



**REQUEST FOR PROPOSAL
RFP #26FNS-PRO-002
FRESH PRODUCE PRODUCTS**

Submit proposals and all questions/inquiries to:

**High Tech High
Food and Nutrition Services
2861 Womble Road
San Diego, CA 92106**

**Kelly Verburgt
Director, Food and Nutrition Services
Office: (619) 243-5015
kverburgt@hightechhigh.org**

**Proposals Due:
October 6, 2026 at 3:00pm PT**

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY THE APPLICABLE STATE AND FEDERAL LAWS.

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RFP SCHEDULE OF EVENTS

Date	Event
September 8, 2026	Release and advertisement of RFP#26FNS-PRO-002-Produce
September 29, 2026 3:00pm PT	Deadline for submission of written questions to the District concerning RFP#26FNS-PRO-002-Produce
October 6, 2026, at 3:00pm PT	Deadline for all submissions of RFP #26FNS-PRO-002-Produce
October 6, 2026, at 3:01pm PT	Opening of Proposals (not public)
October 7 - October 23, 2026	Evaluation of Proposals and Vendor Interviews (if necessary)
October 27, 2026	Estimated date of RFP Letters of Intent to Award sent to Vendor(s) and Non-Acceptance Letters sent to participants
October 28, 2026	Estimated date of approval and award by the Board of Trustees
October 28, 2026	Contract Start Date

**High Tech High will use every effort to adhere to the schedule. However, High Tech High reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at

[Proposals - High Tech High](#)

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. Requests should be addressed via email to kverburt@hightechhigh.org.

Proposer request for information/clarification: All requests for information and/or clarification regarding the Proposal documents shall be submitted in writing via e-mail to Kelly Verburt, kverburt@hightechhigh.org. All requests must be submitted no later than September 29, 2026, at 3:00pm. The District will not respond to any request made after such date.

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 #26FNS-PRO-002 FRESH PRODUCE PRODUCTS

High Tech High will receive an electronic submission of Request for Proposal (RFP) from providers of fresh produce products for the District's Food and Nutrition Services Program.

Provider to submit:

- a. One (1) electronic copy of Proposal response submitted via email to Kelly Verburgt, kverburgt@hightechhigh.org.

Proposal package shall be clearly marked: "Response to RFP#26FNS-PRO-002- FRESH PRODUCE PRODUCTS"

Electronic submissions shall be delivered to the **Food and Nutrition Services** no later than **October 6, 2026, by 3:00pm PT**.

Electronic version Proposals must 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. Itemized Bid List (filled out) in spreadsheet format (.xlsx or .gsheet)
3. Itemized Bid List in PDF format
4. Completed Vendor Questionnaire
5. Certificate of Liability Insurance
6. 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.
7. Child Nutrition Labels (for processed items only)

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 deemed non-responsive. Facsimile (FAX) copies or Hard Copies of the proposal **will not be accepted**. The District requires 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 proposer(s) 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 awarded 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.

PROPOSAL SUBMISSION CHECKLIST (Attachment “1”) TO BE SUBMITTED WITH PROPOSAL

Company/Vendor Name: _____

This checklist must be submitted with the Bidder’s proposal. Section 1 lists the documents required with the proposal. Section 2 states the mandatory conditions of contract award, which the Bidder confirms by signature in Section 3. A proposal that does not satisfy every item in Sections 1 and 2 is non-responsive and will not be scored, as provided in Attachment 3, Section 1.

Section 1 - Documents Required With the Proposal

Check each document as you include it. The District will not request a missing document after the submission deadline.

1.1 Forms to complete, sign, and submit:

- ☐ Proposal Submission Checklist (Attachment 1, this form)
- ☐ Request for Proposal Signature Page (Attachment 2)
- ☐ Evaluation Criteria (Attachment 3)
- ☐ Vendor Questionnaire (Attachment 4)
- ☐ References, with at least three (3) references (Attachment 5)
- ☐ Non-Collusion Affidavit (Attachment 6)
- ☐ Bidder’s Statement Regarding Insurance Coverage (Attachment 7)
- ☐ 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)
- ☐ Suspension And Debarment Certification (Attachment 13)
- ☐ Certification Regarding Lobbying (Attachment 14)
- ☐ Iran Contracting Act of 2010 Compliance Affidavit (Attachment 15)
- ☐ Certificate Regarding Alcoholic Beverage and Tobacco Free Policy (Attachment 16)
- ☐ Clean Air and Water Certification (Attachment 17)
- ☐ Buy American Certification Form (Attachment 18)

1.2 Pricing:

- ☐ Itemized Bid List (Attachment 19), submitted in spreadsheet format (.xlsx or Google Sheet) and in PDF

1.3 Food safety documentation - submit one path:

Food safety is a condition of doing business with the District rather than a point of differentiation among bidders, and it is required rather than scored. Both paths are equally acceptable, and a Bidder is not required to hold documentation designed for the other path.

Check one path	Documentation Required
☐ Producer Path - if you grow the product you will supply	A current USDA Harmonized GAP, Harmonized GAP Plus+, GLOBALG.A.P., PrimusGFS, or equivalent third-party produce safety audit, covering the operation and the crops offered; and a written statement of your coverage status under the FDA Produce Safety Rule, including the basis of any exemption claimed. If your audit is scheduled but not complete, submit the scheduled audit date and the prior year’s audit.

☐ Distributor Path - if you supply product you do not grow	A written HACCP Plan or Food Safety and Security Program covering receiving, storage, and delivery, reviewed or revised within the last twenty-four (24) months; a written product recall procedure; a written pest control program with current service records; and your most recent third-party or regulatory facility inspection report.
☐ Both Paths - if you grow some product and distribute the remainder	Documentation for both paths above.

Date of most recent audit or inspection, and the body that performed it: _____

1.4 Supporting documents:

	Document	Questionnaire
☐	A sample invoice showing farm or supplier source identification. Pricing may be redacted.	Q1
☐	A sample of each local sourcing report you claim in Questionnaire Question 1, if any.	Q1
☐	Child Nutrition Labels for any one item you are proposing: only required if the item is sliced, cut, peeled, or packaged.	
☐	A sample line-item purchase report. Pricing may be redacted.	Q15

1.5 Addenda:

- ☐ All addenda issued for this solicitation, acknowledged.

Not submitted by the Bidder: the Reference Survey (Attachment 5-A) is sent by the District to the three references listed on Attachment 5, and is returned by them directly to the District.

Section 2 - Mandatory Conditions of Award

The conditions below are mandatory conditions of contract award. They are not scored. Check each condition to confirm it. A condition left unchecked renders the proposal non-responsive.

- ☐ **2.1** The completed Itemized Bid List (Attachment 19) is submitted in both spreadsheet format and PDF format, with all required cells completed for every item we are pricing.
- ☐ **2.2** All product we offer is grown in California, except for any item the District has designated as exempt from the California sourcing specification in the Special Conditions. We understand that product offered from outside California for a non-exempt item is non-responsive as to that item.
- ☐ **2.3** We accept the Service Level Agreement in its entirety, without exception, as it applies to the items we are proposing on - including its receiving temperature requirements, its requirement that our driver place product in the designated walk-in cooler at each receiving site with no unattended or overnight drop, and its minimum ninety percent (90%) fill rate, which we guarantee at the order lead time we state in Attachment 4.
- ☐ **2.4** We will notify the District within twenty-four (24) hours of any recall affecting product delivered to the District, and will bear the cost of replacement product, freight, credit, and disposal of recalled product.
- ☐ **2.5** We accept the terms of the Local Farmer Outreach Program as stated in the General Terms and Conditions.
- ☐ **2.6** No fuel surcharge of any kind will be applied during the contract term or any extension.

Section 3 - Contacts and Signature

Identify the account manager and the backup contact who will serve the District. Each must be reachable by telephone and email.

Account manager - name, title, telephone, email: _____

Backup contact - name, title, telephone, email: _____

The undersigned certifies that every document listed in Section 1 accompanies this proposal, that each condition in Section 2 is confirmed, and that the undersigned is authorized to commit the firm to those conditions.

Name of Bidder (Person, Firm, or Corporation): _____

Signature of Bidder's Authorized Representative: _____

Print Name and Title of Authorized Representative: _____

Date of Signing: _____

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, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, [AD-3027](#), found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW, Mail Stop 9410
Washington, D.C. 20250-9410;

fax:

202-690-7442; or

email:

Program.Intake@usda.gov

This institution is an equal opportunity provider.

GENERAL TERMS AND CONDITIONS

1. INTRODUCTION

The District is located in San Diego County and has an estimated student enrollment for the 2025 - 2026 school year of approximately 6,400 students. The District has one (1) delivery site. The District is seeking proposals in response to this Request for Proposals ("RFP") from entities to provide Fresh Produce Products to High Tech High for the initial term 2026-2027, renewable for four (4) 1-year terms up to five (5) years total. Delivery details are included in Exhibit "B".

The District will choose the entity who meets the objectives of the solicitation and can provide the greatest overall benefit to the District, based upon the information presented in the bids. While price alone is not the sole basis for award, it remains the primary consideration when awarding a contract under the RFP method.

A complete response is required in order to be considered. Individuals or firms are required to comply with applicable laws and regulations as well as the District's insurance requirements. The District reserves the right to reject any and all submissions and seek additional responses if the number or quality of responses does not meet the stated criteria.

2. DEADLINE FOR RECEIPT OF RFPS

RFPs must be received before October 6, 2026 by 3:00pm PT. The proposals will be opened (not publicly) and reviewed by a committee representing the District, who will score the proposals based on the evaluation criteria as stated in the RFP document. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened.

- It is the Vendor's responsibility to ensure that the Proposal is submitted on time and to the authorized agent. Any Proposal received after the scheduled closing time for receipt will not be accepted and will be returned unopened.
- High Tech High reserves the right to reject any proposal and to waive any formality or irregularities in the Proposals.
- Questions regarding the RFP and RFP documents will only be accepted if submitted in writing. Submit questions to kverburt@hightechhigh.org. To receive consideration, RFPs/Proposals shall be made by the following terms:

- 3. THE RFP** - All items on the form should be stated in figures. All required forms must be signed by an authorized representative of the Proposer. Scanned images of handwritten signatures and electronic signatures that comply with the Uniform Electronic Transactions Act are acceptable. The completed forms should be without interlineations, alterations or erasures.

If a proposer discovers an error in their submission or wishes to make changes prior to the submission deadline, they may submit a revised proposal via email to kverburt@hightechhigh.org before the stated deadline. The revised submission must be clearly labeled as "REVISED SUBMISSION – RFP#26FNS-PRO-002" and must include a brief cover statement identifying the specific changes made. Only the most recent submission will be considered. Any submission or revision received after the deadline will not be accepted. It is the proposer's sole responsibility to ensure timely delivery of all submissions and revisions.

- 4. "FAX" RFPS** - Facsimile copies of RFPs are not accepted.

- 5. DEFINITIONS** - Responsible; a bidding party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being bid. Responsive; an RFP that meets all of the specifications outlined in the RFP.

- 6. WITHDRAWAL OF RFP** - RFPs may be withdrawn by the Proposers before the time fixed for the opening of RFPs, but may not be removed for sixty (60) days after the opening of RFP. (Public Contract Code sections 5100 et seq.). Written confirmation before the time established for the RFP opening must be submitted.

- 7. ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The Proposer(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

- 8. RFP NEGOTIATIONS** - An RFP response to any specific item of this RFP with terms such as "negotiable," "will negotiate," or of similar intent is considered as non-responsive to the particular item.

- 9. PRICES** - Prices should be typed and shown as instructed on the RFP form for each item, in the amount of the quantity specified in the Itemized Bid List (Attachment 19). For fixed price items, at no time shall the prices charged to the District exceed the prices proposal. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be provided by the contractor to any other school district or state, county, municipal, or local governmental agency in San Diego County for products listed herein.

Fixed Price items - Prices proposed for all fixed price items will be for the period **October 28, 2026 through July 31, 2027**. 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.

Cost plus Fixed Fee - Provide a detailed Statement of Pricing for Fresh Produce to be provided. For cost + fixed fee items, price per case must be demonstrated using actual cost to the Proposer given to a similar size and type of customer from July 1, 2025 through Current (Most recent school year before bid solicitation). For each item, the fixed fee for the 2026-2027 contract term will be listed on the Itemized Bid List (Attachment 19). Fixed fee must be given in a dollar (\$) amount per case and/or by weight, **percentage mark-ups will not be accepted**. The extended price of the items using the previous pricing will be added to the offered fixed price and multiplied by the number of cases to determine the total bid cost of those items. 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.

Itemized Bid List – The District's Itemized Bid List is attached hereto. If the District specifies a variety in the "Item" column, the Proposer 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 which state the product is produced. Proposer is responsible for converting any differences in pack size to the same total volume as requested. Do not offer other unit sizes for the IW items and/or convert to a different pack size in the Itemized Bid List for those items. It is required to include the weight of the Pack Type in Column AA.

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 10 percent of the estimated value of the contract.

All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Proposer's mark-up on sub consultant and subProposer 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.

10. LOCALLY GROWN AND PRODUCED and PRODUCED BY SOCIALLY DISADVANTAGED FARMERS PRODUCTS

The District prefers locally-grown and produced products whenever possible and has a goal of procuring, at minimum, 60% locally grown and produced. The District's definition of local includes three tiers: 1) Grown and produced within a 100 miles radius from San Diego County, CA. 2) Grown and produced within a 250 miles radius from San Diego County, CA. 3) Grown and produced within California.

The District seeks to support Socially Disadvantaged Farmers or Ranchers following the USDA definition of Socially Disadvantaged:

"Socially Disadvantaged Farmer or Rancher: The Consolidated Farm and Rural Development Act defines a socially disadvantaged group as one whose members have been subject to racial, ethnic, or gender prejudice because of their identity as members of a group without regard to their individual qualities. USDA regulations further define socially disadvantaged farmers and ranchers (SDFRs) as belonging to the following groups: American Indians or Alaskan Natives, Asians, Blacks or African Americans, Native Hawaiians or other Pacific Islanders, Hispanics."

11. SAMPLES - District reserves the right to request samples of items prior to, or after awarding. If the Proposer is bidding items/brands other than those specified or where no brand is indicated in the proposal document, the following shall apply: All items are to be

labeled with the RFP number, line item, and the name and contact information of the Proposer providing samples. Samples must be provided at no cost to the District. Samples must be the exact item that the Vendor proposes to furnish and in the same packaging in which they will be delivered. Samples will be used in testing and will not be returned. If providing perishable items, "Perishable" must be written on the exterior shipping label.

- 12. BRANDS** - Brand names are included for descriptive purposes to indicate the quality, design, and utility desired, but the specification is not intended to restrict competition.
- 13. TAXES** - Local, State, or Federal taxes shall not be included in the proposal price term.
- 14. QUANTITY AND QUALITY OF MATERIALS OR SERVICES** - The successful Proposer(s) shall furnish and deliver the quantities designated in the RFP or purchase order. All food, materials, supplies, or services provided under the contract shall be per the RFP specifications and the District's sample or the sample furnished by the Proposer(s) and accepted by the District. Materials or supplies which, in the opinion of the Director of Food Services Departments, 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 Proposer(s) shall pay the examination cost. In bidding, the Proposer(s) certifies that all materials conform to CAL OSHA and all other law requirements. Where applicable standards have been established, all equipment and individual components shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.
- 15. DISTRICT REQUIREMENTS**- The quantity shown is the estimated consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies, or services listed in the RFP are required during the contract and shall be ordered and purchased from the successful Proposer(s). The District shall have the right to issue purchase orders up to and including the last day of the contract period, even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the contract such items as may be required for testing, evaluation, or experimental purposes or special programs of an emergency nature and purchases made by individual schools.
- 16. ACCEPTANCE OR REJECTION OF RFP'S** - The District may purchase an individual item or combination of items, whichever is in the best interest of the District, also provided that the Proposer(s) may specify that the District's acceptance of one item shall be contingent upon the District's approval of one or more additional items submitted in the same RFP. RFPs shall remain open, valid, and subject to acceptance for sixty (60) calendar days after the RFP opening.
- 17. ALL RFP EXCEPTIONS** - All exceptions taken in response to this RFP must be stated clearly. Taking RFP exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the RFP. The governing board will determine the allowance of exceptions and whose decisions shall be final. Any RFP exceptions or additional conditions requested after the RFP closure, which is not detailed within the RFP response, may result in disqualification of the RFP. No oral or telegraphic modification of any RFP submitted will be considered.
- 18. AWARDS** - The District reserves the right to determine that items bid meet or do not meet RFP specifications. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. Further, the Board of Trustees reserves the right to accept or reject any RFPs and waive any informality or irregularities in the bidding.
- 19. EXECUTION OF CONTRACT**- Issuance of a Purchase Order shall be evidence of the contractual agreement between the Proposer(s) and the District and the Proposer(s) acceptance of these RFP General Terms, Instructions, and Conditions.
- 20. DELIVERY** - Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful Proposer(s) shall be responsible for delivery and shall pay all costs, including drayage, freight, fuel and packing for delivery to locations in the District as may be specified in the RFP form. Each item shall be securely packaged, adequately sealed, and contents marked. A packing slip/ invoice shall accompany all shipments.
- 21. SAFETY DATA SHEETS** - For all products requiring a Safety Data Sheet - The District requires that a Safety Data Sheet accompany orders at delivery time.
- 22. DEFAULT BY PROPOSER** - The District shall hold the Proposer(s) responsible for any damage which may be sustained because of failure or neglect to comply with the terms or conditions listed herein. It is expressly provided and agreed that time shall be of the essence in meeting the contract delivery requirements. Suppose the successful Proposer(s) fails or neglects to comply with the terms of the RFP. In that case, the District may, upon written notice to the Proposer, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the Proposer. The prices paid by the District at the time such

purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the Proposer or deducted from any funds due to the Proposer.

23.INSURANCE - The successful Proposer(s) shall maintain insurance adequate to protect him from claims under Worker' Compensation Laws and claims for damages for personal injury, including death and damage to property, which may arise from the Proposer's operations under the contract. **The Proposer must have the Worker's Compensation Certificate, attached hereto, with their RFP and provide proof of insurance naming High Tech High as an additional insured and requiring the Proposer's insurance to be primary by separate endorsements as follows:** The Proposer is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence-based coverage to be in effect during the term of the contract. Bodily injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident: \$2,000,000 aggregate. Property Damages shall be \$500,000 per loss. The Proposer shall also maintain automobile liability insurance covering bodily injury and property damage at no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles. Failure to furnish such evidence and insurance, if required, may be considered a default by the Proposer(s). The Proposer will not begin any services applied to this contract until all required insurance has been provided and certificates indicating coverage have been proven. The certificate of insurance for the above shall provide 30 days advance written notice to the Director of Food and Nutrition Services Department, Kelly Verburgt, regarding the cancellation, nonrenewal, or reduction of coverage of any of the above insurance. The District has the right to request a copy of the current certificate of insurance at any time.

24.INVOICES AND PAYMENTS - Unless otherwise specified, the successful Proposer(s) shall render invoices in duplicate for materials delivered or services performed under the contract to High Tech High, Food and Nutrition Services Department, 2861 Womble Road, San Diego, CA 92106. The successful Proposer shall submit invoices under the same firm name shown on the RFP. The successful Proposer(s) shall list separately any taxes PAYABLE BY THE DISTRICT and certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall pay for materials, supplies, or services furnished under the contract within a reasonable and proper time after the authorized District Representative accepts and approves invoices.

25.STATEMENT - The successful Proposer(s) shall render bills and/or statements to High Tech High, Food and Nutrition Services Department, 2861 Womble Road, San Diego, CA 92106 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 at the time of delivery and signed by the Receiver or Supervisor at the time of delivery. The vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, damaged or spoiled product necessitating a return, redelivery, or reorder. Separate invoices and monthly statements are required to identify purchases for Child feeding programs (NSLP and SBP). A copy of a credit, priced and extended, shall be mailed with the corresponding invoice to the Food Services Department. The successful Proposer(s) shall submit monthly electronic statements in Excel Format to the following name and address:

**Food and Nutrition Services
2861 Womble Road
San Diego, CA 92106**

The Food Service billing cut-off is the 25th of each school month, with the exception of the month of June, which shall be the 30th. The monthly statement shall be broken down by site, by date and include invoice numbers for all charges. This statement showing the month's purchases shall be received by the Food Services Department by the 10th of the following month. Payment by the District will be made within 45 days for service satisfactorily performed by the successful; Proposer(s) after receipt of properly documented invoices/statements.

26.VELOCITY REPORT WITH PRICING- The District reserves the right to request velocity reports with historical pricing for any items ordered throughout the contract. Velocity reports will be delivered via email to better assist for inventory tracking purposes.

27.BUY AMERICAN PROVISION (7 CFR, sections 210.21d and 220.16d; U.S. Department of Agriculture Policy Memorandum SP 23-2024)

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760n), that requires all school food authorities (SFAs) to purchase, to the maximum extent practical, domestic commodities or products. This Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture.

Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports SFAs working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Food & Nutrition Service (FNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

The Buy American provision applies to SFAs located in the forty-eight contiguous United States and is one of the procurement standards CN Program Operators must comply with when purchasing commercial food products served in the school meals programs.

Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, “substantially using agriculture commodities that are produced in the United States” means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by the SFA.

For products procured by SFAs for use in the school nutrition programs using nonprofit nutrition service account funds, the product's food component is considered the agricultural commodity. FNS defines a food component as one of the food groups which comprises reimbursable meals. The food components are:

Meats and meat alternates

Grains

Vegetables

Fruits

Fluid milk

Note: See 7 CFR 210.2 contains full definitions.

Any product processed by a winning vendor must contain over 51 percent of the product's food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

For all procurement transactions for food when funds are used from the nonprofit nutrition service account, whether directly by HTH or on its behalf, procurement transactions must comply with the Buy American provision. Implementation of the Buy American provision should be done by: including Buy American in documented procurement procedures, state agency prototypes documents, and all procurement solicitations and contracts; including domestic requirements in bid specifications; contract monitoring; and verifying cost and availability of domestic and nondomestic foods using data in the USDA Agricultural Marketing Service's (AMS) weekly market report (<https://www.ams.usda.gov/market-news>).

The USDA codified in regulations the two limited exceptions when non-domestic foods may be purchased by SFAs. USDA also added to the first exception the option to use the 48 CFR 25.104 Nonavailable articles list, as a list of excepted items.

The final rule codifies the two limited exceptions as follows:

- The product is listed on the Federal Acquisitions Regulations Nonavailable articles list and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a domestic product are significantly higher than the non-domestic product.

High Tech High complies with the California Food and Agriculture Code (FAC) 58595(c), requirement that schools that receive \$1 million or more annually in federal school nutrition program reimbursement to solicit bids for the purchase of an agricultural food product to include in their solicitation for bids and contracts that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless any of the following applies:

- The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
- The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced nondomestically.
- The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the Local Agency.

The USDA established in regulations a new threshold for school food authorities that use exceptions. The limit on the percentage of total commercial food costs from non-domestic foods will be phased in over seven school years.

- Beginning in School Year (SY) 2025–26, the non-domestic food purchases cap will be 10 percent.
- Beginning in SY 2028–29, the non-domestic food purchases cap will be 8 percent.
- Beginning in SY 2031–32, the non-domestic food purchases cap will be 5 percent.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. **To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 30 days in advance of delivery.** The request must include the:

(1) Alternative substitute(s) that are domestic and meet the required specifications:

- (a) Price of the domestic food alternative substitute(s); and
- (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

(2) Reason for exception: limited/lack of availability or price (include price):

- (a) Price of the domestic food product; and
- (b) Price of the non-domestic product that meets the required specification of the domestic product.

SFAs may document exceptions by maintaining records of communications between them and their food supplier; this may include emails, documentation of telephone communications, etc. The documentation must be maintained for review by the State agency during procurement reviews of local agency procurement practices.

One resource SFAs and State agencies may use in order to document exceptions is the market news reports available from AMS. AMS provides free, unbiased price and sales information on farm commodities at: <https://www.ams.usda.gov/market-news>. Using this website, SFAs and State agencies can find third-party verification of cost and availability of domestic and nondomestic foods. Further, SFAs may use the information to communicate alternatives with food suppliers and document purchase decisions.

Regulations require SFAs to maintain documentation to demonstrate the use of exceptions. Items found on the Federal Acquisitions Regulations (FAR) 25.104 Nonavailable articles list (<https://www.acquisition.gov/far/25.104>), are exempt from the documentation requirement, but these items must be counted toward the cap on non-domestic purchases when that goes into effect.

The USDA developed an optional Buy American Standard Tracking Form Template that SFAs can use to track both the exceptions and costs related to non-domestic product purchases. When CN Program Operators purchase a product found on the FAR 25.104 Nonavailable articles list (<https://www.acquisition.gov/far/25.104>), this must be included on the tracker for the purpose of accurately tracking total non-domestic costs. The CDE encourages the use of the Buy American Tracking Form Template to document the use

of exceptions to purchase non-domestic foods under the Buy American provision. The Buy American Standard Tracking Form is available in the CNIPS, Download Forms, Form ID PRU 10.

Documentation must be on file for at least the current year plus three years and must be made available during an on-site administrative review and an off-site procurement review.

28.CONTRACTING WITH SMALL BUSINESSES - For purposes of this RFP, "small business" means a business concern, including its affiliates, that qualifies as small under the U.S. Small Business Administration size standards at 13 CFR part 121 for the NAICS code applicable to this solicitation. A Proposer may evidence its status by a current SBA representation in its SAM.gov entity record or by self-certification. Misrepresentation of status may be grounds for a determination of non-responsibility.

29.CONSIDERATION OF MINORITY, WOMEN-OWNED, VETERAN-OWNED, AND LABOR SURPLUS AREA FIRMS - Consistent with 2 CFR 200.321, the District considers minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms when identifying potential sources for this solicitation. For this procurement the District has placed qualified firms on its solicitation list, solicited such firms as potential sources, evaluated whether the requirement could reasonably be divided into separate procurements, and established delivery schedules that permit participation by such firms. Proposers are requested to complete the classification section of Attachment 4. This information is collected for the District's procurement records and is not scored.

30.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.

31.MULTI-YEAR EXTENSIONS: Subject to the provision of pricing-terms of contract, and under Education Code Section 17596, this proposal may be extended (by mutual consent expressed in writing) for four (4) additional fiscal years not to exceed five (5) years. The district can exercise its rights to extend contracts per federal limits. The renewal is contingent upon competitive pricing and all terms and conditions of the original contract as authorized by 2 CFR 200.318 through 2 CFR 200.327. The extension may be granted on a year-by-year basis provided that the following conditions are being met:

- The District has deemed the products and services of the vendor satisfactory.
- Price increases must be justified in writing and approved by the District. The District will use a benchmark including the regional Consumer Price Index (CPI) as an indicator during the analysis and consideration of price increases. Such renewal will be made by notifying the vendor in writing sixty (60) days before the expiration of the contract.

32.LIMITATIONS - The District shall not be obligated to accept the lowest-priced RFP but will be evaluating proposals to award to the responsible and responsive Proposer(s). The District reserves the right in its absolute discretion to accept submissions, or any part of proposals, as deemed necessary for the District's best interest. The District may consider the proposer's performance concerning any recent contract(s) with other school districts. The District, however, reserves the right to reject proposals, to waive any informality or irregularities in the bids, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal deemed the best recommendation meeting all the criteria specified in the proposal and the best interest of the District.

33.AWARD - The District reserves the right to reject proposals without explanation or recourse and negotiate with companies submitting bids. The District further reserves the right to award the contract to whomever and in whatever manner the District determines to be in its best interest, to abandon the procurement entirely, and to waive any informality or non-substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:

This contract will be awarded to single or multiple responsive and responsible Proposers who meet RFP terms and conditions. After the opening of the proposals, an RFP review committee representing the District will score the proposals based on the evaluation criteria as stated in the RFP document.

The committee may investigate the qualifications of the Proposer/vendor under consideration, require confirmation of information furnished by the Proposer/vendor, and require additional information and evidence of qualification to perform the services described in the RFP. The RFP committee shall have the right to inspect the distribution facility or facilities and equipment utilized by the vendor.

The committee will make a recommendation to the Board of Trustees.

The evaluation committee will score all responsive proposals using the Evaluation Criteria Scoring (Attachment 3) and will make a recommendation to the Governing Board. On behalf of the District, the Food and Nutrition Services Department will issue a Letter of Intent to Award to the recommended Proposer(s). The Governing Board will make the final award.

34. BASIS OF AWARD

The Board of Trustees of High Tech High intends to award the RFP based on price, traceability, delivery specifications, minimum delivery amounts, geographic preference, small and minority business status, technology and reports, and service per the evaluation criteria herein. Parties will be assigned a score based on the evaluation of their responses to the Vendor Questionnaire and the completion of the Itemized Bid List. Fresh Produce vendor(s) shall be awarded the bid for service between **October 28, 2026 - July 31, 2027.**

- b. High Tech High reserves the right to reject quotations and waive any formality in the bidding.
- c. Awarded vendors will be required to enter into a contract with High Tech High.

35. PROPOSAL PROTEST PROCEDURES

- a. **Protest Procedures:** Any proposer may file a Protest. Only those proposers who have submitted a proposal on the project shall have the right to file a Protest. A Protest must be received in writing by the District's Chief Business Officer no later than 2:00 p.m. Pacific Time on the fifth (5th) business day following the date of proposal opening. Untimely Protests will not be reviewed by the District and will be returned to the proposer. An e-mail address shall be provided. By filing the protest, the protesting proposer consents to receipt of email notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.
- b. **Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must have all facts, refer to the specific portion(s) of any document relied upon, and include copies of all documents referred to in the protest. Any grounds not explicitly outlined in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the proposer whose proposal is being challenged under these procedures.
- c. **Resolution of Controversy:** Once the Protest is received, the affected proposer will be notified of the protest and the evidence presented. If appropriate, the affected proposer will be allowed to rebut the evidence and present evidence that the proposer should be allowed to perform the Work. The District will issue a written decision within thirty- (30) business days of receipt of the Protest unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest but may do so at the option of the District or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by the District and will be copied to all parties involved.
- d. **Appeal:** If the protesting proposer or the affected proposer is not satisfied with the decision, the matter may be appealed to the Chief Financial Officer, or their designee, within five (5) business days after receipt of the District's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an email from which questions and responses may be provided to:

**High Tech High
Bobbi Norris
Chief Financial Officer
2861 Womble Road
San Diego, CA 92106**

- e. **Appeal Review and Finality:** The Chief Financial Officer shall review the Decision on the Protest and issue a written response to the Appeal, or if appropriate, appoint A Hearing Officer to conduct a hearing and issue a written decision. The Chief Financial Officer or the Hearing Officer's written decision shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.
- f. **Reservation of Rights to Proceed with Contract Pending Appeal:** The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

- g. **Waiver:** The procedures and time limits outlined in this Protest procedure are mandatory and are the proposers' sole and exclusive remedy in the event of a Protest. The proposer's failure to comply with this or any Protest Procedure shall constitute a waiver of any right to pursue a Protest or in any way challenge the award, including but not limited to any challenge under the California Public Contract Code, filing a claim under to the California Government Code, or filing of any other legal proceedings.

36. PROVISIONS:

- A. **Assignment of Contracts** - The vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.
- B. **Binding Effect** - This Agreement shall insure to the benefit of and shall be binding upon the vendor and District and their respective successors and assigns.
- C. **Severability** - If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- D. **Amendments** - The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner except by a written agreement signed by the parties.
- E. **Entire Agreement** - This RFP and all attachments constitute the entire agreement between the parties. There is no understanding, agreements, representations, or warranties, expressed or implied, not specified in the Agreement. Proposer(s), by the execution of their signature on the RFP Form, acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.
- F. **Force Majeure Clause** - Neither party shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of the affected party, including acts of God, fire, flood, earthquake or other natural disaster, strike, lockout, riot, freight embargo, loss or shortage of transportation facilities, or governmental statutes or regulations imposed after the effective date of this Agreement..
- a. Tariffs do not rely on generic "Act of God" nor can they be defined as within the definition of Force Majeure Clause.
- G. **Hold Harmless Clause** - The successful Proposer(s) agrees to indemnify, defend and save harmless High Tech High Charter School, its governing board, related divisions and entities, officers, agents, and employees from and against any claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or insure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Proposer or Proposers agents, employees or subProposer's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.
- H. **Prevailing Law** - In case of conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services performed under the RFP proposal shall conform to all applicable requirements of local, state, and federal law.
- I. **Governing Law and Venue** - In the event of litigation, the RFP documents, specifications, and related matters shall be governed by and construed only by the laws of the State of California. Venue shall only be with the appropriate state or federal court located in San Diego County.
- J. **Permits and Licenses** - The successful Proposer(s) and all of their employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishings of materials, articles, or services herein listed. All operations, materials, goods, and services shall be by law.
- K. **Toll Charges** - If the District places toll or long-distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful Proposer(s) shall accept charges for such calls on a reverse charge basis.
- L. **Contract Documents** - The complete contract includes the following documents: The advertisement for RFPs, the RFP Instructions and terms of conditions, specifications, and drawings, if any, the RFP and its acceptance by the District, the purchase order, and all amendments to it. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
- M. **Independent Proposer** - While engaged in carrying out and complying with the terms and conditions of the contract, the Proposer(s) agree by their signature on the RFP Form that they are an independent Proposer and not an officer, employee, or agent of the District.

- N. **Anti-discrimination** - The District hereby notifies all respondents that they will affirmatively ensure that, in any contract under this advertisement, minority business enterprises will be afforded the full opportunity to submit their response to this RFP. No respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital or parental status, national origin, medical condition or physical disability, or sexual orientation in consideration for the award. Therefore, the Proposer agrees to comply with applicable Federal and California laws, including the California Fair Employment and Housing Act. In addition, the successful Proposer(s) agrees to require compliance by all subProposers employed on the work by them.
- O. **Termination of Agreement Without Cause** - This Agreement may be terminated by the District upon giving thirty-(30) days advance written notice of an intention to terminate. Termination shall not affect the rights and obligations of the parties arising out of any transaction before the effective date of such termination, other than payments for goods or services satisfactorily rendered before that date. The Vendor shall not be entitled to further compensation or payment from the District.
- P. **Cancellation Notice by Supplier/Proposers Default** - The District requires a sixty-(60) day notice of cancellation of this contractual agreement by the supplier. Failure or refusal of the supplier to perform or do any act herein required shall constitute default.
- Q. **Cancellation for Insufficient or Non-Appropriated Food Funds** - The Proposer hereby agrees and acknowledges that monies utilized by the District to purchase the items in the RFP are public money appropriated by the United States Department of Agriculture and the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and to limit quantities of items due to non-availability or non-appropriation of sufficient funds.
- R. **Interpretation of Proposal Documents** - If any Proposer(s) find discrepancies in or omissions from the RFP documents, they may submit to the Food Services Department Director of High Tech High a written email request for clarification and the response to it will be e-mailed to all Proposer(s). Corrections will be made by additions issued to each company that has been sent or picked up an RFP packet. The District will not be responsible for oral interpretations. All additions issued shall be incorporated into the proposal.
- S. **Product Shortages** - If the successful Proposer cannot supply any product listed herein, the District may purchase that product from another source at fair market value. The Proposer shall be responsible for the difference in cost and all associated delivery charges.
- T. **Failure to Fulfill Contract** - When the vendor shall fail to deliver any articles or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, set aside the contract entered into with the vendor or Proposer, either in whole or in part, and make and enter into a new contract for the same items in such manner with another vendor as seems to the Board of Trustees to be to the best advantage to the District. Any failure by the vendor or Proposer to furnish such articles or services, as stated above, shall be a liability of the vendor and its sureties. The District reserves the right to cancel any articles or services that the successful Proposer may be unable to furnish because of economic conditions, governmental regulations, or similar causes beyond the Proposer's control, provided satisfactory proof to the Board of Trustees if requested. Failure to fulfill the contract may result in Proposer disqualification in subsequent year(s) due to non-responsible practices.
- U. **Fingerprinting** - Successful Distributor agrees to comply with the provisions of Education Code Section 45125.1 - Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during regular District hours, and will certify in writing that no such employees, agents, and representatives who been convicted of serious or violent felonies as specified will have contact with students. The Distributor will provide the District with a list of employees providing services under this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during regular district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 45125.1.
- V. **Attorneys' Fees** - In the event of any dispute between the District and the Vendor about this contract or the services or products provided hereunder, each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees. 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.

- W. **Piggyback Clause** – This contract does not permit other agencies to piggyback on the awarded contract. For the term of the Contract and any mutually agreed extensions pursuant to this Request for Proposal, no additional party may purchase under this contract.

Acknowledgement: I/We _____ hereby acknowledge that the contract does not include a provision permitting the addition of other parties through piggybacking, and agree not to extend the pricing or terms of this contract to any other agency as a piggyback purchase."

37.CERTIFICATIONS

- A. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.
- B. The VENDOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act, including:
- a. Section 306 of Clean Air Act (42 U.S.C. 7606):
 - b. Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738
 - c. Suspension and Debarment Certifications: The USDA Certification Regarding Debarment must accompany this Proposal and each subsequent additional one-year renewal "(2 CFR Part 180, Subpart C, as adopted and supplemented by USDA at 2 CFR Part 417). Contract renewals must include this certification to be considered. To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each vendor must include a certification statement with each Proposal on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each Vendor to sign the attached certification statement and submit it with the Proposal. Failure to comply with this requirement will cause your Proposal to be disqualified and declared non-responsive.
 - d. Lobbying: The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Standard Form LLL; 31 U.S.C. 1352; 2 CFR Part 200 Appendix II(I) and USDA implementing regulations at 2 CFR Part 418) must accompany this Proposal and each additional one-year renewal (2 CFR Part 180, Subpart C). Contract renewals that do not include this certification will not be accepted for consideration.
 - e. Energy Policy and Conservation Act: The Vendor shall recognize mandatory standards and policies relating to energy efficiency contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.
 - f. Contract Work Hours and Safety Standards Act Compliance: In the performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.
 - g. The Certification Regarding the Iran Contracting Act
 - h. The Proposers Certification - Regarding Drug-Free Workplace
 - i. The Proposers Certification - Alcoholic Beverages and Tobacco-Free Workplace
 - j. The Proposers Certification – Workers' Compensation
 - k. Equal Opportunity

EXHIBIT A: SERVICE LEVEL AGREEMENT
RFP#26FNS-PRO-002 FRESH PRODUCE PRODUCTS

This Agreement for Fresh Produce Products ("Agreement") is made and entered into as of _____, 20_____ by and between High Tech High, ("District") and _____ ("Vendor"), (together, the "Parties").

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Vendor shall furnish and deliver Fresh Produce Products as further described in **Itemized Bid List (Attachment 19)** attached hereto and incorporated herein by this reference ("Fresh Produce Products") in the quantities designated in the bid or purchase order in accordance with the bid specifications and the sample furnished by the Proposer and accepted by the District.
2. **Term.** Vendor shall commence providing services under this Agreement on **October 28, 2026** and will diligently perform as required and complete performance by **July 31, 2027** unless this Agreement is terminated and/or otherwise canceled prior to that time.

If mutually agreeable, the District reserves the right to renew the Agreement for a 1- year term, for a period not to exceed five (5) consecutive years total. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original Agreement having been met to the satisfaction of the District. Such renewal will be made by notifying the Vendor, in writing, sixty (60) days prior to the expiration of the Agreement.

3. **Submittal of Documents.** Vendor shall not commence the Services under this Agreement until the Vendor has submitted and the District has approved the certificate(s) and the endorsement(s) of insurance required as listed below. Submit all documents with bid packet:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay Vendor according to the prices in his or her Bid Form and Proposal for Fresh Produce Products satisfactorily furnished and delivered pursuant to this Agreement. At no time during the contract period shall the prices charged to the District exceed the price quoted on the written bid form for the period of the bid. If pricing changes, the vendor needs to give the District a 30-day written notice.

No charge for containers, packing, drayage or other purpose will be allowed over and above the prices written in the bid, unless otherwise specified.

The District shall not be responsible for any taxes or surcharges with the exception of sales tax or use taxes where applicable.

Invoices for purchases at the delivered price are not due and payable until delivery of product and do not constitute an obligation by the District until the month following the month for which charges accrue. The District shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due forty-five (45) days from the date the food is received and accepted by the District, or forty-five (45) days from the

date a correct invoice is received in the above office, whichever is later. Vendor must provide two (2) copies of each delivery invoice. Vendor will inform the District of any special discounts for payment received within a 10-day period.

5. **Additional Items.** During the term of this Agreement, as the need for other products arises or new products are developed, the District reserves the right to add items to this Agreement. The price of such items shall be negotiated between the District and the Vendor and shall be subject to the terms and conditions of this Agreement.
6. **Independent Proposer.** Vendor, in the performance of this Agreement, shall be and act as an independent Proposer. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of the work herein contemplated, Vendor is an independent Proposer or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Performance of Services**
 - 7.1 **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to furnish and deliver Fresh Produce Products as specified, without the advice, control or supervision of the District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. The District shall hold the vendor responsible for any damage which may be sustained because of failure or neglect of the vendor to comply with the terms or conditions listed herein with the terms of the contract, the District may upon written notice to the vendor, cancel the contract in its entirety or cancel or rescind on all items affected by such default.
 - 7.2 **Inspection of Products Furnished.** Unless otherwise specified, all products must follow the specifications indicated. In the event of product quality failure, including but not limited to off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture, evidence of freezing, or otherwise unusable product factors, provisions must be made for pick up, exchange and issuance of appropriate credit. Additionally, products will be delivered free of infestation, including but not limited to larvae and rodent droppings.
 - 7.3 **Cases and Packages** shall be constructed to ensure safe and sanitary transportation to the point of delivery. All packaging materials shall be FDA-approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected, returned for credit, or immediate replacement, at no cost to the District for a product, freight, or re-delivery.
 - 7.4 **"Best Served On", "Use By"** date will assist menu planners in placing foods on optimal days of the week to maximize quality. The Distributor shall follow appropriate procedures for the first in, first out (FIFO) stock rotation system. All products delivered to District warehouse locations must have a minimum of fourteen (14) calendar days remaining before the manufacturer's expiration, "use by," or "best by" date at the time of delivery. Products received with fewer than fourteen (14) days of remaining code date may be rejected at the point of delivery. The Distributor agrees to permit inspection of the delivered items by a representative of the District's Food Services with the right to reject inferior merchandise. The District's decision shall be final, and credits must be provided upon request. All perishable products must be delivered by refrigerated trucks whereby the temperature of all products is continuously held and received by the district between 35° and 41° Fahrenheit.
 - 7.5 **Product Quality Control, Food Security and Safety Program.** The Distributor shall follow appropriate handling and storage practices: including providing proof of established sanitation procedures and an active pest control program to ensure proper information. A copy of the vendor's Hazard Analysis Critical Control Point (HACCP) system or Food Safety and Security Program must be submitted with this proposal. Distributors shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, the Distributor shall ensure that all products received under this contract shall be prepared, handled, and stored per the

health and sanitation standards for the County of San Diego or the local/city/county agency in which the product was produced, State of California, and Federal Government, whichever is higher. In case of a product contamination issue, Distributor shall provide traceback capabilities for all products to the point of origin. Evidence of such procedures should be submitted with the proposal (HACCP Plan or Food Security and Safety Program including Pest Control Policy and Recall Procedures).

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

- 7.5.1 **Product Recall.** If a product recall is instituted on an item delivered, the distributor will notify the District within 24 hours. The Distributor will be responsible for all costs associated with the replacement product, shipping charges, and product credit. Suppose at any time it is determined that the health and safety of the District's customers are affected by the usage of this product. In that case, the Distributor and Distributor processor must and will assume full liability.
- 7.5.2 **Perishable Fresh Produce products.** Perishables must be delivered in a refrigerated, clean and sanitary truck within the safe-holding zone between 35° – 41° at the time of delivery. Proposer maintains accurate temperature log for all perishables leaving a) the origin and b) arriving at the destination. A lift gate and pallets may be needed for large loads. Products will be stored in the school's Fresh Produce coolers by the delivery person.
- 7.6 **Force Majeure.** Delay due to unforeseen circumstances, neither party shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of the affected party, including acts of God, fire, flood, earthquake or other natural disaster, strike, lockout, riot, freight embargo, loss or shortage of transportation facilities, or governmental statutes or regulations imposed after the effective date of this Agreement. Tariffs do not rely on generic "Act of God" nor can they be defined as within the definition of Force Majeure Clause.
- 7.7 **Site Deliveries.** Deliveries shall be made on the days and within the delivery windows specified in the HTH Delivery Information table in Exhibit 'B', which controls in the event of any conflict with this Agreement.
- 7.8 **Reimbursable Meals.** In the event deliveries are not made, which results in loss of reimbursement funds for the District's meal programs, upon satisfactory agreement between the awarded Proposer and the District, the District will deduct the total lost reimbursement from the supplier's current invoices. The distributor must guarantee a 90% fill rate for all District orders.
- 7.9 **Substitutions.** All products delivered during the period covered by this proposal shall be only the exact products as requested by the District; substitutions will only be allowed if given prior approval by the District. Suppose the desired product is unavailable for any reason. In that case, the District shall be notified at least two days in advance, and the District shall be given options for a product of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the District's sole discretion. Products will not be represented as being in conformance with the specification when such is not the case. Products are on a menu based upon precise nutritional analysis, and a copy of that analysis is on file at the District. The Distributor must provide the specified product or an acceptable substitute, as determined by the District. If, because of failure to deliver the selected product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, the Distributor shall be required to reimburse the District for the total value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days upon written request by the District.
- 7.10 **Shorted Items.** Any information regarding shorted items/orders must be forwarded directly to Food Services Department before delivery at the following: Brittany Everett at beverett@hightechhigh.org or Nate Gibson at ngibson@hightechhigh.org
- 7.11 **Issues/Changes.** Any issues/changes on deliveries or other emergency communications shall be reported directly to the Food Services Department by the vendor's authorized representative. Contact must be made directly through phone call or email to: Brittany Everett at beverett@hightechhigh.org or Nate Gibson at ngibson@hightechhigh.org
- 7.12 **Alternate Delivery Locations.** The district reserves the right to designate an alternate delivery location if the designated site is unable to receive deliveries for any reason. The District reserves the right to add or remove delivery sites as needed. The District also reserves the right to revise delivery

times as required. Additional product and service requirements are outlined within the RFP. The District requests deliveries each week as specified in the schedule in Exhibit B.

7.13 Pallet Specifications. Pallets should not exceed 6 feet high and frozen and refrigerated products should be provided on separate pallets.

8. **Audit.** Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Vendor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents.

9. Termination

- 9.1 **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.
- 9.2 **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 9.2.1 material violation of this Agreement by the Vendor; or
 - 9.2.2 any act by Vendor exposing the District to liability to others for personal injury or property damage; or
 - 9.2.3 Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Vendor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

10. **Indemnification.** To the furthest extent permitted by California law, Vendor 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 selected 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 Vendor in the performance of and in accordance with the terms of the Agreement. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties. 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

11. Insurance

- 11.1 The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Per Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Workers Compensation	Statutory Limits

- 11.1.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Vendor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 11.1.2 **Workers' Compensation.** In accordance with provisions of section 3700 of the California Labor Code, the Vendor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 11.2 **Proof of Carriage of Insurance.** The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. **A Certificate of Insurance (COI) must be provided with the bid packet.** Certificates and insurance policies shall include the following:
- 11.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 11.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 11.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 11.2.4 All policies except the Workers' Compensation Insurance Policies shall be written on an occurrence form.
- 11.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
12. **Assignment.** The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor without the written consent of the District's Governing Board. Notice is hereby given that the District will not honor any assignment made by Vendor unless the required written consent has been given.

13. **Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on providing Fresh Produce Products product as indicated or specified. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
14. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Vendor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like-compliance by all of its subProposer(s).
15. **Tobacco-Free Environment.** All District sites have been designated as a 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.
16. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
17. **Limitation of District Liability.** Other than as provided in this Agreement, 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 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.
18. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

High Tech High,
Food and Nutrition Services,
2861 Womble Road, San Diego, CA 92106,
ATTN: Kelly Verburgt, Director, Food and Nutrition
Services,
Email: kverburgt@hightechhigh.org

Vendor:

"Name: _____
Address: _____
City, State, ZIP: _____
ATTN: _____
Email: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

19. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
20. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties

shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

21. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
22. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
23. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
24. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
25. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
26. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
27. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
28. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20____

Dated: _____, 20____

High Tech High

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Vendor:

Address: _____

Telephone _____

Email _____

Type of Business Entity:

_____ Individual

_____ Sole Proprietorship

_____ Partnership

_____ Limited Partnership

_____ Corporation, State: _____

_____ Limited Liability Company

_____ Other: _____

Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Vendor to furnish the information requested in this section.

EXHIBIT B: SPECIAL CONDITIONS AND PRODUCT INFORMATION FOR ORDER/DELIVERY

Proposer Name: _____

High Tech High requests RFPs for Fresh Produce Products. The District comprises 16 schools with an average enrollment of 6,400 students. This is a nine (9) month contract with a possibility of additional four (4) one (1) year extensions. Award of this RFP will be made to a single or multiple responsive and responsible Proposer who meets the terms and conditions of the RFP.

Vendor's Bid Form and Proposal is made part of this Agreement. Bid scoring will be based on price, service, performance history, traceability, and delivery. See the attached scoring sheet for bid award scoring.

In addition, the following special conditions apply:

1. California-local products preferred.
2. The District accepts "Dark Drops" outside of school sites' hours of operation.
3. 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. The cost plus formula will consist of actual costs plus a fixed figure mark up, which represents the amount that will be charged above actual costs.
4. The District's preference is that all packaging is fully compostable or recyclable.
5. Product is to be delivered as specified by District to the delivery site specified herein. Delivery schedule to be coordinated to coincide with school needs and existing route flow for Vendor's best reduction of expenses, mileage and time.
6. Pallets must be brought to the rear of truck, District cannot enter truck and does not have loading dock.
7. Deliveries shall be made two (2) days per week, on Tuesday and Thursday, as specified in the HTH Delivery Information table below. There will be no deliveries on Saturdays or Sundays. The District may add up to one (1) additional weekly delivery during the contract term at the same pricing."
8. Orders can be placed for cut and processed items by 10:00am and case items by 2:00pm. the business day prior to delivery. All deliveries will be dropped off within the delivery window of the requested delivery date.
9. All perishable Fresh Produce shall be delivered in a refrigerated truck in an approved sanitary manner. Produce items shall be delivered between 35-41 F, and frozen items to be delivered less than or equal to 10 F. All deliveries are to be placed into the designated storage area at each site by the delivery driver.
10. Each delivery will be inspected. In the event an item does not meet our requirements, the item will be returned for replacement or credit.
11. Online ordering is preferred for each individual school site.
12. All ingredients and allergens must be declared on the product. All products must meet FDA labeling requirements.
13. Bananas, pineapple and jicama are recognized as products not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality; the District will accept non-domestic product for these items and will count their cost toward the non-domestic cap. All other items must be domestic unless the Vendor obtains prior written approval using the exception process in Attachment 18.
14. No delivery during school holidays and vacations or Saturday and Sunday. (Upon award, Food Services will provide the vendor with school vacation and holiday schedules.)
15. The kitchen supervisor or designee must verify all invoices. The District may require separate billing/statements and invoices for all orders per Child feeding programs (NSLP and SBP).
16. Credits for sub-standard products. (Exception – no credit to the department for damaged or out-of-code products due to the fault of the customer, i.e., customer's refrigeration failure)
17. Delivery schedule to be pre-scheduled to coincide with school needs and existing route flow for the Proposer's best reduction of expenses, mileage, and time.
18. The District reserves the right to add or remove other products as may be needed throughout the term of this contract. The District may add or remove sites as necessary and in no way will this change affect or make void the Contract.

Ordering/Delivery

The selected vendor collaborates with the District over the term of the contract resulting from this RFP to procure and deliver Fresh Produce products to the District’s sites listed below. The District reserves the right to designate an alternate delivery location if the designated site cannot receive deliveries for any reason. The District also reserves the right to revise the delivery times as required. Additional product and service requirements are outlined within the RFP.

HTH DELIVERY INFORMATION

Address	Delivery Times	Preferred Delivery Days	Number of Deliveries Per Week
5331 Mt. Alifan Dr San Diego, CA 92111	6:00am-11:00am	T/Th	2

By signing below, you agree to provide the above level of service to High Tech High.

Company Name (Print or Type)

Authorized Company Representative Signature

Date

Print Name: _____

REQUEST FOR PROPOSAL SIGNATURE PAGE (Attachment “2”)
TO BE SUBMITTED WITH PROPOSAL

By signing this, I certify that I am an authorized representative of the Proposer (or individual) and that information contained in this proposal is accurate, true, and binding upon the Proposer.	
Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Email Address	
Complete Mailing Address	
City, State, Zip	
Phone Number	
Date	
Minimum Dollar Amount for Delivery	\$
•	Check if no minimum dollar amount for delivery is required.
Minimum Case Amount for Delivery	
•	Check if no minimum case amount for delivery is required.

EVALUATION CRITERIA SCORING (Attachment “3”)

TO BE SUBMITTED WITH PROPOSAL

Section 1 - Scored Evaluation Criteria

Criterion 1 is scored relative to the other responsive bids received on that item. Criterion 1 and Criterion 2 are scored separately for each item and are calculated by District staff from the Itemized Bid List. Criteria 3 through 7 are scored once for the bidder against the fixed standards below and apply to every item that bidder is considered for. Every scored element corresponds to a numbered question in the Vendor Questionnaire (Attachment 4), a column of the Itemized Bid List (Attachment 1920), or a required submittal identified in the criterion.

Section 2 - General Scoring Rules

The following rules apply to every criterion in Section 2.

- 2.1** Only the responses and submittals identified in the “Points Based On” column are scored for that criterion. Statements made elsewhere in the proposal are not read into a criterion.
- 2.2** Criteria 1 and 2 are scored separately for each item and may differ from item to item. Criteria 3 through 12 are scored once for the bidder and apply to every item that bidder is considered for.
- 2.3** Where a criterion states a Producer route and a Distributor route, a bidder is scored on the route that fits its operation. Both routes earn the same maximum points. A bidder that both grows and distributes may be scored on either route, whichever produces the higher score.
- 2.4** Sub-elements are scored independently. A bidder may earn full points on one sub-element of a criterion and no points on another.
- 2.5** A commitment qualified by cost, or by language such as “subject to availability,” “where feasible,” “for most items,” or words of similar effect, is scored in the tier that reflects the qualification as written, not the tier the bidder claims. Bidders should state limitations plainly; the District will not resolve an ambiguous commitment in the bidder’s favor.
- 2.6** A question left blank, or a required submittal not provided, is scored in the lowest tier for the element it supports. Where a sub-element is claimed at its highest tier but the corresponding sample or document is not submitted, it is scored at the middle tier.
- 2.7** The District may contact a reference, a named institution, a named grower, or a certifying or auditing body to confirm a statement made in a proposal. A claim the District is unable to confirm is scored in the next lower tier.
- 2.8** Half-point increments are used where a rubric provides for them. Each criterion score and each item total are carried to two (2) decimal places.
- 2.9** The commitments scored under any criterion are incorporated into the resulting contract by reference. Failure to perform a scored commitment is a curable default under the General Terms and Conditions.
- 2.10** No criterion in Section 2 is a condition of responsiveness. A bidder scoring zero on any criterion, or on every criterion, remains eligible for award.

Section 3 - Scoring Process and Award

- 3.1** Each proposal is first reviewed against Section 1. A proposal determined non-responsive is not scored, and the bidder is notified in writing. Where Section 1 makes a proposal non-responsive only as to a particular item, that item is set aside and the remainder of the proposal is evaluated normally.
- 3.2** District staff compute Criterion 1 and Criterion 2 for every item, from the submitted Itemized Bid Lists. The same computed figures are provided to every evaluator and are not subject to evaluator judgment.
- 3.3** An evaluation committee of no fewer than three (3) members independently scores Criteria 3 through 7 for each bidder, using the tiers stated in Section 1. Each evaluator records scores on the District’s scoring worksheet, with a written basis for any criterion scored below its maximum.
- 3.4** A bidder’s score for each of Criteria 3 through 7 is the average of the evaluators’ scores. Those criteria total forty-five (45) points and form the bidder’s Vendor Score, which is the same for every item.
- 3.5** For each item, a bidder’s award score is its Vendor Score (45 points) plus its Criterion 1 and Criterion 2 scores for that item (45 points), for a maximum of ninety (90) points.
- 3.6** Each item is awarded to the responsive bidder with the highest award score for that item. Where a bidder offered an item only in certain months, the District may award that item to different suppliers in different months.
- 3.7** In the event of a tie on an item, the item is awarded to the bidder with the higher Criterion 2 score for that item. If a tie remains, it is awarded to the bidder with the higher Criterion 1 score for that item.
- 3.8** The District reserves the right to consolidate awards, to award a bidder fewer items than it scored highest on, or to decline to award an item, where a split award would create unreasonable delivery or administrative burden, where projected volume for the items a bidder won would not meet that bidder’s disclosed minimum order, or where consolidation is otherwise in the District’s best interest. The District may award all items to a single bidder.
- 3.9** Reference surveys, facility audits and inspections, and vendor interviews are used to verify statements made in a proposal and to inform the District’s determination of bidder responsibility. They do not add points to, or subtract points from, any scored total.
- 3.10** The committee’s item-by-item results are the basis of the committee’s recommendation of award to the Board of Trustees. The Board of Trustees makes the award.

Evaluation Criteria	Description and Points Awarded	Points Based On	Max Points
SCORED FOR EACH ITEM - 45 Points			
Criterion 1 Line Item Pricing	Scored on a line-by-line basis using a volume-weighted proportional method. For each line, the District multiplies the price spread between the highest and lowest responsive bids by the Estimated Annual Quantity to determine that line's weight in the total price score. Lines with larger spreads and higher volumes carry more weight. On each line, the lowest responsive bidder receives full credit and other bidders receive a proportional share based on (Lowest Price ÷ Bidder's Price). A bidder who does not bid a line receives zero points for that line. Maximum points awarded to a bidder lowest on every line.	Itemized Bid List: unit pricing columns, and the District's Forecasted Annual Usage for each item	25
Criterion 2 Local Geographic Sourcing	20 Points: harvested within 250 miles of the District. 12 Points: grown elsewhere in California. 5 Points: sourced domestically outside of California. State one harvest origin and one harvest distance for each item, being the origin that will supply the majority of the volume for that item. Where origin changes materially during the season, note the alternate origin in the Notes column of the Itemized Bid List.	Itemized Bid List: columns labeled "Harvest Origin" and "Local Geographic Sourcing (miles)"	20

Evaluation Criteria	Description and Points Awarded	Points Based On	Max Points
SCORED ONCE FOR THE BIDDER - 45 Points (applies to every item)			
Criterion 3 Traceability and Source Identification	10 Points: Farm name and municipal location - or supplier and brand name - appear on every invoice line; the bidder can currently produce reports showing percent local purchasing by farm name and origin; and a sample invoice and sample report are submitted demonstrating both. 8 Points: source identification on every invoice line as described above, and reports showing percent local purchasing without farm-level detail. Examples submitted. 6 Points: source identification on every invoice line, and the bidder commits in writing to produce percent local purchasing reports within sixty (60) days of award. 3 Points: source identification available on District request only, order by order. 0 Points: no source identification capability.	- Responses to Questions labeled "Traceability and Source Identification" in the Vendor Questionnaire (Q1) - Example invoice, and example local sourcing report where the bidder claims one (required submittals)	10
Criterion 4 Service Reliability and Past Performance	4A - Reference Survey Results (5 Points) Each reference rates the bidder from 1 (poor) to 5 (excellent) on five factors: on-time delivery; order accuracy and fill rate; communication of shortages and substitutions; responsiveness and resolution of issues; and account management. 1–5 Points: the average rating across all responding references and all five factors. 0 Points: fewer than two (2) references respond by the date stated in the survey. Bidders are responsible for confirming that the references they list will respond. 4B - Coverage of Institutional Supply (1 Point) 1 Point: supplied two (2) or more institutional customers in the most recent twelve (12) months. 0 Points: fewer than two. 4C - Contract Stability (2 Points) 2 Points: no resignation from, or removal by, an institutional customer during a contract term within the last twenty-four (24) months. 1 Point: one (1) such event with a written explanation the District finds satisfactory. 0 Points: more than one (1) event, an explanation the District does not find satisfactory, or an event the bidder did not disclose and the District identifies independently.	- Reference forms (Attachment 5) - Reference Survey (Attachment 5-A), completed by each reference and returned directly to the District - Responses to Questions labeled "Service Reliability and Past Performance" in the Vendor Questionnaire (Q5)	15

Evaluation Criteria	Description and Points Awarded	Points Based On	Max Points
Criterion 5 Farm to School Education Engagement	<i>Points are awarded for the activities the bidder commits to provide to the District during each year of the contract term: a farm tour for Nutrition Services staff; a farm tour for students; a farmer visit to a school or classroom; farm-specific promotional materials such as photographs, grower profiles, or harvest information for use on menus and signage; nutrition education materials; and training or technical assistance for a school garden or farm.</i> 7 Points: commits to five (5) or six (6) of the six (6) activities. 5 Points: commits to four (4) activities. 3 Points: commits to two (2) or three (3) activities. 1 Point: commits to one (1) activity. 0 Points: commits to none. <i>Points are awarded on the commitment. Prior delivery of an activity is verified through references and considered under Criterion 4.</i>	Responses to Questions labeled “Farm to School Education Engagement” in the Vendor Questionnaire (Q11)	7
Criterion 6 Vendor Consultation and Market Communication	6A - Consultation Availability (2 Points) 4 Points: named staff available to District staff for a minimum of two (2) hours in every month of the contract term, on site or by telephone or video conference, for seasonal sourcing and menu planning. 2 Point: two (2) hours per month averaged across the contract year, or one (1) hour in every month. 0 Points: no committed consultation time. 6B - Market Communication (2 Points) 4 Points: a written list of available products, identifying the farm and its location and flagging items coming into or going out of season, provided weekly. 2 Point: provided every two weeks or monthly. 0 Points: provided on District request only.	Responses to Questions labeled “Vendor Consultation and Market Communication ” in the Vendor Questionnaire (Q17, Q18)	8
Criterion 7 Minimum Delivery Amount	5 Points: Lowest minimum delivery amount. 3 Points: Second lowest minimum delivery amount. 1 Point: Third lowest minimum delivery amount.	Responses to Questions Labeled "Minimum Delivery Amount - " in Vendor Questionnaire	5
TOTAL POINTS PER ITEM:			90

Section 2 - General Scoring Rules

The following rules apply to every criterion in Section 2.

- 2.1 Only the responses and submittals identified in the “Points Based On” column are scored for that criterion. Statements made elsewhere in the proposal are not read into a criterion.
- 2.2 Criteria 1 and 2 are scored separately for each item and may differ from item to item. Criteria 3 through 12 are scored once for the bidder and apply to every item that bidder is considered for.
- 2.3 Where a criterion states a Producer route and a Distributor route, a bidder is scored on the route that fits its operation. Both routes earn the same maximum points. A bidder that both grows and distributes may be scored on either route, whichever produces the higher score.
- 2.4 Sub-elements are scored independently. A bidder may earn full points on one sub-element of a criterion and no points on another.
- 2.5 A commitment qualified by cost, or by language such as “subject to availability,” “where feasible,” “for most items,” or words of similar effect, is scored in the tier that reflects the qualification as written, not the tier the bidder claims. Bidders should state limitations plainly; the District will not resolve an ambiguous commitment in the bidder’s favor.
- 2.6 A question left blank, or a required submittal not provided, is scored in the lowest tier for the element it supports. Where a sub-element is claimed at its highest tier but the corresponding sample or document is not submitted, it is scored at the middle tier.
- 2.7 The District may contact a reference, a named institution, a named grower, or a certifying or auditing body to confirm a statement made in a proposal. A claim the District is unable to confirm is scored in the next lower tier.
- 2.8 Half-point increments are used where a rubric provides for them. Each criterion score and each item total are carried to two (2) decimal places.
- 2.9 The commitments scored under any criterion are incorporated into the resulting contract by reference. Failure to perform a scored commitment is a curable default under the General Terms and Conditions.
- 2.10 No criterion in Section 2 is a condition of responsiveness. A bidder scoring zero on any criterion, or on every criterion, remains eligible for award.

Section 3 - Scoring Process and Award

- 3.1 Each proposal is first reviewed against Section 1. A proposal determined non-responsive is not scored, and the bidder is notified in writing. Where Section 1 makes a proposal non-responsive only as to a particular item, that item is set aside and the remainder of the proposal is evaluated normally.
- 3.2 District staff compute Criterion 1 and Criterion 2 for every item, from the submitted Itemized Bid Lists. The same computed figures are provided to every evaluator and are not subject to evaluator judgment.
- 3.3 An evaluation committee of no fewer than three (3) members independently scores Criteria 3 through 7 for each bidder, using the tiers stated in Section 1. Each evaluator records scores on the District’s scoring worksheet, with a written basis for any criterion scored below its maximum.
- 3.4 A bidder’s score for each of Criteria 3 through 7 is the average of the evaluators’ scores. Those criteria total forty-five (45) points and form the bidder’s Vendor Score, which is the same for every item.
- 3.5 For each item, a bidder’s award score is its Vendor Score (45 points) plus its Criterion 1 and Criterion 2 scores for that item (45 points), for a maximum of one hundred (80) points.
- 3.6 Each item is awarded to the responsive bidder with the highest award score for that item. Where a bidder offered an item only in certain months, the District may award that item to different suppliers in different months.
- 3.7 In the event of a tie on an item, the item is awarded to the bidder with the higher Criterion 2 score for that item. If a tie remains, it is awarded to the bidder with the higher Criterion 1 score for that item.
- 3.8 The District reserves the right to consolidate awards, to award a bidder fewer items than it scored highest on, or to decline to award an item, where a split award would create unreasonable delivery or administrative burden, where projected volume for the items a

bidder won would not meet that bidder's disclosed minimum order, or where consolidation is otherwise in the District's best interest. The District may award all items to a single bidder.

- 3.9** Reference surveys, facility audits and inspections, and vendor interviews are used to verify statements made in a proposal and to inform the District's determination of bidder responsibility. They do not add points to, or subtract points from, any scored total.
- 3.10** The committee's item-by-item results are the basis of the committee's recommendation of award to the Board of Trustees. The Board of Trustees makes the award.

By signing this, I acknowledge that I have reviewed HTH's evaluation criteria.

Name of Proposer (Person, Firm, or Corporation): _____

Signature of Proposer's Authorized Representative: _____

Date of Signing: _____

VENDOR QUESTIONNAIRE (Attachment “4”)
TO BE SUBMITTED WITH PROPOSAL

This questionnaire has sixteen (16) questions. Questions 1 through 10 are scored. Questions 12 through 16 are not scored, but the District uses them to confirm you can perform the contract. Each Part below is headed with the scoring criterion it supports and the points available. Most of the price and local-sourcing scoring — 45 of the 90 points — is calculated from your Itemized Bid List, not from this form.

Where the space provided is not enough, attach a separate sheet labelled with the question number.

PART A - TRACEABILITY AND SOURCE IDENTIFICATION

Criterion 3 • 10 points • Scored from Q1, Q2 and Q3

Q1. Does every invoice line you issue identify the source of the product on that line — either the farm name and its city, or the supplier and brand name?

- ☐ Yes — on every invoice line as a matter of course.
- ☐ On District request only, order by order.
- ☐ No.

Sample invoice attached — file name: _____

Q3. Can you produce reports showing the percentage of the District’s purchases that are locally sourced?

- ☐ Yes — by farm name and origin.
- ☐ Yes — percentage only, without farm-level detail.
- ☐ Not yet — we commit in writing to produce them within sixty (60) days of award.
- ☐ No.

Sample report attached — file name: _____

PART B - SERVICE RELIABILITY AND PAST PERFORMANCE

Criterion 4 • 15 points • Scored from the Reference Survey (Attachment “5-A”) and Q4, Q5 and Q6

Most of this criterion is scored by your references, not by you. List three references on Attachment “5” and forward the Reference Survey (Attachment “5-A”) to each. Your references return it directly to the District. If fewer than two respond by the date on the survey, that portion scores zero — so confirm your references will reply before you list them.

Q4. How many institutional customers — school districts, colleges, hospitals or comparable — have you supplied with fresh produce in the last twelve (12) months?

- ☐ Two (2) or more.
- ☐ Fewer than two (2).

Name two: _____

Q5. Have you resigned from, or been removed by, an institutional customer during a contract term in the last twenty-four (24) months?

- ☐ No.
- ☐ Yes — one (1) time.
- ☐ Yes — more than once.

If yes, explain briefly: _____

An event the District identifies independently and you did not disclose here is scored at zero.

Q6. Confirm the following:

- ☐ Three (3) references are listed on Attachment “5”.
- ☐ I have confirmed each will return the survey to the District by the date stated on it.

Account manager who would handle this contract:

name, email: _____

PART C - FARM TO SCHOOL EDUCATION ENGAGEMENT

Criterion 5 • 7 points • Scored from Q7; Q8 qualifies that answer

Points are awarded on what you commit to, not on what you have done before — prior participation is verified through your references under Criterion 4. Five or six activities earns 7 points; four earns 5; two or three earns 3; one earns 1.

Q7. Which of these will you provide during each year of the contract? Check every one you commit to.

- ☐ A farm tour for Nutrition Services staff.
- ☐ A farm tour for students.
- ☐ A farmer visit to a school or classroom.
- ☐ Farm-specific promotional materials — photographs, grower profiles, or harvest information for menus and signage.
- ☐ Nutrition education materials.
- ☐ Training or technical assistance for a school garden or farm.

Q8. For each activity checked above, state how often it would happen and who would deliver it.

PART D - VENDOR CONSULTATION AND MARKET COMMUNICATION

Criterion 6 • 8 points • Sub-element 6A scored from Q9; sub-element 6B scored from Q10

Q9. What consultation time do you commit to for District staff, on seasonal sourcing and menu planning?

- ☐ Named staff available a minimum of two (2) hours in every month of the contract term.
- ☐ Two (2) hours per month averaged across the year, or one (1) hour in every month.
- ☐ No committed consultation time.

Staff member who would provide it — name and role: _____

Q10. How often will you provide a written list of available products that names the farm and its location and flags items coming into or going out of season?

- ☐ Weekly.
- ☐ Every two weeks, or monthly.
- ☐ On District request only.

Sample list attached — file name: _____

PART D - VENDOR CONSULTATION AND MARKET COMMUNICATION

Criterion 7 • 5 points • Scored from Q11

Q11. Do you require a minimum for delivery?

☐ No minimum of any kind.

☐ Yes — stated below.

Minimum dollar amount: _____

Minimum case count: _____

PART F - OPERATIONAL INFORMATION

Not scored. Used to confirm you can perform the contract and to determine Proposer responsibility.

Q12. Can you meet the delivery days and delivery windows in the HTH Delivery Information table in Exhibit “B”, and can you accommodate unattended “dark drop” deliveries outside site hours on those days?

☐ Yes to both.

☐ Yes to the days and windows; no to dark drops.

☐ No — alternate delivery schedule attached.

Q13. Exhibit “B” requires orders for cut and processed items by 10:00am and case items by 2:00pm the business day before delivery. Can you meet these deadlines, and how late can add-ons be placed for next-day delivery?

Q14. Food safety. A HACCP Plan or written Food Safety and Security Program, including pest control and recall procedures, is a required submittal under Attachment “1”. Confirm what you have attached, and state how quickly the District would be notified of a recall.

☐ HACCP Plan attached.

☐ Written Food Safety and Security Program attached.

☐ Pest control policy and recall procedures included.

Recall notification timeframe: _____

Exhibit “A” requires notification within twenty-four (24) hours.

Q15. How can orders be placed, and what reports do you make available?

☐ Online system and email ☐ Email only ☐ Neither

☐ Market reports ☐ Velocity reports with specifications and pricing

☐ Monthly statements ☐ Weekly price lists

Q16. Business status. Collected under Sections 28 and 29 of the General Terms and Conditions, which commit the District to considering small, minority-owned and women-owned businesses under 2 CFR 200.321.

Small business under California Government Code section 14837(d)(1)(A) — independently owned and operated, not dominant in its field, principal office in California, and together with affiliates 100 or fewer employees and average annual gross receipts of \$15,000,000 or less over the previous three years?

☐ Yes ☐ No

At least fifty-one percent (51%) owned and controlled by one or more women, or by one or more individuals who are Black or African American, Hispanic or Latino, Asian American, Native Hawaiian or other Pacific Islander, or American Indian or Alaska Native?

☐ Yes ☐ No

CERTIFICATION AND SIGNATURE

The undersigned proposes to supply all product and perform all work specified in the contract documents in accordance with this proposal. I certify that I am an authorized representative of the Proposer, that the information in this questionnaire is accurate and true, and that the commitments made here are incorporated into any resulting contract by reference.

Name of Proposer (Person, Firm, or Corporation): _____

Signature of Proposer's Authorized Representative: _____

Date of Signing: _____

Print Name & Title of Authorized Representative: _____

Phone Number: _____

Email: _____

REFERENCES (Attachment "5")

TO BE SUBMITTED WITH PROPOSAL

Submit three (3) current institutional references for contracts of similar scope that you have performed within the last three (3) years. An institutional reference is a school district, hospital, university, or similar buyer. References need not be school districts, and must not be the district issuing this solicitation.

How references are used. The District will send a Reference Survey (Attachment 5-A) to each reference listed below. The reference completes the survey and returns it directly to the District by the date stated in the survey. The survey results are scored under Attachment 3, Criterion 4. Section D of Attachment 5-A is not separately scored. It is used to verify statements made in the proposal under Attachment 3, Section 4B, and informs the District's determination of bidder responsibility.

Your responsibility. Notify each reference that the survey is coming and confirm that the contact information below is current and monitored. A bidder for whom fewer than two (2) references respond by the stated date receives zero points for the reference survey sub-element of Criterion 4. An unresponsive reference is not a valid reference and will not be replaced by the District.

Reference #1

Institution or Organization	
Type of Institution (school district, hospital, university, food hub, farm to school program, farmers market, other)	
Contact Person and Title	
Email Address	
Telephone Number	
Products Supplied	
Period Supplied (from / to)	

Reference #2

Institution or Organization	
Type of Institution (school district, hospital, university, food hub, farm to school program, farmers market, other)	
Contact Person and Title	
Email Address	
Telephone Number	
Products Supplied	
Period Supplied (from / to)	

Reference #3

Institution or Organization	
Type of Institution (school district, hospital, university, food hub, farm to school program, farmers market, other)	
Contact Person and Title	
Email Address	
Telephone Number	
Products Supplied	
Period Supplied (from / to)	

Bidder Name: _____

I confirm that each reference listed above has been notified that the District will send a Reference Survey, and that the contact information given is current.

Signature of Bidder’s Authorized Representative: _____

Date: _____

REFERENCE SURVEY (Attachment "5-A")
COMPLETED BY THE REFERENCE - NOT SUBMITTED BY THE BIDDER

What this document is. This is a printed copy of the reference survey the District administers as an online form. It is reproduced here so that bidders and references can see exactly what will be asked, and so that the questions form part of the solicitation record. Nothing on this page is filled in or returned by the Bidder.

Section A - How the Survey Is Administered

- A.1** After proposals are opened, the District emails a link to the online survey to each reference listed on Attachment 5, using the email address the Bidder provided on that form. The email names the Bidder being evaluated and states the date by which the survey must be completed.
- A.2** The reference completes the survey online. Responses go directly to the District. The Bidder does not see them, does not receive a copy, and is not copied on the invitation.
- A.3** The online form records the respondent's email address and the date and time of submission. No signature is required, and the reference may request a copy of its own responses at the time of submission.
- A.4** A reference that cannot use the online form - because of an organizational restriction or for any other reason - may contact the District at the address given in the invitation and request this survey in an alternate format. A completed alternate-format survey returned by the stated date is counted the same as an online response.
- A.5** A survey completed after the stated date cannot be counted. Under Attachment 3, Criterion 6, a Bidder for whom fewer than two (2) references respond receives zero points for the reference survey sub-element. The Bidder is responsible for confirming that the email addresses it lists on Attachment 5 are current and monitored, and that each reference expects the invitation.

To the reference: Torrance Unified School District is evaluating proposals for the supply of fresh produce to its school meal program. The Bidder named in your invitation has listed your organization as a reference. Your answers are one of the scored elements of the District's evaluation and carry real weight, so please answer from your direct experience. The survey takes about five minutes.

Section B - About Your Organization

Your organization	
Your name and title	
Telephone and email	
Products this supplier provided to you	
Period supplied (from / to)	
Approximate deliveries per week	

Section C - Service Ratings

The online form asks you to select one option for each factor below, using this scale.

5	Excellent - consistently exceeded expectations
4	Good - met expectations, occasional minor issues
3	Satisfactory - met expectations with some recurring issues

2	Poor - frequently fell short of expectations
1	Unacceptable - failed to meet expectations
N/A	No basis to rate this factor

Factor	Rating					
On-time delivery <i>Product arrived on the scheduled day and within the agreed window.</i>	5	4	3	2	1	N/A
Order accuracy and fill rate <i>Orders arrived complete and matched what was ordered.</i>	5	4	3	2	1	N/A
Communication of shortages and substitutions <i>You were told promptly when an item was short or substituted, with enough notice to adjust.</i>	5	4	3	2	1	N/A
Responsiveness and resolution of issues <i>Questions, credits, and complaints were answered and resolved without repeated follow-up.</i>	5	4	3	2	1	N/A
Account management <i>A known point of contact was available, informed, and helpful.</i>	5	4	3	2	1	N/A

Note. A factor marked N/A is left out of the average rather than counted as a low score, so please use it where you have no basis to judge.

Section D - Additional Questions

- Would you contract with this supplier again?
☐ Yes ☐ Yes, with reservations ☐ No
- Did the supplier identify the farm or grower of the produce it delivered to you?
☐ Yes, routinely ☐ Sometimes or on request ☐ No ☐ Not applicable
- Did the supplier ever resign from, or was it removed from, your contract before the term ended?
☐ No ☐ Yes - please describe below
- Any comments the District should consider:

Section E - Submission

The online form records your email address and the date and time of submission, so no signature is required. By submitting the form you confirm that your answers reflect your organization's experience with the supplier named in your invitation.

Public records. This survey is submitted to a public agency and may be subject to disclosure under the California Public Records Act following award.

Questions. A reference with a question about the survey, or needing it in an alternate format, may contact the District using the contact information in the survey invitation.

NON-COLLUSION DECLARATION (Attachment “6”)
TO BE SUBMITTED WITH PROPOSAL

(Public Contract Code section 7106)

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

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

Name of DISTRIBUTOR (Person, Firm, or Corporation)
Signature of DISTRIBUTOR's Authorized Representative
Print Name & Title of Authorized Representative
Date of Signing

BIDDER’S STATEMENT REGARDING INSURANCE COVERAGE (Attachment “7”)
TO BE SUBMITTED WITH PROPOSAL

Proposer 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 subProposers, and agrees to name High Tech High as Additional Insured for the work specified.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer’s Authorized Representative

Name & Title of Authorized Representative

Date of Signing

WORKERS’ COMPENSATION CERTIFICATION (Attachment “8”)
TO BE SUBMITTED WITH PROPOSAL

Labor Code Section 3700 in relevant part provides:

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

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

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.

1. Date: _____
2. Name of Vendor: _____
3. Signature: _____
4. Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

DRUG-FREE WORKPLACE CERTIFICATION (Attachment “9”)
TO BE SUBMITTED WITH PROPOSAL

**Proposer’S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE**

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

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

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

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

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

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

DATE: _____

Proposer

By: _____

EQUAL OPPORTUNITY EMPLOYMENT (Attachment “10”)
TO BE SUBMITTED WITH PROPOSAL

Federal regulations require Federal contractors to include an equal opportunity clause in covered contracts, subcontracts, and purchase orders, so that the nondiscrimination and affirmative action provisions of Section 503 of the Rehabilitation Act of 1973 and the Vietnam Era Veterans’ Readjustment Assistance Act, as amended by the Jobs for Veterans Act, flow down to all tiers of contractors. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

CERTIFICATE

I/We hereby certify that the _____

_____(Company)

is an equal opportunity employer and does not discriminate in employment on any basis prohibited by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. 793), the Vietnam Era Veterans’ Readjustment Assistance Act (38 U.S.C. 4212), or the California Fair Employment and Housing Act (Gov. Code § 12900 et seq.).

DATE: _____

CONTRACTOR

By: _____

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION
(Attachment “11”)
TO BE SUBMITTED WITH PROPOSAL

The undersigned does hereby certify to High Tech High (“District”) as follows:

- That I am _____ a representative of _____ (“Vendor”) under contract with the District;
- That I am familiar with the facts herein certified; and
- That I am authorized and qualified to execute this certificate on behalf of Vendor.

Vendor certifies that it has taken at least one of the following actions with respect to the Agreement (check all that apply):

- Vendor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor employees, agents, and volunteers who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Vendor employees, agents, and volunteers who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or
- Pursuant to Education Code section 45125.2, Vendor certifies that all employees, agents, and volunteers will be under the continual supervision of, and monitored by, an employee of the Vendor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising is:

Name: _____

Title: _____

- Vendor services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no Vendor employee, agent, or volunteer shall come in contact with District pupils.

Vendor’s responsibility for background clearance extends to all of its employees, agents, and volunteers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent Proposers of Vendor.

Date: _____

Name of Vendor: _____

Signature: _____

Representative’s Name: _____

Representative’s Title: _____

CERTIFICATION AND DISCLOSURE STATEMENTS (Attachment "12") TO BE SUBMITTED WITH PROPOSAL

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 Proposer each time an SFA renews or extends an existing contract that exceeds \$100,000. The certification is also required when an SFA puts out Proposals 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 Proposer before any transactions can occur between the sponsor and the vendor or Proposer (2 CFR 180.220 and 2 CFR 417.220). This certification is required as part of the original Proposal, contract renewal, or contract extension to assure the SFA that the vendor or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While *this certification is required for all contracts in excess of \$100,000*, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. **Do not submit the certification to the California Department of Education.**

Certification Regarding Lobbying

SFAs that receive in excess of \$100,000 in annual federal meal reimbursement **must** annually complete and **submit** this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFDD). 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 Proposals 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 Proposers before any transactions can occur between the SFA and the vendor Proposer (7 CFR 3018.110). This certification is required as part of the original Proposal, contract renewal, or contract extension and is not submitted to the CDE.

Also enclosed is the **Disclosure of Lobbying Activities** form. This is required to be completed if the potential or existing Proposer, using other than federal funds, has paid or will pay for lobbying activities in connection with the school nutrition program agreement (Item 2 of the *Certification Regarding Lobbying* statement).

Applicable to Both Certification Statements

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

SFAs with Food Service Management or Consulting Contracts

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

reimbursement, the SFA is required to sign and submit the ***Certification Regarding Lobbying*** to the CDE, CNFDD.

Summary

- ***Suspension and Debarment Certification***

1. The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000.
2. A Proposer 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 Proposer with the 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 Proposer as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds. **Retain** the certifications with Proposal documents.
3. The **Disclosure of Lobbying Activities** form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item2 of ***Certification Regarding Lobbying***.)

For questions regarding these certification requirements, contact the California Department of Education, Nutrition Services Division, School Nutrition Programs, at 800-952-5609, or visit <https://www.cde.ca.gov/ls/nu/>. Questions regarding this solicitation should be directed to Kelly Verburt at kverburt@hightechhigh.org.

SUSPENSION AND DEBARMENT CERTIFICATION (Attachment “13”) TO BE SUBMITTED WITH PROPOSAL

The District obtains this certification from any prospective vendor or existing contractor for any contract expected to equal or exceed \$25,000, which is the amount at which a contract awarded by a participant in a Federal nonprocurement transaction becomes a covered transaction under 2 CFR 180.220(b)(1). The certification is obtained again whenever such a contract is renewed or extended.

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, at 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as adopted and supplemented by the U.S. Department of Agriculture at 2 CFR Part 417. The responsibilities of participants are set out in Subpart C of 2 CFR Part 180, sections 180.300 through 180.365. Copies of the regulations are available at ecfr.gov. Questions about this form may be directed to the District’s Purchasing Department at the address shown on the cover page of this RFP.

(BEFORE COMPLETING THIS CERTIFICATION, READ THE INSTRUCTIONS FOR CERTIFICATION SET OUT BELOW.)

CERTIFICATION

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 otherwise excluded from or disqualified 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, the prospective participant shall attach an explanation to this proposal.

<u>High Tech High</u> Name of School Food Authority	<u>RFP#26FNS-PRO-002</u> Solicitation / Agreement Number
--	---

Potential Vendor or Existing Contractor (Lower Tier Participant):

Name of Firm (Person, Firm, or Corporation)	
Printed Name of Authorized Representative	Title
Signature of Authorized Representative	Date of Signing

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant — one whose contract for goods or services is expected to equal or exceed \$25,000, the covered transaction threshold at 2 CFR 180.220(b)(1) — is providing the certification set out above in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances (2 CFR 180.355 and 180.365).
4. The terms “covered transaction,” “debarment,” “suspension,” “excluded,” “disqualified,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in Subpart I of 2 CFR Part 180, sections 180.900 through 180.1020, as supplemented by 2 CFR Part 417. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is excluded or disqualified from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated (2 CFR 180.300 and 180.305).
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions (2 CFR 180.330).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not excluded or disqualified 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 System for Award Management (SAM.gov) Exclusions (2 CFR 180.320 and Subpart E of 2 CFR Part 180).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is excluded or disqualified 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 debarment (2 CFR 180.325).

CERTIFICATION REGARDING LOBBYING (Attachment “14”)
TO BE SUBMITTED WITH PROPOSAL

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

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

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

OR

Name of Food Service Management or Vendor:		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2. Status of Federal Action: a. Proposal/offer/application b. Initial award c. Post-award	3. Report Type: a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: __
4. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	

10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
---	--

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.	Signature: _____ Print Name: _____ Title: _____ Telephone No: (_____)_____ Date: _____
Federal Use Only:	Authorized for local reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a

covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Proposal (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/Proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT (Attachment “15”)
TO BE SUBMITTED WITH PROPOSAL

IRAN CONTRACTING ACT
CERTIFICATION OF ELIGIBILITY TO BID FOR CONTRACTS OF \$ 1 MILLION OR MORE
(Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a Proposal or Proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the Proposal is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

**BIDDER’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE
CAMPUS POLICY (Attachment “16”)
TO BE SUBMITTED WITH PROPOSAL**

The Proposer agrees that it will abide by the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products at any time in District-owned or leased buildings, on District property and in District vehicles. The Proposer shall ensure that all of its employees, agents and subcontractors comply with this policy while on District property." Delete the signage-procurement requirement

DATE: _____
Proposer

By: _____
SIGNATURE

CLEAN AIR AND WATER CERTIFICATION (Attachment "17")
TO BE SUBMITTED WITH PROPOSAL

Applicable if this contract exceeds \$150,000, as provided in 2 CFR Part 200, Appendix II(G), or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413(c)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is excluded from Federal programs.

Name of Vendor Company

THE VENDOR AGREES AS FOLLOWS:

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

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

Authorized Representative

Title

Date

BUY AMERICAN CERTIFICATION FORM (Attachment “18”)
TO BE SUBMITTED WITH PROPOSAL

BUY AMERICAN PROVISION, 7 CFR sections 210.21(d) and 220.16(d); U.S. Department of Agriculture Policy Memorandum SP 23-2024) Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760n), that requires all school food authorities at High Tech High to purchase, to the maximum extent practical, domestic commodities or products. This Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture. Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports High Tech High working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Food & Nutrition Service (FNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

The Buy American provision applies to SFAs located in the forty-eight contiguous United States and is one of the procurement standards Program Operators must comply with when purchasing commercial food products served in the school meals programs.

Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, “substantially using agriculture commodities that are produced in the United States” means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by High Tech High.

We require that suppliers certify the percentage of U.S. content in products supplied to us;

“We certify that all food products supplied under this contract are domestic commodities or products as defined in Section 12(n) of the National School Lunch Act — that is, agricultural commodities produced in the United States, or food products processed in the United States in which over 51 percent of the food component, by weight or volume, consists of agricultural commodities grown domestically. We further certify that we will identify the country of origin for every item supplied and will notify the District in writing before delivering any non-domestic product.”

Date _____

Vendor Name _____

Completed By _____

Non-Domestic Food Products Limitation

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, Bidder must submit in writing to the District, a minimum of 30 days in advance of delivery. The request must include the following:

- (1) Alternative substitute(s) that are domestic and meet the required specifications:
 - (a) Price of the domestic food alternative substitute(s); and
 - (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- (2) Reason for exception: limited/lack of availability or price (include price):
 - (a) Price of the domestic food product; and
 - (b) Price of the non-domestic product that meets the required specification of the domestic product.

Effective School Year 2025–26, per USDA regulations, High Tech High shall limit the total cost of non-domestic commercial food products purchased under this contract to no more than 10 percent of the total commercial food cost. Vendors must track and report non-domestic food purchases to ensure compliance with this threshold.

I/we _____, certify that only domestic commodity or food/beverage products will be supplied to High Tech High unless all are true:

- a) mutually agreed upon and pre-approved by High Tech High.
- b) the total cost of non-domestic commercial food products purchased under this contract will not exceed 10 percent of the total cost of all food products purchased under this contract.
- c) Vendor will provide information to the District on product and ingredient origin as needed to monitor Buy American compliance.

Date

Signature

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

High Tech High 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 High Tech High and the vendor and documented.

ITEMIZED BID LIST (Attachment “19”)
TO BE SUBMITTED WITH PROPOSAL

This attachment is provided as a separate spreadsheet. Please use the [Itemized Bid List Link](#) to get to the Itemized Bid List spreadsheet. Please note, pricing must be submitted in Excel or Google Sheet format. The Itemized Bid List will be protected to avoid accidental edits. To enter your data and pricing, please follow the following steps.

- Click “File” in the top left corner.
- Choose either “Download” or “Make a Copy”.
- Add your company name to the file name.
- Instructions are provided for entering your data into your downloaded document to be submitted with your proposal.

Please initial each paragraph and return with your bid.

A. Criterion 1 is scored line by line. On each line, the lowest responsive price receives full credit and other Proposers receive a proportional share based on $(\text{Lowest Price} \div \text{My Price})$. Each line is weighted by the Forecasted Annual Usage (10 month) figure in Column O. A line I do not bid scores zero for that line.

Initial: _____

B. I must enter my price in Bid Price per Pack Type (Column AC) for the Pack Type I am offering in Column Z. The Fixed Price per Unit Calculator (Column AD) is provided for me to check my own accuracy.

Initial: _____

C. Criterion 2 is scored from Local Geographic Sourcing (Column T). I must select one of the three values provided: Within 250 miles of the District (15 points), Elsewhere in California (10 points), or Domestic / Not California (5 points). A cell left on “Choose one” scores zero for that item.

Initial: _____

D. Where I select either California tier, I must also name the Harvest Origin — the city where the product is grown, not where it is packed — in Column U. The District may contact the grower to confirm it, and a claim it cannot confirm is scored one tier lower.

Initial: _____

E. I must complete every yellow cell for each item I bid (Columns Q–Z, AB, AC, AE, AF) and must not alter the green District columns (A–O, AA, AD). Where Pack Specs Required (Column L) reads True, I must bid the pack exactly as specified in Columns D–H.

Initial: _____

F. I am not required to bid every item, and I must enter “NO BID” for any item I am not bidding. A spreadsheet (.xlsx or .gsheet) is required; PDF alone is not sufficient.

Initial: _____

END OF RFP