

**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

6/16/23  
Date

MANUEL OROZCO, CEO

Print Name and Title

ARCADIS PRODUCE INC.

Print Company Name

Sincerely,

**Debbie Austin**

*Child Nutrition Department*

daustin@mvwsd.org

1400 Montecito Ave, Mountain View, CA 94043

**Mountain View Whisman School District**  
**Request for Proposal (RFP) No. 2023-24-01**  
**PRODUCE**

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. 2023-24-01**  
**PRODUCE**

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<b>Statement of Pricing</b>	Attach
<b>HACCP Plan / Food Security and Safety Program include Pest Control Policy &amp; Recall Procedures</b>	Attach

**SCHEDULE OF EVENTS**

June 2, 2023	RFP Released
June 7, 2023	Deadline to Receive Questions
June 7, 2023	Addenda or Q & A Released
June 19, 2023 10am	RFP Responses Due / Opening
July 18, 2023	Anticipated Contract Award Date
September 1, 2023	Anticipated Start Date

\*\*MVWSD will use every effort to adhere to the schedule. However, MVWSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at [https://www.mvwsd.org/district\\_business](https://www.mvwsd.org/district_business) .\*\*

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation.

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

**NOTICE TO BIDDERS**  
**REQUEST FOR PROPOSAL #2023-24-01**

The Mountain View Whisman School District will receive a sealed Request for Proposal (RFP) from providers for the provision and delivery of Produce for the District's Child Nutrition Program.

Sealed Proposals must be received prior to **June 19, 2023 at 10:00 AM PST**

**Provider to submit:**

(1) Hardcopy Proposal & (1) USB - Electronic RFP version

Sealed Proposal packages shall be delivered to the **Child Nutrition Services Department** no later than **June 19, 2023 at 10:00 AM PST**.

Electronic version Proposals will be submitted with the following sections saved as separate files and clearly labeled.

1. HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
2. Item List (filled out) in spreadsheet format.
3. Item List in PDF format
4. Completed questionnaire
5. The remaining portions of the proposal may be saved as one file. Items 1-4 may be included in this file, but must be saved separately under their own file names as well.


Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Child Nutrition Services Department, 1400 Montecito Ave. Mountain View, CA 94043, between the hours of 8:00am - 3:00pm**. All proposals delivered after scheduled closing time for receipt of proposals will not be considered. RFPs received later than the designated time, and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal **will not be accepted**. The District can request the price sheet attachment in Excel format.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder accepting the terms of the RFP. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

### **U.S. Department of Agriculture Nondiscrimination Statement**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form  (PDF), from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
2. fax: 833-256-1665 or 202-690-7442; or
3. email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

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

Proposer Name ARCADIZO'S PRODUCE 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 (S)
- Evaluation Criteria - Attachment 3
- Vendor Questionnaire - Attachment 4 (S)
- References with at least 2 References - Attachment 5 (D)
- Non Collusion Affidavit - Attachment 6 (S)
- Proposer's Statement Regarding Insurance Coverage (S)
- Worker's Compensation Insurance Certification Form - Attachment 8 (S)
- Drug Free Workplace Certification - Attachment 9 (S)
- Equal Opportunity Employment - Attachment 10 (S)
- Fingerprint Clearance/Criminal Background Investigation - Attachment 11 (S)
- Certificate of Independent Price Determination - Attachment 12 (D)
- Suspension and Debarment Certification - Attachment 14 (S)
- Certification Regarding Lobbying - Attachment 15 (S)
- Buy American Certification Form - Attachment 16 (S)
- Iran Contracting Act of 2010 Compliance Affidavit - Attachment 17 (S)
- Itemized Proposal List Statement of Pricing (DL)
- HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (D)
- Addenda (S)
- CHINA PROHIBITION CERTIFICATION - ATTCHM. 18 (S)

## **A. General Information about the District**

- i. The Mountain View Whisman School District (“District”) is requesting submission of statements of qualifications and proposals (“Proposals”) from qualified persons, firms, partnerships corporations, associations or professional organizations (“Proposer(s)”) for the provision and delivery of Produce (“Services”) to the District, as further described herein.
- ii. 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 Proposers and generally outlines the program requirements.
- iii. The District is committed to offering seasonal menu items and purchasing from local farmers whenever possible. Proposers should be making an effort to procure and offer California grown produce to schools and indicate these products on price lists and invoices. The District prefers locally grown products whenever possible and has a goal of procuring, at minimum, food that is 50% locally grown and produced.
- iv. The District is seeking to:
  1. Ensure that students are receiving high quality produce
  2. Purchase high quality produce at the best possible price
  3. Offer more than 50% produce that is locally grown
  4. Utilize the expertise of our produce vendor to incorporate produce items that are in season, through maintained vendor communication regarding produce availability and market conditions
  5. Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing fresh fruits and vegetables
  6. Partner with a produce vendor that will provide excellent customer service.

## **B. Proposal Instructions and General Requirements**

- i. **Buy American Provision** – 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 bids 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, bid 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 bidders 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 bidder 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 Union 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.

- ii. **Deadline for Receipt of RFPs** – Proposals shall be delivered to the District, on or before the day and hour set for the opening of the Proposals. Proposals shall be printed, placed in a sealed envelope and submitted by June 19, 2023 at 10:00 am to the District via mail to: Deborah M Austin, 1400 Montecito Ave, Mountain View, California, 94048. Any Proposal received after the scheduled closing time in the Notice to Proposers shall be unopened. All unsigned Proposals will be rejected. After the Proposals are opened at the designated time, no commitment will be made at that time until all Proposals are evaluated for pricing, specifications and other pertinent information.
- iii. **The RFP** – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. Unsigned Proposals will not be accepted. FAX copies of Proposals will not be accepted for formal advertised RFPs.
- iv. **Responsibility** – Proposers are solely responsible for ensuring their Proposal is received by the District in accordance with the solicitation requirements before the date and time specified in the RFP, and at the place specified. The District shall not

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: MO

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



suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the Successful Proposer.

- ix. Contract Renewal** – This contract is deemed to be a Contract for Products and Services. Under the California Education Code Article 3, Section 17596, if mutually agreeable, the District reserves the right to renew the contract for two (3) additional twelve (12) month periods not to exceed three (3) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the Distributor, in writing, thirty (30) days prior to the expiration of the contract.

- C. Pricing** – Provide a detailed Statement of Pricing for produce to be provided. Price per case must be demonstrated pricing from July 1 2022 - June 30 2023. Confirm that Proposer will provide best pricing based on type of item and quantity and that such pricing shall not exceed the actual cost-plus fixed fee charged to the District. Proposer shall provide evidence and documentation of cost (at invoice price) to the District upon the District's request. Proposer must indicate item name, variety of item offered, description of item offered, origin, prices and any additional notes pertaining to each item. Errors in price computations will not excuse Proposer from holding price.

- i. Pricing Terms** – Prices proposed for all items will be for the period September 1, 2023 through August 31, 2024. The Proposer certifies that the District will be given the immediate benefit of any lower prices or price decreases during the term of the contract. All orders placed by the District will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.
- ii. Itemized Bid List** – The District's Itemized Bid List is attached hereto. If the District specifies a variety in the "Item" column, the Bidder should respond based on the listed variety. If the District requests a standard/commodity variety, then the District will accept a range of varieties. If the District requests a seasonal variety, then the District will only accept non-commodity and/or specialty varieties. 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. 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). Note in the origin column the origin of all items following the USDA Country of Origin Labeling Law and specify any product that is grown/produced in California. In the same column, note the country of origin of which any canned fruit and vegetables are grown/produced. Bidder is responsible for converting any differences in pack size to the same total volume as requested.

**Price Verification** – For the purposes of award review, price quoted for cost plus fixed fee items on the Item Bid List must be the Bidder's lowest pricing using actual cost to a similar size and type of customer from July 1 2022 to March 31 2023 (Most recent school year before bid solicitation). Please submit actual copies of one invoice each for the items for which price verification is requested in the column titled, "Column U - Price Verification Required" of the Itemized Bid List. If an invoice does not include price markup amounts, then provide the price markup amounts with invoice copies. The following items are "price verification items" that require invoice copies for price verification: carrots, apple, oranges (organic), Pears (organic),



tangerine (organic), banana petite bunched (organic), banana petite bunched, apple (organic), plum (organic), jicama.

Items used for price verification must be grown in the USA. The District has the right to request invoices of additional items for price verification. The specifications of these items are listed in further detail in the "Itemized Bid List".

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

#### D. District Evaluation/Selection Process

- i. **Basis for Selection** – The responsiveness, competency and responsibility of Proposers and of their proposed subcontractors will be considered in making the award of contract. Any Proposer before being awarded a contract may be required to furnish evidence to the District that the Proposer has sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The District reserves the right to reject the Proposal of any Proposers as not responsible and not qualified to do the particular work under consideration who have previously failed to perform properly or to complete on time contracts with the District of a nature similar to this project. A responsive Proposal is one that meets all terms, conditions, and specifications of the Proposal. The Successful Proposal must comply with the content requirements of the Proposal documents. The Proposer must perform and do what the Proposal documents and contract requirements say they must do, whether it be pricing in a certain way, attending a mandatory pre-proposal conference, providing bonds, etc. A Proposal which substantially conforms, though not strictly responsive, to a call for Proposals may be accepted if the variance cannot have affected the amount of the Proposal or given a Proposer an advantage or benefit not allowed to other Proposers. or, in other words, if the variance is inconsequential. **The District reserves the right to reject any and all Proposals or alternatives and waive any informality or irregularity in the Proposals or in the bidding, and to determine responsiveness and responsibility of Proposer, including but not limited to those areas mentioned above. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever.**
- ii. **Evaluation/Award** – Award of this RFP shall be made to the lowest-priced responsible bidder who is fully responsive to the terms of this solicitation. A bidder must deliver the items by the required delivery date in order to be declared responsive to this IFB. The District intends to select one of the Bidders—but reserves

the right to select no Bidder. One or no Bidders may be selected ("Successful Bidder"). The Successful Bidder will be selected based on lowest price, provided that the Bidder meets all qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for providing these types of Products. The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, produce from other vendors throughout the contract if it deems necessary and permissible to do so.

- iii. **Previous Performance** – Proposers are advised that the District reserves the right to reject a Proposal from a Proposer that cannot demonstrate the ability to provide the goods or services required. Proposers who have demonstrated unsatisfactory performance may be subject to disqualification as a responsible Proposer submitting a Proposal, thereby disqualifying the bidder from contract award.

## E. Terms and Conditions

- i. **Acceptance of Proposals** – The District reserves the right to reject any or all Proposals and to select individual items. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. The District does **NOT** guarantee that all items shown on this Proposal will be purchased. The right is reserved to purchase additional quantities at the Proposal prices during the period this Proposal is in force. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the District. The District reserves the right to reject any or all Proposals or waive any irregularities or informalities in any Proposals or in the bidding.
- ii. **Addendum** – Any and all changes to this contract must be made in writing and agreed to by the District. Performance by the Successful Proposer will be considered agreement with the terms of this contract.
- iii. **Alteration of Request for Proposal Text** – Changes in or additions to the Request for Proposal, as well as any attachments, amendments or other official correspondence related to this Request for Proposal may not be manually, electronically or otherwise altered by Proposer or Proposer's agent(s). Recapitulations of the work proposed upon, alternative Proposals, or any other modification of the Request for Proposal which is not specifically called for in the award agreement documents may result in the District's rejection of the Proposal as not being responsive to the Request for Proposal. No oral or telephonic modification of any Proposal submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Proposer was placed in the mail prior to the opening of Proposals.
- iv. **Anti-discrimination** – Proposer shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve employment of people from historically disadvantaged groups and agrees to meet Federal and State guidelines. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

- v. **Assignment of Rights or Obligations** – Successful Proposer may not assign, transfer, or sell any rights or obligations resulting from this Proposal without first obtaining the specific written consent of the District. The Successful Proposer shall not assign or subcontract the work or any part thereof, without the previous written consent of the District, nor shall he assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the District has been obtained. No right under this contract, or claim for any money due or to become due hereunder shall be assessed against the District or persons acting for the District, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the District. In case the contractor is permitted to assign monies due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of materials supplied for the performance of the work.
  
- vi. **Authority of the District** – Subject to the power and authority of the District as provided by law in this contract, the District shall in all cases determine the quantity, quality, and acceptability of the materials and supplies for which payment is to be made under this contract. The District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the Proposer hereunder.
  
- vii. **Authorized Distributor** – Successful Proposer must be an Authorized Distributor for the product offered, or with Proposer's quote, Proposer must submit documentation from an Authorized Distributor from whom Proposer has purchased the specified materials.
  
- viii. **"Best Served On" Information** – The District requests that the Successful Proposer provides a "best served on" date or "use by date" for any pre-cut or processed products. Adequate use of time is requested and successful Proposer shall follow appropriate procedures for First In, First Out (FIFO) stock rotation system. The successful Proposer agrees to permit inspection of delivered items and grants the District right of rejection of inferior merchandise.
  
- ix. **Proposal Negotiations** – A Proposal response to any specific item of this Request for Proposal with terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive to that specific item.
  
- x. **California Public Records Act** – Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Proposer that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Proposer agrees, by submission of its response for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

- xi. Cancellation of Contract** – The District may cancel this contract without cause at any time by giving thirty (30) days’ written notice to the Successful Proposer. The District may cancel this contract with cause at any time by giving ten (10) days’ written notice to the Successful Proposer. Cancellation for cause shall be at the discretion of the District and shall be, but is not limited to, failure to supply the materials, equipment, or service specified within the time allowed or within the terms, conditions, or provisions of this contract. The Successful Proposer may not cancel this contract without prior written consent of the District.
- xii. Cancellation for Insufficient or Non-Appropriated Funds** – The Proposer submitting a Proposal hereby agrees and acknowledges that monies utilized by the District to purchase the items quoted is public money acquired by the District from public sources and is subject to variation. The District fully reserves the right to cancel this Proposal at any time and/or to limit quantities of items due to non-availability or non- appropriation of sufficient funds
- xiii. Cancellation of Solicitation** – The District may cancel this solicitation at any time.
- xiv. Clarification, Corrections or Changes to Specifications** – All clarifications, corrections, or changes to the solicitation documents will be made by Addendum only. Proposers shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or in email. Interpretations, corrections, and changes shall not be binding unless made by the Addendum. All Addenda issued shall become part of the Agreement documents. Addenda will be sent to all known solicitation holders by email or U.S. mail. It is the Proposer's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.
- xv. Competency of Proposers Submitting a Proposal** – No Proposal will be accepted from or contract awarded to a contractor who is not licensed in accordance with the law, to whom a proposal form has not been issued by the District and who has successfully performed on projects of similar character and scope to the proposed work. A representative of the District, prior to contract award may examine the business premises of any Proposer submitting a Proposal. Proposers submitting a Proposal shall agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of an awarded contract. It will be the responsibility of the contractor to obtain any clearances necessary for completion of the contract.
- xvi. Compliance with Fair Employment Practice Act** – Proposer agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract, or any subcontract hereunder, no Contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.
- xvii. Compliance with OSHA** – Proposer agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Proposer will indemnify and hold the District harmless for any failure to so conform.

- xviii. Contract Incorporation** – This contract embodies the entire contract between the District and the Proposer. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittal, supplemental agreements, and any and all written agreements which alter, amend or extend the contract.
- xix. Cost of Proposal Preparation** – Cost of preparation of the response to this RFP is solely the responsibility of the Proposer submitting a Proposal. The District accepts or implies no liability in the cost of preparation.
- xx. Damage** – The Successful Proposer shall be held responsible for any breakage, loss of the District's equipment or supplies through negligence of the Successful Proposer or Successful Proposer's employee while working on the District's premises. The Successful Proposer shall be responsible for restoring/replacing any equipment, facilities, etc., so damaged. The Successful Proposer shall immediately report to the District any damages to the premises resulting from services performed under this contract.
- xxi. Definitions** – Responsible: a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive: a RFP which meets all of the specifications set forth in the RFP.
- xxii. Delivery Vehicle Conditions** – All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.
- xxiii. Discontinued Items and Product Substitution** – In the event an item awarded under this contract is discontinued, the Successful Proposer is required to notify the Mountain View Whisman School District's Director of Child Nutrition immediately. Contract items that are discontinued by their manufacturer during the term of the contract may be substituted with a same or similar item only if it is equal or exceeds the specifications of the original item. Successful Proposer must submit written documentation via email or hard copy from the manufacturer of discontinuation and a sample of the substituted item.  
The District will not allow substitutions without prior approval. The substitute item shall then be evaluated by the Director of Child Nutrition to determine if the substitute item is an equivalent of the specified item. Additionally, the price of any authorized substitute product must be equal to or less than the contracted price of the item being replaced. Authorization of a substitute product shall be the sole discretion and with authorization/approval of the Director of Child Nutrition.
- xxiv. District Requirements** – The quantity shown is the estimate of 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 and required during the contract period shall be ordered and purchased from the Successful Proposer(s) during such period. 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.

- xxv. Energy Policy and Conservation Act Compliance** – In performance of this contract, the Proposer and District shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat 871).
- xxvi. Environmental Protection Agency Compliance** – In performance of this contract, the Proposer and District shall comply with all applicable standards, orders, or regulations issued, including:
1. Section 306 of Clean Air Act (42 U.S.C. 1847(h));
  2. Section 508 of the Clean Water Act (33 U.S.C. 1368);
  3. Executive Order 11738;
  4. 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 EPS's List of Violating Facilities
- xxvii. Errors and Corrections** – The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures/initials of the person or persons signing the Proposal. Correction of any such errors shall be made prior to the Proposal opening only. In the event of inconsistency between words and figures in the Proposal price, words shall control figures. In the event that the District determines that any Proposal is unintelligible, inconsistent or ambiguous, the District may reject such Proposal as not being responsive. The Proposal cannot be corrected after the Proposal opening.
- xxviii. Examination of Proposal Documents** – Proposers submitting a Proposal shall thoroughly examine and be familiar with the specifications. The failure or omission of any Proposer submitting a Proposal to receive or examine any Proposal document(s), forms, instruments, Addendum or other document there existing shall in no way relieve any Proposer submitting a Proposal from obligations with respect to this Proposal or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.
- xxix. Examination of Locations** – It shall be the responsibility of the Successful Proposer to establish knowledge of the District and the specific delivery locations to familiarize him/herself with the access and egress, construction or building difficulties and method of delivery, all of which could affect the Successful Proposers ability to service the District. It shall be the responsibility of the Successful Proposer to cope with all these eventualities.
- xxx. Failure to Comply with Instructions** – Failure to comply with any of the instructions stated in the Proposal documents may result in rejection of the Proposal. Any party submitting a Proposal shall not contact, or lobby any District Board member, official, employee, agent or representative during the Proposalding process including up to the date of Board action, except as specified in the Proposal for

contact. Any party attempting to influence the Proposal including the submittal, review process and awarding of the Proposal will have their Proposal rejected for violating this term and condition of the Proposal.

Any party, individual, group or firm, not submitting a Proposal, but which may have a financial or business interest in the award of the Proposal shall not contact or lobby any District Board member, official, employee, agent, contractor or representative, including up to the date of Board action. Any and all public comment regarding the Board's action in the award of this Proposal will be accepted on the date of Board action in a public meeting pursuant to the Brown Act.

- xxxii. Fingerprinting of Employees** – The Successful Proposer agrees to comply with all provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Successful Proposer shall not permit any employee to have any contact with District pupils until such time as the Successful Proposer has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Successful Proposer's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Successful Proposer. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
- xxxiii. FOB Destination Pricing** – All shipments shall be made FOB destination, Mountain View, California FOB destination indicates that the seller is responsible for shipment until it is tendered to the District. The District will not pay for shipping and handling, nor shall the District pay for any fuel surcharges that are not indicated herein. If the material is not received within the time specified for delivery, it will be received at the discretion of the District. Should it be necessary to refuse delivery of any material contained in the Proposal document, the Proposer shall be responsible for the cost of retrieving the merchandise in question.
- xxxiv. Force Majeure** – If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Successful Proposer, the Successful Proposer shall notify the District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.
- xxxv. Formation of Contract** – Proposer's signed Proposal and District's written acceptance shall constitute a binding contract.
- xxxvi. Hold Harmless** – Successful Proposer agrees to indemnify, defend, and hold harmless the name of Mountain View Whisman School District, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of

Successful Proposer's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

- xxxvi. Indemnification** – Successful Proposer agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the District, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including attorney's fees and witness costs that may be asserted by any person or entity, arising out of or in connection with the tortious acts or errors or omissions of Successful Proposer hereunder, whether or not there is concurrent passive or active negligence on the part of the District, but excluding liability due to the sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the Successful Proposer or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Successful Proposer shall be liable to the District for any loss or damage to District property arising from or in connection with Successful Proposer's performance hereunder.
- xxxvii. Inspection of Products Furnished** – All items furnished shall be subject to inspection and rejection by the District for spoilage defects, or non-compliance with the specifications. If a product is rejected at time of delivery, a credit is to be issued for the product. A notice of products failing to meet specifications may result in contract termination.
- xxxviii. Insurance Requirements** – Successful Proposer shall maintain insurance as specified in Section G. Successful Proposer must furnish the District with the Certificates of Insurance proving coverage as specified in Section G and naming the District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.
- xxxix. Invoicing** – Invoices for goods delivered against any contract or purchase order must be itemized and all applicable discounts identified. Invoices must include the Purchase Order number on each invoice. Invoices will accompany all deliveries.
- xl. Laws Governing the Contract** – This contract shall be in accordance with the laws of the State of California. Parties further stipulate that this contract was entered into in the County of Santa Clara and the State of California is the only appropriate forum for any litigation resulting from breach hereof or any questions arising here from.
- xli. Limitation of Liability** – Other than as provided in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- xlii. Liquidated Damages** – The District shall hold the Successful Proposer liable and responsible for all damages, which may be sustained because of the Successful



Proposer's failure to comply with any condition herein. Additional cost accrued by the District through this purchase will be deducted from any unpaid invoices.

- xl.iii. Material Priced Incorrectly** – As a condition of any award resulting from this Request for Proposals, Successful Proposer(s) shall discount all transactions as agreed. In the event the District discovers through its contract monitoring process or formal auditing process that material was priced incorrectly, Successful Proposer(s) agrees to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the noncompliance.
- xl.iv. Order Discrepancies** – Upon notification by the District, the Successful Proposer shall correct/resolve any shipping discrepancy no later than forty-eight (48) hours from the time of delivery to the ordering location, at no additional cost to the District.
- xl.v. Packing, Crating, Cartage** – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District's request. 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 and returned for credit or immediate replacement, at no cost to the District for product or freight.
- xl.vi. Payment** – (a) Proposer shall state payment terms offered. (b) Payment will be made on the pay period after receipt and acceptance of goods and/or services and upon department confirmation of such acceptance.
- xl.vii. Penalties** –When any Successful Proposer shall deliver any product which does not conform to the specifications, the District may, at its option, annul and set aside the Contract entered into with said Successful Proposer, either in whole or part, and make and enter into a new Contract in accordance with law for furnishing such article or articles so agreed to be furnished.
- xl.viii. Performance Notification** – In the event Successful Proposer is unable to perform any or its entire obligation under this contract or Successful Proposer is able to foresee a potential issue (i.e., system failure) that will impact the quality or quantity of the scope of work, services or level of performance under the contract, the Successful Proposer shall notify the District within one (1) working day in writing, email, or by telephone of such event.
- xl.ix. Post Award Meeting** – Prior to performing any work or providing any services specified on this Contract, the Successful Proposer may be required to meet with the Child nutrition for the purpose of reviewing the products and services offered herein, determining milestones regarding the District's expectations, and to discuss any issues related to the execution of this RFP. The Successful Proposer shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this Contract. The District will approve all materials associated with this RFP.
- I. Product Quality Controls** – All products must follow the specifications indicated. All products must be fresh, unless otherwise specified. All processed fruits and vegetables must be sealed in airtight packaging. In the event of product quality failure provision must be made for pick up, exchange and issuance of appropriate credit.

- li. Product Recalls** – If a product recall is instituted on an item that has been furnished and delivered to the District, the Successful Proposer must immediately notify the District’s Director of Child Nutrition with all pertinent information regarding the recall. The Successful Proposer must provide 100% traceability for all items affected by a recall.
- lii. Refrigeration** – All produce that is required to be delivered refrigerated shall be delivered in refrigerated trucks maintaining goods at 41 degrees Fahrenheit or less. Temperature logs must be provided as requested by the district
- liii. Right to Inspect Successful Proposer Facilities** – The District reserves the right to inspect the Successful Proposer’s facilities prior to award of contract and/or during the term of the contract and if representatives of the District determine after such inspection that the Successful Proposer is not capable of performance satisfactory to the District, the Proposal will not be considered or the Agreement can be canceled.
- liv. Safety and Sanitation** – All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety. The Successful Proposer shall provide Material Safety Data Sheets (MSDS) upon request by the District. During all stages of processing, distribution, storage and delivery, products shall be kept in an environment to maintain freshness, quality, shelf life and nutritional value and be in accordance with current USDA guidelines and safe food handling practices. The District will only receive product that meets all food safety and sanitation requirements; therefore, the District may at any time:

  - a. Inspect delivery trucks for any signs of contamination
  - b. Check all expiration and “best if used by” dates
  - c. Use thermometers to check temperatures
  - d. Accept product only at acceptable temperatures
  - e. Reject unacceptable items
- lv. Severability** – If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.
- lvi. Specifications, Changes to** – The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced in writing and signed by both parties.
- lvii. Substitutions** – All Proposers must conform to the specifications set forth in these Proposal documents. The District reserves the right to reject all Proposals that do not conform to the specifications. Do not use “as specified” in responding to this requirement. At a minimum, descriptive technical literature fully describing the claimed “as equal” product must be attached to the Proposal. Suitability and valuation of “equal” rests in the sole discretion of the District.
- lviii. Taxes** – No Proposal shall include Federal Excise Tax, as the District is exempt from such tax and will furnish appropriate tax exemption certificates. The Successful Proposer shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the District from

any liability on account of any and all such taxes, levies, duties, assessments and deductions.

- lix. Terms of the Offer** – The District's acceptance of Proposer's offer shall be limited to the terms herein unless expressly agreed in writing by the District.
- lx. Tobacco-Free Environment** – All District sites have been designated as tobacco-free environments. Smoking and the use of tobacco products is prohibited at all times on all areas of District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.
- lxi. Withdrawal of Proposal** – Any claim by a Proposer of error in its Proposal must be made in compliance with section 5100 et seq. of the Public Contract Code. The Proposers may withdraw Proposals only by written request received by the Child nutrition Director of Child Nutrition.
- lxii. Performance Guarantee** - The successful bidder(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.
- lxiii. Quantity And Quality Of Materials Or Services** - The successful bidder(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 bidder(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 bidders(s) shall pay the examination cost. In bidding, the bidder(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.
- lxiv. Execution Of Contract-** Issuance of a Purchase Order shall be evidence of the contractual agreement between the bidder(s) and the District and the bidder(s) acceptance of these RFP General Terms, Instructions, and Conditions.
- lxv. Delivery** - Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(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.

- Ixvi. Safety Data Sheets** - For all products requiring a Safety Data Sheet - The District requires that a Safety Data Sheet accompany orders at delivery time.
- Ixvii. 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.
- Ixviii. Invoices And Payments** - Unless otherwise specified, the successful bidder(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, 1400 Montecito Ave. Mountain View, CA 94043.**
- The successful bidder shall submit invoices under the same firm name shown on the RFP. The successful bidder(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.
- Ixix. Statement** - The successful bidder(s) shall render bills and/or statements to the Mountain View Whisman School District, **Child Nutrition Services Department, 1400 Montecito Ave. 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.
- Ixx. Contracting With Minority Owned Businesses** - Per CFR 200.321 the District will provide consideration for contracting with a bidder that is a minority or women owned business. CFR 4.62 defines a minority or women owned business as "...at least 51 percent unconditionally-owned by one or more members of a minority group or by one or more women..."
- Ixxi. 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.
- Ixxii. 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.
- Ixxiii. Permits And Licenses** - The successful bidder(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.
- Ixxiv. 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 bidder(s) shall accept charges for such calls on a reverse charge basis.
- Ixxv. 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.

- Ixxvi. Independent Contractor** - While engaged in carrying out and complying with the terms and conditions of the contract, the bidder(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.
- Ixxvii. 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.
- Ixxviii. 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 bid 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 bid. Failure to comply with this requirement will cause your bid to be disqualified and declared non-responsive.
- Ixxix. 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
- Ixxx. 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.
- Ixxxi. The Certification Regarding the Iran Contracting Act**
- Ixxxii. The Contractors Certification** - Regarding Drug-Free Workplace
- Ixxxiii. The Contractors Certification** - Alcoholic Beverages and Tobacco-Free Workplace
- Ixxxiv. The Contractors Certification** – Workers' Compensation
- Ixxxv. Equal Opportunity**



## F. Insurance

- i. **Limited Indemnification and Hold Harmless:** Proposer and its agents, officers and employees shall defend, indemnify, and hold harmless the District, its elected and appointed officers, agents, employees, volunteers, Proposers and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which the District, its elected and appointed officers, agents, employees, volunteers, Proposers and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of Proposer in the performance of and in accordance with the terms of the Agreement entered into between Proposer and the District. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.
  
- ii. **Minimum Insurance/Coverage:** The District and Proposer agree to purchase and/or maintain through the duration of this agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1000000 per claim/occurrence, and \$2000000 in the aggregate. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this agreement. For the acts and activities contemplated by this agreement, at a minimum, the following shall be provided:
  1. **Commercial General Liability Insurance:** Proposer shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by Proposer. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least "A,11" status as rated in the most recent edition of Best's Insurance Reports or as amended agreement between the District and Proposer. All policies shall contain a provision requiring thirty (30) days written notice to be given to the District prior to cancellation, modification, or reduction of limits.
  2. **Additional Insured Endorsement:** Mountain View Whisman School District, its elected and appointed officers, agents, employees, volunteers, Proposers and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Mountain View Whisman School District, its elected and appointed officers, agents, employees, volunteers, Proposers and representatives shall be listed as Additional

Insured as respects the operations of the named insured performed under the terms of this Agreement.”

3. **Primary Insurance Endorsement:** In addition to the “Additional Insured” as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, “Such insurance as is afforded by the Endorsement for the Additional Insured’s shall apply as primary insurance. Any other insurance maintained by the District, its elected and appointed officers, agents, employees, Proposers and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement.”
4. **Certificate of Insurance:** Prior to commencing services pursuant to this Agreement, Proposer shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Proposer’s insurance provider. Such certificate shall include the Endorsements described in this Agreement as attachments.
5. **Workers’ Compensation:** Proposer shall provide Workers’ Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: “Proposer is 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 such provisions before commencing the performance of this Agreement.” Prior to commencing services pursuant to this Agreement, Proposer shall provide a certificate indicating the existence of Workers’ Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of Proposer’s insurance provider.
6. **Injury and Illness Prevention:** Proposer shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: “Proposer is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement.” The Injury and Illness Prevention Plan shall be available to the District upon request
7. **Commercial Automobile Liability:** If Proposer is going to operate a vehicle on District property or transport students in any capacity. Limits of liability shall include a minimum of \$1000000 combined single limit.
8. **Survivability:** The parties’ indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties’ actual or alleged performance or non- performance of their respective rights, privileges, or obligations existing under this agreement.
9. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

## **G. Protests**

- i.** Any protest regarding this RFP must be submitted, without exception, in writing to the District, before 2:00 pm Pacific Time of the third (3rd) business day following the date of notification by the District that a Successful Proposer has been selected following the evaluation/selection process.

All protests should be submitted to:

Rebecca Westover  
CBO  
Rwestover@mvwsv.org

- ii.** The protest must contain a complete statement of any and all bases for the protest.
- iii.** The protest must refer to the specific portions of any documents that form the bases for the protest.
- iv.** The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest, and all other Proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- v.** The procedure and time limits set forth in this paragraph are mandatory and are each Proposer's sole and exclusive remedy in the event of protest. Failure to comply with any of these procedures, at the District's sole discretion, shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.
- vi.** The District will accept a solicitation protest from a protestor only if the following conditions have been met.
  - 1. The contract was made in connection with Child Nutrition.
  - 2. The protestor has exhausted all administrative remedies with the grantee and subgrantee before pursuing the protest.
  - 3. Violations of federal law or regulations and the standards of this section exist (violations of state or local law will be under the jurisdiction of state or local authorities).
  - 4. Violation of a grantee's or subgrantee's protest procedures exists for failure to review a complaint or protest. Protests received by the federal agency other than those specified above will be referred to the grantee or subgrantee.

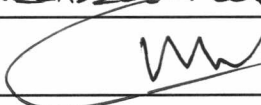


**H. Delivery Requirements and Locations**

- i. **Delivery Specifications** – The Successful Proposer will partner with the District over the term of the contract resulting from this RFP to procure and deliver fresh produce to the District. Delivery to site(s) must be completed within the designated delivery timeframe; on the designated delivery days as indicated below. District reserves the right to designate an alternate delivery location if designated site is unable to receive deliveries for any reason. 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 preferred delivery days are Monday, Wednesday. The District would like 6 deliveries per week. 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.

<b>Delivery Locations</b>				
<b>Location</b>	<b>Address</b>	<b>Delivery Times</b>	<b>Preferred Delivery Days</b>	<b>Number of Deliveries Per Week</b>
Crittenden Middle School	1701 Rock Street, Mountain View, California 94043	5:30 am - 8:00 am	Monday-Friday	5
Castro Middle School	500 Taft Street, Mountain View, California 94041	7:00 am - 9:00 am	Monday, Wednesday	2
Graham Middle School	1175 Castro Street, Mountain View, California 94040	7:00 am - 10:00 am	Monday, Wednesday	2

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

<p>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.</p>	
Company Name	ARCADIO'S PRODUCE INC.
Signature of Company Official	
Name of Signer	MANUEL OROZCO
Title of Signer	CEO
Email Address	BUYERS@ARCADIOSPRODUCE.COM
Complete Mailing Address	901 RANKIN ST. UNIT #201
City, State, Zip	SAN FRANCISCO, CA 94124
Phone Number	(415) 786-2979
Date	6/16/23
Minimum Dollar Amount for Delivery	\$ 200
<input 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


	<ul style="list-style-type: none"> <li>- Provide nutrition education materials</li> <li>- Provide Training &amp; Technical Assistance to school garden/farm</li> </ul>		
Vendor Consultation	<p>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</p> <p>0 Points: Proposer is unable to provide consultation for a minimum of 2 hours per month.</p>	Responses to Questions Labeled "Vendor Consultation - " in Vendor Questionnaire.	10
Diversified Production	<p>100% of Max Points: All products are sourced from farms that grow no less than five crops per 500 acres.</p> <p>0 points: Unable to source all products from farms that grow no less than five crops per 500 acres.</p>	- Responses to Questions Labeled "Diversified Production - " in Vendor Questionnaire	5
Contracting with Minority- Owned Businesses	<p>100% of Max Points: Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color).</p> <p>0% of Max Points: Majority business ownership not by individuals who identify as women or BIPOC.</p>	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5
Multiple Site Delivery	<p>100% of Max Points: Proposer will deliver directly to all sites listed.</p> <p>0 Points: Unable to deliver products to 100% of the sites listed.</p>	- Responses to Questions Labeled "Multiple Site Delivery - " in Vendor Questionnaire	5
<b>TOTAL POINTS:</b>			<b>85</b>

**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?  
• YES.
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)  
• SEE ATTACHMENT
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)  
• 24-HOURS IN ADVANCE. NO LIMIT ON CASES.
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.
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.
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.  
• E-MAIL
7. Service Reliability and Past Performance - What is the lead time you require for orders? (unscored) • 2 DAYS IN ADVANCE
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, DORJAN LEDEZMA. (510) 880-9734
9. Service Reliability and Past Performance - How many years has your company been in the produce business? 13 YEARS.
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?  
E-MAIL NOTIF.
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)  
DOLLAR AMOUNT - \$200

14. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service? (unscored)  
**YES.**
15. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?  
**EMAIL & CALL**
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.  
**NONE YET, SUBJECT TO CHANGE.**
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.  
**NO.**
18. Vendor Consultation - Will your company be able to provide consultation for a minimum of 2 hours per month?  
**YES.**
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.  
**YES.**
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):	<b>ARCAOZO'S PRODUCE INC.</b>		
Signature of Proposer's Authorized Representative:		Date of Signing:	<b>6/16/23</b>
Print Name & Title of Authorized Representative:	<b>MANUEL OROZCO</b>	<b>CEO</b>	
Phone #:	<b>(415) 786-2979</b>	E-mail:	<b>SCHOOLS@ARCAOZOSPRODUCE.COM</b>

## Arcadio's Truck Fleet

Truck #:	Make:	Model:	Year:
1	Dodge	Van	2015
2	Dodge	Van	2016
3	Dodge	Van	2014
4	Hino	Box Truck	2017
5	Hino	Box Truck	2019
6	Isuzu	Box Truck	2016
7	Hino	Box Truck	2019
8	Isuzu	Box Truck	2012
9	Isuzu	Box Truck	2008
10	Isuzu	Box Truck	2004
11	Peterbilt	Box Truck	2015
12	Hino	Box Truck	2017
13	Friedhlin	Box Truck	2017
14	Isuzu	Box Truck	2016
15	Isuzu	Box Truck	2016

**Attachment "5"**  
**REFERENCES**  
TO BE SUBMITTED WITH PROPOSAL

Please submit two (2) current school district References requiring multiple deliveries per week. An irresponsible 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**

<b>School District</b>	Sequoia Union High School
<b>Contact Person &amp; Title</b>	Julie Jones
<b>Telephone Number</b>	(650) 369-1411
<b>Required Number of Deliveries per Week</b>	1

**Reference #2**

<b>School District</b>	Cabrillo Unified School District
<b>Contact Person &amp; Title</b>	Stephanie Paoli
<b>Telephone Number</b>	
<b>Required Number of Deliveries per Week</b>	1



**Attachment "6"**  
**NONCOLLUSION AFFIDAVIT**  
PUBLIC CONTRACTS CODE SECTION 7106<sup>(L)</sup><sub>(SEP)</sub>  
TO BE SUBMITTED WITH PROPOSAL

State of California  
County of SAN FRANCISCO

Proposer's Name MANUEL OROZCO, being first duly sworn, deposes and says that he or she is Owner of Contractor Name ARCADZO'S PRODUCE 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."

6/16/23  
(Date)

901 BARKEN ST., SF, CA 94124  
Signed at (Place)

MANUEL OROZCO, ARCADZO'S PRODUCE INC MANUEL OROZCO  
Proposer Name Authorized Representative  
(Person, Firm, Corp.)

901 BARKEN ST. UNIT 201  
Address

MANUEL OROZCO  
Representative's Name

SAN FRANCISCO, CA 94124  
City, State, Zip

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.

ARCADIOS PRODUCE INC  
Name of Proposer (Person, Firm, or Corporation)

  
Signature of Proposer's Authorized Representative

MANUEL OROZCO, CEO  
Name & Title of Authorized Representative

6/16/23  
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.

ARCADIS PRODUCE INC

Name of Proposer (Person, Firm, or Corporation)



Signature of Proposer's Authorized Representative

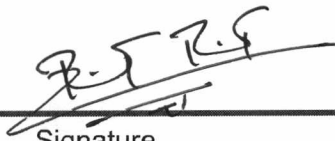
MANUEL ORAZCO, CEO

Name & Title of Authorized Representative

6/16/23

Date of Signing

ATTEST:

By   
Signature

CHRISTOPHER RUBIO, CFO

Printed Name & Title

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

I, MANUEL OROZCO, am the CEO of \_\_\_\_\_ of  
(Print Name) (Title)

(Proposer Name): ARCADIS'S PRODUCE 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 SAN FRANCISCO, CA this day of 6/16/23  
(City and State) (Date)

  
(Signature)

MANUEL OROZCO  
(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 ARCADIOS PRODUCE INC (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: 6/16/23

  
\_\_\_\_\_  
CONTRACTOR

By: Manuel Ordoñez

**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 ARCADIOS PRODUCE INC [insert name of business entity], have read the foregoing and agree that ARCADIOS PRODUCE 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: 6/16/23

Name: MANUEL OROZCO

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.

<i>ARCADIOS PRODUCE INC.</i>		
Name of Bidder		Name of SFA

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):

\_\_\_\_\_  
 \_\_\_\_\_

 <i>MANUEL OROSCO</i>		<i>CEO</i>	<i>6/16/23</i>
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 13 CERTIFICATION AND DISCLOSURE STATEMENTS

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

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

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

**In addition**, when SFAs put out bids for goods and services or renew/extend existing contracts that

exceed

the \$100,000 threshold, they are required to obtain a completed **Certification Regarding Lobbying** from either the potential vendors and/or existing contractors before any transactions can occur between the SFA and the vendor

contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract

extension and is not submitted to the CDE.

Also enclosed is the **Disclosure of Lobbying Activities** form. This is required to be completed if the potential or

existing contractor, using other than federal funds, has paid or will pay for lobbying activities in connection with

the school nutrition program agreement (Item 2 of the **Certification Regarding Lobbying** statement).

#### **Applicable to Both Certification Statements**

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

#### **SFAs with Food Service Management or Consulting Contracts**

SFAs utilizing food service management or consulting companies **must** include both certification statements in all

Requests for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and

contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management **or** consulting company must annually sign and submit to the SFA both the **Suspension and Debarment Certification** **and** the **Certification Regarding Lobbying**. If receiving more than \$100,000 in federal reimbursement, the SFA is required to sign and submit the **Certification Regarding Lobbying** to the CDE, CNFDD

#### **Summary**

- **Suspension and Debarment Certification**

1. The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000.
2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.
3. The SFA retains certification signed by 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 bid documents.
3. The **Disclosure of Lobbying Activities** form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of **Certification Regarding Lobbying**.)

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

**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.

\_\_\_\_\_  
Name of School Food Authority

\_\_\_\_\_  
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Manuel Orozco  
Printed Name

CEO  
Title

  
Signature

6/16/23  
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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

**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: <i>ARCADIOS PRODUCE INC.</i>			
Printed Name and Title: <i>MANUEL OROZCO, CEO</i>		Signature <i>[Signature]</i>	Date: <i>6/16/23</i>

## **DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

<p><b>1. Type of Federal Action:</b></p> <p>a. contract                  b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p>a. bid/offer/application                  b. initial award                  c. post-award</p>	<p><b>3. Report Type:</b></p> <p>a. initial filing                  b. material change</p> <p><b>For material change only:</b>                  Year ____ quarter ____</p> <p>Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p>____ Prime ____ Sub awardee                  Tier____, if Known:</p> <p>Congressional District, <i>if known</i>:</p>		<p><b>5. If Reporting Entity in No. 4 is Sub awardee,</b>                  Enter Name and Address of Prime:</p> <p>Congressional District, <i>if known</i>:</p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, <i>if applicable</i>:                  _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b>                  \$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>10. b. Individuals Performing Services</b> <i>(including address if different from No. 10a) (last name, first name, MI):</i></p>	
<p>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.</p>	<p><b>Signature:</b></p> <p><b>Print Name:</b></p> <p><b>Title:</b></p> <p><b>Telephone No.:</b></p> <p><b>Date:</b></p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction                  Standard Form - LLL (Rev. 7-97)</p>

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

This disclosure form shall be completed by the reporting entity, whether sub awardee 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. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the Sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," 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; Invitations for Proposal (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
10. 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 item 4 or 5.
11.
  - a. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 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 10(a). Enter Last Name, First Name, and Middle Initial (MI).

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According to the 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 instructions, 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, DC 20503



**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 Arcajo's Produce 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 .

 \_\_\_\_\_ Date 6/16/23

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.

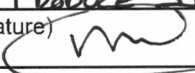
The bidder shall certify that at the time of submitting a Proposal for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting 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 (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>ARCADIS PRODUCE INC</i>	BTRC (or n/a)
By (Authorized Signature) 	
Print Name and Title of Person Signing <i>MANUEL OROZCO</i>	
Date Executed <i>6/16/23</i>	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)

Mountain View Whisman School District Child Nutrition Services Bid List for RFP No. 2023-2024-01 Attachment 19 Include with Proposal

Vendor Name: Arcadio's Produce Inc																		
Item (i.e. Apples, Variety (if applicable)) Note: Please add rows to include multiple varieties for seasonal items.	Seasonal or Standard or Variety Accepted if Specified	Description (i.e. sliced, organic, IW=Individual Wrapped, VF=Volume Fill)	Quantity	Preferred Pack/ Size	Cost Plus Fixed Fee or Fixed Price	Variety Offered	Pack/Size Offered	Adjusted Quantity (if applicable)	Show math used for pack size conversion (if applicable)	Description Offered	Origin by Timeframe Offered	Manufacturer & location of manufacturing (if applicable)	Certifications (if applicable)	Bid Price (Price per pack/size i.e. case, based on lowest price during Jul' or Dec' 2022 for cost plus items or contracted price for fixed items)	Pack/Size (Unit Description)	Cost Plus Fixed Fee Markup per Unit	Extended Price (Totals = cost plus fixed fee = (Bid Price * Quantity) + Fixed Fee * Quantity), OR fixed fee = contracted price)	Price Verification Required?
Example: Apple	Seasonal	Organic	236	12/3#Case	Cost Plus Fixed Fee	Pink Lady	12/3#Case	N/A	N/A	Organic	Aug-	N/A	nic Cert	\$46	12/3#Case	\$3.00	\$11,564	YES
Example: Apple	Standard	Conventional	70	138ct. Case	Cost Plus Fixed Fee	Red Delicious	138ct. Case	N/A	N/A	Conventional	Aug-	N/A	N/A	\$40	138ct. Case	Fixed P	\$3,010	NO
Carrots	Conventional	Baby, bagged, cello	275.00	100/2.6oz	Cost Plus Fixed Fee	BABY BAGGED CARROT	100/2.6OZ			CONVENTIONAL				\$29.50	100/2.6OZ		\$8,112.50	YES
Apple	Standard	Conventional	250.00	163 ct case	Cost Plus Fixed Fee	FUJI	138ct. Case			CONVENTIONAL				\$32.75	138CT		\$8,187.50	YES
Orange	Naval or similar	Organic	200.00	138 ct case	Cost Plus Fixed Fee	ORANGE	138ct. Case			ORGANIC				\$43.00	138CT		\$8,600.00	YES
Pears	Seasonal	Organic	175.00	135/150 ct	Cost Plus Fixed Fee													YES
Tangerine	Satsuma Bald	Organic	150.00	25# case	Cost Plus Fixed Fee													YES
Banana Petite	Bunched	Conventional	140.00	40# case	Cost Plus Fixed Fee													YES
Banana Petite	Bunched	Organic	140.00	40# case	Cost Plus Fixed Fee													YES
Apple	Seasonal	Organic	100.00	198 ct case	Cost Plus Fixed Fee	FUJI	100CT			ORGANIC				\$50.57	100CT		\$5,057.00	YES
Plum	Red or Black seasonal	Organic	100.00	100/120ct	Cost Plus Fixed Fee													YES
Jicama	Stick, 4"x1/2"	Conventional	70.00	5#	Cost Plus Fixed Fee	JICAMA STICK	5 LB			CONVENTIONAL				\$26.75	5 LBS		\$1,872.50	YES
Cucumber	Striped American/similar	Conventional	50.00	36ct	Cost Plus Fixed Fee	CUCUMBER	36 CT			CONVENTIONAL				\$19.50	36 CT		\$975.00	NO
Lettuce Mix	Mixed, salad tossed	Organic	50.00	4/5# case	Cost Plus Fixed Fee	SPRING MIX ORG	3 LB			ORGANIC				\$11.50	3 LB		\$575.00	NO
Nectarine	Yellow or White	Organic	50.00	80/100ct case	Cost Plus Fixed Fee													NO
Peaches	Donut, Gold Dust or similar	Organic	50.00	90ct loose (25#)	Cost Plus Fixed Fee													NO
Broccoli	Florettes	Conventional	40.00	4/3# case	Cost Plus Fixed Fee	BROCCOLI FLORETTES	4/3LB			CONVENTIONAL					4/3LB			NO
Watermelon	Seedless	CONVENTIONAL	40.00	5 ct case	Cost Plus Fixed Fee	WATERMELON	45CT BIN			CONVENTIONAL				\$520.00	45 CT BIN		\$520.00	NO
Tomato	Grape Red, Cherry or similar	Organic	40.00	12/ct	Cost Plus Fixed Fee													NO
Cucumber, English	Seasonal	Organic	30.00	12/ct	Cost Plus Fixed Fee	CUCUMBER ENGLISH	12CT			ORGANIC				\$19.75	12CT		\$567.00	NO
Apple	Seasonal	Organic	25.00	138 ct case	Cost Plus Fixed Fee													NO
Mandarins	Gold Nugget or similar	Organic	25.00	25# case	Cost Plus Fixed Fee													NO
Mandarins	Murcott or similar	Conventional	25.00	25# case	Cost Plus Fixed Fee	MURCOTT	22LB			CONVENTIONAL				\$45.50	22LB		\$1,137.50	NO
Melon, Cantaloupe	Seasonal	Organic	25.00	12 ct case	Cost Plus Fixed Fee	MELON CANTALOPE	12CT			ORGANIC				\$33.55	12CT		\$838.25	NO
Romaine	Chopped, bagged	Organic	25.00	6/2# bags	Cost Plus Fixed Fee													NO
Tomatoes	Roma or similar	Organic	25.00	25# case	Cost Plus Fixed Fee	BLUE JAY	22LB			CONVENTIONAL				\$33.80	22LB		\$845.00	NO
Tangerine	Blue Jay or seasonal	Organic	20.00	25# case	Cost Plus Fixed Fee													NO
Fajita mix	Red, green bell & onion	Conventional	15.00	5#	Cost Plus Fixed Fee													NO
Cabbage	Green or similar	Organic	10.00	45# case	Cost Plus Fixed Fee	CABBAGE GREEN	45LB			ORGANIC				\$31.00	45LB		\$310.00	NO
Egg, Ex Large, loose	White/Colored	Organic	10.00	15/dz	Cost Plus Fixed Fee	EGGS LARGE ORGANIC	15DZ			ORGANIC				\$91.00	15DZ		\$910.00	NO

Lemon	Meyer or similar	Organic	10.00	25# case	Cost Plus Fixed Fee	LEMONS	140CT			ORGANIC			\$32.50	140CT		\$325.00	NO
Lettuce	Green leaf crown	Organic	10.00	10#	Cost Plus Fixed Fee												NO
Melon, Honeydew	Seasonal	Organic	10.00	5 ct case	Cost Plus Fixed Fee	MELON HONEYDEW	6CT			ORGANIC			\$30.75	6CT		\$307.30	NO
Onions	Yellow or similar	Organic	10.00	25# case	Cost Plus Fixed Fee	YELLOW	40LB			ORGANIC			\$36.00	40LB		\$360.00	NO
Potato	Baking	Organic	10.00	100 ct	Cost Plus Fixed Fee												NO
Spring mix		Organic	10.00	3# case	Cost Plus Fixed Fee	SPRING MIX ORG	3LB			ORGANIC			\$11.50	3LB		\$115.00	NO
Strawberry	Seasonal	Organic	10.00	8/1# Clamshell	Cost Plus Fixed Fee	STRAWBERRY	8/1LB			ORGANIC			\$32.50	8/1LB		\$325.00	NO
Bell Pepper	Green or similar	Organic	5.00	10#	Cost Plus Fixed Fee	BELL PEPPER GREEN	25LB			ORGANIC			\$55.85	25LBS		\$279.17	NO
Bok Choy	Seasonal	Organic	5.00	35# case	Cost Plus Fixed Fee												NO
Cabbage, Green shredded	Bagged/Cleaned	Conventional	5.00	4/5# case	Cost Plus Fixed Fee		4/5LB							4/5LB			NO
Carrots, shredded	Bagged/Cleaned	Conventional	5.00	5#	Cost Plus Fixed Fee	CARROT SHREDDED	4/5LB			CONVENTIONAL			\$22.00	4/5LB		\$110.00	NO
Cauliflower	White or colored	Organic	5.00	12 ct case	Cost Plus Fixed Fee	CAULIFLOWER	12/16CT			ORGANIC			\$31.00	12/16CT		\$155.00	NO
Cauliflower, florets	White or colored	Organic	5.00	4/3# case	Cost Plus Fixed Fee												NO
Celery	Bunches	Conventional	5.00	30/ct case	Cost Plus Fixed Fee	CELERY	30CT			CONVENTIONAL			\$52.00	30CT		\$260.00	NO
Coleslaw, Mix	Bagged/Cleaned	Conventional	5.00	4/5# case	Cost Plus Fixed Fee	COLESLAW	4/5LB			CONVENTIONAL			\$27.00	4/5LB		\$135.00	NO
Onions	Purple or similar	Organic	5.00	25# case	Cost Plus Fixed Fee	ONION RED	40LB			ORGANIC			\$34.85	40LB		\$174	NO
Pluot	Seasonal	Organic	5.00	100/140 ct	Cost Plus Fixed Fee												NO
Potato	Purple, Red, similar	Organic	5.00	10# case	Cost Plus Fixed Fee	RED B POTATO	50LB			ORGANIC			\$46.75	50LB		\$233.75	NO
Spinach	Seasonal	Organic	5.00	10# case	Cost Plus Fixed Fee												NO
Mushroom, Medium	Any	Organic	2.00	10# case	Cost Plus Fixed Fee												NO
Carrots	Mixed Colors or similar	Conventional	1.00	24 bunch case	Cost Plus Fixed Fee	CARROT MIX	24CT			ORGANIC			\$31.50	24CT		\$31.50	NO
Garlic	Fresh Green or similar	Organic	1.00	24 bunch	Cost Plus Fixed Fee												NO
Herbs	Cilantro	Organic	1.00	38# case	Cost Plus Fixed Fee	CILANTRO	30CT			ORGANIC			\$39.50	30CT		\$39.50	NO
Herbs	Parsley	Organic	1.00	15 bunch case	Cost Plus Fixed Fee	PARSLEY	30CT			ORGANIC			\$32.25	30CT		\$32.25	NO
Jalapeno	Chili	Organic	1.00	38# case	Cost Plus Fixed Fee	JALAPENO	10LB			ORGANIC			\$32.25	10LB		\$32.25	NO
Kale	Seasonal, chopped	Organic	1.00	24 bunch case	Cost Plus Fixed Fee												NO
Kiwi	Green or similar	Organic	1.00	20# case	Cost Plus Fixed Fee												NO
Lettuce	Iceberg, Cello	Organic	1.00	24 ct. case	Cost Plus Fixed Fee	ICEBERG	24CT			ORGANIC			\$28.75	24CT		\$28.75	NO
Onions	Green	CONVENTIONAL	1.00	48ct case	Cost Plus Fixed Fee	ONION GREEN	48CT			CONVENTIONAL			\$19.00	48CT		\$19.00	NO
Squash	Yellow or Green	Organic	1.00	10# case	Cost Plus Fixed Fee	ZUCCHINI	22LB			ORGANIC			\$28.53	22LB		\$28.75	NO

Mountain View Whisman School District Child Nutrition Services Bid List for RFP No. 2023-2024-01 Attachment 19 Include with Proposal

Vendor Name: Arcadio's Produce Inc																		
Item (i.e. Apples, Variety (if applicable)) Note: Please add rows to include multiple varieties for seasonal items.	Seasonal or Standard or Variety Accepted if Specified	Description (i.e. sliced, organic, IW=Individual Wrapped, VF=Volume Fill)	Quantity	Preferred Pack/ Size	Cost Plus Fixed Fee or Fixed Price	Variety Offered	Pack/Size Offered	Adjusted Quantity (if applicable)	Show math used for pack size conversion (if applicable)	Description Offered	Origin by Timeframe Offered	Manufacturer & location of manufacturing (if applicable)	Certifications (if applicable)	Bid Price (Price per pack/size i.e. case, based on lowest price during Jul' or Dec' 2022 for cost plus items or contracted price for fixed items)	Pack/Size (Unit Description)	Cost Plus Fixed Fee Markup per Unit	Extended Price (Totals = cost plus fixed fee = (Bid Price * Quantity) + Fixed Fee * Quantity), OR fixed fee = contracted price)	Price Verification Required?
Example: Apple	Seasonal	Organic	236	12/3#Case	Cost Plus Fixed Fee	Pink Lady	12/3#Case	N/A	N/A	Organic	Feb, WA:	N/A	Organic Certified	\$46	12/3#Case	\$3.00	\$11,564	YES
Example: Apple	Standard	Conventional	70	138ct. Case	Cost Plus Fixed Fee	Red Delicious	138ct. Case	N/A	N/A	Conventional	Feb, WA:	N/A	N/A	\$40	138ct. Case	N/A, Fixed Price	\$3,010	NO
Carrots	Conventional	Baby, bagged, cello	275.00	100/2.6oz	Cost Plus Fixed Fee	BABY BAGGED CARROT	100/2.6OZ			CONVENTIONAL				\$29.50	100/2.6OZ		\$8,112.50	YES
Apple	Standard	Conventional	250.00	163 ct case	Cost Plus Fixed Fee	FUJI	138ct. Case			CONVENTIONAL				\$32.75	138CT		\$8,187.50	YES
Orange	Naval or similar	Organic	200.00	138 ct case	Cost Plus Fixed Fee	ORANGE	138ct. Case			ORGANIC				\$43.00	138CT		\$8,600.00	YES
Pears	Seasonal	Organic	175.00	138/150 ct	Cost Plus Fixed Fee													YES
Tangerine	Satsuma Bald	Organic	150.00	25# case	Cost Plus Fixed Fee													YES
Banana Petite	Bunched	Conventional	140.00	40# case	Cost Plus Fixed Fee													YES
Banana Petite	Bunched	Organic	140.00	40# case	Cost Plus Fixed Fee													YES
Apple	Seasonal	Organic	100.00	198 ct case	Cost Plus Fixed Fee	FUJI	100CT			ORGANIC				\$50.57	100CT		\$5,057.00	YES
Plum	Red or Black seasonal	Organic	100.00	100/120ct	Cost Plus Fixed Fee													YES
Jicama	Stick, 4"x1/2"	Conventional	70.00	5#	Cost Plus Fixed Fee	JICAMA STICK	5 LB			CONVENTIONAL				\$26.75	5 LBS		\$1,872.50	YES
Cucumber	Striped American/similar	Conventional	50.00	36ct	Cost Plus Fixed Fee	CUCUMBER SPRING MIX	36 CT			CONVENTIONAL				\$19.50	36 CT		\$975.00	NO
Lettuce Mix	Mixed, salad tossed	Organic	50.00	4/5# case	Cost Plus Fixed Fee	ORG	3 LB			ORGANIC				\$11.50	3 LB		\$575.00	NO
Nectarine	Yellow or White	Organic	50.00	80/100ct case	Cost Plus Fixed Fee													NO
Peaches	Donut, Gold Dust or similar	Organic	50.00	90ct loose (25#)	Cost Plus Fixed Fee													NO
Broccoli	Florettes	Conventional	40.00	4/3# case	Cost Plus Fixed Fee	BROCCOLI FLORETTES	4/3LB			CONVENTIONAL					4/3LB			NO
Watermelon	Seedless	CONVENTIONAL	40.00	5 ct case	Cost Plus Fixed Fee	WATERMELON	45CT BIN			CONVENTIONAL				\$520.00	45 CT BIN		\$520.00	NO
Tomato	Grape Red, Cherry or similar	Organic	40.00	12/ct	Cost Plus Fixed Fee													NO
Cucumber, English	Seasonal	Organic	30.00	12/ct	Cost Plus Fixed Fee	CUCUMBER ENGLISH	12CT			ORGANIC				\$19.75	12CT		\$567.00	NO
Apple	Seasonal	Organic	25.00	138 ct case	Cost Plus Fixed Fee													NO
Mandarins	Gold Nugget or similar	Organic	25.00	25# case	Cost Plus Fixed Fee													NO
Mandarins	Murcott or similar	Conventional	25.00	25# case	Cost Plus Fixed Fee	MURCOTT	22LB			CONVENTIONAL				\$45.50	22LB		\$1,137.50	NO
Melon, Cantaloupe	Seasonal	Organic	25.00	12 ct case	Cost Plus Fixed Fee	MELON CANTALOPE	12CT			ORGANIC				\$33.65	12CT		\$838.25	NO
Romaine	Chopped, bagged	Organic	25.00	6/2# bags	Cost Plus Fixed Fee													NO
Tomatoes	Roma or similar	Organic	25.00	25# case	Cost Plus Fixed Fee	BLUE JAY	22LB			CONVENTIONAL				\$33.80	22LB		\$845.00	NO
Tangerine	Blue Jay or seasonal	Organic	20.00	25# case	Cost Plus Fixed Fee													NO
Fajita mix	Red, green bell & onion	Conventional	15.00	5#	Cost Plus Fixed Fee													NO
Cabbage	Green or similar	Organic	10.00	45# case	Cost Plus Fixed Fee	CABBAGE GREEN	45LB			ORGANIC				\$31.00	45LB		\$310.00	NO
Egg, Ex Large, Loose	White/Colored	Organic	10.00	15/dz	Cost Plus Fixed Fee	EGGS LARGE ORGANIC	15DZ			ORGANIC				\$91.00	15DZ		\$910.00	NO
Lemon	Meyer or similar	Organic	10.00	25# case	Cost Plus Fixed Fee	LEMONS	140CT			ORGANIC				\$32.50	140CT		\$325.00	NO
Lettuce	Green leaf crown	Organic	10.00	10#	Cost Plus Fixed Fee													NO
Melon, Honeydew	Seasonal	Organic	10.00	5 ct case	Cost Plus Fixed Fee	MELON HONEYDEW	6CT			ORGANIC				\$30.75	6CT		\$307.30	NO
Onions	Yellow or similar	Organic	10.00	25# case	Cost Plus Fixed Fee	YELLOW	40LB			ORGANIC				\$36.00	40LB		\$960.00	NO
Potato	Baking	Organic	10.00	100 ct	Cost Plus Fixed Fee													NO



Spring mix		Organic	10.00	3# case	ost Plus Fixed Fee	SPRING MIX ORG	3LB			ORGANIC			\$11.50	3LB		\$115.00	NO
Strawberry	Seasonal	Organic	10.00	8/1# Clamshell	ost Plus Fixed Fee	STRAWBERRY	8/1LB			ORGANIC			\$32.50	8/1LB		\$325.00	NO
Bell Pepper	Green or similar	Organic	5.00	10#	ost Plus Fixed Fee	BELL PEPPER GREEN	25LB			ORGANIC			\$55.85	25LBS		\$279.17	NO
Bok Choy	Seasonal	Organic	5.00	35# case	ost Plus Fixed Fee												NO
Cabbage, Green shredded	Bagged/Cleaned	Conventional	5.00	4/5# case	ost Plus Fixed Fee		4/5LB							4/5LB			NO
Carrots, shredded	Bagged/Cleaned	Conventional	5.00	5#	ost Plus Fixed Fee	CARROT SHREDDED	4/5LB			CONVENTIONAL			\$22.00	4/5LB		\$110.00	NO
Cauliflower	White or colored	Organic	5.00	12 ct case	ost Plus Fixed Fee	CAULIFLOWER	12/16CT			ORGANIC			\$31.00	12/16CT		\$165.00	NO
Cauliflower, florets	White or colored	Organic	5.00	4/3# case	ost Plus Fixed Fee												NO
Celery	Bunches	Conventional	5.00	30/ct case	ost Plus Fixed Fee	CELERY	30CT			CONVENTIONAL			\$52.00	30CT		\$260.00	NO
Coleslaw, Mix	Bagged/Cleaned	Conventional	5.00	4/5# case	ost Plus Fixed Fee	COLESLAW	4/5LB			CONVENTIONAL			\$27.00	4/5LB		\$135.00	NO
Onions	Purple or similar	Organic	5.00	25# case	ost Plus Fixed Fee	ONION RED	40LB			ORGANIC			\$34.85	40LB		\$174	NO
Pluot	Seasonal	Organic	5.00	100/140 ct	ost Plus Fixed Fee												NO
Potato	Purple, Red, similar	Organic	5.00	10# case	ost Plus Fixed Fee	RED B POTATO	50LB			ORGANIC			\$46.75	50LB		\$233.75	NO
Spinach	Seasonal	Organic	5.00	10# case	ost Plus Fixed Fee												NO
Mushroom, Medium	Any	Organic	2.00	10# case	ost Plus Fixed Fee												NO
Carrots	Mixed Colors or similar	Conventional	1.00	24 bunch case	ost Plus Fixed Fee	CARROT MIX	24CT			ORGANIC			\$31.50	24CT		\$31.50	NO
Garlic	Fresh Green or similar	Organic	1.00	24 bunch	ost Plus Fixed Fee												NO
Herbs	Cilantro	Organic	1.00	38# case	ost Plus Fixed Fee	CILANTRO	30CT			ORGANIC			\$39.50	30CT		\$39.50	NO
Herbs	Parsley	Organic	1.00	15 bunch case	ost Plus Fixed Fee	PARSLEY	30CT			ORGANIC			\$32.25	30CT		\$32.25	NO
Jalapeno	Chili	Organic	1.00	38# case	ost Plus Fixed Fee	JALAPENO	10LB			ORGANIC			\$32.25	10LB		\$32.25	NO
Kale	Seasonal, chopped	Organic	1.00	24 bunch case	ost Plus Fixed Fee												NO
Kiwi	Green or similar	Organic	1.00	20# case	ost Plus Fixed Fee												NO
Lettuce	Iceberg, Cello	Organic	1.00	24 ct. case	ost Plus Fixed Fee	ICEBERG	24CT			ORGANIC			\$28.75	24CT		\$28.75	NO
Onions	Green	CONVENTIONAL	1.00	48ct case	ost Plus Fixed Fee	ONION GREEN	48CT			CONVENTIONAL			\$19.00	48CT		\$19.00	NO
Squash	Yellow or Green	Organic	1.00	10# case	ost Plus Fixed Fee	ZUCCHINI	22LB			ORGANIC			\$28.53	22LB		\$28.75	NO

**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 AREARZO'S PRODUCE 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.

MANUEL OROZCO, CEO

Printed Name and Title of Person Signing



Signature

6/16/23

Date

**END OF RFP**