

Attachment "1"
PROPOSAL SUBMISSION CHECKLIST
TO BE SUBMITTED WITH PROPOSAL

Proposer Name Ag Link, INC

This checklist must be submitted with Proposer's Proposal.

REQUIRED DOCUMENTS:

- Proposal Checklist (this form) - Attachment 1
- Request for Proposal Signature Page - Attachment 2
- Evaluation Criteria - Attachment 3
- Vendor Questionnaire - Attachment 4
- References with at least 2 References - Attachment 5
- Non Collusion Affidavit - Attachment 6
- Proposer's Statement Regarding Insurance Coverage
- Worker's Compensation Insurance Certification Form - Attachment 8
- Drug Free Workplace Certification - Attachment 9
- Equal Opportunity Employment - Attachment 10
- Fingerprint Clearance/Criminal Background Investigation - Attachment 11
- Certificate of Independent Price Determination - Attachment 12
- Suspension and Debarment Certification - Attachment 14
- Certification Regarding Lobbying - Attachment 15
- Buy American Certification Form - Attachment 16
- Iran Contracting Act of 2010 Compliance Affidavit - Attachment 17
- Itemized Proposal List Statement of Pricing
- HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures
- Addenda

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

By signing this, I certify that I am an authorized representative of the Proposer (or individual) and that information contained in this proposal is accurate, true, and binding upon the Proposer.	
Company Name	Ag Link, INC
Signature of Company Official	<i>Rob Nairn</i>
Name of Signer	Rob Nairn
Title of Signer	CEO
Email Address	f2s@aglink.com
Complete Mailing Address	Po Box 12
City, State, Zip	Ballico, Ca 95303
Phone Number	(209) 634-8448
Date	June 7th, 2023
Minimum Dollar Amount for Delivery	\$
<input checked="" type="checkbox"/>	Check if no minimum dollar amount for delivery is required.
Minimum Case Amount for Delivery	
<input checked="" type="checkbox"/>	Check if no minimum case amount for delivery is required.

Attachment "3"
EVALUATION CRITERIA
TO BE SUBMITTED WITH PROPOSAL

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Proposal List	20
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	10
Local Geographic Preference	100% of Max Points: Ability to provide 50% or more California grown products sourced within 100 miles. 90% of Max Points: Ability to provide 50% or more California grown products sourced within 250 miles. 70% of Max Points: Ability to provide 20-49% of products sourced within 250 miles. 30% of Max Points: Ability to provide 1-19% of products sourced within 250 miles. 0 Points: Unable to source any products within 250 miles.	Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire	10
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: - Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times - Ready access to decision-making executives and assigned point of contact. - Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. 0 Points: References and/or vendor questionnaire that demonstrate poor performance or inability to meet criteria described above.	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire	10
Food and Nutrition Education	Proposer will receive 100% of Max Points for all of the following, 80% of Max Points for four of the following, 60% of Max Points for three of the following, 40% of Max Points for two of the following, 20% of Max Points for one of the following, and 0 points for none of the following: - Provide farm specific promotional materials - Farm Tours for Nutrition Services - Farm Tours for students - Farm visit to school/classroom	Responses to Questions Labeled "Food and Nutrition Education - " in Vendor Questionnaire	10

	- Provide nutrition education materials - Provide Training & Technical Assistance to school garden/farm		
Vendor Consultation	100% of Max Points: Proposer's staff will be available for consultation to district staff about seasonal sourcing strategies and menu planning ideas that may deliver the best value to the school district for a minimum of 2 hours per month 0 Points: Proposer is unable to provide consultation for a minimum of 2 hours per month.	Responses to Questions Labeled "Vendor Consultation - " in Vendor Questionnaire.	10
Diversified Production	100% of Max Points: All products are sourced from farms that grow no less than five crops per 500 acres. 0 points: Unable to source all products from farms that grow no less than five crops per 500 acres.	- Responses to Questions Labeled "Diversified Production - " in Vendor Questionnaire	5
Contracting with Minority- Owned Businesses	100% of Max Points: Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color). 0% of Max Points: Majority business ownership not by individuals who identify as women or BIPOC.	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5
Multiple Site Delivery	100% of Max Points: Proposer will deliver directly to all sites listed. 0 Points: Unable to deliver products to 100% of the sites listed.	- Responses to Questions Labeled "Multiple Site Delivery - " in Vendor Questionnaire	5
TOTAL POINTS:			85

Attachment "4"
VENDOR QUESTIONNAIRE
TO BE SUBMITTED WITH PROPOSAL

Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal.

1. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
 - No, we typically provide one delivery per week to all of our customers.
2. Delivery Specifications - What is the current make up of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program. (unscored)

Ag Link Truck List - Updated 2023

Unit#	Year	Make	Model	Refer
-------	------	------	-------	-------

Box Trucks

7	2012	FRTL	M2 106	Thermo King
9	2014	FRTL	M2 106	Carrier
10	2014	FRTL	M2 106	Carrier
11	2016	FRTL	M2 106	Carrier
12	2014	FRTL	M2 106	Carrier

Truck Tractors

8	2012	FRTL	Cascadia	N/A Truck Tractor Only
13	2014	FRTL	Cascadia	N/A Truck Tractor Only

Trailers

A	2008	Utility	45' Trailer	Thermo King
B	2009	Utility	28' Trailer	Thermo King
C	2003	Utility	45' Trailer	Thermo King

- We are contracted with AlignTec for our fleet maintenance program. They service our trucks monthly, plus take care of any/all needs in between.

3. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored)
 - We can occasionally make late add-ons for whole fruit only (no processed/packaged items) as late as Wednesday morning each week.

4. Local Geographic Preference - What percentage of products sourced within 250 miles of the District are you able to provide? Please mark one: 50% or more 30-49% 20-29% 0-19%. Describe your procedure for communicating an item's point of origin to school district personnel.
 - Point of origin is listed in the online e-catalog; is it also printed on the order and delivery receipt and invoice as part of the item description.
5. Local Geographic Preference - Can you provide a weekly list of local produce as defined in the bid to the District via email or posted online?
 - Yes, our weekly price lists and online catalog include origin of all products.
6. Service Reliability and Past Performance - Please describe how you will communicate ongoing produce market updates and information regarding produce availability to identify best priced seasonal products.
 - Ag Link sends out a weekly Snapshot via Email that includes market updates and information regarding produce availability and best priced seasonal products.
7. Service Reliability and Past Performance - What is the lead time you require for orders? (unscored)
 - Our lead time ranges from 7-10 days depending on your delivery date. Basically, we have a weekly order cutoff of 2pm Mondays for all deliveries starting the following Monday. We send a weekly Snapshot early Friday morning to highlight featured items each week and remind you to place your orders.
8. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
 - Yes, Ag Link has a dedicated customer service team that is available by phone and email during and after business hours.
9. Service Reliability and Past Performance - How many years has your company been in the produce business?
 - Ag Link has been serving K-12 Food Service exclusively since 2012, so we're just completing our 11th school year in the industry.
10. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 24 months? If so, explain.
 - No
11. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?
 - Our goal is NO SURPRISES! As soon as we are made aware of any shortages we reach out to our customers and inform them of the shortages and do whatever we can to substitute a comparable product since we know schools are counting on what they've ordered each week.

12. Service Reliability and Past Performance - Has your company resigned or been replaced at the will of a district(s) during the school year within the last 24 months? If so, please explain.

- No

13. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery? (unscored)

- No, we do not require a minimum number amount or cases for our deliveries, however to help keep our costs down we appreciate our customers maximizing their orders for each delivery to help improve our efficiency.

14. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service? (unscored)

- 75

15. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?

- As part of our certified food safety plan, we have a strict recall protocol that requires us to confirm that we've reached all affected customers within 24 hours of becoming aware of a recall. We start with an email and if we don't get confirmation, we follow up with a phone call to be sure the recalled product is dealt with immediately.

16. Food and Nutrition Education - Has your company previously provided a district with farm or facility tours, classroom or school visits, promotional materials, and/or training and technical assistance? If so, please describe below.

- Yes, Ag Link has cooperated with districts to set up Farmers to speak at events on campus, provide tours of farms and production facilities, provide educational information and training/technical assistance and continue to offer that service to its customers.

17. Vendor Consultation - Has your company previously consulted district food service staff on sourcing strategies, menu planning, or other needs? If so, please describe below.

- Yes, this year we have added a consulting partner, Scott Soiseth, CenCal Advisors, to our team that is able to assist districts on sourcing strategies, menu planning and other needs.

18. Vendor Consultation - Will your company be able to provide consultation for a minimum of 2 hours per month?

- Yes, for customers that source from us regularly.

19. Diversified Production - Will all products on the item list be sourced from farms that grow no less than five crops per 500 acres? If not, please explain.

- No, Ag Link, cannot guarantee that products come from farms that grow no less than 5 crops per 500 acres. However, Ag Link's vendor partners are packing houses, many of which are diversified growers or that provide services for groups of growers in their region. Many of these growers likely do qualify as diversified farms since that is essential in the agriculture industry to have products to

sell throughout the year. This is just not something that we are able to document or verify as there are simply too many products and growers that we work with.

20. Multiple Site Delivery - Are you able and committed to delivering directly to all sites listed?

- Yes

21. Contracting with Minority-Owned Businesses - per CFR 200.321: Does the majority (51% or more) of your business ownership identify as women or BIPOC individual(s)?

- Yes
- No

Name of Proposer (Person, Firm, or Corporation):	Ag Link, INC		
Signature of Proposer's Authorized Representative:		Date of Signing:	June 7th, 2023
Print Name & Title of Authorized Representative:	Rob Nairn, CEO		
Phone #:	(209) 634-8448	E-mail:	f2s@aglink.com

Attachment "5"
REFERENCES
TO BE SUBMITTED WITH PROPOSAL

Please submit two (2) current school district References requiring multiple deliveries per week. An irresponsive reference will **not** be considered a valid Reference. The Proposer 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

School District	Hayward Unified School District
Contact Person & Title	Rachael Egan, Director
Telephone Number	(510) 723-3890
Required Number of Deliveries per Week	2X

Reference #2

School District	San Ramon Valley Unified School District
Contact Person & Title	Zetta Reicker, Director
Telephone Number	925-824-1806
Required Number of Deliveries per Week	2X

Attachment "6"
NONCOLLUSION AFFIDAVIT
PUBLIC CONTRACTS CODE SECTION 7106^[1]_[SEP]
TO BE SUBMITTED WITH PROPOSAL

State of California
County of Merced

Proposer's Name Rob Nairn, being first duly sworn, deposes and says that he or she is Owner of Contractor Name Ag Link, INC 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 Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the Proposer has not , directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, 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."

June 7th, 2023
(Date)

Ag Link, INC
Proposer Name
(Person, Firm, Corp.)

11360 Santa Fe, Po Box 12
Address

Ballico, Ca 95303
City, State, Zip

Ballico
Signed at (Place)


Authorized Representative

Rob Nairn
Representative's Name

CEO
Representative's Title

Attachment "7"
BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE
TO BE SUBMITTED WITH PROPOSAL

BIDDER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer 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.

Ag Link, INC

Name of Proposer (Person, Firm, or Corporation)

Rob Nairn

Signature of Proposer's Authorized Representative

Rob Nairn, CEO

Name & Title of Authorized Representative

June 7th, 2023

Date of Signing

Attachment "8"
WORKERS' COMPENSATION INSURANCE CERTIFICATE
TO BE SUBMITTED WITH PROPOSAL

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

Ag Link, INC

Name of Proposer (Person, Firm, or Corporation)

Rob Nairn

Signature of Proposer's Authorized Representative

Rob Nairn, CEO

Name & Title of Authorized Representative

June 7th, 2023

Date of Signing

ATTEST:

By Rob Nairn
Signature

Rob Nairn, CEO

Printed Name & Title

Attachment "9"
DRUG-FREE WORKPLACE CERTIFICATION
TO BE SUBMITTED WITH PROPOSAL

I, Rob Nairn, am the CEO of
(Print Name) (Title)

(Proposer Name): Ag Link, INC I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee- assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - B. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - C. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
2. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both.
3. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at Ballico, Ca this day of June 7th, 2023
(City and State) (Date)

Rob Nairn
(Signature)

Rob Nairn, CEO
(Name Handwritten or Typed Name)

Attachment "10"
EQUAL OPPORTUNITY EMPLOYMENT
TO BE SUBMITTED WITH PROPOSAL

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 abide 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 Ag Link, INC (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: June 7th, 2023

Ag Link, INC

CONTRACTOR

By: 

Attachment "11"
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION
TO BE SUBMITTED WITH PROPOSAL

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).)

I, as CEO [insert "owner" or officer title] of Ag Link, INC [insert name of business entity], have read the foregoing and agree that Ag Link, INC [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: June 7th, 2023

Name: Rob Nairn

Signature: 

Title: CEO

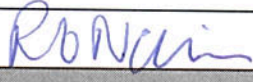
Attachment "12"
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
TO BE SUBMITTED WITH PROPOSAL

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

Name of Bllder Ag Link, INC		Name of SFA Mountain View

1. By submission of this offer, the offeror (Proposer) 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 bidding on any public contract, except as follows (provide detail):

		CEO		June 7th, 2023
Signature of Proposer'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

Attachment 14
SUSPENSION AND DEBARMENT CERTIFICATION
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.

Mountain View Whisman SD
Name of School Food Authority

No. 2023-24-01
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Rob Nairn
Printed Name

CEO
Title


Signature

June 7th, 2023
Date

Attachment "15"
CERTIFICATION REGARDING LOBBYING
TO BE SUBMITTED WITH PROPOSAL


INSTRUCTIONS: To be completed and submitted ANNUALLY by (1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and (2) potential or existing contractors/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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:	
Address of School Food Authority:			
Printed Name and Title of Submitting Official:		Signature:	Date:
OR			
Name of Vendor: Ag Link, INC			
Printed Name and Title: Rob Nairn, CEO		Signature: 	Date: June 7th, 2023

Attachment 16

BUY AMERICAN CERTIFICATION FORM

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 bids reveal the cost of the domestic product is significantly higher than the nondomestic product

I/we Ag Link, INC _____, 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

June 17th, 2023

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.

Attachment "17"
IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT
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 bidding 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 bid 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 (BRTC) 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) Ag Link, INC	BTRC (or n/a) RFP No. 2023-24-01
By (Authorized Signature)	
Print Name and Title of Person Signing Rob Nairn, CEO	
Date Executed June 7th, 2023	City Approval (Signature) (Print Name)

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 bid on, submit a 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)

CHINA PROHIBITION CERTIFICATION - Attachment "18"

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 Ag Link, INC, 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.

Rob Nairn, CEO

Printed Name and Title of Person Signing



June 7th, 2023

Signature

Date

END OF RFP

Authorized Distributor

Ag Link, INC

11360 Santa Fe, Po Box 12 Ballico, Ca 95303

To whom it may concern:

Ag Link, INC is an authorized distributor for all the products offered or with proposer's quote.

I Rob Nairn, CEO certify that as an authorized distributor we are fully trained to support the products offered.



June 7th, 2023



P.O. Box 12
Ballico, CA 95303
Office: 209-634-8448
Fax: 209-634-8704
Email: jana@aglink.com

USDA Buy American Provision

To whom it may concern,

Ag Link complies with the USDA Buy American provision by providing nearly 100% of the products it sells from US grown sources. All items sold by Ag Link are source identified with the California county (or US state) of production listed in the line item description of the product in the order catalog and on all shipment documents and invoices.

I, Rob Nairn, Owner & CEO, of Ag Link, hereby certify that the following items listed on the attached list titled Ag Link's Subcontractor/Supplier & Product List are produced and processed in the U.S. and contains over 51% of its agricultural food components, by weight or volume, from the U.S.

There are only a few items depending on the season of the year that are exceptions to the Buy American provision. Those exceptions occur ONLY when those products are not available from US grown sources. Ag Link clearly identifies those products as exceptions in its online ordering catalog and on all shipping documents and invoices. Specific examples of those products are grapes and tomatoes during the winter and spring.

Additionally, Ag Link has available for customer use, Healthy Bites, a point-of-sale flier promoting each product, its origin and the grower or packer it comes from. Ag Link can provide customers with customized reports upon request of all items purchased and their origins.

Sincerely,

A handwritten signature in blue ink that reads "Rob Nairn".

Rob Nairn, Owner/CEO
Ag Link, Inc.

be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery.

- v. **HACCP Plan or Food Security and Safety Program** – The Successful Proposer(s) shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the Proposer's Hazard Analysis Critical Control (HACCP) system or Food Safety and Security Program must be submitted with its proposal. The Successful Proposer(s) shall provide products from manufacturers with a HACCP system in place. The Successful Proposer(s) shall ensure all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards of the state of California and Federal Government.
- vi. **Locally-Grown And Produced Products** - The District prefers locally-grown products whenever possible and has a goal of procuring, at minimum, 50% locally grown and produced. The District's definition of local includes two tiers: 1) Grown and produced within a 250 miles radius from Mountain View, Ca. 2) Grown and produced within California. Suppose California or U.S.-grown products are unavailable in sufficient quantities to provide affordability. In that case, only products inspected and approved by the USDA are acceptable and approved by the Director of Child Nutrition Services.
- vii. **Piggyback Clause** – For the term of the Contract and any mutually agreed extensions pursuant to this Request for Proposals, at the option of the vendor, other school districts within the State of California may purchase identical products upon the same terms and conditions pursuant to Sections 20118 (K-12) of the Public Contract Code. The District waives its right to require such other districts to draw their warrants in the favor of the District. Subsequent purchases under the Piggyback Clause may only be up to the size and value of the awarded contract under this RFP. The successful bidder must provide an MOU to the piggybacking Agency that includes the items and total value to the Agency within the piggyback agreement. Subsequent buyers using this RFP shall be directly responsible to vendor for payment and/or any other financial arrangements involving said transactions. **Acceptance or rejection of this clause will not affect the outcome of this Proposal.** Please initial either "option granted" or "option NOT granted".
Piggyback option granted: *RO*

Piggyback option NOT granted: _____

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

- viii. **Drug Free Workplace Certificate** – In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the Successful Proposer will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The Successful Proposer 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 Proposer 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Winton Ireland Strom & Green License# 0596517 P.O. Box 3277 Turlock CA 95381		CONTACT NAME: Teresa Anzures PHONE (A/C, No, Ext): (209) 667-0995 E-MAIL ADDRESS: tanzures@wisg.com FAX (A/C, No): (209) 667-7142	
INSURED Ag Link, Inc. P.O. Box 12 Ballico CA 95303		INSURER(S) AFFORDING COVERAGE INSURER A: Atain Specialty Ins Co. NAIC # 17159 INSURER B: Clear Blue Specialty Insurance Company 28860 INSURER C: Technology Insurance Co 42376 INSURER D: Scottsdale Insurance INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2023 COI - GL/Auto/WC REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	BWPF0077953	04/20/2023	04/20/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BW03STR230013700	04/20/2023	04/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4191104	01/03/2023	01/03/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine			CPS7777192	04/20/2023	04/20/2024	Scheduled Items Limit \$36,475

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Mountain View Whisman School District, its elected and appointed officers, agents, employees, volunteers, proposera and representatives are listed as additional insured in regards to general and auto liability, per the attached forms. Waiver of Subrogation is included. 30 day notice of cancellation. All apply with a written contract.

CERTIFICATE HOLDER**CANCELLATION**

Mountain View Whisman School District 1400 Montecito Ave. Mountain View CA 94043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Ag Link, Inc.

Endorsement Effective Date: 4/20/2023

SCHEDULE

Name Of Person(s) Or Organization(s):

Any and all jobs/projects of the insured, where any person or organization for whom you and such person or organization have agreed in writing, in a contract or agreement, that such person or organization be added as an additional insured on your policy, and executed prior to a claim.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Ag Link, Inc.

Endorsement Effective Date: 4/20/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any and all jobs/projects of the insured, where required by written contract, executed prior to a claim.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
All persons or organizations as required by written contract with the insured.	Locations as required by specific, written contract.

- A. **SECTION II -WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such a person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

A person' or organizations status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

Additional Insured Contractual Liability

"Bodily injury" or "property damage" for which the "additional insured(s)" are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Finished Operations or Work

"Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization.

Negligence of Additional Insured

"Bodily injury" or "property damage" directly caused by or resulting from the negligence of the "additional insured(s)".

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

This endorsement is effective on the inception date of the policy unless otherwise stated below. (The information below is required only when this endorsement is issued subsequent to preparation of the policy).

Policy Number: BWPF0077953

Named Insured: Ag Link, Inc.

Endorsement Effective date:

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Mountain View Whisman School District

Amendment No. 1

Posted **June 7, 2023**

**Request for Proposal (RFP) #2023-24-01
Produce**

To: ALL PROSPECTIVE BIDDERS

This is to inform all prospective bidders that the Mountain View Whisman School District is issuing Bid Amendment No. 1 to the RFP, as previously defined.

Each bidder must ensure to submit a signed and completed copy of this Bid Amendment No. 1 along with their bid proposal by the specified bid date and time. Failure to do so may result in the bidder's proposal being deemed non-responsive.

Please be advised that the information contained in this bid amendment supersedes any conflicting information previously provided. Any other information in the original RFP not amended remains unchanged.

If you have any questions, please contact the District for clarification.

1. See Pages 1, 3, 4, 5

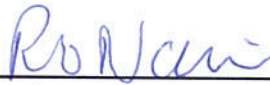
Amended From:

Due date for RFP is June 19th at 10:00 am

Amended To:

Due date for RFP is June 20th at 10:00 am

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:



Signature

June 8th, 2023
Date

Rob Nairn, CEO

Print Name and Title

Ag Link, INC

Print Company Name

Sincerely,

Debbie Austin

Child Nutrition Department

daustin@mvwsd.org

1400 Montecito Ave, Mountain View, CA 94043