



Request for Proposals No. 1801

**Processed USDA Foods Products and Commercial Equivalents
(Market Basket)
For Super Co-Op Member Districts**

**Santa Clarita Valley School Food Services Agency
25210 Anza Drive
Santa Clarita, CA 91355
661-295-1574 ext. 103**

**www.scvschoolnutrition.org
www.super-coop.org**

Issue Date:	January 24, 2018	8:00 A.M. Pacific Time
Mandatory Bidders' Conference Webinar:	February 6, 2018	10:00 A.M. Pacific Time
Addendum Publication:	February 9, 2018	4:00 P.M. Pacific Time
RFP Submission Deadline:	February 28, 2018	1:00 P.M. Pacific Time
Public RFP Opening:	March 1, 2018	10:00 A.M. Pacific Time
Expected Board Approval:	March 22, 2018	

**Processed USDA Foods Products and Commercial Equivalents
(Market Basket)
For Super Co-Op Member Districts
RFP No. 1801**

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To: The Signal Attn: Legal Notices Fax: 661-254-8068 Ph: 661-259-1234	This Legal Notice is to be published on the following dates: First Publication: January 24, 2018 Second Publication: January 31, 2018
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NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Directors for the Santa Clarita Valley School Food Services Agency (SCVSFSA), Santa Clarita, CA (Los Angeles County), on behalf of the SCVSFSA and the Super Co-Op members, will receive Request for Proposals Number 1801 for the procurement of the following:

**Processed USDA Foods Products and Commercial Equivalents
for SUPER Co-op Member Districts**

Sealed bids must be delivered no later than **1:00 PM Pacific Time on Wednesday, February 28, 2018** to:

Santa Clarita Valley School Food Services Agency,
 Attn.: Dr. Lynnelle Grumbles
 25210 Anza Drive
 Santa Clarita, CA 91355


Companies interested in proposing should request appropriate documents from Dr. Lynnelle Grumbles at the address listed above, call (661) 295-1574 ext. 103, or online at www.Super-Coop.org.

A **Mandatory Bidders' Conference** for the purpose of acquainting prospective bidders with the unique requirements of the Agency will be held on Tuesday, February 6, 2018, at 10:00 AM-Pacific Time via webinar. The webinar information will be posted at www.Super-Coop.org one week prior to the event.

An addendum will be published on February 9, 2018, by 4:00PM at www.Super-Coop.org.

Proposals will be opened in public at 10:00 AM on Thursday, March 1, 2018, at the Agency office, located at 25210 Anza Drive, Santa Clarita, CA.

The Agency's Board of Directors reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.



Dr. Lynnelle Grumbles, RDN, SNS
 Chief Executive Officer

Santa Clarita Valley School Food Services Agency
25210 Anza Drive, Santa Clarita, CA 91355

**Processed USDA Foods Products and Commercial Equivalents
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For Super Co-Op Member Districts
RFP No. 1801**

Mandatory Bidders' Conference Webinar: February 6, 2018 – 10:00 AM Pacific Time
RFP Submission Deadline: February 28, 2018 1:00 PM Pacific Time
Public RFP Opening: March 1, 2018 – 10:00 AM Pacific Time

Request for Proposals Signature Page

This Request for Proposals (RFP) is for the pricing of end products using USDA Foods as made available by USDA to the State of California and the Super Cooperative and for the commercial equivalent item.

Please bid your lowest prices for the items or services on the attached Information Submission Worksheet. Before bidding, please read the **Provisioning Contract, Instructions and Conditions, and Specifications** and thoroughly acquaint yourself with the project.

Submit all bids in a sealed envelope showing the Company Name, Bid Number, Opening Date, and Opening Time. Bids must reach the Santa Clarita Valley School Food Services Department, Business Services, at the address listed above by the time and date listed above. Follow the Bidder Checklist to assist with ensuring a complete bid package.

A Bidders' Conference for the purpose of acquainting prospective bidders with the unique requirements of the Agency will be held on Tuesday, February 6, 2018 at 10:00 AM-PT via webinar. Webinar information will be posted at www.Super-Coop.org one week prior to the event. **Attendance is required – lack of recorded attendance will constitute bidder disqualification due to non-responsiveness. Questions and answers from the webinar will be published in an Addendum released by 4:00PM on February 9, 2018.**

If further clarification is needed, call Dr. Lynnelle Grumbles at the Santa Clarita Valley School Food Services Agency at (661) 295-1574 x103.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Bidder Name: _____

Signed By: _____

Printed Name of Signor above: _____

Title: _____ Date: _____

Company Name: _____

Mailing Address: _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

E-Mail Address: _____

Santa Clarita Valley School Food Services Agency
25210 Anza Drive, Santa Clarita, CA 91355

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Bidder Checklist (Page 1 of 2)

This checklist is provided as a convenience to assist bidders in ensuring that a complete bid package is returned. It is not represented as being comprehensive and compliance therewith does not relieve the bidder of responsibility for compliance with any bid requirement which may not be mentioned specifically in this checklist. **Original documents are required.** Fax or email documents will not be accepted under any circumstances.

All of the listed items must be returned to constitute a complete bid package. Please **check the box and initial** in the appropriate column to signify compliance. All forms listed available at www.super-coop.org

Check <input checked="" type="checkbox"/>	Initials	Item
<input type="checkbox"/>		A company representative attended the bidders' conference webinar. Enter name of company representative who attended bidders' conference webinar on February 6, 2018: _____
<input type="checkbox"/>		Bidder checklist (this form): All items listed are checked, initialed, signed, and included in the complete bid package <i>Return completed hard copy with initials.</i>
<input type="checkbox"/>		Request for Proposals signature page <i>Return completed hard copy with original signature. Return scanned copy of signed document on data storage device.</i>
<input type="checkbox"/>		Provisioning Contract <i>Return completed hard copy with original signature. Return scanned copy of signed document on data storage device.</i>
<input type="checkbox"/>		Questionnaire <i>Return completed hard copy with original signature. Return scanned copy of signed document on data storage device.</i>
<input type="checkbox"/>		Certification Regarding Debarment, Suspension, Ineligibility <i>Return completed hard copy with original signature</i>
<input type="checkbox"/>		Certification Regarding Lobbying <i>Return completed hard copy with original signature</i>

Bidder Checklist (Page 2 of 2)

Check <input checked="" type="checkbox"/>	Initials	Item
<input type="checkbox"/>		<p>Addendum A: Questions and Answers from Bidders' Conference Webinar This Addendum will be available at www.super-coop.org on February 9, 2018, and must be signed and dated as proof of receipt. <i>Return hard copy of last page with original signature</i></p>
<input type="checkbox"/>		<p>Disclosure of Lobbying Activities <i>Return completed hard copy with original signature</i></p>
<input type="checkbox"/>		<p>Noncollusion Affidavit to be Executed by Bidder and Submitted with Bid <i>Return completed hard copy with original signature</i></p>
<input type="checkbox"/>		<p>Information Submission Worksheet (MS Excel) Form available at www.super-coop.org <i>Return completed hard copy with original signature</i> <i>Return electronic copy on data storage device</i></p>
<input type="checkbox"/>		<p>Valid SEPDS forms for all processed USDA Foods items on bid. <i>Return hard copy <u>and</u> electronic copy on data storage device as indicated below.</i></p>
<input type="checkbox"/>		<p>Data storage device containing completed Information Submission Worksheet in Excel format, valid SEPDS for all processed USDA Foods items submitted, scanned copy of original signed Request for Proposals signature page, scanned copy of original signed Provisioning Contract, and scanned copy of original signed Questionnaire. <i>Return data storage device containing all requested files; data storage device will not be returned to sender.</i></p>

**Santa Clarita Valley School Food Services Agency
Processed USDA Foods Products and Commercial Equivalents
(Market Basket)
For Super Co-Op Member Districts
RFP No. 1801**

The Santa Clarita Valley School Food Services Agency (Agency) is the Lead Agency and the representative for the Super Co-Op, a USDA Foods processing and commercial procurement cooperative. For the 2018-19 school year, the Super Co-Op is comprised of 239 California recipient agencies eligible to receive and process USDA Foods, with a combined average daily participation of over 1.31 million lunches per day, representing over 236,458,812 Total Lunches Served (TLS) per school year, and approximately \$79.2 million in entitlement funding to purchase USDA Foods.

This solicitation requests pricing from USDA Foods processing manufacturers for Super Co-Op Member District purchases through an approved Super Co-Op distributor in California. Award to a manufacturer through this Proposal process does not guarantee the manufacturer will receive raw USDA Foods. Super Co-Op Member Districts indicate their intent to utilize a manufacturer through a survey process and USDA Foods diversions are made pursuant to the results of that survey. Also, diversion of raw USDA Foods to a manufacturer does not guarantee sales; the manufacturer must work with Member Districts to facilitate sales through local Member District procurement solicitations. Prices offered by vendors through this Proposal process are not intended to be used for direct delivery sales. Pass Through Value will only be granted for manufacturers and products awarded by this Proposal.

INSTRUCTIONS AND CONDITIONS

1. **PREPARATION OF RFPs:** RFP's must be submitted in ink or typewritten. Both unit price and extension (where applicable) for all line items must be shown where required on the Information Submission Worksheet. Signatures must be in ink to be considered acceptable. Bid on each item separately. Prices should be stated in units specified herein. All forms must be signed by the prospective vendor. A Bidder Checklist is included (pages 5-6) to assist bidders in ensuring that a complete bid package is returned.
2. **BIDDERS' CONFERENCE:** A Bidders' Conference, for the purpose of acquainting prospective bidders with the unique requirements of the Agency and the Super Co-Op, will be held on February 6, 2018, at 10:00 AM PT via webinar. Webinar information will be posted at www.Super-Coop.org one week prior to the event. **Attendance is required – lack of recorded attendance will constitute bidder disqualification due to non-responsiveness.**
3. **ERRORS AND CORRECTIONS:** No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing the bid. Verify your bids before submission as they cannot be corrected after being opened or withdrawn until after the specified time period has elapsed.
4. **FAILURE TO BID:** If you do not wish to bid on any item, please mark "no bid" on RFP Signature Page, sign and return the bid, otherwise your name may be removed from the bidder's mailing list.

5. **ACCEPTANCE OF PROPOSALS:** This is a Market Basket bid. Awards will be made to multiple vendors, based on the unique requirements of each member of the cooperative, unless otherwise specified on bid form. The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within ninety (90) days after opening of same unless otherwise stipulated.
- a. Each member of the cooperative reserves the right to purchase processed USDA Foods and commercial items from any or all approved vendors. Each member will make decisions based on the member agency's local procurement process.
 - b. Vendors may provide bid pricing on any food items that are USDA Foods end products or are the commercial equivalent of such products to be considered.
 - c. Once the proposals are accepted and awards made, **no new items** and **no new vendors** will be included on the list of approved vendors and approved USDA Foods end products and commercial equivalent items except as in paragraph 5.d. below.
 - d. New products and price decreases will be considered mid-year using an Amendment to this RFP published in approximately November 2018 requesting pricing January 1 – June 30, 2019.
 - e. Pass Through Value will only be granted for manufacturers and products awarded by this Proposal.
6. **USDA FOODS END PRODUCT SALES REPORTS AND SALES VERIFICATION:** The Super Co-Op requires that all vendors receiving an award for USDA Foods diversion of product must submit USDA Foods End Product Sales Reports to the Co-Op Administrator. These reports must be submitted electronically on a daily basis, through a third party clearinghouse (e.g., K12 Foodservice or ProcessorLink) or through a format approved by the Co-Op Administrator. Bids must include the name, phone number, and email address of the person at your company that is responsible for the USDA Foods End Product Sales Report. Also, submit the name of the company that does your USDA Foods End Product Sales Reports if you hire an outside firm to do this work. Submit the name and contact information for the company. Prior to bid award, the Co-Op administrator will contact each USDA Foods End Product Sales Report supplier to affirm that the information is available. Failure to provide USDA Foods End Product Sales Report information will result in the disqualification or termination of the bid award.
- a. Vendor is fully responsible for reporting daily sales updates. These updates can be done through K12 Foodservice, ProcessorLink or a unique tracking system; however, all pertaining data must be in a format to automatically transfer to the Co-Op Administrator.
 - b. Vendor is responsible for all costs for transmitting daily sales updates.
 - c. Vendor is responsible to ensure all contracted distributors selling USDA Foods end products to Super Co-Op member districts transmit sales activity information daily, whether through written contract or other measures.
 - d. On or before August 31, 2019, 2018-19 final carry over pound balances by USDA Foods species will be reported to the Super Co-Op Administrator. This certification of

final balances shall be deemed true and correct and no changes shall be made without written consent from the Agency.

7. **FAILURE TO FULFILL CONTRACT:** When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the Agency may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Directors to be to the best advantage of the Agency. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Directors reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board or Directors, if requested. Failure to fulfill contract may result in bidder disqualification in subsequent year(s) due to non-responsible practices.
8. **BID SIGNATURES:** All proposals must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled. All signatures must be original.
9. **CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS or USDA FOOD PRODUCTS:** The bidder hereby agrees and acknowledges that monies utilized by the Agency and its member districts to purchase the items bid is public money appropriated by the State of California or acquired by the Agency and Districts from similar public sources and is subject to variation. The Agency fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds and/or lack of availability of USDA Foods products.
10. **REQUIRED DELIVERY DATES:** Actual delivery of the USDA Foods end products and commercial equivalent food items shall be coordinated with the Agency or contractor designated by the Agency but shall not exceed the required delivery dates specified on the bid form for each particular product. The Agency, as a matter of bid non-responsiveness, shall reject all bids (regardless of price) that fail to indicate ability to deliver the product within the required time. Upon award of bid, Provisioner shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. Minimum quantities required in order for the Agency and Districts to place orders for needed items must be clearly indicated on the proposal forms.
11. **PAYMENT:** Prompt payment for USDA Foods end products and commercial equivalent food items may be requested after actual delivery of goods to the required destination as outlined in the conditions. Member districts are solely responsible for payment to processors and/or distributors for product ordered and delivered on their behalf.
12. **HOLD HARMLESS:** The vendor shall save, defend, hold harmless and indemnify the Agency and its members against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any

employee, agent, or representative of vendor and/or subcontractor. Refer also to the Provisioning Contract.

13. AWARD OF PROPOSAL: The award of this bid shall be made to all responsive and responsible bidders who meet the terms and conditions of the bid. A bidder must deliver the items within the required delivery date in order to be declared responsive to this bid. Super Co-Op Member Districts will utilize the pricing obtained as a result of this Proposal for delivery through a distributor selected using appropriate procurement methods at the district level. The Agency reserves the right to make no award at all, reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid. Unsolicited services or incentives offered as part of the bid response will NOT be evaluated or considered in the award process.

14. PROPOSAL WITHDRAWAL: Bid proposals may be withdrawn by the bidder prior to the time fixed for opening of the bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the consent of the Agency or bidders recourse to public Contract Code Sections 5100 et. seq.

15. SOLICITATION PROTEST PROCEDURES: Consistent with Board Policy 3311 regarding Bids, bid protests will be conducted as per Administrative Regulation 3311 of the Board Policies, Regulations and Bylaws of the Board of Directors of the Santa Clarita Valley School Food Services Agency as follows:

“A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specifications. A protest must be filed in writing with the CEO or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The CEO or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The CEO or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the CEO or designee's decision to the Board. The CEO or designee shall provide reasonable notice to the bidder of the date and time for Board consideration of the protest. The Board's decision shall be final.

16. WARRANTY/QUALITY: The vendor, manufacturer, or his assigned agent shall guarantee the food products against all defects.

17. PRICING: Prices quoted shall be for all Super Co-Op member districts (Attachment A), utilizing an approved Co-Op distributor.

18. PRICING - TERM OF CONTRACT: Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year beginning on July 1, 2018 through June 30, 2019.

19. FOB: All pricing is **FOB delivered to the Super Co-Op approved USDA Foods distributor(s)**. All freight charges must be included in the bid price. Any minimum delivery amounts must be listed with the bid price. The vendor also may provide plant direct pricing and bracket pricing based on full or partial truckload quantities. Please utilize the “Quantity” columns on the information Submission Worksheet to be clear about

minimum ship quantities to various locations. You may add additional lines as needed to be clear about bracket pricing.

20. MULTI-YEAR EXTENSIONS: Pursuant to California Education Code, Sections 17596 and 81644, this bid may be extended (by mutual consent expressed in writing) for up to two (2) additional one (1) year increments (total potential bid life of three (3) years from Board of Directors award).

21. NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS: The Agency anticipates significant requirements for USDA Foods end products and commercial equivalents. The Agency, however, does not guarantee orders in these amounts nor shall the Agency be required to limit its orders to specific figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for order types, unless specifically allowed on the bid form. Unlimited orders within the term of the contract shall be allowed to the awarding Agency and its members at prices quoted.

22. NON-COLLUSION AFFIDAVIT: Each bidder submitting a proposal shall execute and deliver a non-collusion affidavit in the form attached hereto. Failure to submit such non-collusion affidavit shall be grounds to reject a proposal as non-responsive.

23. “BUY AMERICAN” PROVISION: Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring School Food Authorities to purchase domestically grown and processed foods, to the maximum extent practicable. Pursuant to 7 CFR Part 210.21(d), the definition of domestic commodity or product. In this paragraph (d), the term “domestic commodity or product” means -

(a) An agricultural commodity that is produced in the United States; and

(b) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

It is therefore required that bidders responding to this Request for Proposals indicate whether products offered on this Proposal meet the definition of “domestic commodity or product” as stated immediately above. Indication shall be made in two locations as part of the response to this Proposal:

- (1) Information Submission Worksheet
- (2) Questionnaire (page 15, Question 6.)

24. SUMMARY END PRODUCT DATA SCHEDULES (SEPDS): SEPDS forms for all processed USDA Foods products offered as response to this Proposal shall be submitted as part of a complete Proposal. Vendor agrees to notify SCVSFSA and the Super Co-Op Administrator within 10 days of publication of updated forms.

25. PIGGYBACK CLAUSE: For the term of the Contract and any mutually agreed extensions pursuant to this request for proposal, at the option of the vendor and the Agency, member districts of the Super Co-Op may be added to or subtracted from this Proposal. No additional entities are authorized to piggyback on this Proposal unless specific permission is given in writing by the awarding Agency.

Federal 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, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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 Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) (PDF) found online at the [Filing a Discrimination Complaint](#) as a USDA Customer Web page External link opens in new window or tab. 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
Washington, D.C. 20250-9410;
fax: 202-690-7442; or
email: program.intake@usda.gov.

USDA is an equal opportunity provider.

**Santa Clarita Valley School Food Services Agency
Processed USDA Foods Products and Commercial Equivalents
(Market Basket)
For Super Co-Op Member Districts
RFP No. 1801**

SPECIAL CONDITIONS

1. A Bidders' Conference for the purpose of acquainting prospective bidders with the unique requirements of the Agency will be held on February 6, 2017, at 10:00 AM via webinar. Webinar information will be posted at www.Super-Coop.org one week prior to the event. ***Attendance is required – lack of recorded attendance shall constitute bidder disqualification due to non-responsiveness.*** It is recommended that you attend the webinar at a desktop computer as the attendee will be required to ask questions in writing in the box provided on the screen. Questions and answers from the webinar will be published in "Addendum A," which will be released by 4:00PM on February 10, 2017, at www.super-coop.org. Addendum A must be downloaded, printed, signed, and included with the RFP submission.
2. It is the intent of every Super Co-Op member district to award orders on the basis of quality, price, and delivery performance. However, orders may not be awarded to the lowest bidders irrespective of quality. Santa Clarita Valley School Food Services Agency (Agency) reserves the right to reject any and all Proposals and to waive any irregularities in any Proposal, and to be the sole judge of the suitability of the items offered.
3. Vendors are expected to examine all instructions. Failure to do so will be at the vendor's risk.
4. Vendors must state the requested information on the proposal, in the designated columns of the Information Submission Worksheet. Prices should be stated in units specified. ***Instructions are on the second tab of the Worksheet.***
 - a. Market Basket Worksheet. Complete information requested in the appropriate columns. You may provide pricing on items you wish to be considered by member districts. Pricing on commercial equivalents of USDA Foods end products may be quoted. The Agency is NOT soliciting pricing for commercial only items.
 - b. Required information will be provided in electronic format using the Super Co-Op's information Submission Worksheet template (in Microsoft Excel). Template is available at www.super-coop.org.
 - i. No bidder is allowed to make any additions or changes to the template; however, additional rows may be added as needed to accommodate additional items.
 - ii. Items entered incorrectly will be disallowed from the RFP award. Corrections will NOT be allowed.

5. Raw USDA Foods product shall be sent to the processor in full or partial truckload quantities. Processors will be notified of orders by the State of California and shipment delivery details should be addressed directly to the State Department and/or USDA. USDA Foods may also be held for pickup by the vendor at a site agreed upon by both the Co-Op member agency and the vendor. Shipments may be adjusted throughout the year to meet member district needs.
6. The Agency, acting as Lead Agency for the Super Cooperative, owns all USDA Foods shipments. The vendor is responsible to track USDA Foods end product usage daily. Member districts should be billed directly for USDA Foods end products.
7. Price agreement shall be effective from July 1, 2018 through June 30, 2019.
8. Each vendor must return the following documents as part of a complete bid packet:
 - a. Bidder Checklist, completed hard copy with initials, including name of company representative who attended mandatory bidders' conference webinar.
 - b. Request for Proposals Signature Page, completed hard copy with original signature. Scanned copy of completed form on data storage device.
 - c. Provisioning Contract, completed hard copy with original signature. Scanned copy of completed form on data storage device.
 - d. Questionnaire, completed hard copy with original signature. Scanned copy of completed form on data storage device.
 - e. A fully executed Certification Regarding Debarment, Suspension, Ineligibility form as required by Federal Regulation (7CFR 3017.110), completed hard copy with original signature.
 - f. A fully executed Certification Regarding Lobbying form, as required by U. S. Code Section 1352, Title 31, completed hard copy with original signature.
 - g. A fully executed Certification Regarding Lobbying Activities form as required by Federal Regulation (7CFR 3018.110), completed hard copy with original signature.
 - h. A fully executed Non-collusion Affidavit, as required by California Public Contract Code Section 7106, completed hard copy with original signature.
 - i. Information Submission Worksheet, completed hard copy with original signature, and electronic copy in Microsoft Excel format on data storage device. Signature not required on electronic copy.
 - j. All related valid SEPDS, hard copy and electronic copy on same data storage device.

(Questionnaire – page 3 of 3)

11. USDA Foods End Product Sales Reports and Sales Verification:

Person Responsible _____

Phone Number _____

Email Address _____

If you utilize an outside firm to provide USDA Foods End Product Sales and Sales *Distribution* (Ex. *ProcessorLink, K12 Foodservice*), please provide the following:

Company Name _____

Name of Contact _____

Phone Number _____

Email Address _____

12. Name of Brokerage Company and Contact Person

Northern California - _____

Southern California - _____

If no Broker, name & contact information of company representative to contact for sales questions:

Name: _____

Phone: _____ Email: _____

<p>I certify that the above is true and correct to the best of my knowledge.</p> <p>SIGNED BY: _____ (Original Signature)</p> <p>PRINT NAME: _____</p> <p>TITLE: _____ DATE: _____</p>
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**Santa Clarita Valley School Food Services Agency
Processed USDA Foods Products and Commercial Equivalents
(Market Basket)
For Super Co-Op Member Districts
RFP No. 1801**

PROVISIONING CONTRACT

THIS PROVISIONING CONTRACT (this “**Contract**”) is made and entered into as of this 28th day of February, 2018, by and between _____ (“**Provisioner**”), and the **Santa Clarita Valley School Food Services Agency** (“**Agency**”).

RECITALS

- A. The Agency, on behalf of certain Public School Districts (“**Districts**”) has solicited proposals for the provision and processing of USDA Foods end products and commercial equivalent food products via a Request for Proposals (“**RFP**”), whereby the Agency or Districts may agree to purchase USDA Foods end products and commercial equivalent for the Agency’s or District’s use from the successful bidder(s).
- B. Provisioner are the successful bidders under such request for proposals, and the Agency, Districts and Provisioner hereby desire to set forth their agreement with respect to the sale to the Agency and Districts, and the purchase from Provisioner, of USDA Foods end products and commercial equivalent food products on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provisioner, Agency, and the Districts hereby agree as follows:

- 1. **Provision of Food Products.** Provisioner shall provide to the Agency, from time to time as ordered by the Agency or Districts or their successor or assign (the “**Agency/District Contact Person**”) in accordance with the procedure described in Section 2 below, food products as described in the **Request for Proposals** information attached hereto. Provisioner hereby acknowledges and agrees that the Agency or Districts may deliver to Provisioner, from time to time, and Provisioner shall accept, certain USDA Foods end products obtained by the Agency or Districts under the Federal Food Distribution Program. To the extent that any such Agency and District food products are not needed for the immediate use of the Agency or District, subject to the terms and provisions of Section 3 below, Provisioner shall be permitted to process such Agency or District food products and use the same for sale to third parties in connection with its normal business operations. Provisioner shall make available to every co-op member a product specification sheet about all the submitted products.
- 2. **Delivery of Food Products.** The Agency/District Contact Person shall order food products from time to time for delivery to a Co-Op’s approved distributor with use of a Purchase Order. **Provisioner shall deliver food products of the type, kind and quantity ordered in any such Purchase Order F.O.B. to a point of distribution** designated by the Agency/District Contact Person from time to time. No additional charges other than contracted delivery price (SUPER Co-Op contract with approved distributors) can be added to the total cost of the delivered product.
- 3. **Price.** For USDA Foods end products, the Provisioner shall provide pricing for processed food commodities using any approved USDA system, such as NOI, rebate, fee for service, wing credits, or standard yields.
 - (1) The price shall be per case and the number of servings or units per case shall be as indicated by the Provisioner.

- (2) For commercial equivalent food products, the Provisioner shall provide pricing based on case packaging, catalog, price list, or any other commonly recognized methodology that is standard in the specific industry.
- (3) All quoted prices for USDA Foods end products and commercial equivalent food products are firm and any changes must be approved by the Agency. Any upward price deviations may result in cancelation of this contract.
4. **Rebates.** When rebates are used as Value Pass Through (VPT) method, the provisioner shall rebate the member district directly by check, within 30 days of delivery of the product. If the value of the monthly rebate is less than \$25.00, the provisioner may rebate the member district on a quarterly basis. The provisioner must submit proof of rebate to the Co-Op Administrator by the 10th of the month following the issue of rebate.
5. **USDA Foods End Product Sales Reports and Sales Verification.** The Provisioner receiving an award for USDA Foods diversion of product must submit USDA Foods End Product Sales Reports to the Co-Op Administrator. These reports must be submitted on a daily basis, electronically through a third party clearinghouse (e.g., K12 Foodservice or ProcessorLink) or through a format approved by the Co-Op Administrator. Bids must include the name and phone number and email address of the person in your company that is responsible for the USDA Foods End Product Sales Report. Also, submit the name of company that does your USDA Foods End Product Sales Reports if you hire an outside firm to do this work. Submit the name and contact information for the company. Prior to bid award, the Co-Op administrator will contact each USDA Foods End Product Sales Report supplier to affirm that the information is available. Failure to provide USDA Foods End Product Sales Report information will result in the disqualification or termination of the bid award.
- a. Provisioner is fully responsible for reporting daily sales updates. These updates can be done through K12 Foodservice, ProcessorLink or unique tracking website; however, all pertaining data must be able to be automatically transferred to the Co-Op administrator.
- b. Provisioner is responsible for all costs for transmitting daily sales activity data.
- c. Provisioner is responsible to ensure all contracted distributors selling USDA Foods end products to Super Co-Op member districts transmit sales activity information daily, whether through written contract or other measures.
6. **Summary End Product Data Schedules (SEPDS).** Valid SEPDS forms for all processed USDA Foods products offered as response to this proposal shall be submitted as part of a complete proposal. Provisioner agrees to notify SCVSFSA and the Super Co-Op Administrator within 10 days of publication of updated forms.
7. **Term of Contract.** This contract shall be valid from July 1, 2018 through June 30, 2019. However, upon mutual agreement of Santa Clarita Valley School Food Services Agency and the Provisioner before the end of the contract period, the contract may be continued for an additional school year. The parties may agree each year to continue the contract on a yearly basis for up to a total of three one-year periods, including the 2020-2021 school year. Renewal may NOT include an increase in cost of goods. In the event of a general price decrease, the Agency reserves the right to revoke the bid award unless the decrease is passed on to the Agency and its members. If the contract is continued, new Member Districts may be added and current Member Districts may withdraw from the Super Cooperative. Withdrawing Member Districts shall terminate at the end of the school year (June 30). New districts may be added only by agreement between the Agency and Provisioner. Services to new districts shall commence at the beginning of the new school year (July 1).
8. **Insurance.** Provisioner shall carry and maintain during the entire term of this Contract the following insurance coverage:

- (1) Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate. The policy(ies) so secured and maintained shall include, among other things, coverage for contractual or assumed liability, products liability, and owned, hired and non-owned automobiles insurance and shall be maintained with so self-insured retention;
- (2) Workers' Compensation Insurance in such amounts as may be required by law; and
- (3) Such other insurance as is customarily maintained by large-scale processors and distributors of food products of the type, quality and grade provided for under this Contract.
- (4) Provisioner shall furnish to the Agency certificates of insurance, signed by an authorized representative of the insurance carrier no later than thirty (30) days after the Agency's board's approval of the Contract or prior to the first delivery of food products hereunder, whichever occurs first, which certificates shall be endorsed as follows:
 - i This policy shall not be suspended, cancelled, reduced in coverage or required limits of liability or amounts of insurance or non-renewed until notice has been mailed to the Agency. Date of suspension, cancellation, reduction or non-renewal may not be less than thirty (30) days after the date of mailing such notice. The insurance afforded by this policy is primary and any other insurance carried by the Agency with respect to the matters covered by such policy shall be excess and non-contributing.
 - ii The certificates of insurance and insurance policies required under this Contract shall name the Agency and the other District indemnities named in the Request for Proposals as additional insured. Facsimile or reproduced signatures are not acceptable. If complete and proper insurance certificates as required hereunder are not delivered to the Agency within the time period provided in subsection (4) above, the Agency may declare the Contract unexecuted and void. The Agency reserves the right to require complete certified copies of the required insurance policies.
 - iii The insurance companies providing the insurance required under this Contract shall be subject to the Agency's prior written approval, which shall not be unreasonably withheld.
 - iv If Provisioner fails to purchase and maintain any insurance required under this Section, the Agency may, but shall not be obligated to, upon five (5) days' written notice to Provisioner, purchase such insurance on behalf of Provisioner and shall be entitled to be reimbursed by Provisioner promptly thereafter or deduct the amount of such premiums from amounts otherwise due to Provisioner hereunder. Any amounts expended by the Agency hereunder shall bear interest from the date expended until repaid to the Agency at the rate of ten percent (10%) per annum.

9. Indemnification. Provisioner shall hold harmless, indemnify and defend (with counsel acceptable to the Agency) the Agency, the Districts, their boards, directors, employees, agents and consultants from and against any and all obligations, liabilities, claims, losses, damages, costs and expenses (including attorneys' fees and costs) arising from or in connection with (a) any defects in the food products, (b) Provisioner's conduct or negligent, willful or improper procedures in connection with the discharge of its responsibilities and obligations hereunder (including, without limitation, the processing of food products) or any other negligent behavior or willful misconduct of Provisioner, or (c) any breach or default by Provisioner under this Contract. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.

10. Default Remedies. The delivery of defective products, or the breach of any other term or provision of this Contract by Provisioner, shall constitute a "**Default**" of Provisioner hereunder. Provisioner shall have seven (7) days after delivery of notice of any Default from the Agency to cure any such Default, other than a Default relating to the delivery of defective products. No cure period shall be provided Provisioner with respect to any Default relating to the delivery of defective

products. If Provisioner fails to cure the Default within the aforementioned cure period (or the Default relates to the delivery of defective products for which no cure period applies), the Agency may, without prejudice to any other right or remedy of the Agency, elect to terminate this Contract by delivery of a written termination notice to Provisioner. Immediately upon the delivery of such termination notice, this Contract shall be terminated and all rights and obligations of the parties hereunder, except those that expressly survive the termination of this Contract, shall terminate and be of no further force or effect. In addition to the right to terminate the Contract pursuant in the preceding sentence, the Agency may pursue any other right or remedy that may be available to it at law or in equity, which may include an action for damages measured by all additional costs and expenses incurred by the Agency or the Districts to procure food products from other sources for the remaining term of this Contract (including, without limitation, the difference between the price charged by such other sources for the food products and the price that would have been charged for the same or similar food products hereunder).

11. **Provisions Required by Law.** Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.
12. **Due Authorization.** This Contract is duly authorized, executed and delivered by Provisioner, is the legal, valid and binding obligation of Provisioner enforceable against Provisioner in accordance with its terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally), and does not and will not violate any provisions of any agreement to which Provisioner is a party or may become a party or to which is it subject or may become subject. Each individual and entity executing this Contract hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Contract to the terms and provisions hereof.
13. **Assignment.** Provisioner shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Contract (or any part hereof) without the prior written consent of the Agency, which may be granted or withheld in the Agency's sole and absolute discretion.
14. **Notices.** All notices, requests, demands, consents, instructions or other communications hereunder shall be in writing (which shall include telex, telegram or telecopy) and shall be deemed to have been duly given or made upon transmittal thereof by telex, answer back received, if transmitted on a business day, otherwise on the first business day after transmittal, or on the date of confirmed dispatch if sent by telecopy on a business day, otherwise on the first business day thereafter, or upon the delivery thereof to the telegraph office if sent by telegraph on a business day, otherwise on the first business day thereafter, or three (3) business days after deposit in the mail if sent by certified mail, postage prepaid, return receipt requested, or on the next business day if sent by overnight personal delivery, in each case addressed to the party to which such notice is requested or permitted to be given or made hereunder, at the addresses and facsimile numbers set forth underneath such party's signature line to this Contract, or at such other address and/or facsimile number of which such party shall have notified in writing the party giving such notice. For purpose of this Contract, the term "business day" shall mean a day other than a Saturday, Sunday or any day on which the Agency is authorized or required by law to be closed.
15. **Attorneys' Fees.** In the event of any dispute between the Agency, Districts, and Provisioner pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of

counsel to the parties hereto, 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.

16. Waiver. No action or failure to act by the Agency or any Agency or District representative shall constitute a waiver of a right or duty afforded them under this Contract, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach there under, except as may be specifically agreed in writing.

17. Entire Agreement: Amendments. This Contract and all documents comprising the RFP constitute the entire and integrated agreement between the parties hereto with respect to the matters set forth therein and supersede all prior negotiations, representations or agreements, either written or oral. The documents comprising the RFP are hereby incorporated into this Contract and made a part hereof. The Contract may be amended or modified only by a writing executed by both parties hereto.

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

AGENCY:

Santa Clarita Valley School Food Services Agency

Signature

By: Dr. Lynnelle Grumbles
Print Name

Title: Chief Executive Officer

Address:

Santa Clarita Valley School Food Services Agency
Attn.: Dr. Lynnelle Grumbles
25210 Anza Drive
Santa Clarita, CA 91355
Phone: (661) 295-1574 x103

PROVISIONER:

Provisioner - Company Name

Signature of Authorized agent

By: _____
Print Name of Authorized Agent

Title: _____
Title of Authorized Agent

Mailing Address:

Phone No.: _____

E-mail: _____

Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

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

RFP No.1801

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by 1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and 2) potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

Applicable to Grants, Sub-grants, 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

Names of Food Service or Vendor/Contractor		
Printed Name and Title:	Signature:	Date:

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1.) Type of Federal Action:</p> <p>a. Contract a</p> <p>b. Grant</p> <p>c. Cooperative Agreement</p> <p>d. Loan</p> <p>e. Loan Guarantee</p> <p>f. Loan Insurance</p>	<p>2.) Status of Federal Action:</p> <p>a. Bid/Offer/Application a</p> <p>b. Initial award</p> <p>c. Post-award</p>	<p>3.) Report Type:</p> <p>a. Initial filing a</p> <p>b. Material change</p> <p>FOR MATERIAL CHANGE ONLY:</p> <p>Year: <u> </u> n/a <u> </u> Quarter: <u> </u></p>
<p>4.) Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee</p> <p>Tier <u> </u> if known</p> <p>Congressional District, if known: <u> </u></p>	<p>5.) If Reporting Entity in No.4 is Sub-awardee, Enter Name And Address of Prime:</p> <p>Congressional District, if known: <u> </u></p>	
<p>6.) Federal Department/Agency:</p>	<p>7.) Federal Program Name/Description:</p> <p>CFDA Number, if applicable: <u> </u></p>	
<p>8.) Federal Action Number, if known: <u> </u></p>	<p>9.) Award Amount, if known:</p> <p>\$ <u> </u></p>	
<p>10a) Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>10b) Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11.) Amount of Payment (check all that apply):</p> <p>\$ <u> </u> <input type="checkbox"/> actual <input type="checkbox"/> planned</p> <hr/> <p>13.) Form of Payment (check all that apply):</p> <p><input type="checkbox"/> Cash</p> <p><input type="checkbox"/> In-kind; specify: Nature <u> </u></p> <p style="text-align: right;">Value <u> </u></p>	<p>12.) Type of Payment (check all that apply):</p> <p><input type="checkbox"/> Retainer</p> <p><input type="checkbox"/> One-time Fee</p> <p><input type="checkbox"/> Commission</p> <p><input type="checkbox"/> Contingent Fee</p> <p><input type="checkbox"/> Deferred</p> <p><input type="checkbox"/> Other; specify: <u> </u></p>	
<p>14.) Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:</p> <p><u> </u></p>		
<p>15.) If necessary was a continuation sheet attached for 10a, 10b or 14? <input type="checkbox"/> Yes <input type="checkbox"/> no</p>		
<p>16.) Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <u> </u></p> <p>Print Name: <u> </u></p> <p>Title: <u> </u></p> <p>Telephone No: (<u> </u>) <u> </u></p> <p>Date: <u> </u></p>	
<p>Federal Use Only:</p>		<p>Authorized for local reproduction Standard Form – LLL</p>

**NONCOLLUSION AFFIDAVIT TO BE
EXECUTED BY BIDDER AND SUBMITTED WITH BID**

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

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

(Date)

(Signature)

Santa Clarita Valley School Food Services Agency
25210 Anza Drive, Santa Clarita, CA 91355

Code of Ethics and Conduct for Employees
Engaged in Award and Administration of Contracts

Background

This document is intended to provide guidance to employees of the Santa Clarita Valley School Food Services Agency (SCVSFSA) that are engaged in the award and administration of contracts and other conduct related to procurement of goods and services. 7 CFR 3016.36(b)(3) and 3019.42, require entities receiving federal funds to develop and implement a written code of conduct designed to govern the performance of employees engaged in procurement. SCVSFSA Board Policy 9270 outlines additional conflict of interest requirements under the California Political Reform Act. This document will summarize these requirements and provide guidance for SCVSFSA employees.

SCVSFSA Board Policy

SCVSFSA Board Policy 9270 requires that employee shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect" on one or more of the Board member's or designated employee's "economic interests," unless the effect is indistinguishable from the effect on the public generally or the Board member's or designated employee's participation is legally required. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

Board members, employees, or SCVSFSA consultants shall not be financially interested in any contract made by the Board on behalf of SCVSFSA, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest, the SCVSFSA is barred from entering into the contract. (Government Code 1090; Klistoff v. Superior Court, (2007) 157 Cal.App. 4th 469) Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by SCVSFSA for Board members and designated employees. (Government Code 89506)

Acceptance of Gifts by SCVSFSA Personnel

Employees of the SCVSFSA are prohibited from soliciting gifts, travel packages, and other incentives from current or prospective contractors for personal use.

"Gifts" are considered an item or items purchased specifically for an individual that is not generally offered to other business interests.

Employees shall not expect or accept gifts as a condition for providing services to the Agency.

Employees may not accept gratuities, compensation, or gifts of any kind in excess of \$50.00 per occasion, or \$460.00 per year from any one source, expressly from current or prospective contractors,

for personal use. Any gifts with value of \$50.00 or more shall be immediately reported to the Chief Executive Officer (CEO).

This does not prohibit employees from accepting unsolicited gifts of a nominal value such as promotional items (e.g., calendars, notebooks, pens, or gadgets) that are offered to all as part of their marketing program.

This does not restrict the acceptance of gifts or tokens of minimal value delivered in recognition or appreciation of service from sources other than current or prospective contractors.

Agency staff is expected to exercise sound professional judgement in the acceptance of gifts.

Failure to comply with the above policy shall be brought to the attention of the CEO. Investigation and appropriate disciplinary action will be taken depending on the severity of the violation, in accordance with state and federal Codes.

This policy shall be distributed to designated staff on an annual basis.

Date of Approval: June 16, 2015

Santa Clarita Valley School Food Service Agency
Board of Directors

Attachment A: SY 2108-19 Super Co-Op Member List

Vendor Number	Agency
642100	ABC Unified School District
616300	Acalanes Union High School District
611100	Alameda Unified School District
611200	Albany City Unified School District
757100	Alhambra Unified School District
675900	Alta Loma Elementary School District
651700	Alview-Dairyland Union Elementary School District
669700	Alvord Unified School District
664300	Anaheim Union High School District
616400	Antioch Unified School District
642600	Arcadia Unified School District
638700	Armona Union Elementary School District
752500	Aromas-San Juan Unified School District
656300	Atwater Elementary School District
642700	Azusa Unified School District
642800	Baldwin Park Unified School District
669800	Banning Unified School District
676100	Barstow Unified School District
651800	Bass Lake Joint Union Elementary School District
642900	Bassett Unified School District
676300	Bear Valley Unified School District
669900	Beaumont Unified School District
643000	Bellflower Unified School District
643200	Bonita Unified School District
664400	Brea-Olinda Unified School District
616500	Brentwood Union Elementary School District
713500	Brittan Elementary School District
618300	Buckeye Union Elementary School District
664500	Buena Park Elementary School District
643300	Burbank Unified School District
616600	Byron Union Elementary School District
694000	Campbell Union High School District (New)
755900	Caruthers Elementary School District (New)
611500	Castro Valley Unified School District
739600	Central Unified School District
638800	Central Union Elementary School District
676400	Central School District (New)
710400	Ceres Unified School District
676500	Chaffey Joint Union High School District
643700	Charter Oak Unified School District
676700	Chino Valley Unified School District
651900	Chowchilla Elementary School District

Vendor Number	Agency
652000	Chowchilla Union High School District
643900	Claremont Unified School District
621100	Clovis Unified School District
736700	Coachella Valley Unified School District
621200	Coalinga-Huron Unified School District
754600	Coast Unified School District
676800	Colton Joint Unified School District
734300	Compton Unified School District
638900	Corcoran Joint Unified School District
714900	Corning Union Elementary School District
670300	Corona-Norco Unified School District
680300	Coronado Unified School District
644300	Covina Valley Unified School District
676900	Cucamonga Elementary School District
644400	Culver City Unified School District
694100	Cupertino Union School District
718600	Cutler-Orosi Joint Unified School District
664800	Cypress Elementary School District
755300	Dinuba Unified School District
705300	Dixon Unified School District
644500	Downey Unified School District
644600	Duarte Unified School District
713700	East Nicolaus Joint Union High School District
644800	East Whittier City Elementary School District
645000	El Monte City School District
645100	El Monte Union High School District
645200	El Rancho Unified School District
645300	El Segundo Unified School District
681000	Escondido Union High School District
768300	Exeter Union School District
677100	Fontana Unified School District
621500	Fowler Unified School District
611700	Fremont Unified School District
665000	Fullerton Elementary School District
645500	Garvey Elementary School District
645600	Glendale Unified School District (New)
645700	Glendora Unified School District
752300	Golden Plains Unified School District
755800	Golden Valley Unified School District
C57200	Granada Hills Charter High School
736100	Gustine Unified School District (New)
734400	Hacienda La Puente Unified School District
765600	Hamilton Unified School District
639100	Hanford Elementary School District

Vendor Number	Agency
639200	Hanford High School District (New)
645900	Hawthorne Unified School District (New)
750400	Hesperia Unified School District
711000	Hickman Community Charter School District
674700	Hollister School District
724600	Hueneme Elementary School District
665400	Huntington Beach Union High School District
645900	Inglewood Unified School District (New)
C88900	Inland Leader Charter School (New)
736500	Irvine Unified School District
670900	Jurupa Unified School District
739900	Kerman Unified School District
635200	Kern High School District
660500	King City Union School District
622600	King Canyon Joint Unified School District
639400	Kings River-Hardwick Union Elementary School District
622400	Kingsburg Elementary Charter School District
665600	La Habra City Elementary School District
751700	Lake Elsinore Unified School District
646800	Las Virgenes Unified School District
622800	Laton Joint Unified School District
646900	Lawndale Elementary School District (New)
682000	Lemon Grove School District
639700	Lemoore Union Elementary School District
639800	Lemoore Union High School District
647000	Lennox School District (New)
719900	Lindsay Unified School District
647100	Little Lake City School District
697600	Live Oak Elementary School District
685800	Lodi Unified School District
692200	Lompoc Unified School District
739200	Los Alamitos Unified School District
657500	Los Banos Unified School District
647600	Lowell Joint School District
647700	Lynwood Unified School District
652400	Madera Unified School District
665800	Magnolia Elementary School District
753300	Manhattan Beach Unified School District
714000	Marcum Illinois Union Elementary School District
655300	Mariposa County Unified School District
657600	McSwain Union Elementary School District
751200	Mendota Unified School District
671100	Menifee Union Elementary School District
711600	Modesto City School District (New)
647900	Monrovia Unified School District

Vendor Number	Agency
720000	Monson Sultana Joint Union Elementary School District
660900	Monterey Peninsula Unified School District
739400	Moorpark Unified School District
671200	Moreno Valley Unified School District
695800	Morgan Hill School District
677700	Morongo Unified School District
648100	Mountain View Elementary School District
677800	Mountain View School District
752000	Murrieta Valley Unified School District
682200	National School District
752800	Natomas Unified School District
665900	Newport-Mesa Unified School District
675000	North County Joint Union School District
648400	Norwalk-La Mirada Unified School District
654100	Novato Unified School District
738700	Oak Park Unified School District
666100	Ocean View School District
725200	Ojai Unified School District
103000	Orange County Department of Education
666200	Orange Unified School District
692600	Orcutt Union Elementary School District
678200	Oro Grande Elementary School District
615100	Oroville Union High School District
725300	Oxnard School District
725400	Oxnard Union High School District
697900	Pajaro Valley Unified School District
671700	Palm Springs Unified School District
671800	Palo Verde Unified School District
648600	Palos Verdes Peninsula Unified School District
615300	Paradise Unified School District
623600	Parlier Unified School District
648800	Pasadena Unified School District
754500	Paso Robles Joint Unified School District
671900	Perris Elementary School District
672000	Perris Union High School District
708600	Petaluma Joint Union High School District
639900	Pioneer Union Elementary School District
720400	Pixley Union School District
666400	Placentia-Yorba Linda Unified School District
619500	Placerville Union Elementary School District
727400	Plumas Lake Elementary School District
649000	Pomona Unified School District
755200	Porterville Unified School District
716200	Red Bluff Union Elementary School District

Vendor Number	Agency
678400	Redlands Unified School District (New)
753400	Redondo Beach Unified School District
739300	Reef Sunset Unified School District.
619700	Rescue Union Elementary School District
678500	Rialto Unified School District
754000	Riverdale Joint Unified School District
672100	Riverside Unified School District
672300	Romoland Elementary School District
649300	Rosemead Elementary School District
669200	Roseville Joint Union High School District
734500	Rowland Unified School District
736300	Saddleback Valley Unified School District
661400	Salinas City Elementary School District
675300	San Benito High School District
678700	San Bernardino City Unified School District
752900	San Gabriel Unified School District
674400	San Juan Unified School District
613000	San Lorenzo Unified School District
688000	San Luis Coastal Unified School District
649600	San Marino Unified School District
690300	San Mateo-Foster City School District
654500	San Rafael City Elementary School District
624100	Sanger Unified School District
666700	Santa Ana Unified School District
234300	Santa Clara County Probation Department
407000	Santa Clarita Valley School Food Services Agency (Lead)
698100	Santa Cruz City Elementary School District
691200	Santa Maria-Bonita School District
649800	Santa Monica-Malibu Unified School District
661900	Santa Rita Union School District (New)
624300	Selma Unified School District
752700	Sierra Unified School District
726000	Simi Valley Unified School District
709500	Sonoma Valley Unified School District
683900	South Bay Union School District
650200	South Pasadena Unified School District
690700	South San Francisco Unified School District
650300	South Whittier Elementary School District
684100	Sweetwater Union High School District
751900	Temecula Valley School District
650500	Temple City Unified School District
721900	Terra Bella Union Elementary School District (New)
615400	Thermalito Union Elementary School District
722100	Tipton Elementary School District

Vendor Number	Agency
650600	Torrance Unified School District
754900	Tracy Joint Unified School District
722300	Tulare City School District
722400	Tulare Joint Union High School District
736400	Tustin Unified School District
750600	Upland Unified School District
752400	Val Verde Unified School District
726500	Ventura Unified School District
679300	Victor Valley Union High School District
722500	Visalia Unified School District
684500	Vista Unified School District
734600	Walnut Valley Unified School District
726900	Washington Unified School District
650900	West Covina Unified School District
667400	Westminster School District
651100	Whittier City Elementary School District
651200	Whittier Union High School District
767900	Woodlake Unified School District
	Woodville Union School District (New)
764100	Yosemite Union School District
679500	Yucaipa Calimesa Joint Unified School District