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**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
1936 Carlotta Drive, Concord, CA 94519 – Phone (925) 682-8000  
**CONTRACT INCORPORATING AGREEMENT FOR GROCERY FOR**  
**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

This Piggyback Agreement (“Piggyback Agreement”), dated for convenience October 16, 2024, by and between the **Mount Diablo Unified School District** (“District”) and **The Danielsen Co.** (“Contractor” or “Vendor”) pursuant to the Mountain View Whisman School District (“MVWSD”) issued Request for Proposal (“RFP”) # 2023-24-05. District and Vendor may be referred to herein individually as a “Party” or collectively as the “Parties.”

**RECITALS**

WHEREAS, District desires to purchase Grocery Product for student nutrition services in a cost-effective manner;

WHEREAS, California Public Contract Code § 20118 allow public agencies to “piggyback” for equipment, materials, supplies, vehicles, and personal property (“the governing board of any school district, without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor. ...”);

WHEREAS, MVWSD is a local education agency pursuant to the California Education Code;

WHEREAS, on or about June 2, 2023, MVWSD issued Request for Proposal (“RFP”) # 2023-24-05 for Grocery Product;

WHEREAS, in June 2023, The Danielsen Co. submitted a proposal;

WHEREAS, on or about August 17, 2023, following a competitive process, MVWSD awarded the contract for RFP # 2023-24-05 to The Danielsen Co. (“MVWSD Agreement RFP # 2023-24-05”);

WHEREAS, the District determined that it is in its best interests to purchase Grocery Product via piggyback contract; and

WHEREAS, Danielsen wishes to provide the District with Grocery Product pursuant to the MVWSD Agreement RFP # 2023-24-05.

NOW, THEREFORE, and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties agree as follows:

**TERMS AND CONDITIONS**

**1. MVWSD Contract:**

- 1.1. This Piggyback Agreement fully incorporates by this reference MVWSD Agreement RFP # 2023-24-05 attached hereto as **Appendix 1**, and all of its amendments and terms and conditions.
- 1.2. To the extent any term or condition of this Piggyback Agreement is inconsistent with the MVWSD Agreement RFP # 2023-24-05, this Piggyback Agreement controls.

**2. Products and Price:** Vendor agrees to furnish/delivery all products identified or specified herein under the MVWSD Agreement RFP # 2023-24-05 at fair prices, as set forth on the attached **Appendix 2**. **Contractor acknowledges and certifies that the quote prices will be equal to or less than the prices for the identical items under the MVWSD Agreement RFP # 2023-24-05.**

**3. Term and Termination:** The contract term shall commence on or about October 16, 2024, and shall terminate on June 30, 2025, unless terminated earlier.

- 3.1. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Vendor only for services/products satisfactorily rendered to the date of termination.

**4. Compensation:** The total not-to-exceed compensation shall be **Eight Hundred Thirty Five Thousand dollars (\$835,000.00)** for one (1) year for the provision of the products in Appendix 2. The not to exceed amount is the maximum amount of compensation due Vendor, and not a guarantee of total payment to Vendor, as Vendor is paid in arrears for products actually delivered. Vendor shall invoice the District for any products and services and District shall pay Vendor within forty five (45) days of receipt of an undisputed invoice from Vendor.

**5. Availability of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation:** This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and approval and appropriation of funds for this Agreement. The amount of the District’s obligation hereunder shall not at any time exceed the amount herein stated or stated in any approved amendment. If funds are appropriated for only a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the period for which funds are appropriated. Vendor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

**6. Disallowance:** If Vendor claims or receives payment from the District for a service that is later disallowed by the United States Government, State of California or any other grantors, Vendor shall promptly refund the disallowed amount to the District upon the District’s request. At its option, the District may offset the amount disallowed from any payment due or that may become due to the Vendor under this Agreement. By executing this Agreement, Vendor certifies that Vendor is not suspended, debarred or otherwise excluded from participation in federal, state or local governmental programs. Vendor acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.

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7. Submitting False Claims; Monetary Penalties: Pursuant to Government Code §§ 12650 *et seq.*, any person, including a contractor, subcontractor or Vendor, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim.
8. Proprietary Information of District; Student Information: Vendor understands and agrees that, in connection with this Agreement, the Vendor may have access to proprietary and confidential information, which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. Vendor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Vendor to civil liability. Consequently, Vendor certifies that all information disclosed by the District to the Vendor or in which such information is collected or received by Vendor on District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Vendor shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care. Confidentiality provisions shall survive termination of this Agreement.
9. Indemnification: Vendor shall indemnify and hold harmless the District, its Board, officers, employees and agents from, and, if requested, shall defend them against any and all claims, demands, liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively "claim"), whether actual or alleged, arising directly or indirectly from or in any way connected with the performance of this Agreement by Vendor and/or Vendor's agents, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with the criminal background check requirements of Education Code § 45125.1 and/or disclosure of confidential information which might be obtained by Vendor or Vendor's agents in the performance of this Agreement. Notwithstanding the foregoing, Vendor shall have no obligation under this Section with respect to any claim that is caused by the active negligence or willful misconduct of District and which is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Vendor or Vendor's agents.
10. Insurance: Vendor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Vendor, his or her agents, representatives, employees subcontractors or sub-processors. Specifics regarding the amount and type of insurance are set-forth in the attached **Appendix 3 ("Insurance Requirements")**.
11. Force Majeure: The parties agree that neither shall be liable to the other under this Agreement as a result of any delay, failure or interruption in services or obligations directly caused by an act of God or public enemy; acts of civil or military authorities; catastrophes such as an earthquake, epidemic, pandemic, viral or communicable disease outbreak; quarantines; disruption of supply chains, transportation systems, or national emergency, that is beyond the reasonable control of the Party and which renders impossible the performance of contractual obligations, either totally or in part (a "Force Majeure Event"), excluding in all cases claims of financial hardship, and such nonperformance will be excused and will not be deemed a default hereunder or a ground for termination of the Agreement, provided that as soon as reasonably possible the affected Party (1) provides the other party with notice of such Force Majeure Event, (2) provides detailed documentation establishing that such Force Majeure Event was beyond the Party's reasonable control and not due to any fault or negligence on its part, and (3) works diligently to restore services as soon as reasonably possible. In no event shall any

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work stoppage, strike or labor dispute at a District or Vendor site, or by District or Vendor personnel, constitute a Force Majeure Event under this Agreement.

12. **Notice:** Any notice required or permitted to be given under this Contract shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<p><b><u>DISTRICT</u></b> Mt. Diablo Unified School District Attn: Purchasing Department 1936 Carlotta Drive Concord, CA 94519 (925) 682-8000 Elizabeth McClanahan, Director <a href="mailto:McClanahanE@mdusd.org">McClanahanE@mdusd.org</a></p>	<p><b><u>CONTRACTOR</u></b> The Danielsen Co. Attn: Steve P. Schwartz 435 Southgate Court Chico, CA 95928 (530) 895-3187 <a href="mailto:Steve@Dancofoods.com">Steve@Dancofoods.com</a></p>
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13. **Entire Agreement:** This Contract and the attachments hereto and the documents specifically incorporated into the Contract by reference, constitute the entire Contract between the District and Vendor. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.
14. **Attorney's Fees:** Each party shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Contract and the events leading up to this Contract.
15. **Applicable Laws:** Vendor shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time, including but not limited to:
- 15.1. Vendor has the responsibility to know, and comply with, all requirements of California law pertaining to Conflicts of Financial Interest in contracting with public agencies. Vendor certifies that it has read, understood and will comply with conflict of interest laws and regulations, set forth in Board Rule and Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270 / Conflict of Interest.
  - 15.2. The District is committed to providing equal opportunity for all individuals in education. Vendor understands and agrees that in providing products/services to the District, it is Vendor's obligation to comply with Board Policy 0410 / Nondiscrimination in District Programs and Activities.
  - 15.3. Vendor acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, must be similarly accessible to the general public regardless of disabilities.
  - 15.4. Vendor's employees, agents or volunteers who will have no contact or will have limited contact and will not interact with District students outside of the supervision and control of student's parents or District staff, are not required to meet criminal background check and subsequent arrest notification requirements under California Education Code § 45125.1. Vendor certifies

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that Vendor and its employees shall not have limited or frequent or prolonged contact with District students and will not interact with District students outside of the supervision and control of student's parents or District staff in the performance of the Agreement.

16. Waiver: The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. California Law: This Contract and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Contract shall be commenced and maintained in Contra Costa County, California. Notwithstanding any provision to the contrary, this venue and jurisdiction provision shall control over any contradictory provision in the MVWSD Contract.
18. Independent Contractor: Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and not an employee of the District. Contractor shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Contractor or its agents and employees. Any terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as the means by which such a result is obtained. The District does not retain the right to control the means or the method by which Contractor performs work under this Agreement. If any governmental authority should, nevertheless, determine that Contractor is an employee, then the District's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Contractor and to the applicable governmental authority does not exceed the maximum amount specified in this Agreement. Contractor shall refund any amounts necessary to effect such reduction.
19. **LIABILITY OF DISTRICT: DISTRICT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT PROVIDED TO CONTRACTOR UNDER THIS AGREEMENT. DISTRICT SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, IN CONNECTION WITH THIS AGREEMENT.**
20. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Contract.
21. The Parties acknowledge that this Contract is only binding once it is approved by the District's Governing Board
22. This Contract may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the attorneys for all Parties to this Contract. Signature of copies and facsimile versions of this Contract shall have the same force and effect as signature of the original.

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IN WITNESS WHEREOF the District and Vendor have executed this Agreement, which was approved by the Board of Education on June 26, 2024.

**THE DANIELSEN CO.**

**MT. DIABLO UNIFIED SCHOOL DISTRICT**

APPROVED:

APPROVED:

\_\_\_\_\_  
Steve S. Schwartz,  
Bid/Purchasing Coordinator

\_\_\_\_\_  
Adrian Vargas,  
Chief Business Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**APPENDIX 1**

**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT  
REQUEST FOR PROPOSAL FOR GROCERY PRODUCTS**

**RFP# 2023-24-05**

*Attached and incorporated by reference.*

**Mountain View Whisman School District**  
**Request for Proposal (RFP) No. 2023-24-05**  
**GROCERY**

Mountain View Whisman School District  
Debbie Austin, Director, Child Nutrition Director  
1400 Montecito Avenue  
Mountain View, CA 94043

**Issue Date: June 2, 2023**

**RFP Submission Deadline: Friday, June 19, 2023 at 10:00am**

**Mountain View Whisman School District**  
**Request for Proposal No. 2023-24-05**  
**GROCERY**



## General Terms and Conditions

1. **GENERAL** - This information to proposers is in addition to any instructions or conditions in the contract document. Companies interested in proposing should request appropriate documents from Debbie Austin at the address listed below, email [daustin@mvwsd.org](mailto:daustin@mvwsd.org) or for document assistance, call Debbie Austin at 510-908-2614.
2. **RFPS** - To receive consideration, Proposals shall be made per the following instructions. The Mountain View Whisman School District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service delays or mistaken delivery. All proposers will be responsible for obtaining any addendums or amendments to the RFP. Questions or comments regarding this RFP must be written and received by the Mountain View Whisman School District – Attention – Debbie Austin no later than 3:00 pm June 19, 2023. E-mail questions to [daustin@mvwsd.org](mailto:daustin@mvwsd.org). The Mountain View Whisman School District shall not be obligated to answer any questions received after the above-specified deadline or any inquiries submitted in a manner other than those instructed above.
3. **INFORMATION ABOUT THE DISTRICT** - The District is located in Santa Clara and has a projected student enrollment for the 2023 - 2024 school year of approximately 4500 students. The District has 3 delivery sites. The District is seeking Proposals from qualified companies to procure and deliver products. This RFP defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.

The District is seeking to:

1. Ensure that students are receiving high quality Grocery products,
  2. Purchase high quality Grocery products at the best possible price,
  3. Offer more Grocery products that include locally grown ingredients, and those that support Socially Disadvantaged Farmers when possible.
  4. Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing Grocery products,
  5. Partner with a Grocery vendor that will provide excellent customer service.
4. **DEADLINE FOR RECEIPT OF RFPS** - RFPS must be received before 3:00:00 p.m. on June 19, 2023, after which the Proposals that have been received will be publicly read out, which vendors can attend virtually via Zoom. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. Envelopes containing a Proposal and USB electronic copy must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date, and name of the proposer, and submitted to:

**Mountain View Whisman School District  
Child Nutrition Services  
Attn: Debbie Austin  
1701 Rock Street  
Mountain View, CA 94043**

- It is the Vendor's responsibility to ensure that the Proposal is submitted on time and to the authorized agent. Any Proposal received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

- The Mountain View Whisman School District reserves the right to reject any proposal and to waive any formality or irregularities in the Proposals.
  - Interested Bidders are referred to the MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT Child Nutrition Department for details, instructions, forms and submittal dates. All questions regarding this RFP are due on or before 7/2/2023, via email to: [daustin@MVWSD.org](mailto:daustin@MVWSD.org) the subject line of “RFP#\_2023-24-05 Questions”. Only questions submitted through this process will be accepted.
5. **THE RFP** - All items on the form should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Original signatures are required on the RFP. The company representative authorized to sign the RFP contract and bind the company to all contractual obligations must sign the RFP in **blue ink**. An authorized officer shall sign the RFP under the correct firm name.
  6. **“FAX” RFPs** - Facsimile copies of RFPs are not accepted.
  7. **DEFINITIONS** - Responsible; a proposing party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being proposal. Responsive; an RFP that meets all of the specifications outlined in the RFP.
  8. **WITHDRAWAL OF RFP** - RFPs may be withdrawn by the proposers before the time fixed for the opening of RFPs, but may not be removed for sixty (60) days after the opening of RFP. (Public Contract Code sections 5100 et seq.). Written confirmation before the time established for the RFP opening must be submitted.
  9. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The proposer(s) 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 District.
  10. **RFP NEGOTIATIONS** - An RFP response to any specific item of this RFP with terms such as “negotiable,” “will negotiate,” or of similar intent is considered as non-responsive to the particular item.
  11. **PRICES** - Prices should be typed and shown as instructed on the RFP form for each item, in the amount of the quantity specified in the Itemized Bid List (Attachment 17). Errors may be crossed off and corrections made before RFP opening only and must be initialed in **blue ink** by the person signing the RFP or the proposer’s authorized representative. All items are fixed price. At no time shall the prices charged to the District exceed the prices proposal. Any price changes must be agreed to in writing by the District following reasonable notice to accept. If the proposer is substituting with like product, fixed pricing must be honored. Prices proposed for all fixed fee items will be for the period September 1, 2023 (beginning of school year) through August 31, 2024 (end of school year). Upon renewal, any goods added to the contract must be included in a contract amendment, if applicable. For each year of a renewed contract, a new basis for contract value, including the actual expenditures for the previous year plus the additional items, must be established.
    - i. Itemized Bid List – The District’s Itemized Bid List is attached hereto.
      1. Proposals need to include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price).
      2. Bidders must provide pricing per size, provided in the column D titled “SIZE (VOLUME)” on the Item List.

3. Vendors must show conversion math if using alternative pack sizes (use Column K on item list) in order to ensure overall value is equivalent.
4. The District reserves the right to refuse an alternative pack size provided by the Proposer if it does not meet the schools needs and, if so, will reach out to the Proposer to request an alternative.
5. Proposals must include where product is manufactured, and all product info requested. Per Buy American guidance, the District will show preference to domestically sourced product.
6. For any non-domestic grown or processed items offered by the Bidder, a domestic equivalent must be provided. If no domestic equivalent is not available, note this in the "Notes" section. The District reserves the right to choose domestic items based on affordability and availability and if so will not include the equivalent non-domestic items in scoring the Bid.
7. The "Notes" section should be used to indicate if the item bid is a special order, requires a minimum purchase, is a market item or is an alternative to what was listed.

ii. Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 5 to 10 percent of the estimated value of the contract.

iii. All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Bidder's mark-up on sub consultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to complete the Services.

12. **TAXES** - Local, State, or Federal taxes shall not be included in the proposal price term.
13. **PERFORMANCE GUARANTEE** - The successful proposer(s) may be required to provide a performance guarantee. Such requirements shall be at the discretion of the District's Assistant Superintendent of Business Services. A continuous performance bond of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Assistant Superintendent of Business Services is the preferred form of performance guarantee. Said bond shall be furnished within (5) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable RFP.
14. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** - The successful proposer(s) shall furnish and deliver the quantities designated in the RFP or purchase order. All food, materials, supplies, or services provided under the contract shall be per the RFP specifications and the District's sample or the sample furnished by the proposer(s) and accepted by the District. Materials or supplies which, in the opinion of the Director of Child Nutrition Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the proposer's expense. When a sample is taken from a shipment and sent to a laboratory for testing, and the test shows that the sample does not comply with the RFP specifications, the proposers(s) shall pay the examination cost. In proposing, the proposer(s) certifies that all materials conform to CAL OSHA and all other law

- requirements. Where applicable standards have been established, all equipment and individual components shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.
15. **DISTRICT REQUIREMENTS-** The quantity shown is the estimated consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies, or services listed in the RFP are required during the contract and shall be ordered and purchased from the successful proposer(s). The District shall have the right to issue purchase orders up to and including the last day of the contract period, even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the contract such items as may be required for testing, evaluation, or experimental purposes or special programs of an emergency nature and purchases made by individual schools.
  16. **ACCEPTANCE OR REJECTION OF RFP'S** - The District may purchase an individual item or combination of items, whichever is in the best interest of the District, also provided that the proposer(s) may specify that the District's acceptance of one item shall be contingent upon the District's approval of one or more additional items submitted in the same RFP. RFPs shall remain open, valid, and subject to acceptance for sixty (60) calendar days after the RFP opening.
  17. **ALL RFP EXCEPTIONS** - All exceptions taken in response to this RFP must be stated clearly. Taking RFP exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the RFP. The governing board will determine the allowance of exceptions and whose decisions shall be final. Any RFP exceptions or additional conditions requested after the RFP closure, which is not detailed within the RFP response, may result in disqualification of the RFP. No oral or telegraphic modification of any RFP submitted will be considered.
  18. **AWARDS** - The District reserves the right to determine that items proposal meet or do not meet RFP specifications. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. Further, the Board of Education reserves the right to accept or reject any RFPs and waive any informality or irregularities in the proposing.
  19. **EXECUTION OF CONTRACT-** Issuance of a Purchase Order shall be evidence of the contractual agreement between the proposer(s) and the District and the proposer(s) acceptance of these RFP General Terms, Instructions, and Conditions.
  20. **DELIVERY** - Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful proposer(s) shall be responsible for delivery and shall pay all costs, including drayage, freight, fuel and packing for delivery to locations in the District as may be specified in the RFP form. Each item shall be securely packaged, adequately sealed, and contents marked. A packing slip/ invoice shall accompany all shipments.
  21. **SAFETY DATA SHEETS** - For all products requiring a Safety Data Sheet - The District requires that a Safety Data Sheet accompany orders at delivery time.
  22. **DEFAULT BY CONTRACTOR** - The District shall hold the proposer(s) responsible for any damage which may be sustained because of failure or neglect to comply with the terms or conditions listed herein. It is expressly provided and agreed that time shall be of the essence in meeting the contract delivery requirements. Suppose the successful proposer(s) fails or neglects to comply with the terms of the RFP. In that case, the District may, upon written notice to the proposer, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract

is canceled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the proposer. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the proposer or deducted from any funds due to the proposer.

23. **INSURANCE** - The successful proposer(s) shall maintain insurance adequate to protect him from claims under Worker' Compensation Laws and claims for damages for personal injury, including death and damage to property, which may arise from the proposer's operations under the contract. *The proposer must have the Worker's Compensation Certificate, attached hereto, with their RFP and provide proof of insurance naming Mountain View Whisman School District as an additional insured and requiring the proposer's insurance to be primary by separate endorsements as follows:* The proposer is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence-based coverage to be in effect during the term of the contract. Bodily injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident: \$2,000,000 aggregate. Property Damages shall be \$1,000,000 per loss. The proposer shall also maintain automobile liability insurance covering bodily injury and property damage at no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles. Failure to furnish such evidence and insurance, if required, may be considered a default by the proposer(s). The contractor will not begin any services applied to this contract until all required insurance has been provided and certificates indicating coverage have been proven. The certificate of insurance for the above shall provide 30 days advance written notice to the Director of Child Nutrition Services, Debbie Austin, regarding the cancellation, nonrenewal, or reduction of coverage of any of the above insurance. The District has the right to request a copy of the current certificate of insurance at any time.
24. **INVOICES AND PAYMENTS** - Unless otherwise specified, the successful proposer(s) shall render invoices in duplicate for materials delivered or services performed under the contract to the Mountain View Whisman School District, Child Nutrition Services Department, 1701 Rock Street Mountain View, CA 94043. The successful proposer shall submit invoices under the same firm name shown on the RFP. The successful proposer(s) shall list separately any taxes PAYABLE BY THE DISTRICT and certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall pay for materials, supplies, or services furnished under the contract within a reasonable and proper time after the authorized District Representative accepts and approves invoices.
25. **STATEMENT** - The successful proposer(s) shall render bills and/or statements to the Mountain View Whisman School District, Child Nutrition Services Department, 1701 Rock Street Mountain View, CA 94043, following delivery of materials. An itemized, numbered invoice showing the vendor's name, date, quantity, type, prices, and extended charges of items purchased, must be furnished in duplicate to the individual school kitchen at the time of delivery and signed by the Kitchen/Satellite Supervisor or assigned designee. The vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, damaged or spoiled product necessitating a return, redelivery, or reorder. Separate invoices and monthly statements are required to identify purchases for Child feeding programs (i.e., CACFP and NSLP). A copy of a credit, priced and extended, shall be mailed with the corresponding invoice to the District's Child Nutrition Services Department. The successful proposer(s) shall submit monthly electronic statements in Excel Format to the following name and address:

Mountain View Whisman School District  
Child Nutrition Services  
1701 Rock Street Mountain View, CA 94043  
Attention: Debbie Austin

*Mountain View Whisman School District*

Invoices will be provided at the time of delivery.

26. **VELOCITY REPORT** - The District reserves the right to request velocity reports for any items ordered throughout the contract Velocity reports will be delivered via email to better assist for inventory tracking purposes.
27. **APPLICABLE 'BUY AMERICAN' PROVISIONS** - The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d). Section 104(d) of the William F. Goodling Child Nutrition Reauthorization 1998 (Public Law 05-336) added a new provision, Section (12) of the NSLA (42USC760(n), requiring School Food Authorities to purchase domestically grown and processed foods, to the maximum extent practicable. The Buy American provisions of Public Law (PL 100-237) require participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP to include the CACFP Program. Two situations that may warrant a waiver to permit purchases of foreign food products are: 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of satisfactory quality 2) Competitive proposal reveal the costs of a U.S. product are significantly higher than the foreign product. A domestic commodity or product is produced and processed in the United States substantially using agricultural commodities produced in the United States. "Substantially using" means over 51 percent of the final processed product consists of agricultural commodities grown domestically. This includes foods sold to students as a la carte food items. Actions that districts/sponsors can take to comply with the Buy American requirements are:
- Including a Buy American clause in all procurement documents (product specifications, proposal solicitations, requests for proposal, purchase orders, etc.)
  - Monitoring contractor performance
  - Requiring suppliers to certify the origin of the product
  - Examining the product packaging for identification of the country of origin
  - Asking the supplier for specific information about the percentage of U.S. content in the food product

It is therefore required that proposers responding to this Request for Proposal indicate whether products offered on this proposal meet the definition of "domestic commodity or product" as stated above. Indication shall be made on the proposal price sheet as part of the response to this proposal.

The successful proposer shall provide documented proof of compliance with this provision at the request of the District.

The "Buy American" provision of Public Law (P.L.) 105-336 allows for an exception when the recipient agency, Mountain View Whisman School District, determines that the following instances apply to non-domestic produced products:

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

The District reserves the right to purchase non-domestic grown or manufactured food products if the cost of the U.S.-produced item that contains 51% or more domestically grown commodities is ten percent (10%) or more in price than the non-domestic product.

28. **FUEL CHARGES** - No fuel surcharges will be accepted under this contract, and the addition of such charges shall not be permitted during the period of the term of this contract.
29. **DRUG FREE WORKPLACE CERTIFICATE** – In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the Successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The Successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the Successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the Successful Bidder.
30. **MULTI-YEAR EXTENSIONS:** Subject to the provision of pricing-terms of contract, and under Education Code Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal years not to exceed three (3) years. The district can exercise its rights to extend contracts per federal limits. The renewal is contingent upon competitive pricing and all terms and conditions of the original contract as authorized by 2 CFR 200.317. The extension may be granted on a year-by-year basis provided that the following conditions are being met:
- The District has deemed the products and services of the vendor satisfactory.
  - The Vendor shall submit a list of the price increases for the next fiscal year (September 1- August 31) by the last business day in April. Price increase must not exceed the current year's San Francisco Area Consumer Price List with a maximum of 5% per contract term.
  - Such renewal will be made by notifying the vendor in writing thirty (30) days before the expiration of the contract.
31. **LIMITATIONS** - The District shall not be obligated to accept the lowest-priced RFP but will be evaluating proposals to award to the responsible and responsive proposer(s). The District reserves the right in its absolute discretion to accept submissions, or any part of proposals, as deemed necessary for the District's best interest. The District may consider the proposer's performance concerning any recent contract(s) with other school districts. The District, however, reserves the right to reject proposals, to waive any informality or irregularities in the proposal, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal deemed the best recommendation meeting all the criteria specified in the proposal and the best interest of the District.
32. **AWARD** -The District intends to select one of the Bidders—but reserves the right to select no Bidder or more than one Bidder—that best meet(s) the District's needs to perform the Services as described in this RFP. From the Bidders that provide Proposals to the District, the District may, at its discretion, interview some or all of those Bidders. One or more Bidders may be selected (“Successful Bidder”). The Successful Bidder will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for these types of Services. Proposals will be evaluated separately and will be awarded to one or more Bidders based on the highest scored Proposal. The Evaluation Criteria, Descriptions, and Point Scoring are listed in Attachment 3. The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, grocery products from other vendors throughout the contract if it deems necessary.

The Director of Child Nutrition Services will be the sole judge of merit and not necessarily accept the lowest price offered. On behalf of the District, the Child Nutrition Services Department will issue an intent to Award Letter to the successful proposer(s). The Mountain View Whisman School District Board of Education will formally award the award.

33. **BASIS OF AWARD**

The Board of Trustees of the Mountain View Whisman School District intends to award the RFP based on price, delivery specifications, minimum delivery amounts, technology and reports, and service per the specifications herein. Parties will be assigned a score based on these criteria. Please refer to the evaluation criteria on page 27. Grocery vendor shall be awarded the proposal for service between September 1, 2023, through August 31, 2024.

- a. The Mountain View Whisman School District reserves the right to reject quotations and waive any formality in the proposing.
- b. Awarded vendors will be required to enter into a contract with Mountain View Whisman School District.

33. **PROPOSAL PROTEST PROCEDURES**

- A. **Protest Procedures:** Any proposer may file a Protest. Only those proposers who have submitted a proposal on the project shall have the right to file a Protest. The District's Child Nutrition Services Director will receive the protest in writing no later than 3:00 p.m. after the fifth (5<sup>th</sup>) business day following the proposal opening date. Untimely Protests will not be reviewed by the District and will be returned to the proposer. An e-mail address shall be provided. By filing the protest, the protesting proposer consents to receipt of email notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.
- B. **Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must have all facts, refer to the specific portion(s) of any document relied upon, and include copies of all documents referred to in the protest. Any grounds not explicitly outlined in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the proposer whose proposal is being challenged under these procedures.
- C. **Resolution of Controversy:** Once the Protest is received, the affected proposer will be notified of the protest and the evidence presented. If appropriate, the affected proposer will be allowed to rebut the evidence and present evidence that the proposer should be allowed to perform the Work. The District will issue a written decision within thirty- (30) business days of receipt of the Protest unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest but may do so at the option of the District or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by the District and will be copied to all parties involved.
- D. **Appeal:** If the protesting proposer or the affected proposer is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent of Business Services, or their designee, within five (5) business days after receipt of the District's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an email from which questions and responses may be provided to:



Rebecca Westover  
CBO  
Rwestover@mvwsv.org

- E. **Appeal Review and Finality:** The Assistant Superintendent of Business Services or their designee shall review the Decision on the Protest from the Child Nutrition Director and issue a written response to the Appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. The Assistant Superintendent of Business Services or the Hearing Officer's written decision shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.
- F. **Reservation of Rights to Proceed with Contract Pending Appeal:** The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.
- G. **Waiver:** The procedures and time limits outlined in this Protest procedure are mandatory and are the proposers' sole and exclusive remedy in the event of a Protest. The proposer's failure to comply with this or any Protest Procedure shall constitute a waiver of any right to pursue a Protest or in any way challenge the award, including but not limited to any challenge under the California Public Contract Code, filing a claim under the California Government Code, or filing of any other legal proceedings.
34. **PROVISIONS:**
- A. **Assignment of Contracts** - The vendor 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 District.
- B. **Binding Effect** - This Agreement shall inure to the benefit of and shall be binding upon the vendor and District and their respective successors and assigns.
- C. **Severability** - If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- D. **Amendments** - The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner except by a written agreement signed by the parties.
- E. **Entire Agreement** - This RFP and all attachments constitute the entire agreement between the parties. There is no understanding, agreements, representations, or warranties, expressed or implied, not specified in the Agreement. Bidder(s), by the execution of their signature on the RFP Form, acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.
- F. **Force Majeure Clause** - The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, facilities by the government. When satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
- G. **Hold Harmless Clause** - The successful proposer(s) agrees to indemnify, defend and save harmless Mountain View Whisman School District, its governing board, related divisions and entities, officers, agents, and employees from and against any claims, demands, losses, defense

costs, or liability of any kind or nature which the District, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the proposer or proposers agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

- H. **Prevailing Law** - In case of 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 performed under the RFP proposal shall conform to all applicable requirements of local, state, and federal law.
- I. **Governing Law and Venue** - In the event of litigation, the RFP documents, specifications, and related matters shall be governed by and construed only by the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Santa Clara County.
- J. **Permits and Licenses** - The successful proposer(s) and all of their employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishings of materials, articles, or services herein listed. All operations, materials, goods, and services shall be by law.
- K. **Toll Charges** - If the District places toll or long-distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful proposer(s) shall accept charges for such calls on a reverse charge basis.
- L. **Contract Documents** - The complete contract includes the following documents: The advertisement for RFPs, the RFP Instructions and terms of conditions, specifications, and drawings, if any, the RFP and its acceptance by the District, the purchase order, and all amendments to it. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
- M. **Independent Contractor** - While engaged in carrying out and complying with the terms and conditions of the contract, the proposer(s) agree by their signature on the RFP Form that they are an independent contractor and not an officer, employee, or agent of the District.
- N. **Anti-discrimination** - The District hereby notifies all respondents that they will affirmatively ensure that, in any contract under this advertisement, minority business enterprises will be afforded the full opportunity to submit their response to this RFP. No respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital or parental status, national origin, medical condition or physical disability, or sexual orientation in consideration for the award. Therefore, the proposer agrees to comply with applicable Federal and California laws, including the California Fair Employment and Housing Act. In addition, the successful proposer(s) agrees to require compliance by all subcontractors employed on the work by them.
- O. **Termination of Agreement Without Cause** - This Agreement may be terminated by the District upon giving thirty-(30) days advance written notice of an intention to terminate. Termination shall not affect the rights and obligations of the parties arising out of any transaction before the effective date of such termination. Other than payments for goods or services satisfactorily rendered before the effective date of said termination. The vendor shall not be entitled to further compensation or payment from the District.
- P. **Cancellation Notice by Supplier/Contractors Default** - The District requires a sixty-(60) day notice of cancellation of this contractual agreement by the supplier. Failure or refusal of the supplier to perform or do any act herein required shall constitute default.
- Q. **Cancellation for Insufficient or Non-Appropriated Food Funds** - The proposer hereby agrees and acknowledges that monies utilized by the District to purchase the items in the RFP are public money appropriated by the United States Department of Agriculture and the State of California or acquired by the District from similar public sources and is subject to variation. The District fully

reserves the right to cancel this RFP at any time and to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

- R. **Interpretation of Proposal Documents** - If any proposer(s) find discrepancies in or omissions from the RFP documents, they may submit to the Child Nutrition Services Director of the Mountain View Whisman School District a written email request for clarification and the response to it will be e-mailed to all proposer(s). Corrections will be made by additions issued to each company that has been sent or picked up an RFP packet. The District will not be responsible for oral interpretations. All additions issued shall be incorporated into the proposal.
- S. **Product Shortages** - If the successful proposer(s) cannot supply any product listed herein, the District may purchase the said product at a fair market value from another source. The difference in cost and all delivery charges shall be the supplier's responsibility, listed in the original contract agreement.
- T. **Failure to Fulfill Contract** - When the vendor shall fail to deliver any articles or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, set aside the contract entered into with the vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner with another vendor as seems to the Board of Trustees to be to the best advantage to the District. Any failure to furnish such articles or services by reason because of the vendor or contractor, as above stated, shall be the liability against the vendor and his sureties. The District reserves the right to cancel any articles or services that the successful proposer may be unable to furnish because of economic conditions, governmental regulations, or similar causes beyond the proposer's control, provided satisfactory proof to the Board of Trustees if requested. Failure to fulfill the contract may result in proposer disqualification in subsequent year(s) due to non-responsible practices.
- U. **Fingerprinting** - Successful Distributor agrees to comply with the 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 regular District hours, and will certify in writing that no such employees, agents, and representatives who been convicted of serious or violent felonies as specified will have contact with students. The Distributor will provide the District with a list of employees providing services under 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 regular district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.
- V. **Attorneys' Fees** - In the event of any dispute between the District and the Vendor about this contract or the services or products provided hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorney's fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties thereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this section shall survive the expiration or earlier termination of this Contract.

35. **CERTIFICATIONS**

- A. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

- B. The **VENDOR** shall comply with all applicable standards, orders, or regulations issued, including:
- a. Section 306 of Clean Air Act (42 U.S.C. 1847(h));
  - b. Section 508 of the Clean Water Act (33 U.S.C. 1368);
  - c. Executive Order 11738;
  - d. Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15, et seq. Environment violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the **VENDOR** agrees not to use a facility listed on the EPA's List of Violating Facilities
- C. **Suspension and Debarment Certifications:** The USDA Certification Regarding Debarment must accompany this proposal and each **subsequent** additional one-year renewal (7 CFR Section 3017.510). Contract renewals must include this certification to be considered. To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each vendor must include a certification statement with each proposal on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each Vendor to sign the attached certification statement and submit it with the proposal. Failure to comply with this requirement will cause your proposal to be disqualified and declared non-responsive.
- D. **Lobbying:** The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7CFR Part 3018) must accompany this proposal and each additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration
- E. **Energy Policy and Conservation Act:** The Vendor shall recognize mandatory standards and policies relating to energy efficiency contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.
- F. **Contract Work Hours and Safety Standards Act Compliance:** In the performance of this Contract, the **VENDOR** shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.
- G. **The Certification Regarding the Iran Contracting Act**
- H. **The Contractors Certification - Regarding Drug-Free Workplace**
- I. **The Contractors Certification - Alcoholic Beverages and Tobacco-Free Workplace**
- J. **The Contractors Certification – Workers' Compensation**
- K. **Equal Opportunity**

Mountain View Whisman School District  
Child Nutrition Services, Grocery  
RFP#2023-24-05

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written.

DISTRICT

Mountain View Whisman School District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

1701 Rock Street  
Mountain View, CA 94043  
Phone No: 510-908-2614

Fax No: \_\_\_\_\_

PROVISIONER

Danielsen Company

By: Steven P Schwartz

Title: Bid Manager

Address:

435 Southgate Ct Chico CA 95928

Phone No: 530-895-3187

Fax No. 530-895-3987

## Service Level Agreement Grocery

Below are the service expectations from the successful proposer upon receiving the award for this RFP. The successful proposer must understand and agree to the following service levels to enter into an agreement with Mountain View Whisman School District. The proposer must know that the District's Grocery Products RFP includes not only the purchase of products; but also service and delivery expectations that must be agreed to before entering into this agreement. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of a lack of such examination, inquiry, or knowledge.

**General Instructions:** RFPs are requested for furnishing Grocery for the period of (1) year and the possibility of two (2), one (1) year extensions. This RFP will be for contracting from September 1, 2023 - August 31, 2024.

1. Failure to meet these specifications shall entitle the District to cancel the contract with a 30-day notice.
2. All products specified will be purchased from the successful proposer(s) selected. Due to school demand, the District reserves the right to add or remove products as necessary. The price of such items shall be negotiated between the District and the Distributor using a similar markup percentage as all other existing/awarded products on the price request and shall be subject to the terms and conditions of this Agreement.
3. Unless otherwise specified, all products must follow the specifications indicated. All products must be fresh and U.S. Grade 1 or better. All processed fruits and vegetables must be sealed in airtight packaging. In the event of product quality failure, including but not limited to off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture, evidence of freezing, or otherwise unusable product factors, provisions must be made for pick up, exchange and issuance of appropriate credit. Additionally, products will be delivered free of infestation, including but not limited to larvae and rodent droppings.
4. Cases and packages shall be constructed to ensure safe and sanitary transportation to the point of delivery. All packaging materials shall be FDA-approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected, returned for credit, or immediate replacement, at no cost to the District for a product, freight, or re-delivery.
5. In the interest of serving the highest quality foods to students. This "Best Served On" date will assist menu planners in placing foods on optimal days of the week to maximize quality. The Distributor shall follow appropriate procedures for the first in, first out (FIFO) stock rotation system. The Distributor agrees to permit inspection of the delivered items by a representative of the District's Child Nutrition Services Department with the right to reject inferior merchandise. The District's decision shall be final, and credits must be provided upon request. All perishable products must be delivered by refrigerated trucks whereby the temperature of all products is continuously held and received by the district between 35° and 38° Fahrenheit.
6. HACCP PLAN or FOOD SECURITY AND SAFETY PROGRAM – The Distributor shall follow appropriate handling and storage practices: including providing proof of established sanitation procedures and an active pest control program to ensure proper information. A copy of the vendor's Hazard Analysis Critical Control Point (HACCP) system or Food Safety and Security Program must be submitted with this proposal. Distributors shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, the Distributor shall ensure that all products received under this contract shall be prepared, handled, and stored per the health and sanitation standards for the County of Santa Clara or the local/city/county agency in which the product was produced, State of California, and

Federal Government, whichever is higher. In case of a product contamination issue, Distributor shall provide traceback capabilities for all products to the point of origin. Evidence of such procedures should be submitted with the proposal (HACCP Plan or Food Security and Safety Program including Pest Control Policy and Recall Procedures).

**ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PRODUCT QUALITY PARAMETERS WILL BE REJECTED.**

7. In the event deliveries are not made, which results in loss of reimbursement funds for the District's meal programs, upon satisfactory agreement between the awarded proposer and the District, the District will deduct the total lost reimbursement from the supplier's current invoices. The distributor must guarantee a 90% fill rate for all District orders.
8. Quarterly, the successful proposer shall submit a complete listing with usages of all products purchased by the District.
9. All products delivered during the period covered by this proposal shall be only the exact products as requested by the District; substitutions will only be allowed if given prior approval by the District. Suppose the desired product is unavailable for any reason. In that case, the District shall be notified at least two days in advance, and the District shall be given options for a product of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the District's sole discretion.  
Products will not be represented as being in conformance with the specification when such is not the case. Products are on a menu based upon precise nutritional analysis, and a copy of that analysis is on file at the District. The Distributor must provide the specified product or an acceptable substitute, as determined by the District. If, because of failure to deliver the selected product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the District for the total value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days upon written request by the District.
10. Mail all invoices and statements to Mountain View Whisman School District, 1701 Rock Street Mountain View, CA 94043 - Attention: Child Nutrition Services. The District has the right to request invoices and statements via email. Statements are requested in an excel format.
11. If a product recall is instituted on an item delivered, the distributor will notify the District within 24 hours. The Distributor will be responsible for all costs associated with the replacement product, shipping charges, and product credit. Suppose at any time it is determined that the health and safety of the District's customers are affected by the usage of this product. In that case, the Distributor and Distributor processor must and will assume full liability.
12. No overnight "dark" drops. Deliveries must be signed for, and all products must be delivered directly to each kitchen. There is no delivery during school holidays and delivery on Saturday or Sunday. (Upon award Child Nutrition Services will provide the vendor with school vacation and holiday schedules).
13. The District's kitchens are not equipped with a loading dock. Deliveries must be unloaded by the delivery driver and placed into the designated walk-in cooler by the delivery driver. It is advised that all orders be made utilizing a delivery truck equipped with a lift gate.
14. A duplicate of the signed invoice ticket shall be left at each location at the delivery time. An itemized monthly statement showing each delivery location must be sent to the District's Child Nutrition Services Department. Quantities, item descriptions, unit prices, and extended amounts must be shown on each invoice; this shall apply to all credits. The person receiving it shall sign invoices and credits. A separate delivery ticket, invoice, and statements will be provided for the Breakfast/Lunch Programs and Supper Program.
15. Any information regarding shorted items/orders must be forwarded directly to Child Nutrition Services before delivery at the following phone number: 650 903 6965, Debbie Austin.
16. Any issues/changes on deliveries or other emergency communications shall be reported directly to the Child Nutrition Services Department by the vendor's authorized representative.
17. District reserves the right to designate an alternate delivery location if the designated site is unable to

receive deliveries for any reason. The District reserves the right to add or remove delivery sites as needed. The District also reserves the right to revise delivery times as required. Additional product and service requirements are outlined within the RFP. The District's requests deliveries each week specified in the schedule in the following table.

18. Perishable Grocery products must be delivered in a refrigerated clean and sanitary truck and the temperature of the products must be 37° – 45° at the time of delivery. A lift gate and pallets may be needed for large loads.
19. Pallets should not exceed 6 feet high and frozen and refrigerated products should be provided on separate pallets.
20. Perishable Grocery products will be stored in the school's Grocery coolers by the delivery person.



**Ordering/Delivery**

The selected vendor collaborates with the District over the term of the contract resulting from this RFP to procure and deliver grocery products to the District's five (6) kitchen sites and District Warehouse. The District reserves the right to designate an alternate delivery location if the designated site cannot receive deliveries for any reason. The District also reserves the right to revise the delivery times as required. Additional product and service requirements are outlined within the RFP.

\*Orders will be placed with the vendor weekly on Monday before the week.

MVWSD Delivery Locations				
Location	Address	Delivery Times	Preferred Delivery Days	Number of Deliveries Per Week
Crittenden Middle School	1701 Rock St., Mountain View, CA 94043	6am - 9am	Monday - Friday	5
Graham Middle School	1175 Castro St., Mountain View, CA 94040	7am - 10am	Monday, Wed	2

By signing below, you agree to provide the above level of service to Mountain View Whisman School District.

The Danielson Company

Company Name (Print or Type)

Steven P. Schwartz  
 Authorized Company Representative Signature

06/15/23

Date

Print Name: Steven P Schwartz

### Special Conditions and Instructions

**Bidder Name:** The Danielsen Company

Mountain View Whisman School District requests RFPs for Grocery. The District comprises 22 schools with an average enrollment of 6,500 students. **This is a one (1) year RFP with a possibility of an additional two (2) one-year extensions. Award of this RFP will be made to a single or multiple responsive and responsible proposer who meets the terms and conditions of the RFP.**

Quantities are for twelve (12) months, from September 1, 2023, through August 31, 2024. This quantity is for information only and is not guaranteed.

1. Bid on-site-to-site deliveries. See price sheet- Attachment A to be submitted with RFP.
2. Pre-cut processed fruit and vegetables and whole fruits and vegetables shall be on a guaranteed price, or a cost plus fixed fee, as specified in the Bid Item List, for the year from August 1, 2023, through July 31, 2024, with price adjustments made only for Acts of God/Force Majeure for fixed price items. The successful proposer shall notify the District in advance so that the District may elect to order a cost-effective substitution. Bid on each item separately.
3. Products must adhere to the District's specifications as noted. Price guaranteed except for Acts of God/Force Majeure.
4. No delivery during school holidays and vacations or Saturday and Sunday. (Upon award, Child Nutrition Services will provide the vendor with school vacation and holiday schedules.)
5. All deliveries are to be placed, dropped/stored in the designated storage area at each school location during staff working hours- no overnight "dark" drops.
6. The kitchen supervisor or designee must verify all invoices.
7. Credits for sub-standard products. (Exception – no credit to the department for damaged or out-of-code products due to the fault of the customer, i.e., customer's refrigeration failure)
8. Delivery schedule to be pre-scheduled to coincide with school needs and existing route flow for the proposer's best reduction of expenses, mileage, and time.
9. The District reserves the right to add or remove other products as may be needed throughout the term of this contract. The District may add or remove sites as necessary and in no way will this change affect or make void the Contract.

The Danielsen Company




---

Company Name (Print or Type)

Authorized Company Representative Signature

**REQUEST FOR PROPOSAL SIGNATURE PAGE - Attachment "2"**  
 TO BE SUBMITTED WITH PROPOSAL

<b>By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder.</b>	
<b>Company Name</b>	The Danielsen Company
<b>Signature of Company Official</b>	
<b>Name of Signer</b>	Steven P Schwartz
<b>Title of Signer</b>	Bid Manager
<b>Email Address</b>	Steve@dancofoods.com
<b>Complete Mailing Address</b>	435 Southgate Ct
<b>City, State, Zip</b>	Chico, CA, 95928
<b>Phone Number</b>	530-895-3187
<b>Date</b>	06/15/23
<b>Minimum Dollar Amount for Delivery</b>	\$ 1,000
<input type="checkbox"/>	<b>Check if no minimum dollar amount for delivery is required.</b>
<b>Minimum Case Amount for Delivery</b>	
<input checked="" type="checkbox"/>	<b>Check if no minimum case amount for delivery is required.</b>

**References - Attachment "5"**  
**TO BE SUBMITTED WITH PROPOSAL**

Please submit three (3) current school district References references from Bay Area School Districts in Alameda and Santa Clara counties for contracts you have completed in the last three years that are of similar scope and complexity. An unresponsive reference will **not** be considered a valid Reference. The Bidder is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District. Please note that the District reserves the right to provide a reference based on reasonably recent experience with the Bidder.

**Reference # 1**

<b>School District</b>	Lake Tahoe USD
<b>Contact Person &amp; Title</b>	Tammy Miller
<b>Address</b>	1021 A1 Tahoe Blvd., South Lake Tahoe, CA 96150
<b>Telephone Number</b>	530-541-2850 x 1089
<b>Required Number of Deliveries per Week</b>	

**Reference #2**

<b>School District</b>	Sequoia Union High School District
<b>Contact Person &amp; Title</b>	Sandra Jonaidi
<b>Address</b>	480 James Ave. Redwood City, CA 94062
<b>Telephone Number</b>	650-369-1411 x 22591
<b>Required Number of Deliveries per Week</b>	

**Reference #3**


<b>School District</b>	Jefferson School District
<b>Contact Person &amp; Title</b>	Debbi Rogers
<b>Address</b>	475 Darlene Way Tracy, CA 95377
<b>Telephone Number</b>	209-839-8759
<b>Required Number of Deliveries per Week</b>	

**Non-Collusion Declaration - Attachment "6"**

TO BE SUBMITTED WITH PROPOSAL

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

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

<b>Name of DISTRIBUTOR (Person, Firm, or Corporation)</b>  The Danielsen Company
<b>Signature of DISTRIBUTOR's Authorized Representative</b>  
<b>Print Name &amp; Title of Authorized Representative</b>  Steven P Schwartz- Bid Manager
<b>Date of Signing</b> 06/15/23


**Bidder's Statement Regarding Insurance Coverage - Attachment "7"**

TO BE SUBMITTED WITH PROPOSAL

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Mountain View Whisman School District as Additional Insured for the work specified.

The Danielsen Company

\_\_\_\_\_  
Name of Bidder (Person, Firm, or Corporation)

  
\_\_\_\_\_  
Signature of Bidder's Authorized Representative

Steven P. Schwartz-Bid Manager

\_\_\_\_\_  
Name & Title of Authorized Representative

06/15/23

\_\_\_\_\_  
Date of Signing


### Workers' Compensation Certificate - Attachment "8"

Labor Code §3700 in relevant part provides:

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

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

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

<b>Name of DISTRIBUTOR (Person, Firm, or Corporation)</b>	
The Danielsen Company	
<b>Signature of DISTRIBUTOR's Authorized Representative</b>	
	
<b>Print Name &amp; Title of Authorized Representative</b>	
Steven P Schwartz	
<b>Date of Signing</b>	06/15/23

*In accordance with Article 5 (commencing at §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 w*

**Drug-Free Workplace Certification - Attachment "9"**

TO BE SUBMITTED WITH PROPOSAL

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

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

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

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

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

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

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

DATE: 6/17/23

The American Company  
CONTRACTOR

By: [Signature]  
Signature



### Equal Opportunity Employment - Attachment "10"

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

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

#### CERTIFICATE

I/We hereby certify that the The Danielsen Company

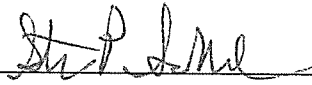
\_\_\_\_\_ (Company)

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

DATE: 06/15/23

Steven P Schwartz

\_\_\_\_\_  
CONTRACTOR

By: 

### Fingerprint Clearance Certification - Attachment "11"

#### FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET (Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)


2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment A** to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment B** to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

Bidder The Danielsen Company  
(Type or Print Complete Legal Name of Company)

By   
(Signature)

06/15/23  
(Date)

Name Steven P Schwartz  
(Type or Print)

Title Bid Manager

## ATTACHMENT A

### Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions


Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: The Danielsen Company  
Date of Entity's Contract with District: 2018  
Scope of Entity's Contract with District: Food Distributor

I, Steven P Schwartz [insert name], am the Bid Manager [insert "owner" or officer title] for The Danielsen Company [insert name of business entity] ("Entity"), which entered a contract on 06/15, 2023, with the District for Mountain View Whisman School District

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: June 15, 2023 Signature:   
Typed Name: Steven P Schwartz  
Title: Bid Manager  
Entity: \_\_\_\_\_

## **Certification And Disclosure Statements - Attachment "12"**

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

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

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

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

### ***Suspension and Debarment Certification***

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

### ***Certification Regarding Lobbying***

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

**In addition**, when SFAs put out proposal for goods and services or renew/extend existing contracts that exceed the \$100,000 threshold, they are required to obtain a completed *Certification Regarding Lobbying* from either the potential vendors and/or existing contractors before any transactions can occur between the SFA and the vendor contractor (7 CFR 3018.110). This certification is required as part of the original proposal, 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.
- Vendors must submit completed certifications to the SFA as part of the original proposal, contract renewal, or contract extension. If completed certifications are not included, the original proposal is considered nonresponsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original proposal or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.

### SFAs with Food Service Management or Consulting Contracts

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

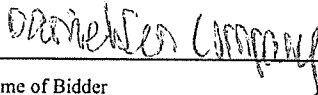
### Summary

- *Suspension and Debarment Certification*
  1. The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000.
  2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.
  3. The SFA retains certification signed by the 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 proposal 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. (Item2 of *Certification Regarding Lobbying*.)

If you have any questions, please contact Rae Vant, School Nutrition Programs Specialist, by phone at 916-445-6775 or 800-952-5609 or by e-mail at [rvant@cde.ca.gov](mailto:rvant@cde.ca.gov) or Eric Burnette, School Nutrition Programs Specialist, by phone at 916-322-1641 or 800-952-5609 or by e-mail at [eburnette@cde.ca.gov](mailto:eburnette@cde.ca.gov).

### Certificate Of Independent Price Determination - Attachment "13" TO BE SUBMITTED WITH PROPOSAL

Both the SFA and Bidder shall execute this Certificate of Independent Price Determination.

		
Name of Bidder		Name of SFA

1. By submission of this offer, the offeror (Bidder) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
  - a. The prices in this offer have been arrived at independently—without consultation, communication, or agreement—for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
  - c. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
2. Each person signing this offer on behalf of the offeror certifies that:
  - a. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
  - b. He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows (provide detail):

---



---

				8-17-23
Signature of Bidder's Authorized Representative		Title		Date

*In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.*

Signature of SFA's Authorized Representative		Title		Date



**Suspension And Debarment Certification - Attachment "14"**  
TO BE SUBMITTED WITH PROPOSAL

**INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a Proposal 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 THE FOLLOWING PAGE)**


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

\_\_\_\_\_ Name  
of School Food Authority                      Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Steven P Schwartz  
\_\_\_\_\_  
Printed Name

Bid Manager  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Signature

06/15/23  
\_\_\_\_\_  
Date

**DO NOT SUBMIT THIS FORM RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL  
RESPONSES.  
INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$150,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### Certification Regarding Lobbying - Attachment "15"

#### TO BE SUBMITTED WITH PROPOSAL

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

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) *The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.*  
*The Damsisen Company does not lobby*

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

**OR**

Name of Food Service Management or Food Service Consulting Company: <i>The Damsisen Company</i>		
Printed Name and Title: <i>Steven Schwartz</i>	Signature: <i>[Signature]</i>	Date: <i>4/11/23</i>
Name of School Food Authority:		Agreement Number:

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

**DISCLOSURE OF LOBBYING ACTIVITIES**

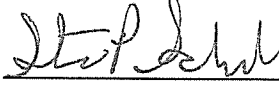
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b>  a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	<b>2. Status of Federal Action:</b>  a. Bid/offer/application b. Initial award c. Post-award	<b>3. Report Type:</b>  a. Initial filing b. Material change <b>FOR MATERIAL CHANGE</b>  ONLY: Year: _____ Quarter: ____
<b>4. Name and Address of Reporting Entity:</b>  Prime Subawardee Tier _____, if known  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> <i>The Danielson company does not lobby</i>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable:	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	

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 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 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 (item 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 item 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. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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.

<p><b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b></p>	<p><b>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b></p>
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<p><b>11. 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.</b></p>	<p>Signature: <u></u></p> <p>Print Name: <u>Steven P Schwartz</u></p> <p>Title: <u>Bid Manager</u></p> <p>Telephone No: (<u>530</u>) <u>895-3187</u> Date: <u>06/15/23</u></p>
<p><b>Federal Use Only:</b></p>	<p><b>Authorized for local reproduction Standard Form - LLL</b></p>

**INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

**Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "16"**

TO BE SUBMITTED WITH PROPOSAL

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits Bidders engaged in investment activities in Iran from proposing on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A Bidder who "engages in investment activities in Iran" is defined as either:

1. A Bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A Bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The Bidder shall certify that at the time of submitting a Proposal for new contract or renewal of an existing contract, the Bidder is not identified on the DGS list of ineligible businesses or persons and that the Bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to proposal on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the Bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

**OPTION #1: CERTIFICATION**

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

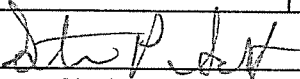
Vendor Name/Financial Institution (printed) <i>DAVIDSON COMPANY</i>	BTRC (or n/a) <i>N/A</i>
By (Authorized Signature) <i>[Signature]</i>	
Print Name and Title of Person Signing <i>STEVEN SCHMIDT - Bid Manager</i>	
Date Executed <i>6/15/23</i>	City Approval (Signature) (Print Name) <i>[Signature] STEVEN SCHMIDT</i>

**OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to proposal on, submit a

Mountain View Whisman School District  
Child Nutrition Services, Grocery  
RFP#2023-24-05

proposal for, or enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	BTRC (or n/a)	
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)




**Contractor's Certificate Regarding  
Alcoholic Beverage And Tobacco-Free Campus Policy - Attachment "17"**

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

DATE: 06/15/23

Steven P Schwartz

CONTRACTOR

By:  Signature

## Clean Air and Water Certification - Attachment "19"

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

The Danielsen Company

\_\_\_\_\_  
Name of Vendor Company

### THE VENDOR AGREES AS FOLLOWS:

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

### THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

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

  
\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Bid Manager

Title

\_\_\_\_\_  
06/15/23

Date


### Buy American Certification Form - Attachment "20"

Mountain View Whisman School District is to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

Mountain View Whisman School District must be notified in writing at least 10 days prior to delivering a nondomestic agricultural commodity or product and request prior approval. The written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:

- a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quantity; and/or
- b) Why competitive proposal reveal the cost of the domestic product is significantly higher than the nondomestic product

I/we The Danielsen Company, certify that only domestic commodity or food/beverage products will be supplied to Mountain View Whisman School District unless otherwise mutually agreed upon and pre-approved by Mountain View Whisman School District .

  
Signature

06/15/23

Date

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.

Vallejo School District will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between Vallejo School District and the vendor and documented.

### China Prohibition Certification - Attachment "21"

To ensure compliance with the Consolidated Appropriations Act of 2021 that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. It is the program operator's responsibility to ensure the country of origin for all nondomestic raw or processed poultry products, whether purchased directly by the program operator or on their behalf. The prohibition set forth in the Consolidated Appropriations Act of 2021 (Public Law 116-260) Division A, Section 764, does not allow for any exceptions.

To ensure compliance with the prohibition, this certification of acknowledgement acknowledges your agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116-260).

This certification shall be in effect for the entire term of the contract if awarded.

I/we The Danielsen Company, certify that we will not manufacture or distribute raw or processed poultry products that are imported into the United States from the People's Republic of China to be sold/distributed to the Mountain View Whisman School District for use in their school meal programs and paid for by federal funds.

Steven P Schwartz-Bid Manager

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Printed Name and Title of Person Signing



06/15/23

Signature

Date

END OF RFP

PR#: \_\_\_\_\_

**APPENDIX 2**  
**Danielsen's Pricing Schedule for RFP# 2023-24-05**

1. **INVOICES.** Invoices must include all of the following: invoice date, Purchase Order #, dates of service, detailed description of service, payment rate, total payment due, remit to address, Consultant name, and contact information.
  - a. **Costs:** Must correlate payment to Contractor with provision of products detailed in Appendix A. The breakdown should list separately and in detail the rates pay, charges and expenses. Indirect fees/charges, fringe benefits, administrative cost, overhead costs and reference to insurance costs are prohibited.



WG = Whole Grain, IW = Ind. Wrapped

Item (MC=WHOLE GRAIN 51%, IW=INDIVIDUALLY WRAP)	MEG ITEM # (For Item # list in column K)	PACK	SIZE (VOLUME)	UNIT	This Column Intentionally Blank	BRAND (for similar list in column I)	Quantity	New Quantity (if converting pack size)	Identify Whose Product Is (City/State/Country)	Show Conversion Math if using other pack size or volume	Identify Brand if quoting a like item	Item Description if quoting a like item	Manuf. Item Number if quoting like item	Case Pack Information if quoting like item	Extended Cost	NOTES
CHIP CORN ORIG SS	8093552	104	1.0Z	CS		FRITOS	3		USA					No Bid	\$117.29	
CHIP CORN REGULAR	4073847	6	16.0Z	CS		FRITOS	7		USA					No Bid	\$117.29	
Chip Garden Salsa WG		104	1.0Z	CS			10		USA					No Bid	\$39.13	
CHIP MULTIGRAIN HRVST CHDR	5527361	104	1.0Z	CS		Sun Chip	485		USA					No Bid	\$39.13	
CHIP NACHO CHS	8847295	120	1.0Z	CS		SUNCHIP	4		USA					No Bid	\$39.13	
Chip Original WGS		104	1.0Z	CS		DORITOS	16		USA					No Bid	\$18,679.28	
CHIP POTATO REG SFG SRV	5511175	104	1.0Z	CS		Sun Chip	151		USA					No Bid	\$126.52	
CHIP POTATO REGULAR INDV	6163141	120	1.0Z	CS		LAYS	44		USA					No Bid	\$26.15	Market
CHIP POTATO SOUR GRM & ONION	7074348	120	1.0Z	CS		LAYS	15		USA					No Bid	\$39.13	Market
CHIP TORTILLA NACHO CHS LSS	6743112	70	1.0Z	CS		BBRCLCS	6		USA					No Bid	\$1,271.72	
CHIP TORTILLA NACHO CHS SS	5511928	64	1.0Z	CS		DORITOS	5		USA					No Bid	\$20.34	
CHIP TORTILLA NACHO REDUCE FAT	6628774	104	1.0Z	CS		DORITOS	33		USA					No Bid	\$39.63	Market Special Order
CHIP WONTON STRIP	1125402	10	1.16	CS		DORITOS	4		USA					No Bid	\$44.29	Market
CHIPS MULTIGRAIN GARDEN SALSA WG	36445	104	1.0Z	CS		SYS CLS	2		USA					No Bid	\$27.07	Market
CHIPS MULTIGRAIN GARDEN SALSA WG	7774813	12	84.0Z	CS		SUN CHIPS	10		USA					No Bid	\$39.13	
CHIPS MULTIGRAIN GARDEN SALSA WG	8354664	150	1.0Z	CS		MRTNELL	4		USA					No Bid	\$39.13	
Cookie Halloween WG IW		140	1.2oz	CS		RELLOGG	2		USA					No Bid	\$39.13	
COOKIE SNACK FUN AND FITNESS	7073959	120	1.0Z	CS		DOCKJANE	21		USA					No Bid	\$34.59	
COOKIE VAN SMART ENGS/SPN	1044987	120	88.0Z	CS		DOCKJANE	12		USA					No Bid	\$43.56	\$69.18
CORN DOG CHICKEN 4X1	1726912	72	4.0Z	CS		FOSTRFRM	5		USA					No Bid	\$27.64	\$914.76 Fat Cal Special Order
CORN DOG CHKN MIM HNY BTR 67	1678051	2	5.16	CS		SYS CLS	26		USA					No Bid	\$27.64	\$331.68
CORN DOG CHKN MIM WHL GRN GN	1567880	2	5.16	CS		SYS CLS	225		USA					No Bid	\$1,382.20	Special Order
CORN WHL KERNEL FRSH N SWEET	1971911	2	5.16	CS		SIMPCLS	162		USA					No Bid	\$45.07	\$1,171.82
COVER FOOD STOR TRAYS	6942205	1	20.16	CS		CAMERO	3		USA					No Bid	\$33.02	\$5,349.24
COVER PLAS CAMWR RND CLR 15MC	5854377	50	50.68N	CS		CAMERO	10		USA					No Bid	\$20.50	\$61.50
COVER PLAS CAMWR RND CLR 648QT	4194171	1	EA	CS		CAMERO	2		USA					No Bid	\$61.50	Market
COVER PLAS CAMWR SDR KELLY GRN	4411930	1	24.0T	CS		CAMERO	8		USA					No Bid	\$19.76	
COVER PLAS CAMWR SDR MIDNT BLU	2529501	1	EA	CS		CAMERO	10		USA					No Bid	\$19.76	
COVER PLAS CAMWR SDR WNTIR ROS	4411922	1	EA	CS		CAMERO	10		USA					No Bid	\$19.76	
COVER PLAS FOOD RND WHIT 244 QT	4167052	1	EA	CS		CAMERO	10		USA					No Bid	\$19.76	
CRACKER CHEDDAR BUNNIES ORGNIC	5652540	100	75.0Z	CS		ANNIE'S	4		USA					No Bid	\$35.98	\$143.92
Cracker Cheese Sandwich IW		144	4.4	CS		Austin	2		USA					No Bid	\$35.98	
CRACKER CHEEZ-IT WG IW	241007583	175	75.0Z	CS		RELLOGGS	2		USA					No Bid	\$143.92	
CRACKER CHEEZ-ITS REDUCED FAT	0054700	60	1.5.0Z	CS		SUNSHIN	6		USA					No Bid	\$42.20	\$253.68
CRACKER CHURRO CRNCH CRAVE IW	2049193	160	1.0Z	CS		J & J SNACK	4		USA					No Bid	\$19.76	\$79.04
CRACKER GOLD FISH CHOR WHGR COI	20014004766	300	75.0Z	CS		PEPPARM	4		USA					No Bid	\$36.05	\$144.20 Special Order
CRACKER GOLD FISH CHOR WHGR COI	20000007455	60	1.0Z	CS		PEPPARM	6		USA					No Bid	\$73.20	\$282.60 Special Order Market
CRACKER GOLD FISH PRZL WHLGRN	200000014356	300	75.0Z	CS		PEPPARM	5		USA					No Bid	\$36.05	\$144.20 Special Order Market
Cracker Graham Bear Chocolate WG		300	1.oz-24	CS		MJLN	6		USA					No Bid	\$50.46	\$302.30
Cracker Graham Honey w/ Calcium WG		300	1.oz-24	CS		MJLN	6		USA					No Bid	\$50.46	\$302.30
Cracker Graham Tiger Bites WG IW		150	1.oz	CS		Keebler	4		USA					No Bid	\$53.13	\$318.78
CRANBERRY DRIED RASP LINADE	9909183	200	1.160Z	CS		Keebler	2		USA					No Bid	\$26.95	\$210.60
CREAMER COFFEE NONDAIRY FR VANI	7750318	180	3.8.0Z	CS		CORPATE	5		USA					No Bid	\$34.59	\$138.36





WG = Whole Grain, IW = Ind. Wrapped

MFG ITEM # (or similar, list in column K)	Item (WG = WHOLE GRAIN 51%, IW = INDIVIDUALLY WRAP)	PACK	SIZE (VOLUME)	UNIT (VOLUME)	This Column Intentionally Blank	BRAND (or similar, list in column J)	Quantity	New Quantity (if converting pack size)	Identify Where Product is MFG (City, state/ Country)	Show Conversion Main if using other than specified package or volume	Identify Brand if quoting a like item	Item Description if quoting a like item	Manuf. Item Number if quoting a like item	Case Pack Information if quoting a like item	Show math used for pack size conversion (if applicable)	Cost per Size (measure in column D)	Case Cost	Extended Cost	NOTES
786	MUFFIN 3.5" ENGLISH SLICED	144	20Z	CS		BAKE CRRAFT	52		USA		Shannon's	english muffin	S2850	144.2 oz	1.955	\$28.31	\$4,303.12	whole grain	
787	MUFFIN CORN	72	15.0Z	CS		BAKERS	28		USA		Dave's	corn muffin	116380	901.9 oz	3.697	\$33.28	\$7,45.47		
3257975	MUFFIN ENGLISH FRK SPLIT 20Z	12	12CT	CS		BAKERS	3												
3257955	MUFFIN ENGLISH PLAIN FRK SPLIT	12	12CT	CS		BAKERS	3												
3257989	MUFFIN ENGLISH WHOLE FRK SPLIT	12	12CT	CS		BAKERS	6												
1608950	MUSTARD YELLOW PACKETS	1000	5.5 GM	CS		HEB	18		USA		Shannon's	english muffin	S2850	144.2 oz	1.955	\$28.31	\$169.86	whole grain	
4006649	MUSTARD YELLOW PACKETS MILD	500	16.0Z	CS		HEB	5		USA	5x1000/500	PPI	mustard packets	762930	300-5.5 gm	0.954	\$12.71	\$228.78		
7078320	MUSTARD YELLOW PKTS	7078320	500	4.50Z	CS	BELL LASY	1		USA		PPI	mustard packets	762930	300-5.5 gm	0.954	\$12.71	\$228.78		
611200W	NADA PIZZA TURKEY BULK	60	50Z	CS		BELL LASY	7												
7252288	NADA JACO TURKEY IV	60	50Z	CS		BELL LASY	27												
4004438	NOODLE CHOW MEN	4	24.0Z	CS		BEHAGLS	4				Bell Tasty	lasopoda		60-4.5 oz	8.215	\$49.29	\$345.03		
5141926	NOODLE CHOW MEN	4	24.0Z	CS		BEHAGLS	2								5.571	\$1.43	\$1,388.61	whole grain	
3222686	OIL CANOLA SAL	4	2.250Z	CS		LUHMOST	3								6.5466	\$39.28	\$78.56		
650009	OIL OLIVE BLEND 50/20	4	1 GAL	CS		NUTMIST	3												
650010	OIL OLIVE BLEND 50/10	6	1 GAL	CS		AREZLS	3												
6332845	OIL OLIVE CANOLA EVO 75/25	6	1 GAL	CS		AREZLS	3												
4119801	OIL VEGETABLE PURE	6	1 GAL	CS		AREZLS	4												
9263211	ONION RING BEER BTR JB OVNB	6	2.5 LB	CS		SVS CLS	1												
1397819	ORANGE MANDARIN SECT LS	6	#10	CS		SVS IMP	4												
3548385	ORANGE MANDARIN WHL SEC LGHT	6	#10	CS		DOLE	2				Brew City	beer battered frogs	2010010	6-2.54	9.6566	\$57.84	\$231.76	Market	
7184242	PAN COATING ALLERGEN FREE	6	16.5Z	CS		SVS CLS	5				Horn of Plenty	half mandarin	14724	6-#10	16.2968	\$37.78	\$75.56		
4582290	PAN COATING ARSI FOOD RELEASE	6	17.0Z	CS		VEGLENE	1		USA		Ambrosia	whole mandarin	14910	6-#10	7.0100	\$42.06	\$210.30	Special Order	
4018184	PAN FRY ALUMINUM NONSTK WHHD	1	10 IN	CS		PAM	1		USA						4.1063	\$30.53	\$30.53		
	Pancake Blueberry WG IW	80	3 oz	CS		LINGOLN	2									\$24.65	\$24.65		
	Pancake Bow Strawberry WG IW	72	3.8 oz	CS		The Max	25												
9238445	PANCAKE BUTTERFLY GRANIDE 5	144	1.7 OZ	CS		Buena Vista	1		USA						3.866	\$42.93	\$1,073.25		
	PANCAKE CHINA MEN WG IW	80	3 oz	CS		SVS CLS	40								8.945	\$61.53	\$61.53		
	PANCAKE CHINA MEN WG IW	72	3 oz	CS		The Max	40												
5690460	PANCAKE Maple Mini WG IW	72	3 oz	CS		EGG	205												
9698357	PASTA MACARONI ELBOW	144	1.40Z	CS		KRS1E2A2	15												
7967946	PASTA PENNE RIGATE	2	10 LB	CS		BARILLA	40				Bake Crafters	whole grain penne	1475	144-4 in	5.207	\$41.66	\$1,666.40		
7967524	PASTA RIGATONI	2	10 LB	CS		BARILLA	24								4.779	\$34.41	\$7,054.05		
4552786	PASTA ROTINI FUSILLI	2	10 LB	CS		BARILLA	18				Dixie Growers	macaroni elbow	92109	2-10W	4.910	\$26.94	\$404.10		
4876367	PASTA ROTINI SPIRAL	2	10 LB	CS		BARILLA	22				Dixie Growers	penne tripe	92010	2-10W	9.6900	\$19.72	\$374.28	Egg	
59114276	PASTA SPAGHETTI	4	5 LB	CS		LABELLA	8								15.9900	\$31.98	\$39.44	whole grain	
4862983	PASTA TORTELLINI CHEESE PRECKO	2	10 LB	CS		LABELLA	8				Dixie Growers	totini	92021	2-10W	9.6800	\$19.72	\$59.10	Market Special Order	
2644422	PATTY GARDEN VEGGIE	2	5LB	CS		ANG MIA	112												
38182787112	PATTY GARDEN VEGGIE	48	3.50Z	CS		MORNINGSTAR	321				Dixie Growers	10" spaghetti	91322	2-10W	9.8600	\$19.72	\$2,208.64	whole grain	
24009570	PEPPER CHILI GRN DICED RSTD/PL	12	27.0Z	CS		CASAALS	13				Mirretti	pretzels	30003	2-5 #	20.83	\$41.66	\$1,372.80	Special Order	
6286880	PEPPER JALAPENO SFT FIELD RUN	12	27.0Z	CS		CASAALS	51								1.1670	\$6.02	\$728.28		
4968566	Pizza Cheese Galaxy WG-4" IW	6	#10	CS		SVS REL	2		USA		Late Palms	chiles diced	16025	12-27 oz	5.2816	\$45.38	\$242.58	Special Order	
		72	4.46 oz	CS		Tony's	10				Our House	sliced jalapenos	H5572	6-#10	3.7100	\$22.26	\$44.32	Market	
															8.281	\$59.83	\$598.30		

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10000059318	Pizza Preparation 5" Deep Dish WG IW	80	5.63 oz	CS		WAL MEX'S	2		USA							1.2875	\$102.60	\$205.20	
10000059318	Pizza Preparation Slice WG IW	90	5.5 oz	CS		WAL MEX'S	6		USA							1.1313	\$101.82	\$569.10	
10000059332	PLANT BASED NUGGETS BULK		10LB			TYSON	5		USA							4.2590P	\$42.99	\$564.85	
1555313	Plant B Paper Lightweight	10	100 ct	CS		Empress	15		USA							3.1340	No Bid	\$519.60	
7227600	PLATE CORN MY LAM BLK 9	4	125 CT	CS		SYSCLS	10		USA							No Bid	\$313.40	Market	
7064542	PLATE CORN MY LAM BLK 9 FREE	4	125 CT	CS		SYSCLS	10		USA							No Bid	No Bid		
4210885	PLATE PAPER MID PER 3	4	125 CT	CS		ERTHET	33		USA							9.6825	\$39.73	\$1,278.09	Market
1008465	PLATE PAPER VHT VERDICT B 75	60	4.5 oz	CS		CHNET	10		USA							8769	\$52.56	\$578.60	Special Order
1008465	Pizzeria Pizza Turkey WG IW	60	4.5 oz	CS		Tasty Meats	4		USA			chili bean & cheese pocket	CHIMNA2B			8015	\$49.29	\$197.16	
1008465	Pizzeria Pizza Turkey WG IW	60	4.5 oz	CS		Tasty Meats	4		USA							8971	\$51.43	\$205.72	
1008465	Pizzeria Pizza Turkey WG IW	60	4.5 oz	CS		Tasty Meats	4		USA							3807	\$51.43	\$205.72	
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1008465	Pizzeria Pizza Turkey WG IW	60	4.5 oz	CS		Tasty Meats	4		USA										

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SCOOBY DOO GRAHAM STIX IW	30100-50689	210	10Z	CS		KEEBLER	1		USA						0.2498	\$52.47			
SEASONING FRUIT TAJIN	7028686	6	32.0Z	CS		WUJ	3		USA						2.315	No Bid	\$52.47		
SEASONING TACO POUCH	4171515	6	11.0Z	CS		WUJ	3		USA						2.315	No Bid	\$52.47		
SHARPER-KNIFE	643242	4	6A	CS		WUJ	2		USA						0.2857	No Bid	\$52.47		
SNACK BAR BLUE/LEMON CRISP	4504144	108	10Z	CS		WUJ	5		USA						0.2165	No Bid	\$52.47		
SNACK BAR GRANOLA OATS N HNY	11582000	4	36 CT	CS		WUJ	11		USA						0.5293	No Bid	\$52.47		
SNACK BAR GRANOLA OAT/HNY 2PK	16000-33530	108	1.5 OZ	CS		WUJ	4		USA						0.5293	No Bid	\$52.47		
SNACK CHEDDAR AGED WHIT	3136581	24	5.0Z	CS		WUJ	3		USA						0.5293	No Bid	\$52.47		
SNACK CHIP VEG	8810121	60	1.0Z	CS		WUJ	35		USA						0.5293	No Bid	\$52.47		
SNACK FRUIT BY THE FOOT 750Z	7190007	96	75.0Z	CS		WUJ	22		USA						0.5293	No Bid	\$52.47		
SNACK MIX CHEK CHRDR SIMPLY	1899077	60	9.0Z	CS		WUJ	22		USA						0.5293	No Bid	\$52.47		
SNACK MIX CHEX TRITNL FLVR	7592248	60	1.75 Z	CS		WUJ	24		USA						0.5293	No Bid	\$52.47		
SNACK MIX FLAMIN HOT LSS	6798829	64	2.0Z	CS		WUJ	6		USA						0.5293	No Bid	\$52.47		
SNACK MIX Munchies WG		104	0.875 oz	CS		WUJ	3		USA						0.5293	No Bid	\$52.47		
SNACK PUFF CHSE SMART	1347255	24	1.0Z	CS		WUJ	22		USA						0.5293	No Bid	\$52.47		
SNACK PUFF WHT CHRDR AGED	1347246	24	1.0Z	CS		WUJ	22		USA						0.5293	No Bid	\$52.47		
SNACK VEGGIE RANCH	2756296	24	1.0Z	CS		WUJ	22		USA						0.5293	No Bid	\$52.47		
SNACK VEGGIE STRAW SEA SALT	3676782	12	5.0Z	CS		WUJ	22		USA						0.5293	No Bid	\$52.47		
SODA COCA COLA CLS	2786127	24	12.0Z	CS		WUJ	6		USA						0.5293	No Bid	\$52.47		
SODA COKE DIET	4187357	24	12.0Z	CS		WUJ	6		USA						0.5293	No Bid	\$52.47		
Soft Filled Bar Cn Toast Crunch WG IW		72	2.36 OZ	CS		WUJ	3		USA						0.5293	No Bid	\$52.47		
SOUP BASE BEEF LO-SODIUM GF	5914421	6	5.1B	CS		WUJ	12		USA						0.5293	No Bid	\$52.47		
SOUP BASE BEEF LO MSG ADDED	4342754	4	5.1B	CS		WUJ	1		USA						0.5293	No Bid	\$52.47		
SOUP BASE CHICKEN NO MSG ADDED	5438853	4	5.1B	CS		WUJ	1		USA						0.5293	No Bid	\$52.47		
SOUP BASE VEG GF NO MSG SAUT	5532650	6	1.1B	CS		WUJ	2		USA						0.5293	No Bid	\$52.47		
SOUP BASE VEG BLE LO-SODIUM GF	5914397	6	1.1B	CS		WUJ	1		USA						0.5293	No Bid	\$52.47		
SPICE PAPRIKA GRND	8798740	3	5.1B	CS		WUJ	1		USA						0.5293	No Bid	\$52.47		
Spork Kit Regular Straw (Blue)		1	1000 pt	CS		WUJ	20		USA						0.5293	No Bid	\$52.47		
SPRINGROLL VEG 1.5 OZ	5627368	10	20CT	CS		WUJ	14		USA						0.5293	No Bid	\$52.47		
STRIP TEST SANITIZER QUAT-40	4831901	1	15' RL	CS		WUJ	4		USA						0.5293	No Bid	\$52.47		
SUGAR GRANULATED XFINE CANE	5697572	1	25 LB	CS		WUJ	1		USA						0.5293	No Bid	\$52.47		
SUNFLOWER SEED SUNBUTTER	6520959	6	5.1B	CS		WUJ	3		USA						0.5293	No Bid	\$52.47		
Straw Cup		100	1.5 oz	CS		WUJ	60		USA						0.5293	No Bid	\$52.47		
TACO POCKET TRKY NADA WRPD	1743721	60	4.5 OZ	CS		WUJ	11		USA						0.5293	No Bid	\$52.47		
TADUUTO CHICKEN SHRED	8018626	100	1.5OZ	CS		WUJ	1		USA						0.5293	No Bid	\$52.47		
TERMO-METER DEEP FRY 200-400F	4884464	1	EA	CS		WUJ	1		USA						0.5293	No Bid	\$52.47		
TERMO-METER DIGITAL WSPHEATH	7066308	1	EACH	CS		WUJ	1		USA						0.5293	No Bid	\$52.47		
TERMO-METER FREEZER /REFRIG	7066303	1	EACH	CS		WUJ	1		USA						0.5293	No Bid	\$52.47		
TERMO-METER FRZR FRZR -40-80F	1954146	2	EACH	CS		WUJ	3		USA						0.5293	No Bid	\$52.47		
TERMO-METER OVEN D072	1261534	1	EA	CS		WUJ	6		USA						0.5293	No Bid	\$52.47		
TERMO-METER REFRIG -40/120	0549137	1	EA	CS		WUJ	6		USA						0.5293	No Bid	\$52.47		
TORU EXTRA FIRM WTR PK NON-GMO	9907433	12	16 OZ	CS		WUJ	6		USA						0.5293	No Bid	\$52.47		
TOMATO DICED IN JUICE CA	4113460	6	10F	CS		WUJ	6		USA						0.5293	No Bid	\$52.47		
TOMATO DICED IN JUICE CHNKY CA	4113684	6	10F	CS		WUJ	7		USA						0.5293	No Bid	\$52.47		

WG = Whole Grain, IW = Ind. Wrap

Item (MFG, WHOLE GRAIN \$1%, IW = INDIVIDUALLY WRAP)	MFG ITEM # (*or similar list in column K)	PACK	SIZE (VOLUME)	UNIT	This Column Intentionally Blank	BRAND (*or similar, list in column J)	Quantity	New Quantity (if converting pack size)	Identify Whose Product is MFG (City/State/ Country)	Show Conversion Math if using either pack size or Volume	Identify Brand if quoting a like item	Item Description if quoting a like item	Manuf. Item Number if quoting a like item	Case Pack Information if quoting a like item	Show math used for pack conversion if applicable	Cost per Size Unit in column D)	Case Cost	Extended Cost	NOTES
TOMATO DICED IN PUREE CA	4113411	6	#10	CS		SYS MP	3								No Bid				
Tortilla Cho Rodch R/F WG	36006	72	1 OZ	CS		Derives	15		USA						0.7259	\$27.07	\$406.05		
Tortilla Cho Necho Cheese R/F WG	11142	104	1 OZ	CS			15		USA						0.4758	\$44.29	\$664.25	Market	
Tortilla Cho No Salt Yellow Round IW	11142	112	1.5 oz	CS			252		USA							\$31.34	\$308.39		
Tortilla Cho Sea Yellow Round IW	11142	112	1.5 oz	CS			252		USA							\$31.34	\$308.39		
TORTILLA CORN TBL 6 WHT	7491467	6	60CT	CS			15		USA							\$11.08	\$11.08		
TORTILLA CORN WHT 4.5	5291059	10	5.0OZ	CS			3		USA							\$22.60	\$22.60		
TORTILLA CORN YEL 6	5290485	12	60CT	CS			1		USA							\$16.63	\$16.63		
TORTILLA CORN YEL THICK 6IN	7148869	6	5.0Z	CS			1		USA							\$22.60	\$22.60		
TORTILLA FLOUR PRESS 10	2386154	12	12 CT	CS			53		USA							\$22.86	\$1,453.69		
TORTILLA FLOUR PRESS 6IN	2386154	24	12 CT	CS			24		USA							\$19.34	\$185.66		
TORTILLA STRIP TRICOLOR FRIED	1125342	10	11 LB	CS			1		USA							\$19.34	\$185.66		
TOWEL KITCHEN 9X11 2PLY WHT	2150787	30	84 CT	CS			2		USA							\$30.33	\$582.75	Market 8" x 11"	
Trail Mix Tropical	KRF00260	72	2 OZ	CS			6		USA							\$30.33	\$582.75	Market 8" x 11"	
Trail Bagasse 5-Corn Biodegradable	BWKTRAYWH	1	500 CT	CS			15		USA							\$30.33	\$582.75	Market 8" x 11"	
TRAY FOOD PAPER 2 LB	7222854	4	250CT	CS			8		USA							\$59.85	\$682.75	Market	
TRAY FOOD PAPER 3 LB	7222854	4	150 CT	CS			14		USA							\$24.18	\$193.44		
TRAY FOOD PAPER RED PLAIN 1LB	1988451	4	250CT	CS			8		USA							\$20.88	\$292.32		
TRAY FOOD PAPER RED PLAIN 3LB	1988451	2	250CT	CS			32		USA							\$21.16	\$169.28	Kraft	
TRAY FOOD PAPER RED PLAIN 5LB	1988459	2	250CT	CS			12		USA							\$20.88	\$668.16	Kraft	
TRAY FOOD PAPER RED PLAIN 8OZ	1988507	4	250CT	CS			12		USA							\$28.57	\$342.84	Kraft	
TURKEY BREAST SLI ORSTD FRSH	2024842	6	2.5 LB	CS			3		USA							\$17.68	\$53.04	Kraft	
TURKEY STICK SMACK G/TN FREE	4446813	144	5 OZ	CS			2		USA							\$5.90#	\$442.50		
TWIN PACK MINI CHS BURGER IW	CB640	72	4.65OZ	CS			35		USA							\$9.77	\$3,428.95		
VEGETABLE BLEND FAJITA PPRCON	8819492	6	2.5 LB	CS			2		USA							\$39.77	\$477.24	Special Order	
VEGETABLE BLEND JAPANESE GR A	1475003	12	2 LB	CS			12		USA							\$39.77	\$477.24	Special Order	
VEGETABLE BLEND MEXICAN	3960200	1	30 LB	CS			22		USA							\$28.56	\$754.51	Market	
VEGETABLE BLEND MEXICAN AUG	7338718	212	75OZ	CS			6		USA							\$20.00	\$1,800.00	Market	
VEGETARIAN PTY BRKFST SAUSAGE	4800451	112	1.34OZ	CS			118		USA							\$20.00	\$1,800.00	Market	
Waffle Chocolate Chip WG IW	5722MA	96	2.4 oz	CS			8		USA							\$51.67	\$8,015.64	Special Order	
Waffle Maple IW	5722MA	72	2.4 oz	CS			4		USA							\$51.67	\$8,015.64	Special Order	
WAFLE MINI CHN WG IW	380009313	72	2.64OZ	CS			126		USA							\$53.44	\$5,050.08		
WAFLE STRAWBERRY IW	5722ST	72	2.64OZ	CS			20		USA							\$53.44	\$5,050.08		
WAFLE VANILLA IW	5722VA	72	2.64OZ	CS			29		USA							\$34.41	\$688.20		
WAFLES MINI BLUEBERRY BASH IW	32284	72	2.47OZ	CS			85		USA							\$34.41	\$688.20		
WAFLES MINI MAPLE WG IW	3800093215	72	2.65OZ	CS			29		USA							\$34.41	\$688.20		
WATER BOTTLED SPRING	5901031	40	16.9OZ	CS			251		USA							\$35.24	\$2,999.40		
WIPE ANTIBACTERIAL PROBE	1953685	60	8 OZ	CS			13		USA							\$34.41	\$1,013.31		
WIPE FDSVC FT THERM PROBE	1261357	1	200 CT	CS			235		USA							\$5.31	\$685.73		
WIPE TOWEL WHITE 12X24 MD DRY	7200826	1	200 CT	CS			4		USA							\$8.43	\$2,641.37		
WIPE TOWEL WHITE 13.5X24 DRY	4292104	150	CT	CS			20		USA							\$3.65	\$345.84	Market	
WRAP FOIL CUSHFLD 14X16	4088027	2	500 CT	CS			4		USA							\$3.65	\$345.84	Market	
WRAP FOIL CUSHFLD RED 10.5X13	4121885	5	500 CT	CS			2		USA							\$127.45	\$795.57	Market Special Order	
WRAP FOIL HAMBCH-BHF5CHWSFC	2599744	1	1000CT	CS			6		USA							\$127.45	\$795.57	Market Special Order	
YOGURT VANILLA PARFAIT POUCH	6472502	6	4 LB	CS			32		USA							\$28.88	\$596.48		

### APPENDIX 3 INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his or her agents, representatives, employees or sub-providers.

1. MINIMUM SCOPE OF INSURANCE:

- a. Commercial General Liability (“CGL”): Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate. Insurance shall be written on an “occurrence” basis and be at least as broad as Insurance Services Office (ISO) Form CG 00 01, covering products and completed operations, property damage, bodily injury, personal & advertising injury, independent contractors, and broad from contractual liability.
- b. Sexual Abuse & Molestation Liability (“SAM”): Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate. This coverage may be waived, in the District’s sole discretion, if the Contractor has certified that it will have no physical contact or will have limited contact and will not interact with District Students outside of the immediate supervision and control of the student’s parents or SFUSD staff in the performance of this Agreement.
- c. Automobile Liability (“AL”): Insurance with limits not less than one million dollars (\$1,000,000.00) each accident Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired automobiles. The Parties understand and agree that the District shall rely upon the representations that the Contractor shall make in any such waiver.
- d. Workers’ Compensation (“WC”): As required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than one million dollars (\$1,000,000.00) per accident for bodily injury or disease.
- e. Professional Liability (Errors and Omissions Insurance): As appropriate to the Contractor’s profession, with limits no less than one million dollars (\$1,000,000.00) per claim, and two million dollars (\$2,000,000.00) aggregate.
- f. Technology Errors and Omissions Liability: Technology errors and omissions liability coverage with limits of One Million Dollars (\$1,000,000.00) per occurrence/claim. The policy shall, at a minimum, provide coverage for the following risks:
  - i. Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personally identifiable information, such as, without limitation, name, address, social security number, protected health information, security codes, access codes, passwords, or personal identification numbers (PINs) stored or transmitted in electronic form, and shall include coverage for privacy notification costs, credit monitoring and regulatory fines & fees arising from such theft, dissemination and/or use of confidential information.
  - ii. Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks.

- iii. Liability arising from the introduction of a computer virus into, or otherwise causing damage to the District's or a third party's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.
- iv. Liability arising from the failure of the technology services/product(s) provided pursuant to this Agreement.
- g. Network and Cyber Security Liability: Network and cyber security liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence/claim and an annual aggregate of Two Million Dollars (\$2,000,000.00) covering liability arising from occurrences/claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, network security, and failure to render professional services. Such insurance shall also provide coverage for liability assumed under a contract.

## 2. REQUIRED ENDORSEMENTS

- a. Additional Insured Status: Mt. Diablo Unified School District (the "District"), its Board, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- b. Primary and Noncontributory: With the exception of Workers' Compensation and Professional Liability insurance, for any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- c. Notice of Cancellation: The following requirement is only applicable for contracts in which the total compensation to the contractor is one million dollars (\$1,000,000.00) or more. No policy required to be maintained by Contractor shall be canceled, non-renewed, or materially altered without thirty (30) days prior written notice to the District, except where cancellation is due to the nonpayment of premium(s) in which event, ten (10) days prior written notice to the District shall suffice.
- d. Waiver of Subrogation
  - i. The waiver of subrogation applies to CGL, SAM, AL, and WC.
  - ii. Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

3. ADDITIONAL INSURANCE REQUIREMENTS

- a. Claims Made Policies: If any of the required policies provide claims-made coverage:
  - i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- b. Verification of Coverage: Prior to the commencement of services pursuant to this Agreement, Contractor shall furnish to the District, Certificates of Insurance and all applicable endorsements evidencing the insurance coverage and limits required herein. The District reserves the right to require complete copies of any required policy(ies) required hereunder at any time. Acceptance of the Certificates of Insurance by the District does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is the Contractor’s responsibility to ensure compliance with these insurance requirements. Any actual or alleged failure on the part of the District to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the District, in this or any regard.
- c. Certificate(s) of Insurance shall include the following:
  - i. Certificate Holder: **Mt. Diablo Unified School District,  
1936 Carlotta Drive  
Concord, CA 94519.**
  - ii. Please email insurance documents with corresponding contract to: Elizabeth McClanahan, Director of Purchasing & Warehouse, [McClanahanE@mdusd.org](mailto:McClanahanE@mdusd.org).
- d. Umbrella or Excess Policy: Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (“SIRs”), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.
- e. Acceptability of Insurers: Unless otherwise reviewed and accepted by the District, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and admitted to do business in California, or approved by the Surplus Lines Association.
- f. Broader Coverage: If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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- g. Severability of Interest: A severability of interest provision must apply for the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.
- h. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- i. Subcontractor Insurance: Should the Contractor use any subcontractor(s) to perform services under this Agreement, Contractor shall be responsible for ensuring that such subcontractor(s) procure and maintain insurance and limits appropriate to the nature and scope of services provided. Contractor shall collect Certificates of Insurance evidencing coverage(s) and limits of insurance, and with the exception of Workers' Compensation and Professional Liability policies, the Contractor and the District shall be included as additional insureds for all ongoing and completed operations of the subcontractor(s).
- j. District's Right to Modify Insurance Requirements: District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

END OF DOCUMENT