

June 19, 2023

Mountain View Whisman School District  
Debbie Austin  
1400 Montecito Ave.  
Mountain View, CA 94043

Re: IFB# 2023- 24- 01 PRODUCE

Dear, Debbie Austin,

Thank you for allowing Sysco Northern California the opportunity to bid on IFB# 2023- 24- 01 PRODUCE for the period of 07/01/23 to 06/30/24.

For your consideration, we've included additional varieties and cost-effective alternatives. If items on bid have guaranteed pricing that expires before the end of bid term, the expiration date will be noted on the customer copy. New bid pricing for these items will be provided after we have received the renewals from the suppliers. Notification by letter will be sent with new cost and effective dates.

**Bid Pricing Overview:**

- **\* (Asterisk)** - Items bid without a manufacturer's price guarantee.
- **Market** - Items bid as Market will fluctuate weekly; however, the margin used is guaranteed through bid term. The items identified on the enclosed bid documents reflect the Market price on the date of document completion.
- **P** – Produce items are guaranteed by calendar month. In the case of drastic weather conditions around the country we may be forced to implement an "Act of God Clause". In the event of this occurrence, we will provide a written notice and new pricing will take effect immediately.
- **Ecolab**- Please reach out to your local Ecolab Representative for your contract pricing on all items marked as "ECOLAB" on your customer copy.
- **Pactiv**: Due to the volatility of the market caused by COVID-19, all Pactiv pricing is subject to change monthly with the market.

**Delivery and Opening Order Overview:**

- **Off Day Orders:** Orders that ship outside of a normal scheduled delivery day must meet a 20 case and \$850.00 minimum order requirement. This will be waived during holiday weeks.

Please note that some items may be bid as special order. These items will require a four- week lead time to process. Any item brought in for a customer via special order will need to ship in full to the customer within 30 days from the received date.

Should we receive notification from our manufacturer of price changes due to the volatility in the market, where contracted pricing cannot be extended, we will give you written notice of intent to change price. As well as documentation from the manufacturer of the intended price change with new guaranteed dates.

To ensure pricing and accuracy, Sysco requires at least two-week notification for pricing implementation and inventory level adjustments. Only Sysco awarded items will be entered into our pricing system, and items not awarded Sysco may not be valid at bid price.

If you have any questions, please feel free to contact your Sysco Representative Jorma/Spencer or Chris Medina, Contract Bid & Manager at 510-602-8159.

Sincerely,

*Chris Medina*

Chris Medina  
Contract Bid Manager

**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**

<b>Topic</b>	<b>Page #</b>
<b>Schedule of Events</b>	<b>3</b>
<b>Notice to Proposers</b>	<b>4</b>
<b>USDA Nondiscrimination Statement</b>	<b>5</b>
<b>Proposal Submission Checklist (Attachment 1)</b>	<b>6</b>
<b>General Information about the District</b>	<b>7</b>
<b>Proposal Instructions and General Requirements</b>	<b>7</b>
<b>Pricing</b>	<b>10</b>
<b>District Evaluation/Selection Process</b>	<b>11</b>
<b>Terms and Conditions</b>	<b>12</b>
<b>Insurance</b>	<b>24</b>
<b>Protests</b>	<b>26</b>
<b>Delivery Requirements and Locations</b>	<b>27</b>
<b>Request for Proposal Signature Page (Attachment 2)</b>	<b>28</b>
<b>Evaluation Criteria (Attachment 3)</b>	<b>29</b>
<b>Vendor Questionnaire (Attachment 4)</b>	<b>31</b>
<b>References (Attachment 5)</b>	<b>33</b>
<b>Non Collusion Affidavit (Attachment 6)</b>	<b>34</b>
<b>Proposer's Statement Regarding Insurance Coverage (Attachment 7)</b>	<b>35</b>
<b>Worker's Compensation Insurance Certification (Attachment 8)</b>	<b>36</b>
<b>Drug Free Workplace Certification (Attachment 9)</b>	<b>37</b>
<b>Equal Opportunity Employment (Attachment 10)</b>	<b>38</b>
<b>Fingerprint Clearance/Criminal Background Investigation (Attachment 11)</b>	<b>39</b>
<b>Certificate of Independent Price Determination (Attachment 12)</b>	<b>40</b>
<b>Certification and Disclosure Statements (Attachment 13)</b>	<b>41</b>
<b>Suspension and Debarment Certification (Attachment 14)</b>	<b>43</b>
<b>Certification Regarding Lobbying (Attachment 15)</b>	<b>45</b>
<b>Buy American Certification Form (Attachment 16)</b>	<b>48</b>
<b>Iran Contracting Act of 2010 Compliance Affidavit (Attachment 17)</b>	<b>49</b>

<b>China Prohibition Certification (Attachment 18)</b>	50
<b>Itemized Proposal List (Attachment 19)</b>	Attach
<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 SySCO Food Services San Francisco

This checklist must be submitted with Proposer's Proposal.

REQUIRED DOCUMENTS:

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

## **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: \_\_\_\_\_

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.

- xxxi. 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.
- xxxii. 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.
- xxxiii. 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.
- xxxiv. Formation of Contract** – Proposer's signed Proposal and District's written acceptance shall constitute a binding contract.
- xxxv. 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.
- xi. 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.
- xii. 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.

- ii. **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.
- iii. **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.

- lxxvi. 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.
- lxxvii. 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.
- lxxviii. 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.
- lxxix. 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
- lxxx. 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.
- lxxxi. The Certification Regarding the Iran Contracting Act**
- lxxxii. The Contractors Certification - Regarding Drug-Free Workplace**
- lxxxiii. The Contractors Certification - Alcoholic Beverages and Tobacco-Free Workplace**
- lxxxiv. The Contractors Certification – Workers' Compensation**
- lxxxv. 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**

<b>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.</b>	
<b>Company Name</b>	Sysco Food Services San Francisco
<b>Signature of Company Official</b>	
<b>Name of Signer</b>	Christopher Meding
<b>Title of Signer</b>	Contract and Bids Manager
<b>Email Address</b>	SFBIDS@SYSCO.COM
<b>Complete Mailing Address</b>	5900 Stewart Ave
<b>City, State, Zip</b>	Fremont, CA 94538
<b>Phone Number</b>	510-602-8159
<b>Date</b>	6-19-2023
<b>Minimum Dollar Amount for Delivery</b>	\$ 850
<input type="checkbox"/>	Check if no minimum dollar amount for delivery is required.
<b>Minimum Case Amount for Delivery</b>	20 cases
<input 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

Mountain View Whisman School District  
Produce RFP#2023-24-01

	<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)  
97 tractors, years 2012 to 2019 (66 freightliner Cascadia, 22 Volvo NM, 9 Mack Anthem 108 trailers years 2004 to 2020 (57 Hyundai, 40 kidron, 6 utility, 5 great dane) -every unit is on a 90 day BIT program
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)  
No later than 3PM. There is no limit to case quantities when adding to an existing order.
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.
7. Service Reliability and Past Performance - What is the lead time you require for orders? (unscored)  
Non-stock items have a 5-6 week lead time, and regularly stock items have a 3-4 week lead time.
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, Michael Mcomick.
9. Service Reliability and Past Performance - How many years has your company been in the produce business?  
Sysco Food Services has been operating since 1969.
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?  
Your sales rep will notify you of any outs or substitutions the day prior to your delivery. Subs will only be sent upon approval by customer.
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)  
There is an \$850 and 20 cases Minimum.



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

Across the Northern California region we service over 300 schools.

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

Bell Tower will notify customer via phone call with a follow up email or text, depending on what info we have on file.

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

Yes. Sysco has provided tours, tastings, consultations with business resource team members.

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

Yes, please work with your sales rep to discuss menu needs or future order planning.

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

Please work with your sales rep to schedule and discuss consultation meetings.

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.

most of our large suppliers are the grower and shipper. They don't own all the land they use but lease it out and have the farmers work with them in partnership.


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):	Sysco Food Services San Francisco		
Signature of Proposer's Authorized Representative:		Date of Signing:	6-19-2023
Print Name & Title of Authorized Representative:	Christopher Medina, Contract and Bids Manager		
Phone #:	510-602-8159	E-mail:	SFBIDS@SYSCO.COM

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

Please submit two (2) current school district References requiring multiple deliveries per week. An irresponsive reference will **not** be considered a valid Reference. The Proposer is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District. Please note that the District reserves the right to provide a reference based on reasonably recent experience with the Bidder

**Reference #1**

<b>School District</b>	Santa Clara USD
<b>Contact Person &amp; Title</b>	Karen Luna, Director of Nutrition Services
<b>Telephone Number</b>	408-423-2078
<b>Required Number of Deliveries per Week</b>	2

**Reference #2**

<b>School District</b>	Berkeley USD
<b>Contact Person &amp; Title</b>	Ric Keeley-Production Sous Chef
<b>Telephone Number</b>	510-644-6246
<b>Required Number of Deliveries per Week</b>	2

**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 Alameda

Proposer's Name Christopher Medina, being first duly sworn, deposes and says that he or she is Owner of Contractor Name

Sysco Food Services San Francisco 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."

9-19-2023  
(Date)

NEWARK CA  
Signed at (Place)

Sysco Food Services San Francisco  
Proposer Name  
(Person, Firm, Corp.)

Christopher Medina  
Authorized Representative

5900 Stewart Ave,  
Address

Christopher Medina  
Representative's Name

Fremont, CA 94538  
City, State, Zip

Contract and Bills Manager  
Representative's Title

Please See Attached  
Acknowledgment  
From Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

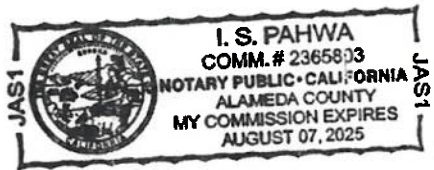
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Alameda )  
On 06-19-2023 before me, I. S. Pahwa, Notary Public  
Date Here, Insert Name and Title of the Officer  
personally appeared Christopher P. Medina )  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**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.

Sysco Food Services San Francisco

Name of Proposer (Person, Firm, or Corporation)



Signature of Proposer's Authorized Representative

Christopher Medina, Contract and Bids Manager

Name & Title of Authorized Representative

6-19-2023

Date of Signing

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

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

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

Sysco Food Services San Francisco

Name of Proposer (Person, Firm, or Corporation)



Signature of Proposer's Authorized Representative

Christopher Medina, Contract and Bids Manager

Name & Title of Authorized Representative

Please See Attached  
Acknowledgment  
From Notary Public

6-19-2023

Date of Signing

ATTEST:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

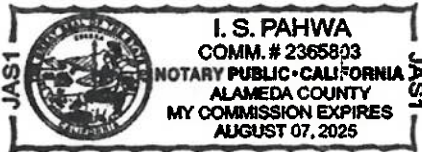
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Alameda )  
On 06-19-2023 before me, I. S. Pahwa, Notary Public  
Date Here, Insert Name and Title of the Officer  
personally appeared Christopher P. Medina  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



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

I, Christopher Medina, am the Contract and Bids Manager of  
(Print Name) (Title)

(Proposer Name): Sysco Food Services San Francisco 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 Fremont, Ca this day of 6-19-2023  
(City and State) (Date)

  
\_\_\_\_\_  
(Signature)

Christopher Medina  
\_\_\_\_\_  
(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 Sysco Food Services San Francisco (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: 6-19-2023

Sysco Food Services San Francisco

CONTRACTOR

By: Christopher Medina

**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 Contract and Bids Manager [insert "owner" or officer title] of Sysco Food Services San Francisco [insert name of business entity], have read the foregoing and agree that Sysco Food Services San Francisco [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: 6-19-2023

Name: Christopher Medina

Signature: 

Title: Contract and Bids Manager

**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.

Sysco Food Services San Francisco		
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):

---



---

		Contract and Bids Manager	6-19-2023
Signature of Proposer's Authorized Representative		Title	Date

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

Signature of SFA's Authorized Representative		Title	Date

## **ATTACHMENT 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):

Christopher Medina

Printed Name

Contract and Bids Manager

Title



Signature

6-19-2023

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:
<b>OR</b>			
Name of Vendor: Sysco Food Services San Francisco			
Printed Name and Title: Christopher Medina, Contract and Bids Manager		Signature 	Date: 6-19-2023



**DISCLOSURE OF LOBBYING ACTIVITIES**

\*\*\*N/A\*\*\*\*

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> ***N/A****</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).

---

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 Sysco Food Services San Francisco, certify that only domestic commodity or food/beverage products will be supplied to Mountain View Whisman School District unless otherwise mutually agreed upon and pre-approved by Mountain View Whisman School District .



Signature

6-19-2023

Date

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

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

**Attachment "17"**  
**IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**  
**TO BE SUBMITTED WITH PROPOSAL**

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

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


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

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

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

**OPTION #1: CERTIFICATION**

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

Vendor Name/Financial Institution (printed) Sysco Food Services San Francisco	BTRC (or n/a)
By (Authorized Signature) 	
Print Name and Title of Person Signing Christopher Medina, Contract and Bids Manager	
Date Executed 6-19-2023	City Approval (Signature) (Print Name)

**OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

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

**CHINA PROHIBITION CERTIFICATION - Attachment "18"**

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

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

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

I/we Sysco Food Services San Francisco, 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.

**Christopher Medina,**  
**Contract and Bids Manager**

Printed Name and Title of Person Signing

 6-19-2023

Signature

Date

**END OF RFP**



Vendor Name: SYSCO SAN FRANCISCO

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

Item ID	Item Description	Quantity	Unit	Brand/Manufacturer	Product Code	Case Pack	Case Weight	Case Volume	Case Price	Unit Price	Estimated Price	Price	Notes
1001	Organic Milk, 1% Fat, 1 Gallon	24	Case	Organic Valley	1001001	24	3.785	3.785	141.75	5.91	1,417.35	YES	PRO 1
1002	Organic Milk, 2% Fat, 1 Gallon	24	Case	Organic Valley	1001002	24	3.785	3.785	137.50	5.73	1,375.00	YES	PRO 2
1003	Organic Milk, 3.25% Fat, 1 Gallon	24	Case	Organic Valley	1001003	24	3.785	3.785	145.00	6.04	1,450.00	YES	PRO 3
1004	Organic Milk, 4% Fat, 1 Gallon	24	Case	Organic Valley	1001004	24	3.785	3.785	150.00	6.33	1,500.00	YES	PRO 4
1005	Organic Milk, 5% Fat, 1 Gallon	24	Case	Organic Valley	1001005	24	3.785	3.785	155.00	6.62	1,550.00	YES	PRO 5
1006	Organic Milk, 6% Fat, 1 Gallon	24	Case	Organic Valley	1001006	24	3.785	3.785	160.00	6.91	1,600.00	YES	PRO 6
1007	Organic Milk, 7% Fat, 1 Gallon	24	Case	Organic Valley	1001007	24	3.785	3.785	165.00	7.20	1,650.00	YES	PRO 7
1008	Organic Milk, 8% Fat, 1 Gallon	24	Case	Organic Valley	1001008	24	3.785	3.785	170.00	7.49	1,700.00	YES	PRO 8
1009	Organic Milk, 9% Fat, 1 Gallon	24	Case	Organic Valley	1001009	24	3.785	3.785	175.00	7.78	1,750.00	YES	PRO 9
1010	Organic Milk, 10% Fat, 1 Gallon	24	Case	Organic Valley	1001010	24	3.785	3.785	180.00	8.07	1,800.00	YES	PRO 10
1011	Organic Milk, 11% Fat, 1 Gallon	24	Case	Organic Valley	1001011	24	3.785	3.785	185.00	8.36	1,850.00	YES	PRO 11
1012	Organic Milk, 12% Fat, 1 Gallon	24	Case	Organic Valley	1001012	24	3.785	3.785	190.00	8.65	1,900.00	YES	PRO 12
1013	Organic Milk, 13% Fat, 1 Gallon	24	Case	Organic Valley	1001013	24	3.785	3.785	195.00	8.94	1,950.00	YES	PRO 13
1014	Organic Milk, 14% Fat, 1 Gallon	24	Case	Organic Valley	1001014	24	3.785	3.785	200.00	9.23	2,000.00	YES	PRO 14
1015	Organic Milk, 15% Fat, 1 Gallon	24	Case	Organic Valley	1001015	24	3.785	3.785	205.00	9.52	2,050.00	YES	PRO 15
1016	Organic Milk, 16% Fat, 1 Gallon	24	Case	Organic Valley	1001016	24	3.785	3.785	210.00	9.81	2,100.00	YES	PRO 16
1017	Organic Milk, 17% Fat, 1 Gallon	24	Case	Organic Valley	1001017	24	3.785	3.785	215.00	10.10	2,150.00	YES	PRO 17
1018	Organic Milk, 18% Fat, 1 Gallon	24	Case	Organic Valley	1001018	24	3.785	3.785	220.00	10.39	2,200.00	YES	PRO 18
1019	Organic Milk, 19% Fat, 1 Gallon	24	Case	Organic Valley	1001019	24	3.785	3.785	225.00	10.68	2,250.00	YES	PRO 19
1020	Organic Milk, 20% Fat, 1 Gallon	24	Case	Organic Valley	1001020	24	3.785	3.785	230.00	10.97	2,300.00	YES	PRO 20
1021	Organic Milk, 21% Fat, 1 Gallon	24	Case	Organic Valley	1001021	24	3.785	3.785	235.00	11.26	2,350.00	YES	PRO 21
1022	Organic Milk, 22% Fat, 1 Gallon	24	Case	Organic Valley	1001022	24	3.785	3.785	240.00	11.55	2,400.00	YES	PRO 22
1023	Organic Milk, 23% Fat, 1 Gallon	24	Case	Organic Valley	1001023	24	3.785	3.785	245.00	11.84	2,450.00	YES	PRO 23
1024	Organic Milk, 24% Fat, 1 Gallon	24	Case	Organic Valley	1001024	24	3.785	3.785	250.00	12.13	2,500.00	YES	PRO 24
1025	Organic Milk, 25% Fat, 1 Gallon	24	Case	Organic Valley	1001025	24	3.785	3.785	255.00	12.42	2,550.00	YES	PRO 25
1026	Organic Milk, 26% Fat, 1 Gallon	24	Case	Organic Valley	1001026	24	3.785	3.785	260.00	12.71	2,600.00	YES	PRO 26
1027	Organic Milk, 27% Fat, 1 Gallon	24	Case	Organic Valley	1001027	24	3.785	3.785	265.00	13.00	2,650.00	YES	PRO 27
1028	Organic Milk, 28% Fat, 1 Gallon	24	Case	Organic Valley	1001028	24	3.785	3.785	270.00	13.29	2,700.00	YES	PRO 28
1029	Organic Milk, 29% Fat, 1 Gallon	24	Case	Organic Valley	1001029	24	3.785	3.785	275.00	13.58	2,750.00	YES	PRO 29
1030	Organic Milk, 30% Fat, 1 Gallon	24	Case	Organic Valley	1001030	24	3.785	3.785	280.00	13.87	2,800.00	YES	PRO 30

## Attachment "16" Itemized Bid List

**Instructions to Bidders:**

Regarding Varieties and Description preferred vs. offered. 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 the variety listed or comparable substitute varieties. The note section should be used to indicate if the item offered is a seasonal variety, requires a minimum purchase, is a market item or is an alternate to what was listed. Bids 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 canned fruit and vegetables bids. In the same column, note any product that is grown/produced and packaged in California.

**Mountain View Whisman School District Child Nutrition Department Produce Bid**

Vendor Name:	Item (i.e. Apple)	Varieties Accepted	Description (i.e. sliced, organic)	Quantity	Preferred Pack/ Size	Variety Offered	Packages Offered	Adjusted Quantity (if applicable)	Show math used for pack size conversion (if applicable)	Description Offered	Origin: Timframe Offered	Bid Price	Unit Price	Unit Description	Extended Price (Total)	Notes
	Carrots	Conventional	Baby bagged cello	275.00	100/26oz	Any	200/4 6 OZ			CARROT BABY CUT PLD		27.17	27.17	CASE	7471.75	PRO 1
	Apples	Standard	Conventional	250.00	133 ct case	Gala	1/163 CT			APPLE GALA X FANCY FRESH		28.11	28.11	CASE	7027.5	PRO 2
	Orange	Naval or similar	Organic	200.00	138 ct case	Any	1/140 LB			ORANGE FRESH ORGANIC NAVAL/VNL		45.72	45.72	CASE	9144	PRO 3
	Pears	Seasonal	Organic	175.00	135/150 ct	Any	1/140 LB			PEAR BARTLETT ORGANIC		52.06	52.06	CASE	10259	PRO 4
	Tangerine	Satsuma Bald	Organic	150.00	25# case	Any	1/103 LB			MANDARIN FRESH EASY PEEL		39.61	39.61	CASE	5491.5	PRO 5
	Banana Palle	Bunched	Conventional	140.00	40# case	Any	1/150 CT			BAQUA FRESH PETITE GREEN TIP		20.99	20.99	CASE	2924.8	PRO 6
	Banana Palle	Bunched	Organic	140.00	40# case	Any	1/150 CT			BAQUA FRESH PETITE GREEN TIP		20.99	20.99	CASE	2924.8	PRO 7
	Apples	Seasonal	Organic	100.00	189 ct case	Flag	1/140 LB			BAQUA FRESH ORGANIC		28.21	28.21	CASE	2821	PRO 8
	Plum	Red or Black seasonal	Organic	100.00	100/120ct	Any	1/20 LB			PLUM FRESH		38.79	38.79	CASE	3879	PRO 9
	Jicama	Stick 4"x1/2"	Conventional	70.00	5#	Any	1/5#			JICAMA ROOT STICK FRESH		18.84	18.84	CASE	1178.8	PRO 10
	Cucumber	Striped American/similar	Conventional	50.00	36ct	Any	1/36CT			CUCUMBER FRESH		17.78	17.78	CASE	889	PRO 11
	Lettuce Mix	Mixed, salad tossed	Organic	50.00	4/5# case	Any	4/5 LB			LETTUCE SAL MIX TOSSED FRESH		16.49	16.49	CASE	824.5	PRO 12
	Nectarine	Yellow or White	Organic	50.00	80/100ct case	Any	1/25 LB			NECTARINE FRESH LOCAL		40.11	40.11	CASE	2005.5	PRO 13
	Peaches	Donut, Gold Dust or similar	Organic	50.00	80ct loose (25#)	Any	1/25 LB			PEACH FRESH LOCAL GROWN		40.11	40.11	CASE	2005.5	PRO 14
	Broccoli	Florets	Conventional	40.00	4/2# case	Any	4/3 LB			BROCCOLI FLORET ICELESS		22.4	22.4	CASE	898	PRO 15
	Watermelon	Seedless	Organic	40.00	5 ct case	Any	1/5 CT			MELON WATERMELON SEEDS FRESH		48.42	48.42	CASE	1859.8	PRO 16
	Tomato	Grape Red, Cherry or similar	Organic	40.00	12/ct	Any	1/2PINT			TOMATO CHERRY ORGANIC		36.56	36.56	CASE	1467.4	PRO 17
	Cucumber, English	Seasonal	Organic	30.00	12/ct	Any	1/12 CT			CUCUMBER FRESH ENGLISH ORGANIC		28.54	28.54	CASE	798.2	PRO 18
	Apple	Seasonal	Organic	25.00	138 ct case	Any	1/140 LB			APPLE FULL FRESH ORGANIC		57.36	57.36	CASE	1434	PRO 19
	Mandarin	Gold Nugget or similar	Organic	25.00	25# case	Any				MANDARIN FRESH EASY PEEL		NO BID	NO BID	CASE	NO BID	PRO 20
	Mandarin	Murcott or similar	Conventional	25.00	25# case	Any	1/103 LB			MELON CANTALOUPE		36.82	36.82	CASE	920.5	PRO 21
	Melon, Cantaloupe	Seasonal	Organic	25.00	12 ct case	Any	1/8-12CT			LETTUCE ROMAINE CHOPPED FRESH		23.4	23.4	CASE	595	PRO 22
	Romaine	Chopped, bagged	Organic	25.00	6/2# bags	Any	6/2 LB			LETTUCE ROMAINE CHOPPED FRESH ORGANIC		18.87	18.87	CASE	474.25	PRO 23
	Tomatoes	Roma or similar	Organic	25.00	25# case	Any	1/22#			TOMATO FRESH ORGANIC FLVR		42.54	42.54	CASE	1063.5	PRO 24
	Tangerine	Blue Jay or seasonal	Organic	20.00	25# case	Any				NO BID	NO BID	NO BID	NO BID	CASE	NO BID	PRO 25
	Fajita mix	Red, green bell & onion	Conventional	15.00	5#	Any	1/5 LB			VEGETABLE MIX FAJITA		28.34	28.34	CASE	425.1	PRO 26
	Cabbage	Green or similar	Organic	10.00	45# case	Any	1/20 LB			CABBAGE GREEN ORGANIC		31.37	31.37	CASE	313.7	PRO 27
	EGG EA Large, loose	White/Colored	Organic	10.00	15/ct	Any	1/15 OZ			EGG SHELL XLG WHT AA CA COPR		25.48	25.48	CASE	254.8	PRO 28
	Lemon	Meyer or similar	Organic	10.00	25# case	Any	1/85 CT			LEMON FRESH ORGANIC		54.2	54.2	CASE	542	PRO 29

Please indicate \$ \_\_\_\_\_ fixed fee mark up per unit

Lettuce	Green leaf crown	Organic	10.00	10#	Any	1/12 CT			LETTUCE GREEN LEAF ORGANIC	33.59	33.59	CASE	335.6	PRO 30
Melon, Honeydew	Seasonal	Organic	10.00	5 ct case	Any	1#-3 CT			MELON HONEYDEW FRESH	22.6	22.6	CASE	226	PRO 31
Onions	Yellow or similar	Organic	10.00	25# case	Any	1/40 LB			ONION YELLOW ORGANIC	42.67	42.67	CASE	426.7	PRO 32
Potato	Baking	Organic	10.00	100 ct	Any	1/50 LB			POTATO RUSSET ORGANIC 70 CT	47.1	47.1	CASE	471	PRO 33
Spring mix		Organic	10.00	3# case	Any	1/3 LB			LETTUCE SPRING MIX ORGANIC	11.09	11.09	CASE	110.9	PRO 34
Strawberry	Seasonal	Organic	10.00	8 1/2# Chantrel	Any	81 LB			STRAWBERRY FRESH	20.83	20.83	CASE	208.3	PRO 35
Ball Pepper	Green or similar	Organic	5.00	10#	Any	1/15 LB			PEPPER GREEN BELL ORGANIC	38.54	38.54	CASE	182.7	PRO 36
Butt Choy	Seasonal	Organic	5.00	35# case	Any	1/20 LB			BUK CHOY FRESH ORGANIC	47.4	47.4	CASE	237	PRO 37
Cabbage, Green shredded	Bagged/Cleaned	Conventional	5.00	415# case	Any	4/5 LB			CABBAGE GREEN SHRD FRESH W/BNG	15.75	15.75	CASE	78.75	PRO 38
Carrots, shredded	Bagged/Cleaned	Conventional	5.00	5#	Any	4/5 LB			CARROT MATCHSTICK SHRD	18.32	18.32	CASE	81.6	PRO 39
Cauliflower	White or colored	Organic	5.00	12 ct case	Any	1/12 CT			CAULIFLOWER FRESH ORGANIC	39.09	39.09	CASE	185.45	PRO 40
Cauliflower, florets	White or colored	Organic	5.00	419# case	Any	2/3 LB			CAULIFLOWER FRESH ORGANIC	15.21	15.21	CASE	76.05	PRO 41
Celery	Bunches	Conventional	5.00	30/ct case	Any	1/24 CT			CELERY FRESH	34.79	34.79	CASE	173.8	PRO 42
Coleslaw, Mix	Bagged/Cleaned	Conventional	5.00	415# case	Any	4/5 LB			CABBAGE GREEN SHRD FRESH W/BNG	15.75	15.75	CASE	78.75	PRO 43
Onions	Purple or similar	Organic	5.00	25# case	Any	1/40 LB			ONION RED ORGANIC	45.53	45.53	CASE	227.65	PRO 44
Puak	Seasonal	Organic	5.00	100/140 ct	Any	1/20 LB			PLUM FRESH	39.04	39.04	CASE	185.2	PRO 45
Potato	Purple, Red, similar	Organic	5.00	10# case	Any	1/50 LB			POTATO FRESH RED A ORGANIC	70.14	70.14	CASE	350.7	PRO 46
Spinach	Seasonal	Organic	5.00	10# case	Any	1/12 CT			SPINACH ORGANIC	24.33	24.33	CASE	121.85	PRO 47
Mushroom, Medium	Any	Organic	2.00	10# case	Any	3/10 LB			MUSHROOM MEDIUM FRESH	25.41	25.41	CASE	50.82	PRO 48
Carrots	Mixed Colors or similar	Conventional	1.00	24 bunch case	Any	1/25 LB			CARROT FRESH RIBBON MIX	28.08	28.08	CASE	28.08	PRO 49
Garlic	Fresh Green or similar	Organic	1.00	24 bunch	Any					NO BID	NO BID	CASE	NO BID	PRO 50
Herbs	Cilantro	Organic	1.00	39# case	Any	1/30 CT			CILANTRO FRESH ORGANIC	27.4	27.4	CASE	27.4	PRO 51
Herbs	Parsley	Organic	1.00	15 bunch case	Any	1/30 CT			PARSLEY CURLY ORGANIC	31.84	31.84	CASE	31.84	PRO 52
Jalapeno	Chili	Organic	1.00	39# case	Any	1/32-38#			PEPPER JALAPENO FRESH	23.32	23.32	CASE	23.32	PRO 53
Kale	Seasonal, chopped	Organic	1.00	24 bunch case	Any	1/24 CT			KALE FRESH	27.82	27.82	CASE	27.82	PRO 54
Kivi	Green or similar	Organic	1.00	20# case	Any	4#LAT			KIVI FRUIT FRESH ORGANIC	57.31	57.31	CASE	57.31	PRO 55
Lettuce	Iceberg, Cello	Organic	1.00	24 ct. case	Any	1/12 CT			LETTUCE ICEBERG ORGANIC	28.5	28.5	CASE	28.5	PRO 56
Onions	Green	Organic	1.00	48ct case	Any	1/48 CT			ONION GREEN FRESH ORGANIC	37.69	37.69	CASE	37.69	PRO 57
Squash	Yellow or Green	Organic	1.00	10# case	Any	1/20 LB			SQUASH YELLOW ORGANIC	31.34	31.34	CASE	31.34	PRO 58





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/16/2023

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

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

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX Office 1300 Post Oak Blvd., Suite 1400 Houston TX 77056 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>  		
<b>INSURED</b> Sysco San Francisco, Inc. 5900 Stewart Ave Fremont CA 94538 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Zurich American Ins Co		16535
	<b>INSURER B:</b> American Zurich Ins Co		40142
	<b>INSURER C:</b> Steadfast Insurance Company		26387
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 570100021198      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL0234720313	06/30/2022	06/30/2023	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$5,000,000
A	AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 2347204 13 AOS	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC234719913 AOS	06/30/2022	06/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
A				WC234720113 MA, WI	06/30/2022	06/30/2023	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	Excess Workers Compensation			EWT234722212 TX Non-Subscribers SIR applies per policy terms & conditions	06/30/2022	06/30/2023	EL Each Accident	\$5,000,000
							Aggregate Limit	\$10,000,000
							SIR	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Mountain View Whisman School District, Crittenden Middle School, Graham Middle School, RFP No. 2023-24-05, IFB No. 2023-04-02, and RFP No. 2023-24-01. Mountain View Whisman School District is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability and Automobile Liability policy. General Liability and Automobile Liability policies evidenced herein are Primary to other insurance available to Additional Insured, but only in accordance with the policy's provisions.

**CERTIFICATE HOLDER**      **CANCELLATION**

Mountain View Whisman School District Attn: Debbie Austin 1400 Montecito Ave. Mountain View CA 94043 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Southwest, Inc.</i>
---	---





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Sysco San Francisco, Inc.	
POLICY NUMBER See Certificate Number: 570100021198			
CARRIER See Certificate Number: 570100021198	NAIC CODE	EFFECTIVE DATE	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
A		N/A		EWS234720213 XS WC - OH, WA SIR applies per policy terms & conditions	06/30/2022	06/30/2023	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

WHERE REQUIRED BY WRITTEN CONTRACT OR ANY OTHER AGREEMENT ENTERED  
INTO BY YOU

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

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

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

**Named Insured:** SYSCO CORPORATION

**Endorsement Effective Date:** 06-30-2022

### **SCHEDULE**

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

WHERE REQUIRED BY CONTRACT OR ANY OTHER AGREEMENT ENTERED INTO BY YOU

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



**ZURICH**

## Blanket Notification To Others Of Cancellation

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO 2347203-13

Effective Date: 06/30/2022

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

**A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:

1. Must be initially provided to us within 15 days:
  - a. After the beginning of the policy period shown in the Declarations; or
  - b. After this endorsement has been added to policy;
2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
3. Must be in an electronic format that is acceptable to us; and
4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs 2, 3, and 4, above.

- B.** Our delivery of the electronic notification as described in Paragraph A, of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph A, of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C.** Proof of e-mailing the electronic notification will be sufficient proof that we have complied with Paragraphs A, and B, of this endorsement.
- D.** Our delivery of electronic notification described in Paragraphs A, and B, of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
1. Extend the Coverage Part cancellation date;
  2. Negate the cancellation; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs A, and B, of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.



**ZURICH**<sup>®</sup>

## **Blanket Notification to Others of Cancellation or Non-Renewal**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End	Producer No.	Add'l. Prem	Return Prem.
BAP 2347204-13	06/30/2022	06/30/2023		14340000	INCL	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

### **Commercial Automobile Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.



---

**BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT**

This endorsement adds the following to Part Six of the policy.

**PART SIX  
CONDITIONS**

**Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
  - a. Must be provided to us prior to cancellation or non-renewal;
  - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
  - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
  - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - b. At least 30 days prior to the effective date of:
    - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - a. Extend the policy cancellation or non-renewal date;
  - b. Negate the cancellation or non-renewal; or
  - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 06-30-2022

Policy No. WC 2347199-13

Endorsement No.

Premium \$

Insured Sysco Corporation

American Zurich Insurance Company

## Sysco Food Safety System Overview

### PROCESS FLOW OF DISTRIBUTION SUPPLY CHAIN

Receiving -> Put Away -> Storage -> Selection -> Loading -> Delivery -> Returns

### HAZARD ANALYSIS AND FOOD SAFETY PREVENTIVE CONTROLS PLAN

Sysco Operating Sites have documented Hazard Analysis. The hazards include Biological, Chemical (includes Allergens and Radiological), Physical Hazards and acts of Intentional Adulteration that may be of a food safety risk to various product groupings.

A comprehensive risk-based Food Safety Preventive Controls plan based on Hazard Analysis Critical Control Point (HACCP) principles has been developed for product groupings where the likelihood and severity of each hazard is significant. The Food Safety Preventive Controls Plan is reviewed by the Global Support Center and Local Food Safety Teams annually or as needed.

There are two Critical Control Points: RECEIVING and STORAGE

### PREREQUISITE PROGRAMS

Sysco Operating Sites have Prerequisite Programs in place that include Preventive Maintenance, Cross Contamination, Cross Contact (allergen), Non-Conforming Product, Pest Control, Sanitation, Temperature Control and Monitoring, Good Manufacturing Practices, Training, Recalls and Customer Complaints.

### PREVENTIVE MAINTENANCE

A Preventive Maintenance Program is in place at each Operating Sites. The Preventive Maintenance Program covers the maintenance and repair of the facility, equipment and transportation vehicles and trailers.

### CROSS CONTAMINATION CONTROL

Sysco Operating Sites have written Cross Contamination requirements and procedures in place. These requirements and procedures define the control steps associates must follow to minimize the risk of cross contamination from Biological, Chemical (non-allergenic) and Physical contaminants to food products.

### CROSS CONTACT (ALLERGEN) CONTROL

Sysco Operating Sites have written Cross Contact (Allergen) requirements and procedures in place. These procedures and requirements define control steps associates must follow to minimize the risk of allergen contamination to food products.

### NON-CONFORMING PRODUCT

Sysco Operating Sites have requirements and procedures in place to address the handling of non-conforming, damaged, wasted and returned products.

### PEST CONTROL

Sysco Operating Sites have a Pest Control Program in place. The Program defines the requirements for Integrated Pest Management (IPM) strategies to prevent contamination by insect/rodent infestation and/or harborage at the Operating Sites.

Third Party Licensed Pest Control Operators are contracted at each facility as part of the IPM program. Only approved pesticides for food facilities are utilized in designated areas.

## SANITATION CONTROLS

Sysco Operating Sites have written Sanitation Standard Operating Procedures and requirements in place for Facility and Vehicle Sanitation.

These written Sanitation Standard Operating Procedures and requirements define the ongoing responsibilities of Sysco's associates to ensure the Operating Sites are clean, sanitary and in good repair.

## TEMPERATURE CONTROL AND MONITORING

Sysco's Food Safety System includes an Integrated Cold Chain Monitoring System that evaluates ambient air and/or direct product temperatures during Inbound Receiving, Storage and Outbound Delivery activities. From receipt to storage to delivery, temperatures are monitored to ensure Food Safety.

The HACCP Plans define specific monitoring requirements that must be followed and documented during Receiving. Sysco Branded refrigerated raw ground beef, raw chicken, fresh seafood and fresh produce are required to have a Time Temperature Recorder (TTR) with each inbound shipment. Radio Frequency (RF) enabled TTRs are used to automate the temperature data downloads and generate email notifications to better ensure this important information is gathered and reviewed by Operating Sites associates.

Refrigerated HACCP storage areas and loading docks are continuously monitored 24 hours a day/7 day a week. Automated email and cellular notifications occur when storage area air temperatures deviate from Warning and Critical alert limits. Storage temperature data is reviewed daily by a trained associate and verified weekly by a HACCP certified associate.

Trailers for delivery are pre-cooled prior to loading and temperatures are continuously monitored by the driver throughout the delivery process. A selected number of delivery routes are monitored with RF TTRs daily to evaluate temperature control during the delivery process.

## GOOD MANUFACTURING PRACTICES

Written Good Manufacturing Practices (GMP) requirements are implemented at each Operating Sites. These written GMP requirements address associate cleanliness/hygiene, hand washing, food and beverage consumption, tobacco usage, cuts, illness reporting and proper food handling.

## TRAINING

All Operating Site personnel, including temporary personnel and contractors, are properly trained on all Food Safety procedures and requirements prior to beginning work.

## PRODUCT RECALL PROGRAM

Sysco Operating Sites have a Product Recall Program in place to ensure recalled products are removed from the market-place in a timely manner. The Program defines the required activities for inventory management, customer communication, product recovery and cost recovery.

The Recall/Traceability system's effectiveness is tested routinely through regular Recalls and Mock Recalls.

## CUSTOMER COMPLAINTS

Sysco Operating Sites have procedures in place to address customer complaints that are Food Safety related.

## SECURITY VULNERABILITY ASSESSMENT AND FOOD DEFENSE

Sysco Operating Sites are registered as required by the Public Health Security and Bioterrorism Preparedness Act of 2002. Sysco Operating Sites have obtained their registration numbers as required by the U.S. Food and Drug Administration (FDA) as part of the Food Safety Modernization Act (FSMA).

A Vulnerability Assessment is performed annually using the Food Defense Plan Builder on the FDA website at [FDA Food Defense Plan Builder](#). Each Operating Site has a site-specific Food Defense Plan which includes mitigation strategies for intentional adulteration. It is developed in conjunction with applicable Regulatory requirements.

The following are some examples of security measures that Sysco utilizes. The security measures may vary from site to site.

- Alarm System
- Associate Background Checks
- Associate Access Badges
- Guard Building
- Secured Lots
- Gated Entrances
- Visitor Program
- Trailer Locks & Seals

## FOOD SAFETY MODERNIZATION ACT

Sysco Operating Sites have a Food Safety System in place that complies with all the rules defined in the Food Safety Modernization Act (FSMA). Each Operating Site has a Preventive Control Qualified Individual (PCQI) responsible for direct oversight of the Food Safety System.

A reanalysis of the Food Safety System is performed annually or more frequently as needed.

## GFSI RECOGNIZED STANDARD CERTIFICATION

Sysco sites are audited utilizing the BRCGS's Global Standard for Storage and Distribution. Each site is re-audited/recertified on a yearly basis by Merieux NutriScience Certification LLC - certification body. This Food Safety certification program was implemented in 2015. The certificates are available at each site.

## DOCUMENTS AND RECORDS

Under subpart G of Title 21 of the Code of Federal Regulation Part 117 - Current Good Manufacturing Practice, Hazard Analysis and Risk-based Preventive Controls for Human Food, food distributors are neither receiving facilities that are required to establish a supply-chain program nor suppliers, because such entities are not manufacturers/processors.

Due to the proprietary nature of the Sysco Food Safety System; documents and records are available for review onsite only at Sysco Operating Sites. Documents and Records are not available for distribution.



Certificate #

15/6102

Date of Audit

3/9/23 – 3/10/23

Certificate Issue Date

3/28/23

Date of Expiration

4/21/24

Re-audit Due Date

3/10/24

Audit Programme

ANNOUNCED

Auditor No.

20739

Certificate Traceability Reference  
This certificate remains the property of  
Mérieux NutriSciences Certification LLC

If you would like to provide feedback  
comments on the BRCS Standard or the  
audit process directly to BRCS, please  
contact [tbl@brcs.com](mailto:tbl@brcs.com)

Visit the BRCS Directory  
([brcsdirectory.com](http://brcsdirectory.com)) to validate the  
authenticity of this certificate.

**Better Food.  
Better Health.  
Better World.**

# Certificate

**Mérieux NutriSciences Certification LLC certify  
that having conducted an audit at**

Sysco San Francisco  
BRC SITE CODE: 1442211  
5900 Stewart Avenue, Fremont,  
CA 94538 USA

**Meet the requirements set out in:**

GLOBAL STANDARD for STORAGE AND DISTRIBUTION  
ISSUE 4: NOVEMBER 2020

**Has achieved grade: AA**

**For scope of Activities:** The scope of the food safety plan and  
audit was the storage and distribution of frozen, chilled, and ambient food  
and non-food products for foodservice operations using the site's own  
transportation equipment and drivers. Products include produce, meat,  
poultry, dairy, shellfish/seafood, and a variety of ambient items including  
some cleaning chemicals

**Exclusion from Scope: Wholesale Module**

**Product Categories:** 01 - Chilled and Frozen Food;

02 - Ambient Food;

03 - Packaging and packing materials;

04 - Consumer Products

*Tom Spoden*

Auditing Officer

Mérieux NutriSciences

401 N. Michigan Avenue Suite 1400, Chicago, Illinois 60611  
Tel.: +1 (312) 938-6181 • [www.merieuxnutrisciences.com/us](http://www.merieuxnutrisciences.com/us)





# WE OFFER SATURDAY DELIVERY



## PRIORITIZING STUDENT SAFETY

Student and staff safety is always first with Sysco. Saturday delivery ensures our trucks arrive when your parking lots are not full of staff and student vehicles.



## PEACE OF MIND

We provide peace of mind through the use of drivers and delivery people that you know and recognize.



## TEMPERATURE CONTROLLED STORAGE

Drivers will properly store temperature sensitive products in respective temperature zones (e.g. frozen products in the freezer).



## CONVENIENT DELIVERY

Saturday Delivery provides the convenience of having your products available and ready on Monday morning when staff arrives.



## EASY INVOICING

Our drivers will check your invoice during the delivery, and leave a copy in a pre-determined location provided by you.

Visit [shop.sysco.com](http://shop.sysco.com)



Line #	Usage	SUPC	Pack	Size	Brand	Item Description	MFG#	Cust. Guar. Date	Bid Price	Special Order
PRO 1	275	7700396	200	1.6 OZ	IMPFRSH	CARROT BABY CUT PLD	0	P	27.17	
PRO 2	250	6303788	1	163 CT	SYS IMP	APPLE GALA X-FANCY FRESH	0	P	28.11	
PRO 3	200	4587341	1	40 LB	PACKER	ORANGE FRESH ORGANIC NAVEL/VAL	0	P	45.72	
PRO 4	175	7945777	1	40 LB	PACKER	PEAR BARTLETT ORGANIC	0	P	58.68	
PRO 5	150	1192600	10	3 LB	PACKER	MANDARIN FRESH EASY PEEL	0	P	36.61	
PRO 6	140	1166156	1	150 CT	PACKER	BANANA FRESH PETITE GREEN TIP	P1166156	P	20.89	
PRO 7	140	1166156	1	150 CT	PACKER	BANANA FRESH PETITE GREEN TIP	P1166156	P	20.89	
PRO 8	100	8666968	1	40 LB	PACKER	BANANA FRESH ORGANIC	0	P	28.21	
PRO 9	100	5048442	1	20 LB	PACKER	PLUM FRESH	0	P	38.79	
PRO 10	70	1747658	1	5#	PACKER	JICAMA ROOT STICK FRESH	0	P	16.84	
PRO 11	50	1472554	1	36CT	PACKER	CUCUMBER FRESH	0	P	17.78	
PRO 12	50	1675586	4	5 LB	IMPFRSH	LETTUCE SAL MIX TOSSED FRESH	0	P	16.49	
PRO 13	50	8880258	1	25 LB	PACKER	NECTARINE FRESH LOCAL	0	P	40.11	
PRO 14	50	7670203	1	25 LB	PACKER	PEACH FRESH LOCAL GROWN	0	P	40.11	
PRO 15	40	1675859	4	3 LB	IMPFRSH	BROCCOLI FLORET ICELESS	0	P	22.40	
PRO 16	40	8531840	1	5 CT	PACKER	MELON WATERMELON SMLS FRSH	0	P	46.42	
PRO 17	40	4104941	12	PINT	PACKER	TOMATO CHERRY ORGANIC	0	P	36.56	
PRO 18	30	6361481	1	12 CT	PACKER	CUCUMBER FRESH ENGLISH ORGANIC	0	P	26.54	
PRO 19	25	7946379	1	40 LB	PACKER	APPLE FUJI FRSH ORGANIC	0	P	57.36	
PRO 20		9999999						NO BID	-	
PRO 21		1192600	10	3 LB	PACKER	MANDARIN FRESH EASY PEEL	0	P	36.82	
PRO 22	25	1911502	1	9-12CT	PACKER	MELON CANTALOUPE FRESH	0	P	23.40	
PRO 23	25	2189819	6	2 LB	SYFPNAT	LETTUCE ROMAINE CHOPPED FRESH	2189819	P	18.97	
PRO 24	25	8888427	1	22#	PACKER	TOMATO FRESH ORGANIC 2LYR	0	P	42.54	
PRO 25		9999999						NO BID	NO BID	
PRO 26	15	2034866	1	5 LB	PACKER	VEGETABLE MIX FAJITA	0	P	28.34	
PRO 27	10	2166289	1	20 LB	PACKER	CABBAGE GREEN ORGANIC	0	P	31.37	
PRO 28	10	7180147	1	15 DZ	WHLFIMP	EGG SHELL XLG WHT AA CA CGFR	03WF015	*	25.48	
PRO 29	10	5991173	1	95 CT	PACKER	LEMON FRESH ORGANIC	0	P	54.20	
PRO 30	10	6649996	1	12 CT	PACKER	LETTUCE GREEN LEAF ORGANIC	0	P	33.56	
PRO 31	10	4350074	1	6-8 CT	PACKER	MELON HONEYDEW FRSH	0	P	22.60	

PRO 32	10	5964754	1	40 LB	PACKER	ONION YELLOW ORGANIC	0	P	42.67	
PRO 33	10	5639816	1	50 LB	PACKER	POTATO RUSSET ORGANIC 70 CT	0	P	47.10	YES
PRO 34	10	2013217	1	3 LB	NAT ORG	LETTUCE SPRING MIX ORGANIC	0	P	11.09	
PRO 35	10	6235501	8	1 LB	PACKER	STRAWBERRY FRESH	0	P	20.83	
PRO 36	5	4805788	1	15 LB	PACKER	PEPPER GREEN BELL ORGANIC	0	P	36.54	
PRO 37	5	1007947	1	30 LB	PACKER	BOK CHOY FRESH CARTON	0	P	47.40	
PRO 38	5	1675701	4	5 LB	IMPFRESH	CABBAGE GREEN SHRD FRSH W/BAG	0	P	15.75	
PRO 39	5	1675750	4	5 LB	IMPFRESH	CARROT MATCHSTICK SHRED	82153	P	18.32	
PRO 40	5	3439502	1	12 CT	PACKER	CAULIFLOWER FRESH ORGANIC	0	P	39.09	
PRO 41	5	1750041	2	3 LB	IMPFRESH	CAULIFLOWER FLORET MINI CUT	1750041	P	15.21	
PRO 42	5	1120625	1	24 CT	IMPFRESH	CELERY FRESH	0	P	34.76	
PRO 43	5	1675701	4	5 LB	IMPFRESH	CABBAGE GREEN SHRD FRSH W/BAG	0	P	15.75	
PRO 44	5	4264214	1	40 LB	PACKER	ONION RED ORGANIC	0	P	45.53	
PRO 45	5	5048442	1	20 LB	PACKER	PLUM FRESH	0	P	39.04	
PRO 46	5	8901878	1	50 LB	PACKER	POTATO FRESH RED A ORGANIC	0	P	70.14	
PRO 47	5	1045093	1	12 CT	PACKER	SPINACH ORGANIC	0	P	24.33	
PRO 48	2	1182211	1	10LB	IMPFRESH	MUSHROOM MEDIUM FRESH	0	P	25.41	
PRO 49	1	8069816	1	25LB	PACKER	CARROT FRESH RNBOW MIX	0	P	26.08	
PRO 50		9999999						NO BID	NO BID	
PRO 51	1	3074879	1	30 CT	PACKER	CILANTRO FRESH ORGANIC	0	P	27.40	
PRO 52	1	1688894	1	30 CT	PACKER	PARSLEY CURLY ORGANIC	0	P	31.84	
PRO 53	1	1350271	1	32-38#	PACKER	PEPPER JALAPENO FRESH	P135027	P	23.32	
PRO 54	1	2422863	1	24 CT	IMPFRESH	KALE FRESH	0	P	27.82	
PRO 55	1	2190494	1	FLAT	PACKER	KIWI FRUIT FRSH ORGANIC	0	P	57.31	
PRO 56	1	8925471	1	12 CT	PACKER	LETTUCE ICEBERG ORGANIC	0	P	26.50	
PRO 57	1	7961329	1	48 CT	PACKER	ONION GREEN FRSH ORGANIC	0	P	37.69	
PRO 58	1	2603785	1	20 LB	PACKER	SQUASH YELLOW ORGANIC	0	P	31.34	