmsvschools.org/purchasing-services>.
2. **Interpretation of Documents.** If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may contact the in writing by email the Director of Business Services, La Mesa-Spring Valley School District to request an interpretation or correction thereof.

The person submitting the request will be responsible for its prompt delivery. **Any interpretation or correction of the proposed documents will be made only by Addendum and/or Responses to proposers duly issued by said Director of Business Services.** The La Mesa-Spring Valley School District will not be responsible for any other explanation or interpretation of the proposed documents.

3. **Addenda.** Any addenda issued by the District during the time of proposing or forming a part of the documents issued to the proposer for the preparation of the proposal shall be covered in the proposal and shall be made a part of the Contract. **Addenda will be posted on the District website <https://www.lmsvschools.org/purchasing-services>.**
4. **Submission** Proposals to receive consideration shall be made in accordance with the following instructions:
 - a. Vendors submitting proposals in response to this RFP must use the Proposal Form. Proposals shall be written in ink or by typewriter before submission. Proposals are to be verified, as they cannot be corrected after proposals are opened. The signature of all persons signing shall be in longhand. The completed form shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless requested in the specifications. No verbal, faxed or emailed modifications will be considered.
 - b. Vendors shall carefully examine specifications, forms and all RFP documents before submitting a proposal. Vendors shall fully inform themselves as to all existing conditions and limitations, and shall insure that unit cost and extended cost is reflected in the proposal. **If a vendor does not respond to all items on the Proposal Form, the vendor may be disqualified from further consideration.** No allowance will be made because of lack of such examination or knowledge.
 - c. No proposal shall include California sales or use tax, or Federal excise tax.
 - d. All proposals on items shall be delivered F.O.B. destination, and delivery costs and charges included in the proposal price. The District will reject shipments sent C.O.D. or freight collect.
 - e. No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices quoted.
 - f. Proposals shall be delivered to La Mesa-Spring Valley School District in the office of the Business Services, Purchasing Department on or before the day and hour set for the opening of proposals, which proposals shall be enclosed in a sealed envelope bearing the description of the proposal call, the name of the proposer to see that the proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the proposer unopened.
 - g. When requested, proposers shall submit samples of each such item, on which proposal is made to: La Mesa-Spring Valley School District Child Nutrition Department. Each sample submitted must be marked in such manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of proposer, (2) number of proposal, (3) item number. Proposal and samples must not be sent in the same package.

INFORMATION TO PROPOSERS

- h. Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will, upon request, be returned at the proposer's expense.
 - i. All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the proposer.
5. **Withdrawal of Proposals.** Any proposer may withdraw their proposal, either personally or by a written request, at any time prior to the scheduled time for opening of proposals, but not after.
 6. **Withdrawal of Proposals after Opening.** No proposer may withdraw their proposal for a period of sixty (60) days after the date set for the opening thereof.
 7. **Award or Rejection of Proposals.** The District reserves the right to reject any or all proposals, to waive any informality or irregularity in the proposal or in the proposal process. A contract will be awarded to the responsive and responsible proposer based on the evaluation criteria established in the documentation. Utilizing the RFP process, the District reserves the right to select the vendor that best meets the needs of the District.
 8. **Agreement.** The form of agreement, which the successful proposer, as contractor, will be required to execute, is included in the contract documents and should be carefully examined by the proposer. The contract consists of the following documents: The Notice to Proposers; the Information to Proposers, Terms and Conditions, Specifications/Contract Scope, Agreement and Proposal Form, including all modifications and other documents thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation, and services necessary for the proper delivery and installation of all items called for in the Contract.
 9. **Proposers Interested in More than One Proposal.** No person, firm, or corporation shall be allowed to make or file or be interested in more than one proposal for the same items, unless alternate proposals are called for. A person, firm, or corporation submitting a sub-proposal to a proposer, or who has proposal prices on materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers.
 10. **Assignment of Contract.** The successful proposer shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this proposal form, which he may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District governing Board. Notice is hereby given that the District will not honor any assignment made by the Contractor unless the consent in writing, as indicated above, has been given.
 11. **Bid Securities, Performance Bonds, Payment Bonds.** Not Required.
 12. **Equal Proposals.** When proposals are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.
 13. **Tobacco-Free District.** The District has been designated as a tobacco-free District. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property.

TERMS AND CONDITIONS

1. **Applicability:** These Terms and Conditions apply, but are not limited to, all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" or "Responses") made to the La Mesa-Spring Valley School District (hereinafter referred to as "District") by all prospective suppliers (hereinafter referred to as "Proposers") in response, but not limited, to Invitations to Bid, Requests for Proposals, and Requests for Quotations (hereinafter referred to as "Solicitations").
2. **Modifications to Contract:** Any modifications, qualifications, exceptions, or changes made to the District's terms, specifications, and conditions detailed herein shall be grounds for rejection of proposal. Any remarks, additions, or amendments attached (by the proposer) to the proposal, which conflict with terms and conditions herein, may cause it to be deemed "non-responsive."
3. **Pricing:** All prices quoted herein shall remain firm for the first year of this contract. Prices quoted shall be based on finished product weight received, including all applicable labor, materials, shipping, and fuel charges.
4. **Contract Term and Renewal:** The term of this contract shall be for one (1) year, from the anticipated start date of August 4, 2021 through June 30, 2022. The contract shall expire on June 30, 2022 regardless of start date. By mutual agreement between the District and the successful proposer, this contract may be renewed for **two additional one-year periods** (not to exceed a total of three years). Contract renewals shall be approved in one-year increments under the same terms and conditions as the original agreement.
5. **Price Escalation:** The pricing submitted for the initial term of the contract will remain fixed until June 30, 2022. Pricing agreed to for the first and second renewals will remain fixed throughout each contract period ending June 30, 2023 and June 30, 2024, respectively. The proposer may only petition for an increase in pricing annually on the anniversary date of each renewal period, as long as price increases do not exceed the rate of inflation determined by the Consumer Price Index (C.P.I.), published by the U.S. Bureau of Labor Statistics. If the proposer requests price increases that exceed the rate of inflation determined by the CPI, the contract may not be renewed. The District reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the District. **To petition for price increases or decreases or for consideration of new products, complete the district provided Proposal Form and email to Jill.Whittenberg@LMSVschoools.org by June 1, 2022 or June 1, 2023 respectively.**
6. **Price Decreases:** If prices decrease during the term of this contract, the successful proposer must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing. The lower prices shall remain in effect for the balance of the contract period, or for as long as the lower prices are in effect. Complete the district provided Proposal Form and email to Jill.Whittenberg@LMSVschoools.org.
7. **Return of Discounts, Rebates, and Credits:** During the term of the contract, the Proposer shall ensure that all discounts, rebates, and credits received by the Proposer from its suppliers are fully disclosed to the District. The Proposer is required, by law, to provide documentation to the District of any discount, rebate, and other applicable credits, including but not limited to, price reductions due to product promotions, volume purchasing, online ordering or other electronic ordering systems, prompt payment or advance pay, or any activity that results in lowering the product cost paid by the District. All discounts, rebates, allowances, and incentives must be returned to the La Mesa-Spring Valley School District within fifteen (15) working days after receipt by the Proposer.
8. **Fuel Surcharges:** Additional fuel surcharges on invoices will not be accepted, as delivery is F.O.B. destination with any delivery costs to be included in proposal pricing. Request for a waiver will not be granted, including during periods of volatility in the petroleum market.
9. **Telephone Charges:** If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for orders, complaints, adjustments, shortages, failure to deliver, etc.), the successful Proposer shall accept charges for such calls on a reverse charge basis.

TERMS AND CONDITIONS

10. **Errors and Omissions:** If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the proposer shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Addenda will be posted on the District website <https://www.lmsvschools.org/purchasing-services>.
11. **Proposal Form:** The Proposal Form defines the requirement of items to be purchased, and must be completed and submitted with the proposal. Prices must be quoted in units specified on the Proposal Form. Each item must be considered separately and not in combination with other items unless otherwise specified on proposal form by the District. Trade discounts must be deducted from price offers and only the net amount shown on proposal form. In case of error, unit prices will govern and extensions will be corrected.
12. **Integrity of Proposal Documents:** Proposers shall use the original RFP Proposal Forms provided in this solicitation and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the Proposal Form if sufficient space is not available on the original form. Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a Proposer wishes to propose must be clearly stated in the Proposer's proposal response and presented in the form of an addendum to the original RFP documents.
13. **Invoicing and Billing Period:** The billing period shall begin on the first day of each month and shall end on the last day of each month. Invoices will be prepared for items delivered and accepted at contracted prices so that one priced, extended, and signed copy will be left with the shipment at the time of delivery. The proposer will retain a second copy to support the monthly statement.

The proposer will be paid in accordance with payment terms herein upon receipt of summary invoices (statement) for previous month's billing period. Deliveries for the last day of the billing period must be included on the summary invoice for that billing period. Separate summary invoices shall be rendered for each school.

All invoices shall include the following information:

- Business name, address and phone number.
- Invoice number and date.
- Designated line for La Mesa Spring Valley School District signature.
- Ship to address.
- Product description.
- Product quantity for each item ordered.
- Unit and extended price for each item on order.
- Total price of order/invoice.

14. **Monthly Statements:** Statements shall be mailed within five (5) working days after the last day of the month to facilitate payment. In addition, the vendor will provide along with the statements, a monthly recap of purchases by school to include the item description, total units purchased per item and the total cost per item purchased. Payment will be made on itemized statements with the prices stipulated herein for items delivered and accepted. Payment terms NET 30. For prompt payment, billing must be accurate in all details, and invoices must be submitted to:
La Mesa-Spring Valley School District
Child Nutrition Department
Attention: Jill Whittenberg, CNS Director
3838 Conrad Drive, Spring Valley, CA 91977
15. **Credit Memos:** The proposer shall agree to accept, for full credit, the return of any items received which are found to be defective in quality or defective in packaging so as to render the item unusable for its intended purpose. All products of unacceptable quality, as determined by the District, will be returned. Credits may be provided by separate credit memo or by an adjustment to the original invoice.

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16. **RFP Negotiations:** A RFP response to any specific item of this RFP with terms such as "negotiable," "will negotiate," or similar intent, will be considered as non-responsive to that specific item.
17. **RFP Warranty:** Proposers warrants to the District that all goods and services rendered shall conform to the contract requirements (including all descriptions, specifications, and attachments made a part hereof), and will be fit for use as reasonably intended by the parties. In the event of breach, the Proposer will take all necessary action, at Proposer's expense, to correct such breach within 30 days.
18. **Compliance with OSHA:** Proposers agrees that all items offered must comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that proposer will indemnify and hold the District harmless for any failure to so conform.
19. **Safety Data Sheet:** For all products requiring a Safety Data Sheet, as defined under 29 CFR 1910.1200, the District requires that a Safety Data Sheet accompany all orders at the time of delivery.
20. **Food Security:** Proposers shall ensure that all food and beverage products meet local, State and Federal health and safety guidelines, and that appropriate precautionary measures are taken to ensure the purity and integrity of food products throughout the supply chain. Proposers shall take appropriate measures to safeguard the purity and integrity of their products during production, storage, and transportation, prior to the product reaching La Mesa-Spring Valley school sites.
21. **Vehicle Safety and Security:** Proposer's representatives operating vehicles on District property shall use extreme caution at all times – maximum speed is 5 mph. While onsite, Proposer shall not obstruct any passageways or other means of egress and shall not leave the site without first securing the work area and eliminating any hazardous condition resulting from the Proposer's activities.
22. **Product Substitution and Shortages:** This contract does NOT allow for product substitution without written authorization from the Director of Child Nutrition. The successful Proposer shall promptly notify the Child Nutrition Director or designee a minimum of 24 hours in advance if an item cannot be delivered within the specified delivery time. An equal or better substitute product must be made available to the District immediately for approval and subsequent distribution to school sites, at no additional charge to the District for product, freight, or redelivery to District sites. All substitutions in quality and quantity must receive prior approval from the Child Nutrition Director or designee in order to qualify for payment. If substitution is unavoidable due to market conditions, Proposer must provide equivalent item for District approval at no additional cost the District for the product or freight. The Proposer shall designate one representative to be available by 7:00 a.m. on each delivery day, to have the authority to make decisions regarding shortages and product substitutions.
23. **Estimated Quantities:** Quantities specified herein are estimates only, based on prior year usage. They are submitted as information for the proposer. Actual purchases may vary from item to item and the District cannot guarantee that items will be purchased exactly as indicated. Purchase order quantities and issuances will be made on an as-needed basis, depending on customer participation. **There will be no minimum order requirements for any item listed on this RFP.**
24. **Inspection and Testing:** The Proposer agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the Proposer's facilities. The District shall also have the right to test at its own cost the materials supplied under this contract. The District may request to review the Proposer's current Hazard Analysis Critical Control Point (HACCP) food safety system for their facility to insure optimum storage and distribution practices.

TERMS AND CONDITIONS

25. **District Inspection:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Proposer of any obligation to fulfill this contract. If any item shall be found defective at any time before final acceptance of the complete delivery, the Proposer shall immediately remedy such defect in a manner satisfactory to the District. Defective items shall be made good by the proposer, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted.
26. **Force Majeure Clause:** Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the contractor or the school district.
27. **Damage:** The successful Proposer shall promptly correct all deficiencies, defects, and/or damages in equipment or products delivered to the District in accordance with this solicitation. All corrections shall be made within 10 calendar days after such deficiencies, defects and/or damages are verbally reported to the Proposer by the Child Nutrition Department. The Proposer shall be responsible for filing, processing, and collecting all damage claims against the shipper when applicable.
28. **Liquidated Damages:** The District shall hold the successful Proposer liable and responsible for all damages which may be sustained because of his/her failure to comply with any conditions herein. If the successful proposer fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful proposer. Costs accrued by the District for a purchase resulting from a failure to perform, shall be invoiced to the successful proposer or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. In addition, a charge of \$50.00 will be assessed to cover administrative costs for processing of third party orders resulting from non-performance.
29. **Termination for Default:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, order services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.
30. **Award to Next Best Proposer:** In the event of default or non-availability of product, the District reserves the right to use the next best Proposer and their stated proposal prices as needed.
31. **Termination of Contract for No Cause:** The District may terminate this Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the District.
32. **Compliance with Laws:** Seller shall, in the performance of work under District's order, fully comply with all applicable Federal, State and local laws and regulations. In the event of any conflict or ambiguity between instructions contained in this solicitation and state or federal law or regulations, the latter shall prevail.
33. **Governing Law and Venue:** In the event of litigation, the RFP documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

TERMS AND CONDITIONS

34. **Buy American Provision:** Federal regulations require that to the maximum extent possible, only domestic products are purchased, consistent with the “Buy American” provisions of Public Law 105-336. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Upon request, Proposers shall provide certification of the origin of food products.

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to maximize extent practicable, to buy domestic commodities or products for Program meals. A ‘domestic’ commodity or product’ is defined as one that is either produced in the U.S. or is processed in the U.S. as provided in 7 CFR 210.21(d).

Exceptions to Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to Jill.Whittenberg@LMSVschoools.org, a minimum of 90 days in advance of delivery. The request must include the:

- (1) Alternative substitute(s) that are domestic and meet the required specifications:
 - (a) Price of the domestic food alternative substitute(s); and
 - (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
 - (2) Reason for exception: limited/lack of availability or price (include price):
 - (a) Price of the domestic food product; and
 - (b) Price of the non-domestic product that meets the required specification of the domestic product.
35. **Americans with Disabilities Act:** Proposer assures the District that it complies with the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations (42 U.S.C. 12101 et seq.).
36. **Permits and Licenses:** The Proposer shall obtain and, at their expense, pay for any/all licenses/permits required by law for accomplishing any work required in connection with this contract.
37. **Independent Contractor Status:** The relationship between the Proposer and the District is a contractual relationship. While engaged in carrying out the terms and conditions of the Contract, the Proposer is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
38. **Non-Collusion Declaration:** Each Proposer submitting an offer shall execute and submit a non-collusion declaration in the form attached hereto. Failure to submit such non-collusion declaration shall be grounds to reject an offer as non-responsive.
39. **Fingerprinting Requirements:** Education Code Section 45125.1 states that if employees of any Proposer providing school site janitorial, administrative, landscape, transportation, food-related or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony.
- An exception would be if the employee(s) only has limited contact with students and will be in the presence and supervision of school district adult employees 100% of the time that students were present. If this is the case, the Proposer shall certify on the Fingerprinting Certification Form regarding requirements in lieu of fingerprinting each employee.**
40. **Drug-Free Workplace:** Proposer warrants that Proposer is knowledgeable of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.), regarding a drug-free workplace and shall abide by and implement its statutory requirements.

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41. **Anti-Discrimination:** The District's policy is that Proposers conducting work under this contract will not discriminate against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Proposer agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and 1726. In addition, the Proposer agrees to require like compliance by any subcontractors employed on the work. Proposer must sign the AFFIRMATIVE ACTION POLICY which must be attached and become part of the proposal.
42. **New Product Procurement after Contract Award:** The District reserves the unconditional right to add other items to the contract after the contract has been awarded to a Proposer. Prices for additional items will be negotiated. This includes new/improved products, additional flavors, or different size capacities. The awarded Proposer shall submit pricing and product specifications to the District for final approval before delivery of any such items. Prices shall be based on the same terms and conditions contained herein.
43. **Deletion of Item:** Some products may need to be discontinued during the period of this contract. The rationale and decision will be the sole discretion of the Child Nutrition Services Director. Additions, deletions, or price adjustments will be allowed only upon written authorization of the Child Nutrition Services Department.
44. **Product Recall:** In the event a Proposer's product is recalled, Proposer will immediately notify the Director of Child Nutrition. Proposer will be responsible for picking up product and providing replacement, payment, or credit at the District's discretion. Replacement, payment, or credit for recalled items shall be made within 30 days of the date of notification to the District.
45. **Indemnification and Hold Harmless:** Proposer shall indemnify and hold harmless the District, its Board of Education, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to all expenses of litigation, court costs, penalties, and attorneys' fees and other fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of Proposer, its agents, servants, employees, agents, representatives, persons or entities engaged as independent Proposers by Proposer and suppliers, provided, however, that Proposer shall not be required to indemnify for the acts of intentional misconduct or negligence by the party to be indemnified.
46. **Insurance Requirements:** The Proposer, at its sole cost and expense, shall maintain and shall cause each subcontractor to maintain Public Liability and Property Damage insurance to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. Minimum Required Commercial General Liability coverage shall include both bodily injury and property damage as follows.

<u>COVERAGE</u>	<u>MINIMUM LIMITS</u>
General Aggregate	\$2,000,000 (annual)
General Liability	\$1,000,000 per occurrence
Automobile Liability (Combined Single Limit)	\$1,000,000 each occurrence
Worker's Compensation	\$1,000,000

Prior to commencement of performance of this Agreement, the Proposer shall furnish to the District a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming La Mesa-Spring Valley School District as an additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without thirty (30) days' advance written notice to the District. Such certificate shall be delivered to District concurrent with the execution of the agreement. Failure to take out or maintain the required insurance and furnish evidence thereof may be considered default by the Proposer.

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An endorsement must be issued by the successful Proposer's insurance carrier amending the Proposer's general liability policy naming the La Mesa-Spring Valley School District, Board members, and the officers, agents, employees and volunteers of the District, individually and collectively, as additional insured.

47. **Worker's Compensation:** The Proposer shall maintain and shall require all of its subcontractors to maintain Worker's Compensation insurance that meets statutory limits required by the California Labor Code. Successful Proposer must provide proof of Workers' Compensation insurance prior to the effective date of this agreement. Failure to furnish such evidence will result in the District declaring the Vendor to be non-responsive or non-responsible.
48. **Certification Regarding Suspension and Debarment, Lobbying:** Proposers who will perform more than \$100,000 in business with the District during the fiscal year must complete the Suspension and Debarment Certification, Certification Regarding Lobbying Form (and, if applicable, Disclosure of Lobbying Activities) forms, included as a part of the RFP package. The District is prohibited from contracting with Proposers that are on the U.S. General Services Administration's Suspension and Debarment List. The Suspension and Debarment Certification is required to document that the Proposer or any of its key employees have not been debarred, proposed for debarment, or suspended by a Federal agency. Additionally, the District is required to obtain information from the Proposer regarding lobbying activities.

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

49. **Contract Progress Meeting:** The successful Proposer shall be required to attend contract progress meetings as requested by the District during the term of this agreement. At these meetings, the District will appraise the Proposer of how the District assesses the Proposer's performance under this agreement/contract. Additionally, the Proposer shall appraise the District of any operational problem being experienced.
50. **Pre-Award Meeting:** The apparent low responsive and responsible Proposers may be required to attend a pre-award meeting with District representatives, within five (5) calendar days of District request. The purpose of the pre-award meeting will be to discuss and evaluate the Proposer's experience in the performance of a contract of similar scope, to discuss the invoicing and credit requirements, and to assure District representatives that the Proposer possesses an understanding of the scope of the contract, including the service, insurance, and delivery requirements of the District. The decision of the District's representatives as to the ability of the Proposer to successfully service this Contract in accordance with the requirements shall be final.
51. **Delivery Conditions:** The Proposer's delivery person shall display identification as an employee of the Proposer and check in with the Child Nutrition Supervisor or designated representative upon arrival at the school site prior to unloading product into the facility. The Proposer, or their agent, is responsible for unloading the merchandise and placing it inside the building in an area designated by an authorized representative of the District. If the Proposer, or their agent, is unable to unload the merchandise the order may be refused at the discretion of the District. Child Nutrition staff members shall not be required to enter Proposer's vehicles to verify any issues related to the delivery.
52. **Past Performance:** A Proposer may be ruled "non-responsible" based upon Proposer's unacceptable past performance with the District which may include but is not limited to: late/non deliveries, partial deliveries, delivery of wrong materials, products, not meeting specification, providing incorrect prices, invoicing problems, default, etc.
53. **References:** Proposers must provide a minimum of three (3) customer references that are current within the last three years. These references must have received services that were similar in the scope and nature of the services being requested in this solicitation. The District may contact any or all references during the evaluation process. Proposers must complete the Proposer Profile/References form contained herein.

TERMS AND CONDITIONS

- 54. **Usage Reports:** Proposer must provide accurate usage reports to the District that contain the total usage of all items under contract. These reports shall include total monthly and year-to-date quantities and dollar amounts per item used by each school site. The reports shall include the following: school site names, product descriptions, unit packs, brand names, total quantities purchased (i.e., case or broken case unit), cost per item, and total extended cost for each item. Usage reports shall be submitted within 15 calendar days after the end of each month or as otherwise requested. Monthly payments may be withheld at the discretion of the District until acceptable reports are received.
- 55. **Conflicts in the Contract Documents:** The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service shall supersede any inconsistent version of these documents.
- 56. **Headings and Captions:** The headings and captions used in this Contract are for convenience only. They are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.
- 57. **Gifts and Gratuities:** It is the policy of the District not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from Proposers, members of their staffs, or families.
- 58. **RFP Tabulations:** Tabulations of proposals will be made available to Proposer provided a request is made in writing to the Director of Business Services.
- 59. **RFP Schedule:**

Event	Date
Advertising Dates	06/8/2021 and 06/15/2021
Questions due from Proposers	06/28/2021 at 2:00 PM IN WRITING
Addendum and Responses to Proposers, Posted on District website	06/30/2021 by 6:00 PM POSTED ON WEBSITE
Proposals Due	07/08/2021 by 2:00 PM
Announcement of Recommendation of Contract Award	07/12/2021 by 4:00 PM
Protest Deadline	07/19/2021 by 4:00 PM
District Board Meeting – Award of Contract	08/03/2021
Term of Contract	08/04/2021 – 06/30/2022 Option to renew for two (2) one-year periods.

ALL questions need to be in writing and sent to Valerie.Ranum@LMSVschoools.org by 2:00 pm on June 28, 2021. **Any addendums and answers to questions will be posted on the District website on the date specified under Schedule in the Terms and Conditions section of the RFP documents. Any addendums and Questions and Answers must be returned signed with the proposal documents.**

TERMS AND CONDITIONS

60. Protests by Proposers:

A proposer may protest a proposal award if he/she believes that the award is inconsistent with Board policy, the RFP's specifications, or is not in compliance with law. A protest must be filed in writing with the Superintendent or designee before 4 p.m. of the fifth business day following the RFP opening. The proposer shall submit all documents supporting or justifying the protest. A RFP applicant's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

Any proposer submitting a RFP Proposal may file a protest of the district's intent to award the Contract provided that each and all of the following conditions are met:

1. The protest must be submitted in writing to the district (email is not acceptable), before 4 p.m. of the fifth business day following Announcement of Recommendation of Vendor Contract Award.
2. The initial protest document must contain a complete statement of any and all bases for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the RFP protest; any matters not set forth in the written RFP protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.
3. The protest must refer to the specific portions of all documents which form the basis for the protest.
4. The protest must include the name, address and telephone number of the person representing the protesting party.
5. Any RFP protest not conforming to the foregoing shall be rejected by the district as invalid. Provided that a RFP protest is filed in strict conformity with the foregoing, the district's Assistant Superintendent, Business Services, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the RFP protest. The Assistant Superintendent, Business Services or other individuals designated by him/her shall provide the proposer submitting the RFP protest with a written statement concurring with or denying the RFP protest within 30 working days. The Superintendent or designee may also convene a meeting with the proposer in order to attempt to resolve the problem.
6. The Board will render a final determination and disposition of a RFP protest by taking action to adopt, modify or reject the disposition of a RFP award as reflected in the written statement of the Assistant Superintendent, Business Services or his/her designee. Action by the district's Board relative to a RFP award shall be final and not subject to appeal or reconsideration by the district, any employee or officer of the district or the district's Board.
7. The rendition of a written statement by the Assistant Superintendent, Business Services (or his/her designee) and action by the Board to adopt, modify or reject the disposition of the RFP award reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the RFP process, the district's intent to award the Contract, the district's disposition of any RFP protest or the district's decision to reject all RFP Proposals.
8. The procedure and time limits set forth are mandatory and are the RFP applicant's sole and exclusive remedy in the event of RFP protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the RFP protest, including filing a Government Code Claim or legal proceedings.

SPECIFICATIONS/CONTRACT SCOPE

1. **Purpose:** La Mesa-Spring Valley School District is soliciting proposals from qualified vendors to provide fresh produce to be used for the Child Nutrition Services Program from August 4, 2021 through June 30 2022. The District reserves the right to award this contract annually, for an additional two (2) years. Work to be done under this contract includes, but is not limited to; providing all labor, materials, supervision, equipment, incidentals, and related items necessary to complete the work in accordance with the specifications contained herein.
2. **Locally Grown Produce:** La Mesa-Spring Valley School district continually strives to promote healthy food options to its students. Its Farm to School program seeks to increase children's participation in the school meal program and promote consumption of fruits and vegetables, thereby improving childhood nutrition, and preventing obesity and obesity related diseases. To help meet these goals, La Mesa-Spring Valley School District is seeking to enhance the health of school meals by decreasing the distance between farmers and students. **Vendors who aren't able to provide locally grown produce will be considered non-responsive.**
3. **Geographic Preference and Local Produce Specifications:** The La Mesa-Spring Valley School Districts goal is to procure 20% of its produce locally. The vendor who is awarded this contract will meet or exceed the following minimum requirements: Provide information regarding the county of origin for California grown products, specifically on Harvest of the Month items (see page 19) separately noting those that satisfy the local definition of within 25 miles, 250 miles of San Diego county boundary line with in California or California grown. Origin of non-locally grown product must include state (if in the US) or county.
4. **Nutrition Education:** The Child Nutrition Department is interested in receiving any information about the produce, farms, location, farmer who grows the produce for student education in the cafeteria when available.
5. **Licenses Required:** The vendor and all of its employees or agents shall secure, and maintain in force, such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law. **A copy of the vendor's current business license is to be enclosed with this proposal package.**

California Health and Safety Code Section 110460, et seq. requires that all businesses engaged in the manufacturing, packing, labeling, or holding (warehousing) of processed food products in this state to register annually with CDHS-FDB. Certification and registration by the CA Department of Health Services, Food and Drug Branch, is required of all vendors. **A copy of the vendor's most recent Health Permit is to be enclosed with this proposal packet along with a copy of the most recent facility inspection report performed by the permitting agency.**
6. **Hazard Analysis Critical Control Point (HACCP) Program:** Federal and State regulations require all suppliers to have a HACCP system in place. The District has a vigorous HACCP plan in place and **will inspect all deliveries** for correct temperatures and conditions. Any item(s) which do not fall within acceptable critical control point (CCP) limits **will not be accepted. The successful vendor must provide documentation prior to starting work stating that they have a HACCP program in place or documentation of manufacturing practices that follow food safety compliance.**
7. **Method of Award:** The contract will be awarded as one lot to the responsive and responsible vendor based on the evaluation criteria. The intent of the District is to secure one primary distributor to satisfy this contract with products that provide the "Best Value to the District." If unable to award as a complete package, the District will evaluate proposals and may award a second contract. All vendors must submit a quote on all items on the Proposal form.

SPECIFICATIONS/CONTRACT SCOPE

8. **Selection Process** – The Evaluation Committee will be composed of members from various departments of the District. The Committee will consist of no less than three (3) members that will evaluate each proposal and select the one that best meets the needs of the District. The District reserves the right to award to the vendor that in the sole judgment of the District, best accomplishes the desired results.

The committee will evaluate each proposal based on, but not limited to the following criteria:

- A. **Purchase Price (30 Points)** – Prices quoted shall be based on finished product weight received, including all applicable labor, materials, shipping, and fuel charges.
 - B. **Quality of Proposer's Goods and Services (25 Points)** – Capability to service multiple district sites, reliability, capability to provide locally grown produce and geographic preference.
 - C. **Past Relationship with the District (+/- 25 Points)** – The District will review past deliveries, backorders, production issues, product availability, responsiveness, and other relevant characteristics to evaluate past relationship.
 - D. **References (10 Points)** – The District will consider completeness of the Proposer References form provided within the RFP, geographic location of references (Southern California references preferred), and relevance to the RFP (school district references preferred).
 - E. **Industry Experience (10 Points)** – The District will consider total number of years of operation, total number of years operating within the school foodservice industry, and the annual dollar volume of school business.
9. **Pricing and Completing RFP:** The proposer is responsible for the accuracy of pricing submitted. Unit pricing errors do not relieve the proposer from holding price. Proposed prices are effective from August 4, 2021 through June 30, 2022.
- a. Each proposal must be complete.
 - b. Incomplete proposals will be considered nonresponsive and grounds for disqualification.
 - c. When packaging is different than the pack size specified, cross out the pack size shown and write the pack size of the product you are quoting.
 - d. The proposer must offer a Unit Price for each item listed on the Proposal Form.
 - e. Additional fuel surcharges on invoices will not be accepted, as delivery is FOB destination with any delivery cost to be included in proposed unit price.
 - f. The proposer must calculate the Extended Price for each item on the Proposal Form by multiplying the Estimated Quantity by the offered Unit Price.
 - g. The proposer must calculate the Proposal Total by adding up the Extended Price for all items listed on the Proposal Form.
 - h. In case of a mathematical error, the unit price will govern and the extended price will be corrected.
10. **Mathematical errors:** Should there be any error in extension, addition, or computation, the District shall be entitled to correct such errors based on the unit prices shown, and the corrected extended price shall be considered as representing the intention of the proposer and be used as the basis for comparison of proposal submissions.
11. **Quantities:** Quantities listed on the Proposal Form are ONLY estimates. They are based on prior year usage and submitted as information for the proposer. Actual purchases may vary. The District does not guarantee that items will be purchased in the quantities listed on the Proposal Form.

SPECIFICATIONS/CONTRACT SCOPE

- 12. Cases, packages and labeling:** All produce must be clearly labeled with a “Use By” date. Any pre-washed items must be labeled as such on the bag, box or case.

Packages shall be constructed as to ensure safe and sanitary transportation to point of delivery. Damaged containers may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for product or delivery.

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

Cases or product shall be clearly and legibly labeled with product name, code, weight, and count.

All cost for containers shall be borne by the bidder.

- 13. Delivery Terms and Conditions:** Produce must be delivered in clean, refrigerated trucks and in clean cases/boxes. All produce received must be servable for up to six (6) days after the date of delivery based on the “Use By” date on the packaging. Any shortages or unusable produce must be replaced no later than the next school day.

- 14. Condition of Product at time of Delivery:** Vendors shall assure that refrigerated trucks are used to protect perishable products during transport and that these trucks comply with all ServSafe/Hazard Analysis Critical Control Point (HACCP) regulations. Upon delivery, all products shall be in compliance with applicable specification and will be examined by the District’s representative for cleanliness and soundness. The successful vendor must credit the District the full value of any product that is discovered to have an expired date code, is defective, or is considered to have been tampered with in any way prior to its arrival at the District’s school sites. This includes any hidden damage discovered after acceptance and delivery at the District’s school sites.

- 15. Sanitation/Safety:** The successful vendor will warrant that all food shall be fresh, clean, wholesome upon delivery, and prepared in properly equipped facilities under modern sanitary conditions in accordance with the best commercial practice. All items shall be free from decay, discoloration, foreign matter, and shall pass through metal detection before packaging. Containers shall be clean, sound, compact, sturdy, and sealed. If the food has already been delivered, the successful bidder will be required to pick up the unacceptable food and issue a credit or provide a replacement in 10 days. All products shall bear visible freshness code dates and shall meet industry standards for remaining shelf-life upon delivery to the schools.

- 16. Delivery, Times, Location, and Requirements:**

- a. The District reserves the right to make additions or deletions to the specified delivery locations at any time and to revise delivery times as required.
- b. The vendor shall be required to make direct deliveries to the location(s) listed below.
 - **The vendor shall be required to deliver to middle schools before 6 a.m. approximately 2 times per week.**
 - **The vendor shall be required to deliver to elementary schools before 8 a.m. approximately 2 times per week.**
 - **Late deliveries and product shortages can result in the vendor being recommended for default, as defined in the contract.**
- c. Products must be delivered in containers that are clean, from refrigerated vehicles that are clean and by personnel that are properly attired.

SPECIFICATIONS/CONTRACT SCOPE

d. The vendor agrees to furnish and deliver, at all times during the period of the contract, the items and articles which may be awarded to the vendor, in such amounts and quantities within the terms of the contract, to the schools listed below.

e. Middle Schools need delivery first and in the following order.

Middle School	Address	City	Phone Number
La Mesa Arts Academy	4200 Parks Ave.	La Mesa	619-668-5730 x2185
Parkway Middle School	9009 Park Plaza Dr.	La Mesa	619-668-5810 x1185
STEAM Academy	1001 Leland St.	Spring Valley	619-668-5720 x4185
Spring Valley Academy	3900 Conrad Dr.	Spring Valley	619-668-5750 x3185

f. Elementary Schools

Elementary School	Address	City	Phone Number
Avondale	8401 Stanbury St.	Spring Valley	619-668-5880
Bancroft	8805 Tyler St.	Spring Valley	619-668-5890
Highlands	3131 S. Barcelona	Spring Valley	619-668-5780
Loma	10355 Loma Lane	Spring Valley	619-668-5862
Kempton	740 Kempton St.	Spring Valley	619-668-5870
La Mesa Dale	4370 Parks Ave.	La Mesa	619-668-5740
La Presa Elem.	519 La Presa St.	Spring Valley	619-668-5790
Murdock	4354 Conrad Dr.	La Mesa	619-668-5775
Rancho	8845 Noeline Ave.	Spring Valley	619-668-5885
Sweetwater Springs	10129 Austin Dr.	Spring Valley	619-668-5895

17. Ordering Conditions: The District shall submit orders telephonically, in written form or electronically. The District reserves the right to revise as necessary an order no later than 9:00 a.m. the morning preceding any delivery. During the term of the contract, with the full cooperation of the vendor, the District may research and implement innovative approaches to stream line the ordering system.

18. Product Quality Control: The District reserves the right to discontinue service of all or any portion of this contract resulting from: (a) reasons determined to be detrimental to the health and welfare of students and school personnel, (b) failure to meet contract specification, wholesomeness standards, and to hold the vendor in default. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Processor's plant is located or by the applicable federal standards, whichever is higher.

19. Quality Testing: The District reserves the right, at Vendor's expense, to submit sample products for testing by a public laboratory every two months to determine product safety and adherence to RFP Specifications. Additional test may be ordered in the event that the District determines that a special test is required. Test may include, but are not limited to: pathogen levels, content, weight, and any other specification requirement.

If tests indicate that samples have unsatisfactory pathogen levels or do not meet contract specifications, the Vendor shall immediately pick up all remaining cases of that particular lot and issue a credit memo to the District for the full value of the returned product or offer immediate replacement at no cost to the original site.

The Vendor will bear the cost of any and all recurring testing considered necessary by the District to ensure that future purchases meet all contract specifications.

SPECIFICATIONS/CONTRACT SCOPE

- 20. Inspection of Facilities-Evaluation:** The District reserves the right to inspect the facilities of the Vendor and/or Processors prior to award of the contract. If the District determines that after such inspection the Vendor and/or Processors are not capable of performance within the District's standards, their proposal will not be considered. The findings and decisions of the District shall be final. Additional inspections during the RFP period may be made.
- 21. Purchase Out of Contract:** The District reserves the right to purchase similar items from other sources.
- 22. Price Changes:** The successful proposer shall agree to negotiate all price changes and supply the District with adequate pertinent documentation to support any price change requested. Documentation includes proof in writing that the vendor has incurred an increase in cost from the processor of any item listed in this contract. **Price change requests must be submitted 30 days prior to implementation to the Child Nutrition Services Office.**

No price changes shall be effective until the District has reviewed and formally accepted all supporting documentation. The contractor shall continue to provide services at the original proposal prices until the Director of Child Nutrition Services provides formal written authorization. Complete the district provided proposal form and email to Jill.Whittenberg@LMSVschools.org. Fuel surcharges will not be accepted.

- 23. MICHELLE MONTOYA SCHOOL SAFETY ACT (CHAPTER 588, 1997 STATUTES) COMMUNICATION WITH PUPILES:** In performing this contract, the successful Proposer as Contractor shall be required to prohibit its employees from having contact with pupils. Any employees or subcontractors hired by the successful Proposer will not be permitted to come in contact with pupils or communicate with pupils. In the event the Contractor fails to prevent its employees from having contact with pupils and injury results from failure to prohibit pupil contact or communication with pupils, the Contractor shall defend, indemnify, protect and hold harmless the District. Any subcontractor hired by the Contractor shall be subject to and shall also comply with this provision. The Contractor and subcontractor shall be jointly and severally liable for any injury that results from the subcontractors' failure to comply with this provision.
- 24. Performance:** Vendors are advised that the District reserves the right to reject a Proposal that cannot demonstrate the ability to provide the products and services required under this agreement. Vendors may be required to verify that they have been in the business called for in this Invitation for Proposal for at least three (3) years.
- The District intends to solicit proposals from qualified Vendors, appropriately staffed, equipped, and currently established in the business of providing food and nutrition products similar to that specified in this bid.
- Upon request of the District, the proposer shall submit promptly to the District satisfactory evidence showing the proposer's financial resources, experience in the type of work being required and any other required evidence of the proposer's qualifications' to perform. The District may consider such evidence before making the decision to proceed with the work outlined.
- 25. Notification of Late Delivery:** The successful vendor shall promptly notify the Child Nutrition Director or designee a minimum of 24 hours in advance if an item cannot be delivered within the specified delivery time. The District reserves the right to purchase food at a fair market value from another source. The vendor shall pay the District the price difference between the original proposal price and the price of the substituted food item(s). **Late deliveries and product shortages can result in the vendor being recommended for default, as defined in the contract.**
- 26. Attorney's Fees:** If suit is brought by either party to this Contract to enforce any of its terms, including all component parts of the contract documents, and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees and investigation expenses.

SPECIFICATIONS/CONTRACT SCOPE

27. Harvest of the Month: Harvest of the Month: The Child Nutrition Department plans to implement the Harvest of the Month Program to feature a different locally grown fruit or vegetable monthly for marketing promotions. The featured fruit or vegetable will be identified and communicated with the vendor each month so that the most economical and fresh produce can be purchased. **Proposers who aren't able to provide locally grown produce will be considered non-responsive.**

Fill out the chart identifying local produce available for 2021-22 Harvest of the Month

Month	Items	Approx. Usage	Available Locally?	Farm Name
Fall September October November	Black/Red Plums	25 cases/week		
	Grapes	40 cases/week		
	Pears	25 cases/week		
Winter December January February	Granny Smith Apples	25 cases/week		
	Kiwis	50 cases/week		
	Mandarins	25 cases/week		
Spring March April May	Minneola Tangelos	25 cases/week		
	Granny Smith Apples	25 cases/week		
	Strawberries	25 flats/weeks		
Summer June July August	Peaches	20 cases/ week		
	Nectarines	25 cases/week		
	Navel Oranges	25 cases/week		

Company Name: _____

Name (typed/printed)

Title

Signature

Date

**NON-COLLUSION DECLARATION
TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL**

The undersigned declares:

I am the

_____ (Title)

of _____ (Name of Company)

the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purposes.

Any person execution this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this:

_____ day of _____

City of _____, State of _____

Signed: _____

Title: _____

THIS PAGE MUST BE SUBMITTED WITH YOUR PROPOSAL

FINGERPRINTING CERTIFICATION FORM
Michelle Montoya School Safety Act (Ed Code Section 45125.1)

State of California)
County of _____) ss.

1. I certify that none of my employees who may come into limited contact with students has pending criminal proceeding for a felony as defined by Education Code Section 45122.1, nor has ever been convicted of a felony as defined in Section 454122.1.
2. The names of each employee who may come into limited contact with pupils are listed below.

It is our opinion that the nature of the services provided by our company to your District is outside the scope and/or intent of Education Code 45125.1.

We have, however, adopted a policy within our company that requires all employees, when on company business at school sites, to be in the presence and supervision of school district adult employees when students are present. Since our business activity only involves limited contact or no contact with students and 100 percent supervision by school adult personnel, it is unnatural and unlikely that our employees would be without school district adult supervision at any time students are present.

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

Company Name: _____

Officer Signature: _____

Title: _____

Date: _____

THIS PAGE MUST BE SUBMITTED WITH YOUR PROPOSAL

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the La Mesa-Spring Valley School District (hereinafter referred to as the "District") and

(hereinafter referred to as the "PROPOSER")

This form is required from all successful proposers pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing 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, and the Proposer 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:

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

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

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

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

Company Name: _____

_____ Name (typed/printed)	_____ Title
_____ Signature	_____ Date

THIS PAGE MUST BE SUBMITTED WITH YOUR PROPOSAL

TOBACCO-FREE WORKPLACE CERTIFICATON

RFP No.: 20/21-003

RFP Name: Fresh Produce

Company Name: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- (i) The undersigned is a duly-authorized representative of the Company and, in that capacity, has executed this certification on behalf of the Company.
- (ii) The Company shall ensure a tobacco-free workplace by providing the following provision, in writing, to each person providing any labor or services on or at the District site, including, without limitation, any delivery personnel:

All properties and facilities operated by the La Mesa-Spring Valley School District are tobacco-free work places. It is strictly forbidden while in, on or at any District property or facility (whether owned or leased) to smoke, chew or otherwise use tobacco products. The Company shall require each person (including without limitation, any employee of the Company) found in violation of these requirements to permanently leave the District property and the Company shall not thereafter permit such person to be present, on or at the District.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

THIS PAGE MUST BE SUBMITTED WITH YOUR PROPOSAL

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**
(Sign and submit 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 of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

(Name)

(Title)

(Company)

(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.)

THIS PAGE MUST BE SUBMITTED WITH YOUR PROPOSAL

AFFIRMATIVE ACTION FORM

“Contractor hereby certifies to the La Mesa-Spring Valley School District that I (if individual) or we (if company or corporation) do not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex as outlined in California Government Code Section 12940.”

Company Name: _____

Name (typed/printed) Title

Signature Date

THIS PAGE MUST BE SUBMITTED WITH YOUR PROPOSAL

CERTIFICATION AND DISCLOSURE STATEMENTS

Following is an explanation of submittal requirements of the ***Suspension and Debarment Certification Statement*** and the ***Certification Regarding Lobbying*** by School Food Authorities (SFA) and Food Service Management/Consulting Companies.

Beginning with the 1998/99 school year, instructions to comply with procurement requirements by completion of these certifications will be included in the annual renewal of School Nutrition Programs.

The applicability of this information begins with the 1998/99 school year and is for SFAs that meet one of the following criteria:

- The SFA's estimated annual federal child nutrition reimbursement will exceed \$100,000.
- The SFA's annual contract with a vendor exceeds \$100,000.
- The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds \$100,000.

Suspension and Debarment Certification

This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed \$100,000. In these instances, the SFA must obtain a completed ***Suspension and Debarment Certification*** from either the potential vendor or existing contractor before any transactions can occur between the sponsor and the vendor or contractor (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that the vendor or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While *this certification is required for all contracts in excess of \$100,000*, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. **Do not submit the certification to the California Department of Education.**

Certification Regarding Lobbying

SFAs that receive in excess of \$100,000 in annual federal meal reimbursement **must** annually complete and **submit** this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education, Child Nutrition and Food Distribution Division.

In addition, when SFAs put out bids for goods and services or renew/extend existing contracts that exceed the \$100,000 threshold, they are required to obtain a completed ***Certification Regarding Lobbying*** from either the potential vendors and/or existing contractors before any transactions can occur between the SFA and the vendor or contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted the CDE.

Also enclosed is the **Disclosure of Lobbying Activities** form. This is required to be completed if the potential or existing contractor, using other than federal funds, has paid or will pay for lobbying activities in connection with the school nutrition program agreement (Item 2 of the ***Certification Regarding Lobbying*** statement).

Applicable to Both Certification Statements

- Federal law prohibits SFAs from circumventing the \$100,000 threshold by entering into multiple contracts; each of which do not equal or exceed \$100,000, but the aggregate amount of all the contracts will equal or exceed \$100,000.
- Vendors must submit completed certifications to the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive, and the contract

renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.

SFAs with Food Service Management or Consulting Contracts

SFAs utilizing food service management or consulting companies **must** include both certification statements in all Requests for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management or consulting company must annually sign and submit to the SFA both the ***Suspension and Debarment Certification*** and the ***Certification Regarding Lobbying***. If receiving more than \$100,000 in federal reimbursement, the SFA is required to sign and submit the ***Certification Regarding Lobbying*** to the CDE, CNFDD.

Summary

- ***Suspension and Debarment Certification***

1. The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000.
2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.
3. The SFA retains certification signed by contractor with executed contract and maintains it on file.

- ***Certification Regarding Lobbying***

1. SFAs receiving in excess of \$100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.
2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds. **Retain** the certifications with bid documents.
3. The **Disclosure of Lobbying Activities** form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of ***Certification Regarding Lobbying***.)

If you have any questions, please contact Rae Vant, School Nutrition Programs Specialist, by phone at 916-445-6775 or 800-952-5609 or by e-mail at rvant@cde.ca.gov.

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

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON 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 Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

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

G:SNP:DEBARMENT

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

Name of Food Service Management or Food Service Consulting Company:		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

DISCLOSURE OF LOBBYING ACTIVITIES
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See 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. Bid/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: <div style="display: flex; justify-content: space-between;"> Prime Subawardee </div> 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): \$ _____ actual planned	<input type="checkbox"/> Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred Other; specify: _____	
<input type="checkbox"/> Form of Payment (check all that apply): Cash In-kind; specify: Nature _____ Value _____		

Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No: (_____) _____ **Date:** _____

Federal Use Only:

**Authorized for local reproduction
Standard Form – LLL**

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

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

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

BUSINESS PROFILE

Qualifications of Proposer: Proposers must have the capability and capacity in all respects to fully satisfy the contractual requirements as specified. Indicate your company name and the length of time you have been in business providing this type of service:

Name of Proposer: _____

Years and Months in Operation: _____

Years and Months Providing Service to School Districts: _____

BUSINESS REFERENCES

Proposers shall provide a listing of a least three (3) references for which the company has provided specified goods/services of the same or greater scope offered within the last three (3) years. La Mesa-Spring Valley School District cannot be used as a reference. The District reserves the right to contact the references regarding the performance of the proposed system and the qualifications of the Proposer.

1. Agency Name: _____
Business Address: _____

Contact Person: _____
Telephone Number: _____
Email Address: _____
Size/Scope of Contract: _____
Dates of Service: _____

2. Agency Name: _____
Business Address: _____

Contact Person: _____
Telephone Number: _____
Email Address: _____
Size/Scope of Contract: _____
Dates of Service: _____

3. Agency Name: _____
Business Address: _____

Contact Person: _____
Telephone Number: _____
Email Address: _____
Size/Scope of Contract: _____
Dates of Service: _____

THIS PAGE MUST BE SUBMITTED WITH YOUR PROPOSAL

LA MESA-SPRING VALLEY SCHOOL DISTRICT AGREEMENT

THIS AGREEMENT, made this ___ day of _____ in the County of San Diego, State of California, by and between the La Mesa-Spring Valley School District, hereinafter called the District, and _____, hereinafter called the "Proposer."

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

1. **TERM:** The term of this Agreement shall be from the date of award, through the end of the 2021-2022 school year (June 30, 2022). All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.
2. **SCOPE OF WORK:** Proposer shall perform and render all goods and services as prescribed and required by the Notice to Proposer, Information for Proposer, Terms and Conditions, Specifications/Contract Scope, Agreement, Proposal Form, and all documents forming a part of the RFP package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.
3. **HOLD HARMLESS CLAUSE:** The Proposer must hold, keep, bear harmless and fully indemnify the District and all of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by the District or by any of its officers or agents, or articles to be supplied under this contract.
4. **THE DISTRICT'S INSPECTOR:** All items shall be subject to the District inspection. Inspection of items shall not relieve the Proposer from any obligation to fulfill this Contract. Defective items shall be made good by the Proposer, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Proposer shall forthwith remedy such defect in a manner satisfactory to the District.
5. **REMOVAL OF REJECTED ITEMS:** All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Proposer who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.
6. **TERMINATION:** This Agreement may be terminated by the District upon thirty (30) days written notice to Proposer. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.
7. **CONTRACT RELATIONSHIP:** While engaged in carrying out and complying with the terms and conditions of this Contract, the Proposer is an independent contractor, and is not an officer, employee, or agent of the District.
8. **CONTRACT DOCUMENTS:** The complete Contract consists of the following documents: The Notice to Proposer, Information for Proposer, Terms and Conditions, Specifications/Contract Scope, Agreement, Proposal Form, and all documents forming a part of the RFP package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.
9. **INSURANCE PERMITS AND LICENSES REQUIRED OF THE PROPOSER:** The Proposer shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Terms and Conditions.

The Proposer and all of its employees/agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of the goods and services covered under this Contract. All operations and materials shall be in accordance with the law.

10. **DELAY DUE TO UNFORESEEN OBSTACLES:** The parties to this Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault of neglect of the party not performing.
11. **PAYMENTS:** Proposer will be paid upon receipt and acceptance of goods and services specified. For prompt payment, billing must be accurate in all details, and invoices must be submitted to the La Mesa-Spring Valley School District, Child Nutrition Department, 3838 Conrad Drive, Spring Valley, CA 91977. Attention: Fiscal Services.
12. **COMPENSATION:** Proposer shall be compensated for the performance of its obligations under this Agreement as specified in the executed Contract Documents, incorporated herein by reference.
13. **PRICES:** All prices and percentages agreed upon by the parties hereto shall remain firm for the 12 month term of the contract. The Proposer agrees to this condition by signing this Agreement. Price adjustments, if any, will be submitted for consideration during the annual renewal process.
14. **ASSIGNMENT OF CONTRACT:** The Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the written consent of the District.
15. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified in this Agreement. Proposer, by execution of the Agreement, acknowledges Proposer has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

PROPOSER

LA MESA-SPRING VALLEY SCHOOL DISTRICT

Signature

Signature

Name (typed/printed)

Jennifer Nerat

Name (typed/printed)

Title

Assistant Superintendent, Business Services

Title

Date

Date

Company Name: _____

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
 FRESH PRODUCE**

RFP SUBMISSION CHECKLIST

Complete this checklist to confirm the items in your proposal. Place a check mark or “X” next to each item that you are submitting to the District. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package.

The Following Documents Are Required at the Time of Proposal Submission:

<input type="checkbox"/>	Non-Collusion Declaration – Signed
<input type="checkbox"/>	Fingerprinting Certification Form – Signed
<input type="checkbox"/>	Drug-Free Workplace Certification – Signed
<input type="checkbox"/>	Tobacco-Free Workplace Certification - Signed
<input type="checkbox"/>	Workers' Compensation Certificate - Signed
<input type="checkbox"/>	Affirmative Action Form – Signed
<input type="checkbox"/>	Business Profile and References
<input type="checkbox"/>	RFP Submission Checklist Proposal Form – Signed
<input type="checkbox"/>	Proposal Form – Signed
<input type="checkbox"/>	Current Business License
<input type="checkbox"/>	Recent Health Permit
<input type="checkbox"/>	Addendum and Responses (if applicable) - Signed

The Following Submittals Are Required Upon Notice Of Award:

	Agreement
	Certificate of Liability Insurance
	Proof of Workers' Compensation Insurance
	Explanation of Code Dates
	Suspension and Debarment Certification (For contracts \$25,000+)
	Certification Regarding Lobbying (For contracts \$100,000+)
	Disclosure of Lobbying Activities
	Notification of Hazard Analysis Critical Control Point (HACCP) Compliance

COMPANY NAME: _____

THIS PAGE MUST BE SUBMITTED WITH YOUR PROPOSAL

**RFP #20/21-003 FRESH PRODUCE
PROPOSAL FORM INSTRUCTIONS**

COMPANY NAME: _____

INSTRUCTIONS FOR COMPLETION OF PROPOSAL FORMS

- 1.) Complete the Harvest of the Month Chart on page 19.
- 2.) Complete the Business Profile and References on page 34.
- 3.) Complete the Proposal Form on pages 39-43.
 - a. All items proposed shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county, city laws and ordinances for their production, handling, processing, marketing, and labeling. Standard industry pack is to be provided.
 - b. When packaging is different than the pack size specified, cross out the pack size shown and write the pack size of the product you are quoting.
 - c. The proposer must offer a Unit Price for each item listed on the Proposal Form.
 - d. Any delivery cost must be included in the offered Unit Price for each item listed on the Proposal Form.
 - e. The proposer must calculate the Extended Price for each item on the Proposal Form by multiplying the Estimated Quantity by the offered Unit Price.
 - f. The proposer must calculate the Proposal Total by adding up the Extended Price for all items listed on the Proposal Form.
 - g. The proposer must calculate the percentage of items proposed that are locally grown.
 - h. The proposer must sign and date the Proposal Form.
 - i. Incomplete proposals will be considered nonresponsive and grounds for disqualification.
 - j. In case of a mathematical error, the unit price will govern and the extended price will be corrected.

**RFP #20/21-003 FRESH PRODUCE
PROPOSAL FORM**

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Extended Price	Locally Available? (Y/N)	Price for Local Product
1	APPLES: U.S. Fancy Grade, shall consist of one variety, normally shaped for the grade and locality where produced; shall be free from decay, disease, spray burn, and internal bruising. Size shall be 163 counts per case.	650	Case				
2	APPLES: U.S. Fancy Grade, sliced and individually packaged; 200 packages per case.	700	Case				
3	GRANNY SMITH APPLES: U.S. Fancy Grade, shall consist of one variety, normally shaped for the grade and locality where produced; shall be free from decay, disease, spray burn, and internal bruising. Size shall be 163 counts per case.	650	Case				
4	BANANAS: First quality, color No. 3 or 4, fairly well colored but not exceedingly green, uniform size, in removable twin compartment. Petite 150's per case.	1,700	Case				
5	CANTALOUPE: Best commercial grade; shall consist of melons that are free from decay, damage caused by decay, freezing, bruises, cuts, sunburn. Size: 6 per case.	50	Case				
6	GRAPEFRUIT: 27-32 count (large) per case. Whole.	25	Case				
7	CUCUMBERS: Random cut, approximately 1/2" diameter, packed in 5 lb.	200	5 lb				
8	EDAMAME: Shelled. 1 lb case, bulk.	25	1 lb case				
9	GRAPES: Individually packaged grapes, 150 - 200 per case.	300	Case				
10	GRAPES: Size: 150/2 - 4 oz. Individually cut clusters/box, 22 lb case. Different size clusters, not individually wrapped.	10	22 lb case				
11	GREEN ONIONS: Standard commercial pack— Bunch.	200	Bunch				
12	HONEYDEW MELON: Best commercial grade; shall consist of melons that are free from decay, damage caused by decay, freezing, bruises, cuts, sunburn. Size: 6 per case.	25	Case				
13	KIWI: U.S. No. 1 Grade, uniform size packed in volume fill containers, delivery pressure of 1-1/2 lbs. Size shall be 117 each per box - 22 lb. case. 1 Kiwi = 3/8 cup fruit.	50	Case				

**RFP #20/21-003 FRESH PRODUCE
PROPOSAL FORM**

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Extended Price	Locally Available? (Y/N)	Price for Local Product
14	NECTARINES: Shall consist of nectarines which are mature, juicy, and fairly well-colored. Shall be free from decay, diseases, spray burn and internal bruising. 72 count per case.	1,500	Case				
15	ORANGES: Shall consist of oranges which are mature, juicy, fairly well-colored; be free from decay, broken skins, dirt or other foreign materials. Shall be Valencia or naval variety, depending on season. 138 count per case.	1,500	Case				
16	PEACHES: Shall consist of peaches which are mature, juicy, and fairly well-colored. Shall be free from decay, diseases, spray burn and internal bruising. 72 - 84 count per case.	1,500	Case				
17	PEARS: Shall consist of pears that are mature, juicy, fairly well-colored and not exceedingly green; fairly uniform in size and free from disease and decay. Shall be 120 count per case.	1,500	Case				
18	PLUMS Shall consist of plums which are mature, juicy, and fairly well-colored. Shall be free from decay, diseases, spray burn and internal bruising. 120 count per case.	100	Case				
19	POTATOES: Russet baking potatoes, free from damage by decay, dirt or insects. Approximate size of potato to be 7 oz.; packed in 50 lb. case, 110 count.	200	Case				
20	ONIONS, RED or YELLOW Size: packed in 25 lb.	150	25 lb				
21	STRAWBERRIES: Shall consist of strawberries that are mature, juicy, fairly well-colored and not exceedingly green or white. 12 1-pint baskets per flat.	500	Flat				
22	SUGAR SNAP PEAS: Whole, 10 lb case.	25	Case				
23	TANGERINES: Shall consist of tangerines which are mature, juicy, fairly well-colored; shall be free from decay, broken skins, dirt or other foreign material. 22-25 lb. case.	750	Case				

**RFP #20/21-003 FRESH PRODUCE
PROPOSAL FORM**

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Extended Price	Locally Available? (Y/N)	Price for Local Product
24	TOMATOES: Best commercial grade; shall consist of tomatoes which are fairly well-formed, smooth, free from decay, damage caused by decay, freezing, bruises, cuts, sunburn, or excessive insects. Size shall be large loose tomatoes which are fairly well-formed, by case .	500	Case				
25	TOMATOES: Red Pear or Cherry Best commercial grade; shall consist of tomatoes which are fairly well-formed, smooth, free from decay, damaged caused by decay, freezing, bruises, cuts, sunburn, or excessive insects. Size: 12 baskets per tray, approximately 16 - 18 lb net weight per tray .	500	Tray				
26	WATERMELON Best commercial grade; shall consist of melons that are free from decay, damage caused by decay, freezing, bruises, cuts, sunburn. Size: 15 lb - 18 lb each	50	Each				
27	RADISHES: Shredded, Without tops. 3 lb.	300	3 lb				
28	BEETS: Shredded, Fresh, packed in 3 lb.	25	3 lb				
29	APPLE, FUJI SLICED Sliced, Fuji - 200/2 oz individually cut slices and individually packaged per case	175	Case				
30	BROCCOLI FLORETS Packed in 5 lb , count to be 50-55 buds per pound.	1,200	5 lb				
31	BROCCOLI FLORETS: Individually packaged broccoli florets, cleaned, ready to eat. 150 - 200 packages per case.	300	Case				
32	CABBAGE, GREEN AND RED SHREDDED Cleaned and ready to use; to consist of shredded red and green cabbage, packed in 5 lb . 50% Green Cabbage and 50% Red Cabbage.	50	5 lb				
33	CALIFORNIA BLEND Shall consist of carrot coins, broccoli florets and cauliflower florets, packed in 5 lb .	45	5 lb				
34	CARROT, SHREDDED Shredded 3/16", packed 5 lb .	500	5 lb				
35	CARROT BABY 200/1.6 oz bags/200 per case .	2000	Case				
36	CARROT COINS 1/2" diameter, packed in 5 lb , count 180-200 per lb.	100	5 lb				

**RFP #20/21-003 FRESH PRODUCE
PROPOSAL FORM**

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Extended Price	Locally Available? (Y/N)	Price for Local Product
37	CARROT STICKS Random cut, approximately 2"- 4" long, 1/2" diameter, packed in 5 lb.	1000	5 lb				
38	CAULIFLOWER FLORETS Packed in 5 lb , count to be 50-55 buds per pound.	500	5 lb				
39	CELERY CRESCENTS 1/2" diameter, packed in 5 lb , count 180-200 per lb.	50	5 lb				
40	CELERY STICKS Random cut, approximately 2" - 4" long, 1/2" diameter, packed in 5 lb , count 30 per lb.	2,000	5 lb				
41	COLESLAW: Cleaned and ready to use; to consist of shredded red and green cabbage and shredded carrots, packed in 5 lb.	25	5 lb				
42	CUCUMBER STICKS Random cut, approximately 1/2" diameter, packed in 5 lb.	800	5 lb				
43	GRAPES, LUNCH BUNCH "Lunch bunch." Size: 150/2 - 4 oz Individually cut clusters/box, 22 lb. case Smaller size clusters specifically for school lunch, not individually wrapped.	500	Case				
44	SALSA, PICO DE GALLO Fresh salsa, 1 lb.	300	1 lb				
45	JICAMA STICKS Random cut, approximately 2" - 4" long, 1/4" diameter, packed in 5 lb , count 30 per pound.	300	5 lb				
46	LETTUCE, SHREDDED Shredded 3/16", packed in 5 lb.	300	5 lb				
47	ROMAINE, Cleaned/Chopped – SELECT ONE ONLY: 2.5 lb or 5 lb Cleaned and ready to use; to consist of 100% romaine, packed in 2.5 lb.	3,400	2.5 lb				
	ROMAINE, Cleaned/Chopped – SELECT ONE ONLY: 2.5 lb or 5 lb Cleaned and ready to use; to consist of 100% romaine, packed in 5 lb.	1,700	5 lb				
48	STIR FRY BLEND: Shall consist of onions, carrot coins, other mixed vegetables, packed in 5 lb.	45	5 lb				
49	SPINACH, BABY: U.S. Stemless, washed and packaged, 2 lb.	1000	2 lb				

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PROPOSAL FORM**

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Extended Price	Locally Available? (Y/N)	Price for Local Product
50	TOMATOES, DICED , packed in 1 lb.	30	1 lb				
51	YELLOW SQUASH COINS: Random cut, approximately 1/2" diameter, packed in 5 lb.	50	5 lb				
52	TOMATOES, SLICED 5 lb. tray , sealed.	150	5 lb tray				
53	ZUCCHINI COINS Random cut, approximately 1/2" diameter, packed in 5 lb.	85	5 lb				
54	APPLES, SLICED BAGGED Grade – U.S. Fancy, packed in 3 lb.	200	3 lb				

PROPOSAL TOTAL (Extended price total for items 1-54) _____

WHAT PERCENTAGE OF ITEMS BID ARE LOCALLY GROWN? _____

PROPOSER

Name (Typed/Printed)

Signature Date

Title

Email Address