



GARDEN GROVE UNIFIED

SCHOOL DISTRICT

**REQUEST FOR PROPOSAL
FRESH FRUIT & VEGETABLE PROGRAM (FFVP)
PRODUCE FOR FOOD SERVICES**

RFP. NO. 2010

PROPOSAL DEADLINE: JUNE 16, 2021 at 11:00AM

SAMPLES DEADLINE: JUNE 17, 2021 between 11AM and 2PM

GARDEN GROVE UNIFIED SCHOOL DISTRICT

PURCHASING DEPARTMENT

10331 STANFORD AVENUE, GARDEN GROVE, CA 92840

714-663-6340

RFP NO. 2010 Fresh Fruit & Vegetable Program (FFVP) Produce for Food Services

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***IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING, THE BIDDER WILL BE DECLARED NONRESPONSIVE.**

+ITEMS WHICH SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD

NOTICE CALLING FOR PROPOSALS

DISTRICT: Garden Grove Unified School District
RFP NUMBER: 2010 Fresh Fruit & Vegetable Program (FFVP) Produce for Food Services
PROPOSAL DEADLINE: JUNE 16, 2021 at 11:00AM
PLACE OF RECEIPT: Garden Grove Unified School District
Purchasing Department, 4th Floor
Attention: Bianca Duenas
10331 Stanford Avenue, Garden Grove, CA 92840

NOTICE IS HEREBY GIVEN that the Garden Grove Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated proposal deadline, sealed proposals at the place identified above for the award of a contract for **RFP. No. 2010, Fresh Fruit & Vegetable Program (FFVP) Produce for Food Services**. It is the Bidder's sole responsibility to ensure that their proposal is received prior to the scheduled closing time for receipt of proposals. In accordance with Government Code § 53068, any proposal received after the scheduled closing time for receipt of proposal shall be returned to the Bidder unopened.

Due to COVID-19 restrictions, it is in the best interest of the District for all proposal packets to be mailed directly to the district office at the above stated place of receipt. Arrangements for hand delivery may be made under special circumstances. Bidder is to contact Bianca Duenas, Buyer at 714-663-6330 to schedule a date and time for delivery.

Time is of the essence. Each proposal must conform and be responsive to the bid documents, which are on file in the Business Office. Proposal documents are also available online at: <https://www.ggusd.us>. No Bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of proposals.

Any questions regarding proposal documents shall be directed to Bianca Duenas via email (bduenas@ggusd.us), Buyer no later than **June 7, 2021 by 10AM**. Answers to questions will be posted as an official addendum online at: <https://www.ggusd.us> on or before **June 11, 2021 by 5PM**.

The District reserves the right to reject any or all proposals or to waive any irregularities or informalities therein. The right is also reserved by the Board to select items which, in their opinion, will best serve the needs of the District.

Dated this 2021

GARDEN GROVE UNIFIED SCHOOL DISTRICT

By: _____

Ed Govea

Assistant Director of Business Services

Publication Dates: **May 26, 2021 and June 2, 2021**

Orange County News: **PO# P72V0011**

BACKGROUND OF THE FFVP

Program Description

The United States Department of Agriculture (USDA) administers the Fresh Fruit & Vegetable Program (FFVP) at the federal level. At the state level, the FFVP is administered by the California Department of Education (CDE) Nutrition Services Division (NSD). The purpose of this federal assistance program is to provide an additional free fresh fruit or vegetable snack to students during the school day as a supplement to (and not part of) the school breakfast and lunch programs, and to teach students about good nutrition. The FFVP also encourages grantees to develop partnerships at the state and local level for support in implementing and operating the program. The FFVP is a reimbursement grant program and selected schools receive a year-long grant to implement the program. California first participated in the FFVP in July 2008 with 24 pilot schools and the program continues to grow each year.

Program Goals

The goal of the FFVP is to create healthier school environments by providing healthier food choices, and to:

- Expand the fruits and vegetables children experience
- Increase children's fruit and vegetable consumption
- Make a difference in children's diets to impact their present and future health

The program is seen as an important catalyst for change in efforts to combat childhood obesity and by helping children learn more healthful eating habits.

How Does It Work?

The State Agency (SA) is required to select elementary schools to participate that have the highest free and reduced price enrollment. Elementary schools who receive a grant are awarded \$50.00--\$75.00 per student for the school year. The SA identifies the per-student funding based on total funds allocated to the state and the enrollment of applicant schools. For the 2018-2019 school year, California elementary schools have been awarded approximately \$53 per student.

With these funds, schools purchase additional fresh fruits and vegetables to serve free to students as a snack during the school day. Participating school sites must serve the snack outside the normal time frames for the National-School Lunch Program (NSLP) and School Breakfast Program (SBP). The School Food Authority (SFA) determines the best method to obtain and serve the additional fresh produce within the program requirements.

The SFAs participating in the FFVP submit monthly reimbursement claim forms, which are reviewed and approved by the SA. The SA reimburses the SFA for the cost of the fresh fruits and vegetables and limited non-food costs.

The USDA provides funds to the SA to administer the program according to federal requirements.

Program Minimum Requirements

Schools have the flexibility to develop their own implementation plan, choose the type of produce, number of days a week (at least three days per week), and times during the day (outside of NSLP and SBP operation) to provide the free fresh fruit or vegetable snacks to their students. Schools must agree to widely publicize the availability of the program. Schools must follow all food safety requirements and Hazard Analysis and Critical Control Point (HACCP) guidance. Schools are encouraged to develop partnerships to help implement the program, such as with local universities, extension services, farmer's markets, and local growers, and grocers.

At a minimum, for a school to receive a FFVP grant they must:

- Be an elementary school
- Operate the National School Lunch Program
- Have 50 percent or greater of enrolled students eligible for free and reduced-price meals; priority given to those with the highest percentage
- Have documented support of the food service, principal, and district superintendent
- Submit a FFVP application to the NSD by the posted deadline -FFVP applications are available each spring (March) on the CDE Web site and are due four weeks after posting (April)
- Implement the FFVP in accordance to the most recent guidelines issued by the USDA in their FFVP Handbook.

PROPOSAL OBJECTIVE

The District is seeking proposals from qualified produce Distributors to procure and deliver fresh fruits and vegetables and provide the educational component of the FFVP to awarded elementary sites within the school district. This RFP defines the program, the products and the services that are being sought from the Distributor and generally outlines the program requirements.

The selected Distributor will partner with the District over the term of the contract resulting from this RFP to procure and deliver fresh fruits and vegetables to sites designated within the District (see list of delivery sites.) In addition, the selected Distributor will provide educational materials to all school sites to meet the requirements of the FFVP.

The dates of service will be July 21, 2021- July 20, 2022. No service will be required during District's non-student days including holidays.

All sites will require produce delivery 3 days per week (Tuesday, Wednesday, and Thursday) for service on that day. Additional days of service can be added depending on the balance of the fund.

Approximate quantities for each school site are attached (see list of delivery sites), Additional product and service requirements are outlined within the RFP.

Garden Grove Unified School District will have approximately \$40 per student (after admin, labor and supply costs) to spend on fresh produce during the period of July 1, 2021- June 30, 2022. In order to maximize this allotment and provide a variety of produce items to our students, Garden Grove Unified School District is requesting that proposers provide a monthly produce list and menu for FFVP. The produce list and menu can include mixed packages of fruit and vegetables. For example, celery and/or carrots may be included along with other fruits and/or vegetables in a pack of mixed vegetables (e.g. broccoli/cauliflower/carrots, pineapple/blueberries). To ensure that students are receiving multiple exposures to vegetables and learn to enjoy eating vegetables, one of the three FFVP servings each week must be a vegetable.

Whole fruits must be prewashed and ready to eat. Whole fruits must be free of produce stickers. Cut fruits and vegetables must be prewashed and ready to eat. Cut fruits and vegetables must be provided in individual servings sealed in individual containers with lids or individual baggies. If packaged fruit and vegetable for small whole produce such as berries or pea pods are not available, the produce Distributor will supply individual serving cups and paper trays to serve the produce. The produce Distributor will itemize and separate cost between produce and paper supplies on invoices. Nutrition specifications for fruits and vegetables must be available upon request.

Any and all inquiries regarding this Request for Proposal (RFP) must be submitted on or before **June 7, 2021** no later than **10:00AM**, to Bianca Duenas, Buyer at bduenas@ggusd.us.

Bidders are advised that oral or written communications from the District in any form other than an official addendum does not alter the proposal or specifications.

INFORMATION FOR BIDDERS

WARNING: READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN EVEN IF FROM THE SAME DISTRICT

1. Preparation of Proposal. Proposals shall be submitted on the prescribed Proposal Form and Proposal Form Pricing sheet, and completed in full. All proposal items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.
2. Form and Delivery of Proposal. The proposal must conform and be responsive to all proposal documents and shall be made on the Proposal Form and Proposal Form Pricing sheet provided. The complete proposal, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and mailed to **Garden Grove Unified School District, Purchasing Department, 4th Floor, 10331 Stanford Avenue, Garden Grove, CA. 92840, Attn: Bianca Duenas**, and must be received on or before the proposal deadline (Public Contract Code section 20112). The envelope shall be plainly marked in the upper left-hand corner with the Bidder's name, the proposal number and the date and time for the opening of proposals. **It is the Bidder's sole responsibility to ensure that their proposal is received prior to the proposal deadline.** In accordance with Government Code section 53068, any proposal received after the scheduled closing time for receipt of proposals shall be returned to the Bidder unopened. At the time and place set forth for the opening of proposals, the sealed proposals will be opened and evaluated.
 - (a) Due to COVID-19 restrictions, it is in the best interest of the District for all proposals to be mailed directly to the district office at: **Garden Grove Unified School District, Purchasing Department, 4th Floor, 10331 Stanford Avenue Garden Grove, CA. 92840, Attn: Bianca Duenas**. It is the Bidder's sole responsibility to allow adequate time for couriers to deliver their proposals to its final destination. Arrangements for hand delivery may be made under special circumstances. Please call Bianca Duenas, Buyer at 714-663-6330 to schedule a date and time for delivery.
3. Signature. Any signature required on proposal documents must be signed in the name of the Bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if Bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the Bidder is a joint venture or partnership, there shall be submitted with the proposal certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such documents. Unsigned proposals will be considered non-responsive, thru resulting in rejection of the proposal.
4. No Bid. Any item not included in the proposal price is to be noted on the Proposal Form Pricing Sheet as "No Bid".
5. Modifications. Changes in or additions to any of the proposal documents, alternative proposals, or any other modifications which are not specifically call for in the proposal documents may result in the rejection of the proposal as being nonresponsive. Oral, telephonic, facsimile or electronic modification of any of the proposal documents will not be considered.
6. Erasures, Inconsistent or Illegible Proposal. The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the proposal in the margin immediately adjacent to the correction. In the event of inconsistency between words

and numbers in the proposal, words shall control numbers. In the event that any proposal is unintelligible, illegible or ambiguous, the District may reject such proposal as being nonresponsive.

7. Examination of Proposal Documents. At its own expense and prior to submitting its proposal, each Bidder shall examine all proposal documents; visit the sites and determine the local conditions which may in any way affect the performance of the work; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits/licenses required for the work; determine the character, quality and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations and determinations with all requirements of the proposal. The District shall not be liable for any loss sustained by the successful Bidder resulting from any variance between the actual conditions and data given in the proposal documents. Bidder agrees that the submission of a proposal shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Information for Bidders.

8. Interpretation of Proposal Documents. If any Bidder is in doubt as to the true meaning of any part of the proposal documents, or finds discrepancies in, or omissions from the proposal documents, or has any questions related to the proposal documents, a written request for an interpretation or correction thereof or answers to questions must be submitted in writing to the Purchasing Department, **Bianca Duenas at bduenas@ggusd.us on or before June 7, 2021 at 10:00AM.** No requests shall be considered after this time. Questions to answers will be posted as an official addendum online at: <https://www.ggusd.us> on or before **June 11, 2021 by 5PM.** The Bidder submitting the written request shall be responsible for its prompt delivery. If there are discrepancies of any kind in the proposal documents, the interpretation of the District shall prevail.

9. Bidders 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 work unless alternate proposals are specifically called for by the District. A person, firm, or corporation that has submitted a sub proposal to a Bidder, or that has quoted prices of materials/services to a Bidder, is not thereby disqualified from submitting a proposal or quoting prices to other Bidders or submitting a proposal.

10. Withdrawal of Proposals. Any proposal may be withdrawn, either personally or by written request signed by the Bidder, at any time prior to the scheduled closing time for receipt of proposals. The proposals withdrawn prior to the scheduled closing time for receipt of proposals, in accordance with this paragraph, shall be returned. No bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of proposals.

11. Proposal Pricing. Proposal prices shall be one fixed price per unit and F.O.B., Garden Grove Unified School District site locations. Proposal prices awarded as a result of this proposal shall remain firm for one (1) year. Bidder certifies that prices are the lowest offered to any comparable customer and the District will be given the benefit of any lower prices or price decreases during the term of the contract. Bidder is to give District immediate advantage of such decrease, and inform District in writing of the decrease. Failure to advise the District in writing, within ten (10) days of price reduction to another purchaser, may be cause for cancellation of the contract. All materials and services provided under this agreement will be invoiced at the agreement price prevailing at the time the purchase order is placed, regardless of the actual service start date.

The successful bidder is responsible for providing GGUSD with no less than thirty (30) days' prior written notification of proposed price increases (price increases shall not be automatically made) and no price increase will exceed the lesser of three percent (3%) or the annual increase in the Urban Consumer Price Index (CPI-U) for the Los Angeles, Riverside and Anaheim area beginning March 2020 and ending March 2021, and for each subsequent one year period (on the March to March time period). This data is available at www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm. Using the "Special Aggregate Index" category of "All Items Less Shelter" under the "All Urban Consumers" column. If there is a proposed price increase that is over three percent (3%), the acceptance of the proposed price increase will be at the sole discretion of the District. By submitting a proposal, the successful bidder agrees that it is willing to provide such contract extensions under these terms if requested by the District, at District's sole discretion.

12. Competency of Bidders. In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the proposal. By submitting a proposal, each Bidder agrees that the District, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the contract. The district reserves the right to reject any proposal who does not pass any evaluation to the satisfaction of the district.

13. References. Bidders shall list a minimum of four (4) references where Bidder has successfully provided similar type(s) of goods and services to another large school district or public agency at a similar size and scope as the Garden Grove Unified School District. All references shall include full district/agency name, address, phone number, management contact, and description of work completed. District reserves the right to contact all references. Failure by Bidder to provide references with its proposal submittal may result in rejection of proposal by District as nonresponsive. The District reserves the right to obtain from any or all sources, information concerning Bidders which the District deems pertinent and to consider such information in evaluating the Bidder's proposal.

14. Inspection of Facilities. As part of the evaluation process, the District reserves the right to inspect the facilities of the bidder prior to the award of a contract and during the contract period at any time during normal business hours upon prior notice. After such inspection, if a representative of the District determines the Bidder may not be capable of providing proper and satisfactory services/products to the District, the Bidder may not be considered for an award. Bidder may also be required to show evidence of its ability to successfully execute the contract. Should the Bidder vacate an approved facility, a re-inspection will be required under the same conditions for the new facility.

15. Award of Contract. The award of the contract, if made by the District, will be by action of the Governing Board, to the most responsive and responsible bidder based on the highest rated proposal, experience and past performance, capabilities of providing service, cost, references and any other criteria specified in the proposal. The District reserves the right to reject any or all proposals, or to waive and irregularities or informalities in any proposal or in the proposal process. If two identical low proposals are received from responsive and responsible Bidders, the District will determine which proposal will be accepted. In the event an award of the contract is made to a Bidder, and such Bidder fails or refuses to execute the Agreement and provide the required document within ten (10) calendar days after the notice of award of the contract to Bidder, the District may award the contract to the next lowest responsive and responsible Bidder or reject all proposals.

16. Agreement. The form of agreement which the successful Bidder will be required to execute, is included in the proposal documents and should be carefully examined by the Bidder. The agreement will be executed in two (2) original counterparts. The complete Agreement consists of the following but not limited to the Notice Calling for Proposals, Proposal Objective, Information for Bidders, Proposal Form, Proposal Pricing Form, Instructions for Submitting Proposals, Grove Unified School District Map, Non-collusion Declaration, Workers Compensation Certificate, Drug Free Workplace Certification, Notice to Contractor Regarding Criminal Records Check Certification, Certification by Contractor Criminal Records Check, Tobacco Use Policy Certification, Certification of Primary Participant Regarding Suspension and Debarment Certification, Disclosure of Lobbying Activities, Buy American, Iran Contracting Act, General Conditions, special conditions, all insurance requirements and all modifications, addenda and amendments, items called for in the Agreement, if any, thereof duly incorporated therein. All of the above documents are intended to 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 execution of the contract.

(a) The District will not consider any modifications to the agreement. Bidder understands that if they are awarded the contract, the agreement must be acknowledged and executed as is. If Bidder is not willing to execute the agreement as is, they are asked not to submit an RFP for consideration.

17. Insurance and Workers' Compensation. The successful Bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth below during the term of the contract. The Certificate must contain current coverage dates and the following liability limits:

COMMERCIAL GENERAL LIABILITY	LIMITS
EACH OCCURANCE OR GENERAL AGGREGATE	\$1,000,000 \$2,000,000
AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT, PER OCCURRENCE OR UMBRELLA EXCESSIVE LIABILITY – AGGREGATE	\$1,000,000 \$2,000,000
WORKERS COMPENSATION	\$1,000,000

For all insurance coverages provided by successful bidder, the following terms apply:

- (a) All liability policies are to contain, or be endorsed to contain, the following provisions:
1. Successful Bidder agrees to defend, indemnify, save and hold harmless the District, its Governing Board, officers, employees, agents, and representatives;
 2. Named additional insured endorsements for the District, its Governing Board, officers, employees, agents, and representatives. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the successful Bidder; products and completed operations of the successful Bidder; premises owned, occupied or used by the successful Bidder; or automobiles owned, leased, hired or borrowed by the successful Bidder. The coverage shall contain no special limitation on the scope of the protection afforded to the District, its Governing Board, officers, employees, agents, and representatives.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by successful Bidder, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

18. Hold Harmless/Indemnification and Insurance. The successful bidder awarded the contract will be required to defend, indemnify and hold harmless the Garden Grove Unified School District, its governing board, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:

- A. Any injury to property or person including death, sustained by the bidder or by any person, firm, or corporation, employed by the bidder, directly or indirectly upon or in connection with the services hereunder, however caused; and
- B. Any injury to property or person, including death, sustained by any firm or corporation, caused by any error, omission, neglect, or torturous act of the bidder, its officers, agents, or employees, upon or in connection with the services hereunder, whether the injury or damage occurs upon or adjacent to the premises whose services hereunder are performed
- C. The Supplier, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings, that may be brought or instituted against the Garden Grove Unified School District on any such claim, demand, or liability, and pay or satisfy any judgment that may be rendered against the Garden Grove Unified School District, its officers, agents or employees in any such action, suit, or other proceedings as a result of A and/or B above.

19. License and Permits. Bidder represents and warrants to the District that all services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that the Bidder has all the permits, qualifications and approvals of whatsoever nature which are legally required for Bidder to practice its profession. Bidder represents and warrants to the District that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Bidder to practice its profession.

20. Anti-Discrimination. In connection with all work performed under this proposal, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Bidder agrees to comply with applicable federal and state laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the successful Bidder agrees to require like compliance by any sub-Contractor of such Bidder.

21. Drug-Free Workplace Certification. Pursuant to Government Code section 8350 et seq., the successful Bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The Bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

22. Tobacco Use Policy. Bidder has been advised and is aware that District has adopted a Board policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Bidder shall be responsible for the enforcement of District's tobacco-free policy among all Bidder's employees and sub-Contractor while on District property. Bidder understands and agrees that should any employee or sub-Contractor of Bidder violate the District's Board policy after having already been warned once for violating District's tobacco-free policy, Bidder shall remove the individual for the duration of the Agreement. Bidder shall not be entitled to any additional compensation and/or time in completing the work for such removal.

23. Non-collusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each proposal must be accompanied by a Non-collusion Declaration.

24. Criminal Records Check. The successful Bidder will be required to comply with the applicable requirements of Education Code section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

(a) Bidder will conduct a criminal background check of all employees, agents, and representatives assigned to the district that will enter the sites and other Districts' facilities for purposes of providing material and services covered by this proposal during normal Districts' hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of a serious or violent felony as specified will have contact with pupils. Bidder will provide District with a list of all employees providing services pursuant to this proposal. In the alternative, Bidder shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities during normal District hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 45125.1.

25. Public Information. All materials received by the District in response to this RFP shall be made available to the public. If any part of a Bidder's material is proprietary or confidential, the Bidder must identify and so state, and be submitted separate of the proposal documents. Any Bidder information used to aid in proposal selection must not be restricted from the public.

26. Force Majeure. The parties to the contract may be excused from performance during the time and as the extent that they are prevented from performing by any acts of God, fire, strike or commandeering of materials. Products, or facilities by the government, when satisfactory evidence thereof is presented to the other part, provided that the nonperformance is not due to the fault of neglect of the part who does not perform.

27. Deviations from Proposal Terms and Conditions. Deviations from any proposal term or condition may cause a proposal to be rejected as nonresponsive.

28. Independent Contractor. Bidder is and shall at all times be deemed to be an independent Contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and Bidder or any of Bidder's agents or employees. Bidder assumes exclusively the responsibility for the

acts of its employees as they relate to the services to be provided during the course and scope of their employment. Bidder, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

29. Prohibited Interests. No official of the DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, approve, or take part in negotiating, making accepting or approving this Contract, shall become directly or indirectly interested financially in this Contract or in any part thereof. Bidder shall receive no compensation and shall repay DISTRICT for any compensation received by Bidder hereunder, should Bidder aid, abet or knowingly participate in violation of this Article.

30. District's Right to Terminate Contract.

(a) If the Bidder refuses or fails to deliver with such diligence as will insure its complete delivery within the time specified or any extension thereof, or if the Bidder should file a petition for relief as a debtor, or should relief be ordered against bidder as a debtor, under Title II of the United States Code, or if Bidder should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, or if Bidder should otherwise be guilty of substantial violation of any provision of this Contract, then DISTRICT may, without prejudice to any other right or remedy, serve written notice upon Bidder and its surety if applicable, of DISTRICT'S intention to terminate this Contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to DISTRICT for the correction thereof be made, this Contract shall upon the expiration of said ten (10) days, cease and terminate. In such case, Bidder shall not be entitled to receive any further payment until performance is completed.

(b) If the unpaid balance of the Contract price shall exceed expense of completing performance under the Contract, including compensation for additional services, such excess shall be paid to Bidder. If such expense shall exceed such unpaid balance, Bidder shall pay the difference to the DISTRICT.

(c) the foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

31. State Audit. Pursuant to and in accordance with the provisions of Government code Section 10532, or any amendments thereto, all books, records and file of the DISTRICT or any Bidder connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Contract. Bidder shall preserve and cause to be preserved such books, records and files for the audit period.

32. Duty to Provide Fit Workers.

(a) Bidder shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Bidder to ensure compliance with this Article.

(b) Any person in the employ of the Bidder whom DISTRICT may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the DISTRICT site and shall not again be employed except with written consent of DISTRICT.

33. Protection of Persons and Property. The bidder shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the execution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the DISTRICT. All work shall be solely at the Bidder's risk with the exception of damage to the work caused by "acts of God" as defined in Government Code Section 4151 (b).

34. Bidder Claims. If the Bidder shall claim compensation for any damage sustained by reason of the acts of the DISTRICT or its agents, Bidder shall, within five (5) days after sustaining of such damage, make to the DISTRICT a written statement of the damage sustained. On or before the fifteenth day of the month succeeding that in which such damage shall have been sustained the Bidder shall file with the DISTRICT

an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, Bidder's claims for compensation shall be forfeited and invalidated and shall not be entitled to consideration for payment on account of any such damage.

35. No Assignment. The bidder shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of its rights, title or interest, without the previous consent in writing of the DISTRICT; and the Bidder shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If the Bidder shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such as attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever; the Contract may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Bidder, and to its purported assignee or transferee. No right under the Contract, not any right to any money to become due hereunder, shall be asserted against the DISTRICT in law and equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any moneys to become due hereunder, unless authorized as set forth herein by written consent of the DISTRICT. Any assignment of money due under this Contract shall be subject to prior lien for services rendered or material supplied for performance of work called for under said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, Government Code and/or of Civil Procedure and shall also be subject to deductions for liquidated damages or withholding of payments as determined by the DISTRICT in accordance with this Contract.

36. No Waiver. The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

37. Invoices & Payments. Unless otherwise specified, the bidder shall render invoices in triplicate for materials delivered or services performed under the Contract to the Accounting Department of the District. Invoices shall be submitted immediately in a form acceptable to the DISTRICT, under the same firm name as shown on the Contract. The DISTRICT shall make payments for materials, supplies or services furnished under the Contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative. The Board will make payments to Contractor in accordance with actual deliveries made on acceptances by the Board. Partial payments made to the Contractor do not in any way relieve Contractor of his responsibility to complete the entire Contract.

38. Variation in Quantity. No variation in quantity of any item called for by this order shall be accepted, unless agreed to and specified elsewhere in this order.

39. Discounts. In connection with any discount offered, the discount period shall begin on the date of delivery and acceptance at destination, and/or the date the correct invoice is received in the Accounts Payable office, and/or on the date final approval for payment is authorized if an adjustment in payment is necessary due to damage, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the warrant.

40. Inspection and Acceptance. Inspection and acceptance will be at the destination, unless otherwise provided. Regardless of the F.O.B. point, the bidder agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery; and such loss, injury, or destruction shall not release the Supplier from the obligation hereunder.

41. Packaging. All items shall be prepared and packed for delivery or shipment in a manner that will prevent damage in transit. The District shall not be liable for extra charges for packing or cartage unless specified elsewhere in this order.

42. Hazard Analysis Critical Control Point (HACCP) Plan Contractor on this contract must have a HACCP Program in place for the company. Copy of HACCP Plan must be submitted with this proposal. All fresh produce to be furnished shall be processed in a plant where a high standard of sanitation is always maintained. The plant must be adequately ventilated and must be above ground level. The successful Distributor will be requested to furnish evidence of certificate of sanitation issued by the City and/or County Health Departments.

43. Disaster Contingency Plan. A copy of the bidder's Disaster Contingency Plan must be submitted with this proposal.

44. Food Security and Safety Program. A copy of the bidder's Food Security and Safety Program must be submitted with this proposal.
45. Product Recall Program. A copy of the bidder's product Recall Program must be submitted with this proposal.
46. Department of Education-Child Nutrition Division Forms:
1. Per the California Department of Education, Child Nutrition and Food Distribution Division, School Nutrition Programs Unit, the attached forms (Suspension and Debarment Certification, U.S. Department of Agriculture, and Disclosure of Lobbying Activities) must be completed and submitted with this proposal. Proposals received without these forms/certifications will not be considered. (See Attached)
 2. Additionally, if this contract's purchase volume will exceed \$1,000,000, the Contractor must complete a certification as part of the Iran Contracting Act in accordance with Public Contract Code Sections 2202-2208.
47. Substitution/Inspection. All items/materials received by the District shall be subject to inspection and rejection. The District may return at the bidder's expense any item which fails to meet the conditions of the proposal, such items should be considered as rejected and promptly replaced by the bidder. No payment shall be required until replacement is complete. Any item or product damaged in delivery/shipment may be refused by the District and may be returned at the bidder's expense. The successful bidder understands that substitutions deviating from the Buy American provision will not be accepted unless prior approval is received from the District. Substitutions quoted will be accepted only if the District determine them to be equal in all respects to that specified in the proposal. If the District requests samples in order to make the determination on whether the substitution is as equal, the samples should be submitted at no cost to the District.

PROPOSAL FORM

Name of Bidder: _____

To: Garden Grove Unified School District, acting by and through the Governing Board, herein called the “District”

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Proposals, Proposal Objective, Information for Bidders, Proposal Form, Proposal Pricing Form, Instructions for Submitting Proposals, Grove Unified School District Map, Non-collusion Declaration, Workers Compensation Certificate, Drug Free Workplace Certification, Notice to Contractor Regarding Criminal Records Check Certification, Certification by Contractor Criminal Records Check, Tobacco Use Policy Certification, Certification of Primary Participant Regarding Suspension and Debarment Certification, Disclosure of Lobbying Activities, Buy American, Iran Contracting Act, General Conditions, special conditions, all insurance requirements and all modifications, addenda and amendments, items called for in the Agreement, if any, (hereinafter proposal documents), the local conditions affecting the performance of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the proposal documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all labor, materials, supplies, tools, expendable equipment, and all of the labor, materials, supplies, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Request for Proposal No. 2010 Fresh Fruit & Vegetable Program (FFVP) Produce for Food Services

All in strict conformity with the proposal documents, including addenda Nos. ____, ____, ____, on file at the office of the District pursuant to the sums as set forth in the proposal pricing evaluation form attached hereto and incorporated herein.

2. The District reserves the right to withdraw this request for proposals, reject or negotiate any and all proposals, and to waive any irregularities. The District reserves the right to postpone the proposal opening date for its own convenience. Bidder agrees that this proposal shall remain open and not be withdrawn for the period specified in the Information for Bidders, section 10, Withdrawal of Proposals.

3. The term of this contract will be from July 21, 2021 through July 20, 2022. The District may cancel this contract or any portion thereof at any time during the term of service and such cancelations shall be effective upon giving thirty (30) days’ written notice to the Contractor. The term of the agreement may be extended upon mutual consent of the District and the successful bidder for an additional two (2) one (1) year periods. This option will be exercised only if the Contractor has demonstrated exceptional performance in the provision of service to the District. The maximum term of the Agreement shall not exceed three (3) years.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the Bidder, the Bidder will execute and deliver to the District the Agreement and will also furnish and deliver to the District certificates and endorsements of insurance, Workers Compensation Certificate, Drug Free Workplace Certification and Tobacco Use Policy Certification within ten (10) calendar days of the notice of award of the contract, or as otherwise requested in writing by the District.

5. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the Bidder at the address stated below.

6. The name(s) of all persons interested in the proposal as principals are as follows:

Name	Address	Email	Phone Number

7. The Bidder hereby warrants that the Bidder has all appropriate licenses and/or permits to perform the work as specified in the proposal documents and that such licenses and permits will be in force and effect throughout the Agreement. Bidder shall be nonresponsive if the Bidder is not licensed as required by the District at the proposal opening. Any and all sub-contractor to be employed by the undersigned shall have appropriate licenses at the time of the proposal opening.

8. In submitting this proposal, the Bidder offers and agrees that if the proposal is accepted, it will assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from purchases of goods, materials, or services by the Bidder for sale to the District pursuant to the proposal. Such assignment shall be made and become effective at the time the District tenders final payment under the contract. (Public Contract Code section 7103.5; Government Code sections 4450, 4451 and 4552).

9. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

10. It is understood and agreed that is requested by the District, the Bidder shall furnish a notarized financial statement, references, and other information required by the District sufficiently comprehensive to permit an appraisal of Bidder's ability to perform the work.

11. The required non-collusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

12. Failure to complete the Proposal Form and Proposal Pricing Evaluation Form in its entirety will render a Bidder nonresponsive.

13. Bidder shall certify compliance in providing the following by checking below:

Product Recall Program

-A copy of the bidders Product Recall Program must be submitted with proposal.

Disaster Contingency Plan

-A copy of the bidders Disaster Contingency Plan must be submitted with proposal.

Food Security and Safety Program

-A copy of the bidders Food Security and Safety Program must be submitted with proposal.

Hazard Analysis Critical Control Point (HACCP) Plan

-A copy of the bidders HACCP Plan must be submitted with proposal.

Buy American Provision

“BUY AMERICAN” Requirement

Section 104(d) of the William F. Goodling Child Nutrition reauthorization Act of 1998 requires that schools and institutions participating in the School Nutrition Programs in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for the use in the meals served under the programs. The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States as defined in 7CFR 210.21(d). Substantially means over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural components that are comprised of over 51% domestically grown items, by weight or volume.

For products procured by the District for use in the Child Nutrition Program using nonprofit food service account funds, the products' food component is considered the agricultural commodity. Food component is defined as one of the food groups which comprises reimbursable meals. The food components are: meats/meat alternates/ grains, vegetables, fruits, and fluid milk. Please refer to USDA 7CFR 210.2 for full definition.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. Information regarding exceptions and the Buy American memo, SP 38-2017, can be found at <https://www.fns.usda.gov/cn/compliance-enforcement-buy-american>

To ensure compliance with the Buy American provision, the District requires that bidders submit a certification of domestic origin for all the components of the products submitted with their bid. And if available, bidder to submit a copy of the case label that identifies the state and the country of origin.

The District may deem a bid as "unresponsive" and ineligible for contract award if certification and/or case label are not included with their bid. Furthermore, should the bidder be awarded a contract, contractor will be required to identify the state and the country of origin for each item listed on the Distributor's packing list/bill of landing and on Distributor's invoice. Noncompliance with the terms and conditions of the contract award and with the Buy American Provision may result in contract cancellation.

14. Choose California Produce Act

In compliance with Chapter 7 Part I of Division 21 of the Food and Agricultural Code, where price, fitness, and quality being equal, the District will give preference to supplies and produce that is grown, manufactured or produced in the State of California.

The District requires all bidders to provide information of where the supplies and produce is grown, manufactured or produced for each item submitted on the bid. The District may deem a bid as "unresponsive" and ineligible for contract award if failure to include this information with their bid. Information on Assembly Bill No. 822 regarding Choose California Produce Act can be found at https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180AB822

15. Department of Education-Child Nutrition Division Forms:

- a. Per the California Department of Education, Child Nutrition and Food Distribution Division, School Nutrition Programs Unit, the attached forms (Suspension and Debarment Certification, U.S. Department of Agriculture, and Disclosure of Lobbying Activities) must be completed and submitted with this proposal. Proposals received without these forms/certifications will not be considered. (See Attached)
- b. Additionally, if this contract's purchase volume will exceed \$1,000,000, the Contractor must complete a certification as part of the Iran Contracting Act in accordance with Public Contract Code Sections 2202-2208.

Contact Person: _____
Description of Product: _____

4. Name: _____
Address: _____
Telephone: _____
Contact Person: _____
Description of Product: _____

The undersigned hereby declares that all of the representations of this proposal are made under penalty of perjury under the laws of the State of California.

Individual

Name: _____
Signed By: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____

Partnership

Name: _____
Signed By: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____
Other Partner(s): _____

.....

Corporation

Name: _____
(a _____ Corporation*)

Business Address: _____

Telephone: _____, President Date: _____

Signed By: _____, President Date: _____

Print Name: _____, President Date: _____

Signed By: _____, Secretary Date: _____

Print Name: _____, Secretary Date: _____

[Seal]

Joint Venturer

Name: _____

Signed By: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to

If an individual: _____

Joint Venture:

(Name)

Signed By: _____

Print Name: _____

Date: _____

Doing Business as: _____

Telephone: _____

If a partnership: _____

(Name)

Signed By: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____
If a Corporation: _____
(a _____ Corporation*)
Signed By: _____
Print Name: _____
Title: _____
Date: _____
Business Address: _____
Telephone: _____

* A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

PROPOSAL PRICING FORM

Description	Number of Cases	Unit	Unit Pricing
Apple Pears- 72 ct.	50		
Apples- Crimson Gold- 120 ct.	26		
Apples - Fuji - 160 ct.	42		
Apples - Granny Smith - 160 ct.	18		
Apples - Opal - 70 ct.	34		
Bananas - 100 ct.	34		
Bananas - 80 ct.	<u>77</u>		
Beans - Green - 900 ct.	<u>10</u>		
Berries - Blackberry - 12ct.	<u>73</u>		
Berries - Blueberry - 12 ct.	<u>53</u>		
Berries- Caped Gooseberry-180ct.	3		
Berries - Kiwiberrv - 12 ct.	78		
Berries - Pichuberrv - 12 ct.	68		
Berries - Strawberry - 8 ct.	<u>79</u>		
Broccoli Cut Fruit/Vegetable - 2oz Packs - 50 Servings	<u>96</u>		
Cantaloupe Cut Fruit/Vegetable - 2oz Packs - 50 Servings	<u>177</u>		
Carrots - French Baby – 160 ct.	21		
Carrots - Purple Baby - 160 ct.	22		
Celery Sticks Cut Fruit/Vegetable - 2 Sib Trays - 50 Servings	27		
Clementines - 100 ct.	32		
Clementines - 120 ct.	31		
Edamame Cut Fruit/Vegetable - Half Cups - 50 Servings	116		
English Cucumbers Cut Fruit/Vegetable - 2oz Packs - 50 Servings	343		
Fruit Mix Chunks Cut Fruit/Vegetable - 2oz Packs - 50 Servings	270		
Grape Tomatoes Cut Fruit/Vegetable - 2oz Packs - 50 Servings	32		
Honeydew and Grapes Cut Fruit/Vegetable- 2oz Packs- 50 Servings	55		
Honeydew Cut Fruit/Vegetable - 2oz Packs - 50 Servings	66		
Jicama Sticks Cut Fruit/Vegetable -2oz Packs- 50 Servings	509		
Kiwis - 100 ct.	28		
Kumquats - 200 ct.	44		
Limes - Sweet - 140 ct.	28		
Mandarins - 100 ct.	33		
Mandarins- Satsuma- 120 ct.	31		
Mangoes Cut Fruit/Vegetable - 2oz Packs - 50 Servings	449		
Nectarines - Yellow - 120 ct.	62		
Orange Wedges Cut Fruit/Vegetable - 2oz Packs - 50 Servings	54		
Oranges - Blood - 60 ct.	38		
Oranges - Cara Cara - 113 ct.	25		
Organic Mandarins - Gold - 100 ct.	33		
Passion Fruit - 23 ct.	41		
Peaches - Yellow - 100 ct.	33		
Peas - Sugar Snap - 175 ct.	15		
Peppers - Sweet Mini Medley - 12 ct.	32		

Description	Number of Cases	Unit	Unit Pricing
Persimmons - Fuyu - 60 ct.	41		
Persimmons- Percinnamon - 90 ct.	31		
Pineapples Cut Fruit/Vegetable – 2.5 LB Trays- 50 Servings	49		
Pineapples Cut Fruit/Vegetable - 2oz Packs - 50 Servings	138		
Plums - Black - 150 ct.	23		
Pluots - 56 ct.	51		
Radishes - Easter Egg- 160 ct.	39		
Rambutans - 50 ct.	63		
Red Pepper Strips Cut Fruit/Vegetable - 2oz Packs - 50 Servings	32		
Squash Sticks Cut Fruit/Vegetable - 2oz Packs - 50 Servings	39		
Strawberries Cut Fruit/Vegetable - 2oz Packs - 50 Servings	216		
Tangerines - Pixie - 80 ct.	76		
Tomatoes - Baby Heir - 300 ct.	16		
Tomatoes - Heirloom Cherry Medley - 12 ct.	16		
Watermelon Cut Fruit/Vegetable - 2oz Packs - 50 Servings	340		
Yam Sticks Cut Fruit/Vegetable - 2oz Packs - 50 Servings	39		

Products and Pricing

Orders will be based on the enrollment amounts listed in the RFP and the menu agreed upon at the time of award. Changes in order amounts or produce items will be provided to the Distributor at least one week in advance of scheduled delivery.

Prices listed (per serving) on the submitted RFP will be the prices charged on the invoice.

Service

- a. Delivery of fresh fruit or vegetable in the morning is necessary to ensure high quality produce served. One fruit or vegetable item will be ordered/delivered in the specified quantities at each location (see grid below). Quantities are subject to change based on changes to enrollment.
- b. The origin of where fruits and vegetables are grown is important to the nutritional information component of this grant. Locally grown within the state of California is preferred, if seasonally available.
- c. Nutritional information is an important component of this grant and is required to be provided to students. GGUSD wishes to partner with the awarded produce Distributor to provide nutrition education to schools that reinforces healthy eating habits at no additional cost. The awarded Distributor may provide at least one of the following options (check each that may be provided). Include samples of nutrition materials with your RFP packet.

Check each option that can be provided:

- o Monthly nutritional information and/or activities for teachers. Grade appropriate for K-6 instruction. Lesson plans must include California Education Standards (<http://www.cde.ca.gov/be/st/ss/>). Must provide one packet per teacher.
- o A nutritional information flyer in English, Spanish and Vietnamese for schools to send home. Flyers shall be delivered _____ (**fill in how often**) per week/month (**circle frequency**). Flyers shall be sorted in packets of 30. Flyers shall include information on the fruits served that week/month when possible. Quantities of packets will be dependent on final enrollment counts
- o Student assembly on topics such as anatomy of fruits and vegetables, agriculture and farming, MyPlate, healthy eating, etc. May provide assembly for each grant awarded school. Submit a marketing brochure or flyer with details of the assembly with RFP packet, if available.

o Other: (submit copy/brochure with RFP packet) _____

d. GGUSD will provide 48-hour advance notice on changes to the nutritional information delivery quantities.

Deliveries

- a. Deliveries shall be made to the cafeteria at each school, list of school sites will be provided after award of contract, during the period of this contract, unless otherwise arranged with the Assistant Food Service Director, Nutrition Coordinator or designee.
- b. A minimum of three deliveries each week (Tuesday, Wednesday, and Thursday) shall be made between the specified times and locations (Please see example grid below as reference.) Additional deliveries may be scheduled to utilize all grant funds.
- c. Fruits and vegetables shall be delivered in the specified quantities based on enrollment and participation.
- d. Should the Distributor be unable to make a delivery due to a holiday or emergency, arrangements for an alternate delivery day shall be confirmed with the Assistant Food Services Director, Nutrition Coordinator or designee.
- e. Cases delivered shall be labeled with the school and number of cases delivered (i.e. 1 of 4, 2 of 4, etc.)
- f. All fresh produce shall be delivered in refrigerated trucks maintaining goods at 41 degrees Fahrenheit or less. Temperature logs must be provided as requested by the district
- g. Produce must be delivered pre-washed or farm-rinsed and in a ready-to-eat state.
- h. Products not meeting the GGUSD quality standards shall be replaced within the same day at no additional cost.
- i. Substitutions shall be rejected unless specific authorization by the Assistant Director of Food Services or the Nutrition Coordinator or designee is secured in advance.
- j. A packing list must be included with each delivery and must be signed by GGUSD Food Services employee at time of delivery. The GGUSD Food Services employee should receive at least 2 copies of the invoice.

Example of Delivery Time Schedule and approximate Participation

Delivery Time	Approximate Participation
No Later Than 9:00 AM	650
No Later Than 9:00 AM	673
No Later Than 9:00 AM	401
No Later Than 9:00 AM	618
No Later Than 9:00 AM	404

Check box & initial to indicate delivery times can/cannot be met.

Daily delivery times can be met as specified above. Initial: _____

Daily delivery times need to be adjusted. Proposed delivery schedule is attached. Initial: _____

Daily delivery requirements cannot be met. Initial: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE#: _____ **FAX#:** _____

AUTHORIZED AGENT SIGNATURE: _____

DATE: _____

SAMPLES

Samples of food products **will be required** for evaluation and taste testing. Samples will be required to be delivered to the District at the bidders' expense. Bidders are hereby notified to have samples ready and submitted for prompt evaluation on June 17, 2021 between the hours of 11AM -2:00 PM. Requested samples which cannot be provided at that time may not be considered for award. All samples should be prepared and presented as they would be served to students.

Sample Requirements:

- ❖ Quantity of 1 – Blackberry Berries 12 ct.
- ❖ Quantity of 1 – Edamame- Half Cups- 50 Servings
- ❖ Quantity of 1 – Squash Sticks 2 oz Packs- 50 Servings
- ❖ Quantity of 1 – Strawberries 2 oz Packs- 50 Servings
- ❖ Quantity of 1 – Tangerines- 80ct.

Evaluation/Award Criteria:

1. It is the intent of GGUSD to award the RFP based on these criteria. Each proposal will be scored on a scale of 1 to 100 points.

- o Up to 50 points based on price
 - Bidders providing produce lists and menus including seasonal items July, 2021 - June, 2022 (scheduled school days only) can earn up to 50 points.
- o Up to 30 points based on variety
 - One point will be provided (up to a maximum of 30 points) for each unique item served. No points will be given for the following items: apples (granny smith, red delicious), pears (D' Anjou), bananas, red grapes, celery, carrots as these items are routinely available to Garden Grove Unified School District students in the National School Lunch Program and School Breakfast Program.
 - Five points will be deducted if a vegetable serving is not on the menu every week.
- o Up to 5 points based on nutrition information and activities
- o Up to 15 points based on service and delivery

2. It is the intent of the District to award the RFP to one produce Distributor for service between July 21, 2021 and July 20, 2022.

3. The Garden Grove Unified School District reserves the right to reject any and all proposals.

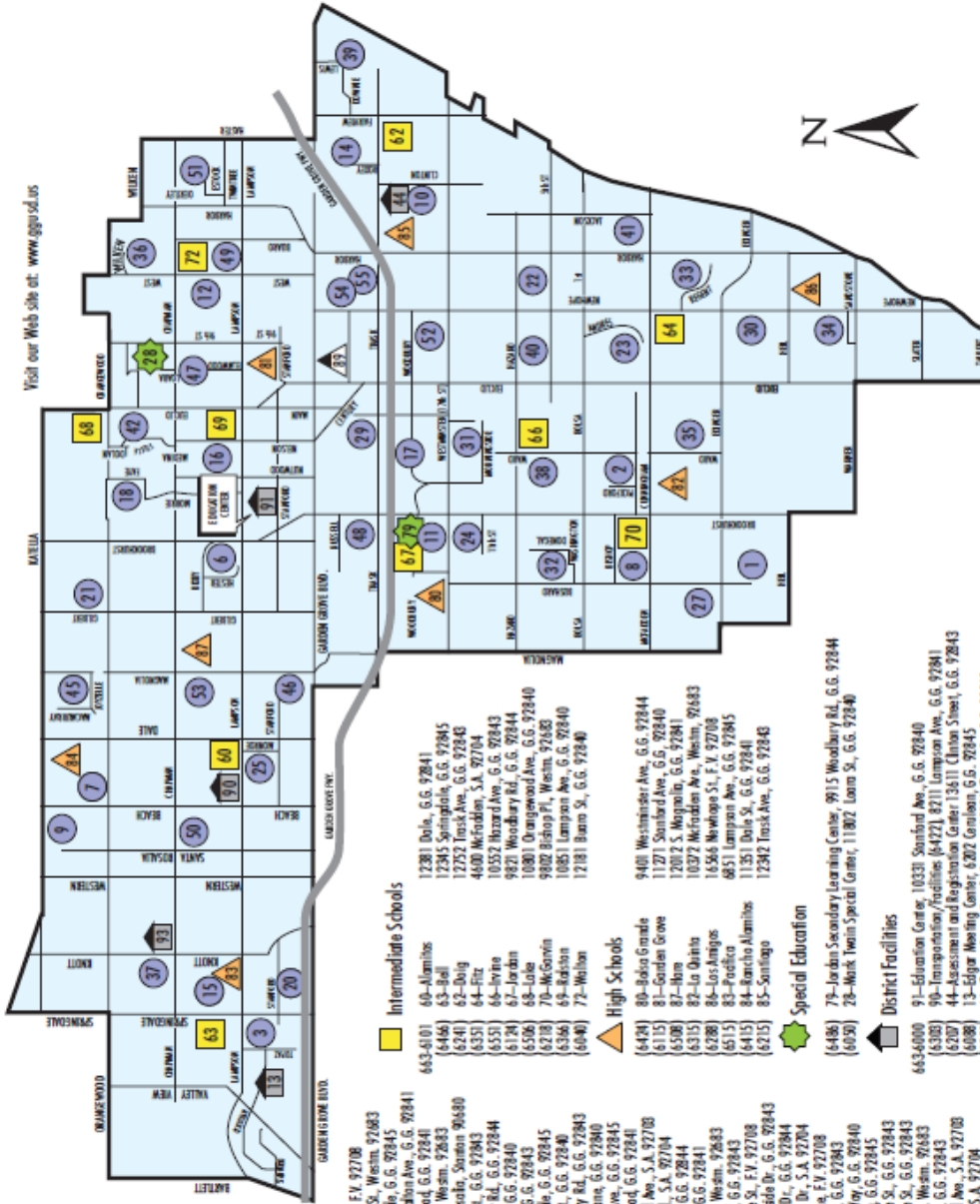
GARDEN GROVE UNIFIED SCHOOL DISTRICT MAP

9/0215
Rev. 11/2018



Visit our Web site at: www.ggsd.us

School district telephone numbers begin with (714) 663-. The last four digits for schools/district facilities are in parenthesis reading each site below.



- PreK
 - 463-6228 1-Allen
 - 6104 2-Anthony
 - 6164 3-Barker
 - 6554 6-Broadhurst
 - 6461 7-Bryant
 - 6209 8-Cervell
 - 6487 9-Cerros (EEC)*
 - 6146 10-Clinton
 - 6251 11-Cook
 - 6294 12-Crosby
 - 6401 14-Eisenhower
 - 6205 15-Enders
 - 6558 16-Evans
 - 6106 17-Excalibur
 - 6253 18-Foylane
 - 6074 20-Garden Park
 - 6318 21-Gilbert
 - 6403 22-Hazard
 - 6108 23-Helms
 - 6581 24-Hill
 - 6253 25-Jawana
 - 6208 27-McNabb
 - 6131 29-Mitchell
 - 6208 30-Norris
 - 6405 31-Waringado
 - 6371 32-Murdy
 - 6377 33-Newhope
 - 6118 34-Northall
 - 6264 36-Parkview
 - 6384 37-Porton
 - 6085 54-Peters (43)
 - 6070 55-Peters (44)
 - 6364 38-Prest
 - 6363 39-Rivada
 - 6418 40-Rocha
 - 6151 41-Russell
 - 6096 42-Summas
 - 6366 46-Syriak
 - 6458 46-Sanford
 - 6484 47-Sunley
 - 6158 48-Sunyard
 - 6203 49-Valeria
 - 6407 50-Walton
 - 6331 51-Warren
 - 6461 52-Woodbury
 - 6353 53-Dylan
- Intermediate Schools
 - 643-6101 60-Alambic
 - 6464 63-Bell
 - 6241 62-Bug
 - 6351 64-Fitz
 - 6551 66-Iveta
 - 6178 67-Jordan
 - 6508 68-Lala
 - 6218 70-McGavin
 - 6356 69-Robson
 - 6040 72-Wilson
- ▲ High Schools
 - 6428 80-Baba Gmala
 - 6115 81-Garden Grove
 - 6315 87-Ham
 - 6280 86-Los Angeles
 - 6615 83-Pedraza
 - 6415 84-Rancho Alamitas
 - 6215 85-Santiago
- ◆ Special Education
 - 6486 79-Jordan Secondary Learning Center, 9915 Woodbury Rd., G.G. 92844
 - 6050 28-Mark Twin Special Center, 11807 Lann St., G.G. 92840
- 🏠 District Facilities
 - 663-6000 91-Education Center, 10331 Sunbird Ave., G.G. 92840
 - 6207 44-Transition/Facilities (4422), 4211 Lamson Ave., G.G. 92841
 - 6080 13-Assessment and Registration Center, 13611 Clinton Street, G.G. 92843
 - 6290 13-Edgar Hearing Center, 6202 Genlani, G.G. 92845
 - 6185 14-Clinton Center Family Campus, 13831 Clinton St., G.G. 92843
 - 6411 93-Clayton Heritage Center, 11632 Kent St., G.G. 92841
 - 6411 44-Family Resource Center, 13611 Clinton Street, G.G. 92843
- ▲ Adult Education
 - 6291 89-Lincoln Education Center, 11262 Garden Grove Blvd., G.G. 92843

INSTRUCTIONS FOR SUBMITTING PROPOSALS

WARNING: READ THIS DOCUMENT CAREFULLY, DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

Proposal Format and Required Information

Distributors responding to this RFP must follow the format below. Proposals should be written in ink or typed and properly and legibly filled out, include responses to all questions, and are to be verified before submission, as they cannot be corrected after proposals are opened. Distributors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. It is the sole responsibility of the Distributor to see that his/her proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the Distributor unopened, No oral or telephonic modification of any proposal submitted will be considered. Proposals are to be mailed to the Garden Grove Unified School District, Purchasing Department at 1 0331 Stanford Avenue, Garden Grove, CA 92840.

Proposal Components

Cover Letter (one page maximum)

Relevant Qualifications/Experience - Distributor Evaluation/Questionnaire

Distributor shall be required to respond to each of the following questions completely to be considered and are encouraged to provide detailed responses. Provide your answers on the Distributor Evaluation/Questionnaire included with this RFP (page 26)

Reference List {one page maximum}

Please supply the contact information for four (4) School District Food & Nutrition Departments and/or any public agencies that can verify all of the information supplied in the "Relevant Qualifications/Experience - Distributor Evaluation/Questionnaire". List must include the following information for each contact:

- a. District name
- b. Address
- c. Contact name and telephone number

NONCOLLUSION DECLARATION

TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSAL

(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, 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 Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham proposal. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham proposal, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Bidder. All statements contained in the proposal are true. The Bidder 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 purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2021, at _____ [city], _____ [state].

Signature: _____

Print Name: _____

WORKERS COMPENSATION CERTIFICATE

(Labor Code section 3700)

"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 either as an individual employer or as one employer in a group of employers, 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 or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code section 3700 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 of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

(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 the Agreement.)

DRUG FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services 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 awarded by a State agency may be subject to suspension of payments or termination of the contract and the Service Provider may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract 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 the person's or organization's 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:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, 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 substance 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, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

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.

Name of Contractor: _____ Title: _____

Signature: _____ Date: _____

Print Name: _____

NOTICE TO CONTRACTOR REGARDING CRIMINAL RECORDS CHECK

(Education Code Section 45125.1)

Education Code section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The Contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR CRIMINAL RECORDS CHECK

To the Governing Board of Garden Grove Unified School District:

I, _____ certify that:

Name of Contractor

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1).
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____ (Date).

Signature: _____

Typed or Printed Name: _____

Title: _____

Address: _____

Telephone: _____

TOBACCO USE POLICY CERTIFICATION

In the interest of public health, the Garden Grove Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Name of Contractor: _____

Signature: _____

Date: _____

IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

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

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

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

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

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 Contractor 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 Contractor or existing Contractor before any transactions can occur between the sponsor and the Contractor 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 Contractor 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 Contractor and/or existing Contractor before any transactions can occur between the SFA and the Contractor 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 to 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
- Contractor 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 Contractor 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 Request for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and contract amendments/renewals submitted to the CDE, CNFFD, 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 Agnes Lally, Food Service Director, by phone at 714-663-6155 or by e-mail at alally@ggusd.us.

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential Contractor 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 Contractor 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 Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**California Department of Education School Nutrition Programs Unit
Child Nutrition and Food Distribution Division April 1998
Approved by OMB
0348-0046**

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING

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

DISCLOSURE OF LOBBYING ACTIVITIES

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: <p align="center">Prime Subawardee Tier _____, if known</p> 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: _____	

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

CONFLICT OF INTEREST

All bidders shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME

SIGNATURE AND DATE

TITLE OF OFFICER

NAME OF COMPANY

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by Districts in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:

- | | | |
|-----------------------------------|-------|------|
| a. Were you a full-time employee? | [Yes] | [No] |
| Part-Time employee? | [Yes] | [No] |
| As-Needed employee? | [Yes] | [No] |
| Consultant? | [Yes] | [No] |
| Or other, please | | |

Explain: _____

b. What were the date(s) of your employment/employment contract/consulting contract?

c. In which department(s) of Districts did you work?

d. Who was/were your Supervisor(s)?

e. Please describe your job duties and responsibilities for each Districts position held?

f. What was your last date of employment?

2. Do any Board of Trustees member(s) or Districts employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

a. What is the name of the Board member(s) or employee(s)?

b. What is his/her position with your company?

c. If a Board of Trustees member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

3. Are any of your former employee(s), (Consultants) presently employed by Districts? [Yes] [No]. If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

b. What was his/her title at your company?

If he/she held more than one position(s) with your company, please provide the title of each positions) held.

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

d. What were the date(s) of his/her employment?

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this day, _____2021; in the (Month),_____,(City)_____ (State)_____

(Signature)

(Printed Name)

(Title)

BUY AMERICAN WAIVER EXCEPTION LIST

This documentation is required for all food items that ***are not*** produced and processed in the U.S. with least 51% of its agricultural food components, by weigh or volume, from the U.S. The Buy America regulations state:

Exceptions. The purchase requirements described in paragraph (a) of this section shall not apply in instances when the recipient agency determines:

- (1) recipients have unusual or ethnic food preferences which can only be met through purchases of products not produced in the U.S.;
- (2) the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality;
- (3) the cost of U.S. produced food products is significantly higher than foreign products.

[53 FR 27476, July 21, 1988, as amended at 58 FR 39122, July 22, 1993; 67 FR 65015, Oct. 23, 2002]

Line Item Number	Description	Domestic Price	Non-Domestic Price (Foreign Product)	Reason for Waiver	Country of Origin
<i>Sample</i>	<i>Sample: Ground Cinnamon</i>	<i>NA</i>		<i>Product is not produced in the U.S. in sufficient and reasonable quantities</i>	
<i>Sample</i>	<i>Sample: Canned Pineapple</i>	\$29.95	\$59.95	<i>U.S. Canned Pineapple is Significantly higher in cost (more than 10%)</i>	

(Copy, complete and sign for additional line items)

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification, the Proposer is acknowledging the Buy American requirements per Instructions and will provide the requested documentation when offer of awarded item has been made to Distributor.

Company: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

FEDERAL NONDISCRIMINATION STATEMENT

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD- 3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights I400 Independence Avenue, SW

Washington, D.C. 20250-94 IO; (2) Fax: (2) Fax: (202) 690-7442; or

E-mail: program.intake@usda.gov.

This institution is an equal opportunity provider.

SPECIAL CONDITIONS

1. Samples. Party may be required to submit samples of the RFP items upon request by the Assistant Food Services Director, Nutrition Coordinator, or designee within 24 hours after notification. Samples are to be furnished without cost to the school district.

2. HACCP & Sanitary Requirements for Produce Processing Operations. All fresh produce to be furnished shall be processed in a plant where a high standard of sanitation is always maintained. The plant must be adequately ventilated and must be above ground level. The successful Distributor will be requested to furnish evidence of certificate of sanitation issued by the City and/or County Health Departments.

3. Billing

- a. The Distributor shall provide an invoice for items delivered. It shall be fully itemized and show the rate reflected on the submitted RFP.
- b. The invoice must be organized separately by school with single date and with the grand total of all cases.
- c. The invoice must state the origin (city and state) where the item was grown and harvested.
- d. The invoice must state the weight of each case.
- e. All invoices must be organized weekly in each month.
- f. The Distributor shall provide a monthly summary with total costs, total weight for each product for each school as required by the district.

4. Terms. Net 30 days.

5. Execution of Contract. Issuance of a purchase order shall evidence the contractual agreement between the Distributor and the District and the Distributor acceptance of these RFP instructions and conditions.

6. Contract Renewals. This contract is deemed to be a Contract for Products and Services. Under the California Education Code Article 3, Section 17596, "Continuing contracts for work to be done, services to be performed or for apparatus or equipment to be furnished, sold, built, installed or repaired for the district(s), or for materials or supplies to be furnished or sold to the district(s) may be made with an accepted Distributor as follows: for work or services for apparatus or equipment, not to exceed five years; for materials or supplies not to exceed three years. If mutually agreeable, the District(s) reserve the right to renew the contract for two (2) additional twelve (12) month periods not to exceed three (3) years.

This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District(s). Such renewal will be made by notifying the Distributor, in writing, thirty (30) days prior to the expiration of the contract.

7. Cancellation Notice. This program is grant funded, therefore, it may not be possible to give the supplier 30-day advance notice of cancellation should funding be cut. Every attempt will be made to give the supplier as much notice as possible should this occur.

8. Default by Bidder. The District shall hold the Distributor/s responsible for any damage that may be sustained because of failure or neglect to comply with any terms or conditions listed herein. If the successful Distributor/s fails to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the RFP, the District may, upon written notice to the Distributor/s, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such a default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials supplies or services elsewhere without further notice to the Distributor.

9. Variation in quantity. No variations in the quantity of any item called for by this order shall be accepted, unless agreed to and specified elsewhere in this order.

10. Discounts. In connection with any discounts offered, the discount period shall begin on the date of delivery and acceptance at the destination, and/or the date the correct invoice is received in the Accounts Payable office, and/or on the date final approval for payment is authorized if an adjustment is necessary due to damage, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the warrant.

11. Shipping. Unless otherwise specified. All goods are to be shipped prepaid, F.O.B. destination. Where specific authorization is granted to ship goods F.O.B. shipping point, the Supplier shall prepay all shipping charges, route goods by the cheapest way (unless authorizes to ship by other means) and bill the Garden Grove Unified School District for the actual handling/ delivery charges paid. Invoices containing handling/ delivery charges shall include either the original or a copy of the prepaid bill of lading. Claims for handling/ delivery charges which are not properly supported will not be paid. This does not apply to U.S. Mail or U.P.S. charges.

12. Inspection and Acceptance. Inspection and acceptance will be at the destination, unless otherwise provided. Regardless of the F.O.B. point, the Supplier agrees to bear all risks of loss. Injury, or destruction of goods and materials ordered herein which occur prior to delivery; and such loss, injury, or destruction shall not release the Supplier from and obligation hereunder.

13. Packaging. All Items shall be prepaid and packed for shipment in a manner that will prevent damage in transit. The Garden Grove School District is not liable for extra charges for packaging or cartage unless specified elsewhere in this order. Supplier shall mark the purchase order number on each container.

14. CAL-OSHA. The supplier certifies, by shipment, that all equipment furnished under this order meets or exceeds applicable CAL-OSHA Codes. Material Safety Data Sheets (MSDS) / Globally Harmonized System Safety Data Sheets (SDS) need to accompany all applicable chemicals.

15. Warranty. The Supplier agrees that all supplies, equipment, or services furnished under this order shall be covered by the most favorable commercial warranties the Supplier provides any customer for such supplies, equipment, or services, and that the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Garden Grove Unified School District by any other provision of this order.

16. Excusable Delays. The Supplier shall be excused from performance during the time and to the extent that he is prevented from obtaining, delivering, or performing by acts of God, fire, strike, lockout, or commandeering of materials, products, plants, or facilities by government, when satisfactory evidence thereof is presented to the Garden Grove Unified School District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

17. Independent Contractor. While providing the supplies or services ordered herein, the Supplier is an independent contractor and not an officer, employee or agent of the Garden Grove Unified School District.

18. Default by Supplier. Failure to comply with any of the terms and/or conditions of this purchase order shall constitute default by the Supplier.

19. Assignment of Purchase Order. The Supplier shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the Garden Grove Unified School District

20. Hold Harmless. The Supplier shall hold harmless and indemnify the Garden Grove Unified School District, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:

A. Any injury to property or person including death, sustained by the Supplier or by any person, firm, or corporation employed by the Supplier, directly or indirectly or in connection with the services hereunder, however caused; and

B. Any injury to property or person, including death, sustained by any firm or corporation, caused by any error, omission, neglect, or tortuous act of the Supplier, its officers, agents, or employees, upon or in connection with the services hereunder, whether the injury or damage occurs upon adjacent to the premises whose services hereunder are performed;

C. The Supplier, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings, that may be brought or instituted against the Garden Grove Unified School District on any such claim, demand, or liability, and pay or satisfy any judgment that may be rendered against the Garden Grove Unified School District, its officers, agents, or employees in any such action, suit, or other proceedings as a result of A or B above.

21. Fingerprinting. Successful Distributor agrees to comply with all provisions of Education Code Section 45125.1. Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during normal District hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Distributor will provide the District with a list of all employees providing services pursuant to this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during normal District hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.

22. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Noncollusion Declaration.

23. Piggyback Clause/Other Districts. For the term of the contract and any mutually agreed extensions to the contract, at the option of the Distributor, other school districts within the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura may purchase identical products upon the same terms and conditions pursuant to section 20118 of the Public Contract Code. The Garden Grove Unified School District waives its right to require such other districts to draw their warrants in favor of the Garden Grove Unified School District. Acceptance or rejection of this clause will not affect the outcome of the award of the contract pursuant to this request for proposal.

Piggyback option granted _____ Piggyback option not granted _____

Any interested school district should review Public Contract Code section 20118 prior to utilizing this contract and consult with legal counsel.

24. Prevailing Law. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the RFP proposal shall conform to all applicable requirements of local, state, and federal law.

25. Governing Law and Venue. In the event of litigation, the RFP documents, specification 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 of federal court located in Orange County.

26. Permits and Licenses. The successful Distributor/s and all of his employees or agent 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 herein listed. All operations and materials shall be in accordance with the law.

27. Contract Documents. The Distributor/s and the District agree that the Notice to Distributor/s, the RFP Instructions and Conditions, the Price Sheets, and any addenda or bulletins thereto, together with the purchase order, shall constitute the contract documents.

28. Proposal Terms and Conditions. Nothing in this proposal shall be construed to prohibit either party from proposing additional terms and conditions during negotiation of the resulting Contract.

Any contract that may be development as a result of this proposal will not become legally binding until it has been approved by the Garden Grove Unified School District School Board signed by the Superintendent or designee.

AGREEMENT

*Do not complete. Agreement will be sent after award is made

THIS AGREEMENT, dated the ___ day of _____, 2021, in the County of Orange, State of California, is by and between Garden Grove Unified School District (hereinafter referred to as "District", and _____ (hereinafter referred to as "Contractor").

The District and the Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to complete the distribution services for Fresh Fruit & Vegetable Program (FFVP) for Food Services RFP No. 2010 according to all the terms and conditions set forth in the bid documents, including but not limited to the Notice Calling for Proposals, Proposal Objective, Information for Bidders, Proposal Form, Proposal Pricing Form, Instructions for Submitting Proposals, Grove Unified School District Map, Non-collusion Declaration, Workers Compensation Certificate, Drug Free Workplace Certification, Notice to Contractor Regarding Criminal Records Check Certification, Certification by Contractor Criminal Records Check, Tobacco Use Policy Certification, Certification of Primary Participant Regarding Suspension and Debarment Certification, Disclosure of Lobbying Activities, Buy American, Iran Contracting Act, and, General Conditions, special conditions, all insurance requirements and all modifications, addenda and amendments, items called for in the Agreement, if any, thereof duly incorporated therein. The bid documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Contractor shall timely perform within the time required by the District everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

3. District shall pay to the Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet.

4. The initial term of Agreement is one (1) year from July 21, 2021 through July 20, 2022 subject to termination as set forth in Section 6 of this Agreement. The Agreement may be extended upon mutual written consent of District and Contractor for an additional two (2) one-year periods. The term of Agreement shall not exceed three (3) years.

5. Time is of the essence.

6. The District shall have discretion to terminate this Agreement at any time and require Contractor to cease all work under this Agreement by providing Contractor thirty (30) days prior written notice of termination specifying the desired date of termination. Upon receipt of written notice of such termination, Contractor shall:

- (i) Cease operations as directed by District in the notice;
- (ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the bid documents.

In case of such termination for the District's convenience, Contractor shall be entitled to receive payment from the District for products satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

7. Hold Harmless and Indemnification. To the fullest extent permitted by law, the Contractor, at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the District, including but not limited to any of its Governing Board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Contractor or any of its officers,

agents, employees, any person performing any of the services pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to this Agreement, including but not limited to, any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the bid documents or any document furnished by the Contractor in connection therewith;
- (c) any breach of duty, obligation or requirement under the bid documents;
- (d) any failure to provide notice to any party as required under the bid documents; or
- (e) any failure to act in such a manner as to protect the District from loss, cost, expense or liability.

This indemnity shall survive termination of the Agreement or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the bid documents. In the event of any claim or demand made against the District which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Contractor under the bid documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Contractor provides the District with reasonable assurance of protection of the District’s interests. The District shall in its sole discretion determine whether such assurances are reasonable.

8. All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Agreement. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective items have been previously overlooked by the District and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District. All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by items satisfactory to the District.

9. While engaged in carrying out and complying with the terms and conditions of this Contract the Contractor is an independent Contractor, and is not an officer, employee or agent of the District.

10. Contractor shall, at Contractor’s sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of materials, articles, or services covered under this Agreement. Contractor agrees to provide an endorsement to this policy(s) stating, “Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory.” In addition, Contractor agrees to name District, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, Contractor shall provide District with copies of the policy or policies of insurance evidencing all coverage’s and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

Commercial General Liability Insurance for injuries including accidental death, to any one person in an amount not less than and	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> General Aggregate
Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined single limit, bodily injury and property damage in an amount not less than	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> General Aggregate

Workers' Compensation
Insurance in accordance with
Sections 3700 and 3800 of the Labor Code of the State of
California

\$1,000,000.00

11. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

12. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

13. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee.

14. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The Contractor shall preserve and make available its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of three (3) years from the date of expiration of this Agreement or until released in writing from this obligation by the District. The Contractor is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.

15. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to District, by personal delivery thereof to District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to District, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to Contractor, by personal delivery thereof to said Contractor, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

16. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complementary. Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the District to insist on the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or

relinquishment of the District rights thereafter to enforce strict compliance with any such terms or conditions but the same shall continue in full force and effect.

17. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

18. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District.

19. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in the County of Orange.

20. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

District
Garden Grove Unified School District

Contractor

By: _____
Signature

By: _____
Signature

Rick Nakano
Print Name

Print Name

Assistant Superintendent of Bus Svs.
Title

Title

Contractor's License No.

Tax ID No.

(Corporate Seal of Contractor,
if corporation)

GENERAL CONDITIONS

1. PURPOSE: The purpose of this bid is to provide fresh fruit & vegetable program (FFVP) produce for food services for the Garden Grove Unified School District. The District reserves the right to add or delete locations at its discretion at any time throughout the term of this bid.
2. NO MAXIMUM OR MINIMUM QUANTITIES: The District does not guarantee that a minimum or maximum amount will be purchased. District will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by the bidder.
3. TERM OF AGREEMENT: The term of the Agreement is one (1) year. The Agreement may be extended upon mutual written consent of District and successful bidder for an additional two (2) one year periods. Price increases may be negotiated at the time of renewal however any price increase shall be at the sole discretion of the District. The maximum term of the Agreement is three (3) years.
4. PRICING: Bid each item separately. Do not include California Sales or Use Taxes in unit prices. These taxes will be added and paid for by the District. Charges for the transportation, shipping, delivery, set-up, assembly, installation, and handling of containers shall be included in the price indicated on the Proposal Pricing Evaluation Form and shall not be charged separately. Bid prices are to include shipping, F.O.B. Garden Grove Unified School District site locations, freight prepaid. Prices set forth in the Proposal Pricing Evaluation Form remain firm. Quote prices net including trade discounts.
5. DELIVERIES: All equipment or supplies, unless otherwise specified, must be delivered ready for use, within the time frame indicated by the purchase order. Destination will be designated within the boundaries of the Garden Grove Unified School District. Actual delivery dates must be coordinated with the District. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. Upon award of bid, the bidder shall keep sufficient stocks of product to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed items. All equipment shall be subject to inspection by the District and acceptance or rejection by the District at time of delivery. Any dented, damaged or unlabeled containers/boxes will be rejected and returned at the bidder's expense. Any equipment received by the District which within thirty (30) calendar days of delivery, is deemed inoperable or damaged shall be returned to the bidder for repair or exchange at the bidder's expense. The District requires that the successful bidder states the expected lead time for the equipment to be furnished under the Agreement. Twenty-four (24) hour notice shall be given to District representative listed on the purchase order prior to any deliveries. All shipping materials shall be removed from site by the successful bidder.
6. PAYMENTS: Payments may be invoiced after actual delivery to the required destination. Unless otherwise specified in writing, each month within thirty (30) days after receipt by the District and an undisputed, properly submitted payment request from Bidder, shall be paid for work performed and for equipment delivered to the site and inspected and approved by District.
7. PRICE ADJUSTMENTS: The District must be notified of any change in manufacturer pricing over the Agreement period within thirty (30) days of any change. In the event of a price decline, such lower prices are to be immediately extended to Garden Grove Unified School District. In addition, within 24 hours of any price decrease, the District shall be notified in writing of such changes and pending orders shall reflect the newer price.
8. MANUFACTURER/ AUTHORIZED RESELLER/DISTRIBUTOR: Bidders must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information. The manufacturer's letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the bidder named in the bidding documents.
9. DISCONTINUED AWARDED LINE ITEMS: Successful bidder is required to immediately notify the District when manufacturers have discontinued awarded line item(s). Official notification must be in written format via USPS, fax, or e-mail referencing the bid number and line item number with written proof from the manufacturer of the discontinued item.
10. CATALOG DISCOUNTS: The District requests the option to purchase additional items from bidder's catalog not listed in bid. The District requests that bidders list a percentage discount on manufacturer(s) entire equipment line in

addition to the specific models of equipment that are listed in this bid. Please state percent discount to deduct from catalog list prices at the designated place on the bid. The discount will apply to the manufacturer's current and future retail pricing at the time orders are placed. If bidders are offering more than one discount for a particular manufacturer, please include or attach the discount structure with bid response. After award, successful bidder(s) will be responsible to provide catalogs and brochures to the District. The published catalog price must be verifiable during the course of the year for audit purposes. All discounted pricing will be subject to the same terms and conditions as the bid items. Any exceptions to across the board discounts off of Manufacturer's Price List should be submitted with bid documents.

11. CUSTOMER SERVICE. Customer service assistance whether on the phone or via email might be required by the District. The successful bidder will provide the needed phone assistance in a professional manner and will reply to district personnel within 24 hours of the received email. In the case of services that need to be performed onsite, the successful bidder will provide onsite assistance within the next business day of the District's request.

12. DISPUTES: In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, successful bidder agrees to continue the work diligently to completion. If the dispute is not resolved, successful bidder agrees it will neither rescind the Agreement nor stop the progress of the work, but successful bidder's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Orange County, having competent jurisdiction of the dispute, after the work has been completed, and not before.

13. NO WAIVER: The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

14. NO ASSIGNMENT: The successful bidder shall not assign, transfer, convey, subcontract, or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Bidder shall assign, transfer, convey, subcontract, or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, subcontract, or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Bidder, and to its purported assignee or transferee.

15. INDEPENDENT CONTRACTOR: While engaged in carrying out and complying with the terms and conditions of the Agreement, the successful bidder shall be deemed an independent Contractor and not an officer, agent, or employee of the District.

16. GOVERNING LAW: The laws of the State of California and the County of Orange shall govern all aspects of the bid.