



REQUEST FOR PROPOSAL
FRESH PRODUCE AND SERVICES

#2024/25-001

Wonderful College Prep Academy
2070 Veneto Street
Delano, CA 93215
Kern County

RFP Due: June 10, 2024, 2:00 p.m.

Publication Dates:
May 6 - 15, 2024

Wonderful college prep academy™

May 6, 2024

Dear Prospective Proposer:

Wonderful College Prep Academy ("WCPA") is soliciting cooperative proposals for Fresh Produce and Services. Proposals must be received by **2:00 p.m. on June 10, 2024**. Faxed proposals will not be accepted. Proposals must be submitted by registered mail or dropped off at WCPA's Main Administration Office. Proposals must be submitted in a sealed package clearly labeled as shown below:

REQUEST FOR PROPOSAL #2024/25-001
FRESH PRODUCE AND SERVICES PROPOSAL
ATTN: SENIOR DIRECTOR OF STUDENT HEALTH AND WELLNESS
2070 VENETO STREET
DELANO, CA 93215

Proposal Opening: June 11, 2024

As you prepare your proposal, please know that it is WCPA's intent to award this contract to the responsible and responsive proposer whose proposal is most advantageous to WCPA, with price and other factors considered. WCPA reserves the right to reject any or all proposals or to waive any inconsequential irregularities or informalities in any proposals or in the RFP process. Failure to provide any awarded items, at the prices proposed, may disqualify your company from participating in future RFP's with WCPA.

Please review the General Terms and Conditions and proposal specifications carefully before preparing your proposal. The cost-plus pricing case markup fee for each product must be firm for twelve (12) months beginning July 1, 2024. This contract, if awarded, will be awarded for one (1) year and has an option for renewal for two (2) additional years, provided both parties agree. The total potential contract term is three (3) years.

Proposal documents are available online at the link: <http://tinyurl.com/hpwc76wf> and upon request in the WCPA Main Administration Office. All prospective proposers must notify the Food Services Department via the following link of their intent to submit a proposal to receive changes and addenda: <https://tinyurl.com/mwvrh2eh>. If you have any questions regarding this RFP package, please submit them via the link: <https://tinyurl.com/mwvrh2eh> on or before May 28, 2024 at 5:00 p.m. Any addenda, if needed, will be issued by June 3, 2024. We look forward to receiving your proposal.

Sincerely,



Devinder Kumar

Senior Director of Student Health and Wellness
Wonderful College Prep Academy

**Wonderful College Prep Academy
Fresh Produce and Services RFP #2024/25-001
Schedule of Events**

Action	Date/Time and Location (if applicable)
Release of RFP	May 6, 2024
Advertisement publication dates	May 6-15, 2024
Deadline to submit an intent to propose and invitation request for the pre-proposal conference using the following link: https://tinyurl.com/mwvrh2eh	May 20, 2024, at 11:00 a.m.
Pre-proposal conference	May 23, 2024, at 9:00 a.m. (virtual meeting by invitation)
Deadline for submission of any questions by proposers using the following link: https://tinyurl.com/mwvrh2eh	May 28, 2024, at 5:00 p.m.
Deadline for WCPA to issue addenda to RFP	June 3, 2024
Proposal due date	June 10, 2024, by 2:00 p.m.
Proposal opening date	June 11, 2024
Mandatory online ordering portal demos	June 12-13, 2024
Intent to award letter sent	June 14, 2024
Board meeting – proposal approval	June 20, 2024
Anticipated contract award date and notice of award sent to the successful proposer	June 24, 2024

Wonderful College Prep Academy (“WCPA”) will make every effort to adhere to the schedule. However, WCPA reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at <http://tinyurl.com/hpwc76wf>.

All interested proposers must participate in a mandatory online ordering portal demo. WCPA will reject proposals from proposers that do not participate.

INTRODUCTION:

Wonderful College Prep Academy (“WCPA”) is located in Kern County, California. WCPA’s projected student enrollment for the 2024-2025 school year is approximately 2,400 students for both campuses, Wonderful College Prep Academy (Delano) and Wonderful College Prep Academy – Lost Hills. WCPA is seeking proposals from qualified companies to procure and deliver fresh produce. This RFP defines the program, the products, and the services that are being sought from companies submitting a proposal for this RFP (“Proposers,” and each a “Proposer”) and generally outlines the program requirements.

Objectives - WCPA is seeking to:

1. Ensure that students receive high quality produce.
2. Purchase high quality produce at the best possible price.
3. Offer more produce that is locally grown within two hundred fifty (250) miles of Delano, California.
4. Utilize the expertise of the produce vendor to incorporate produce items that are in season, through maintained vendor communication regarding produce availability and market conditions.
5. Utilize the expertise of the produce vendor to provide training information for the WCPA Food Services Department staff on best practices for purchasing, receiving, storing, and preparing fresh fruits and vegetables.
6. Partner with a produce vendor that will provide excellent customer service.
7. Utilize web-based access for online ordering.
8. Partner with a produce vendor that will provide marketing assistance to increase student consumption of fresh produce.

General Terms and Conditions

General - This information is in addition to any instructions or conditions stated elsewhere in the RFP.

Proposals - To receive consideration, proposals shall be made in accordance with the following instructions.

Cooperative Proposal – The WCPA Food Services Department is soliciting a cooperative Fresh Produce and Services proposal for the following local educational agencies:

- Wonderful College Prep Academy (Delano)
- Wonderful College Prep Academy – Lost Hills

Deadline for Receipt of Proposals - proposals must be received prior to **2:00 p.m. on June 10, 2024**, after which time they will be opened. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. Envelopes containing a proposal must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date and name of proposer and submitted to:

REQUEST FOR PROPOSAL #2024/25-001
FRESH PRODUCE AND SERVICES PROPOSAL
ATTN: SENIOR DIRECTOR OF STUDENT HEALTH AND WELLNESS
2070 VENETO STREET
DELANO, CA 93215

- It is the responsibility of the Proposer to ensure that the proposal is submitted on time and to the authorized agent. Any proposal received after the scheduled closing time for receipt may not be accepted.
- WCPA reserves the right to reject any or all proposals and to waive any inconsequential formality or irregularities in the RFP.
- Proposal documents are available online at the following link: <http://tinyurl.com/hpwc76wf>. Proposal documents are also available upon request in the WCPA Main Administration Office.
- Questions regarding the RFP and/or RFP documents will only be accepted if submitted in writing. Questions can be submitted via the following link: <https://tinyurl.com/mwvrh2eh> by May 28, 2024 at 5 p.m. Responses will be sent to anyone who has submitted notice of their intent to respond.

Proposals: To receive consideration, proposals shall be made in accordance with the following terms:

1. **THE PROPOSAL** - All items in the proposal should be stated in figures and signatures of all individuals must be in longhand. The completed proposal should be without interlineations, alterations, or erasures. Original signatures are required on the proposal. The company representative authorized to sign the proposal and bind the company to all contractual obligations must sign the proposal under the correct firm name. All pages of the proposal must be numbered.
2. **“FAX” RFP’s** - Facsimile copies of RFP’s will not be accepted.
3. **COPIES** - Proposers shall submit one paper copy and one copy in digital format (e.g., USB flash drive).
 - The paper copy must contain the original signature of the individual(s) authorized to bind the Proposer contractually and be labeled “Master Copy”.
 - The copy of the proposal submission in digital format should be on a USB flash drive and should include the Product List as an excel file. The Proposer may also submit an additional copy of the Product List as a PDF.

- The Proposer must ensure the digital copy is complete and inclusive of all materials contained in the paper copy, including any required signatures. If there is an inconsistency between the paper and digital copies, the paper copy will take precedence.
 - The sealed proposal envelopes must be marked legibly with WCPA’s RFP number and title, and WCPA’s name and address.
4. **DEFINITIONS** – Responsible: a requesting party capable of performing successfully under the terms and conditions of the contract. Responsive: a proposal that conforms to all of WCPA’s stated terms and conditions of the RFP.
 5. **MANDATORY ONLINE ORDERING PORTAL DEMO** - The mandatory online ordering portal demo will include a demonstration by each Proposer of each Proposer’s online ordering portal. Proposers must also demonstrate their processes to allow WCPA to verify Proposer’s actual costs, including by demonstrating their manufacturer price lists to confirm the actual costs of each product ordered by WCPA for the cost-plus pricing formula (see General Terms and Conditions #10 – METHOD OF PRICING). Mandatory online ordering portal demos will take place on June 12-13, 2024. WCPA will schedule the time for each online ordering portal demo individually with each Proposer.
 6. **WITHDRAWAL OF PROPOSAL** - Proposals may be withdrawn by the Proposer prior to the time fixed for the opening of the proposals, but may not be withdrawn for a period of sixty (60) days after the opening of the proposals.
 7. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The successful Proposer 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 WCPA.
 8. **NEGOTIATIONS** - A proposal response to any specific item of this RFP with terms such as “negotiable,” “will negotiate” or of similar intent, will be considered as non-responsive to the specific item.
 9. **PRICES** - Prices should be typed and shown as instructed on the product list for each item, in the amount of the quantity specified in the product list. Taxes shall not be included. Errors may be crossed off and corrections made prior to proposal opening only, and must be initialed by the person signing the proposal or Proposer’s authorized representative.

If during the contract period there should be a decrease in prices of the items requested, a corresponding decrease in prices on the balance of the deliveries shall be made to WCPA for as long as the lower prices are in effect, but at no time shall the prices charged WCPA exceed the prices requested. WCPA shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the Proposer to any other school

district or any other state, county, municipal or local governmental agency in Kern County for products listed herein. During the term of the contract, the Proposer shall ensure that all discounts, rebates, and credits received by the Proposer from its suppliers are fully disclosed to WCPA. The Proposer is required to provide documentation to WCPA of any discount, rebate, and other applicable credits, including but not limited to, price reductions due to product promotions, volume purchasing, online ordering or other electronic ordering systems, prompt payment, or any activity that results in lowering the product cost paid by WCPA. WCPA shall receive the benefit of any such discounts, rebates, and credits.

10. **METHOD OF PRICING** - WCPA recognizes that due to current market conditions, product pricing is fluctuating in response to market pressures and trends. WCPA is seeking proposals using a “cost plus” pricing method. Cost plus pricing recognizes the variable market fluctuations to the Proposer while guaranteeing WCPA’s case markup does not fluctuate throughout the year. Price quotations must be based on a cost-plus formula. This will consist of Proposer’s actual cost, as shown on Proposer’s invoice, plus a fixed dollar and cents figure markup, or fee, represented in column “I” (“Fees”) of the attached Product List, which represents what Proposer will charge above Proposer’s actual costs.

The successful Proposer must have processes in place so that WCPA can verify the successful Proposer’s actual costs. WCPA will regularly review the successful Proposers manufacturer price lists to confirm actual costs. To facilitate such review, the successful Proposer shall submit a copy of its manufacturer price lists with the proposal and provide a current manufacturer price list on a monthly basis after the award. The manufacturer price lists must show the cost for each product on the attached Product List, highlighted or excerpted for ease of use, to enable WCPA to confirm pricing.

Notwithstanding the foregoing, Proposer shall provide evidence of its actual costs for the products WCPA purchases as specified below. Unless otherwise required in order for WCPA to comply with government regulation or applicable law, WCPA will be allowed two (2) annual price verifications at Proposer’s premises for purchases made under this Agreement. The price verification will consist of reviewing computer reports documenting Proposer’s calculation of WCPA’s invoice price and verification of Proposer’s landed cost. If requested, applicable supplier invoices and accompanying freight invoices will also be made available. Supplier invoices consist of invoices from third party suppliers or from affiliates, SMS or a specialty company, as applicable. Price verification adjustments, if applicable, will be made utilizing the net of undercharges and overcharges to WCPA. The price verification process is subject to the following:

- a) WCPA must request a price verification in writing as least twenty (20) business days prior to the suggested date of the price verification and must identify not more than fifty (50) items to be price verified and the period covered;

- b) The date and time of price verification must be to the mutual agreement of WCPA and Proposer;
- c) The price verification will be made at Proposer's premises;
- d) Support for the price verification may not be removed from Proposer's premises where the price verification is conducted;
- e) The period for which pricing is to be verified will not begin more than three (3) months prior to the date of the price verification, and will cover only one pricing period; and
- f) In no event will pricing be corrected for more than six (6) months prior to the date of the price verification.

11. ALLOWABLE COSTS – The following provisions are required. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

- a) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the School Food Authority. (7 CFR 210.21(f)(1)(i)).
- b) The Contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or the contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. (7 CFR 210.21(f)(1)(ii)(A)(B)).
- c) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars. (7 CFR 210.21(f)(1)(iii)).

- d) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually. (7 CFR 210.21(f)(1)(iv)).
- e) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract. (7 CFR 210.21(f)(1)(v)).
- f) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department. (7 CFR 210.21(f)(1)(vi)).

12. **TAXES** - Taxes, whether local, state or federal, shall not be included in the proposal price term.

13. **PERFORMANCE GUARANTEE** - The successful Proposer may be required to provide a performance guarantee. Such a requirement shall be at the discretion of WCPA's Superintendent or the Chairperson of WCPA's Board of Directors. A continuous performance bond in the amount of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to WCPA and filed with the Superintendent or Chairperson of the Board of Directors is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable proposal.

14. **BRAND NAME AND NUMBER** - The proposer shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the Proposer is quoting on the exact brand name and number specified in the product list. Should any item for which proposals are requested be patented, or otherwise protected or designated by a particular name of the maker and the Proposer desires to propose on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. WCPA shall have the right to request specifications of the proposed item. Such a substitution shall be accepted only if deemed by the Senior Director of Student Health and Wellness to be equal in all respects to that specified.

15. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** - The successful Proposer shall furnish and deliver the quantities designated on purchase orders based on provided historical data. All materials, supplies or services furnished under the contract shall be in accordance with the RFP specifications and WCPA's sample or the sample furnished by the Proposer and accepted by WCPA. Materials or supplies which, in the opinion of the Senior Director of Student Health and Wellness, are not in accordance and conformity with said specifications and samples shall be rejected and removed from WCPA's premises at the successful 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 cost of the test shall be paid by the successful Proposer. In completing the proposal, the Proposer certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.
16. **WCPA REQUIREMENTS** - The quantity shown is the estimate of consumption for the contract period. The needs of WCPA may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the RFP required during the contract period shall be ordered and purchased from the successful Proposer during such period. WCPA 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. WCPA reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation, or experimental purposes, or for special programs of an emergency nature.
17. **REFERENCES** - Proposer will provide three (3) current references and include three (3) reference letters from customers within Kern County or the state of California for contracts completed in the last three (3) years that are of similar scope and complexity. At least two (2) of the three (3) references provided must be from school districts or charter schools located within California. Failure to include reference letters will impact scoring of the proposal, but will not deem the proposal nonresponsive. The references must include the customer name, address, phone number, email and name of contact person (see the attached References Sheet).
18. **ACCEPTANCE OR REJECTION OF PROPOSALS** - WCPA may purchase an individual item or combination of items, whichever is in the best interest of WCPA, provided also that Proposer may specify that WCPA's acceptance of one item shall be contingent upon WCPA's acceptance of one or more additional items submitted in the same proposal. Proposals shall remain open and valid and subject to acceptance for sixty (60) calendar days after the RFP opening.

19. **PROPOSAL EXCEPTIONS** - All exceptions which are taken in response to this RFP must be stated clearly. The taking of RFP exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the proposal. Allowance of exceptions will be determined by WCPA's Board of Directors, Superintendent, or Senior Director of Student Health and Wellness, whose decisions shall be final. Any RFP exceptions or additional conditions requested after the RFP closure, which are not detailed within the proposal, may result in disqualification of the proposal. No oral modification of any proposal will be considered.
20. **AWARDS** - WCPA reserves the right of determination that items requested meet or do not meet RFP specifications. Further, WCPA's Board of Directors, Superintendent, or Senior Director of Student Health and Wellness reserves the right to accept or reject any or all proposals and to waive any inconsequential informality or irregularities in the proposals.
21. **EXECUTION OF CONTRACT** - Issuance of a purchase order shall be evidence of the contractual agreement between Proposer and WCPA and Proposer's acceptance of these RFP General Terms and Conditions, and instructions.
22. **ORDERS** - Proposer shall offer an online ordering system that will generate confirmation for online orders. As a backup system, Proposer shall have a toll-free/local phone number for WCPA to place orders in the event of an electronic failure. Proposer will have personnel available to make adjustments and handle inquiries by WCPA staff.
23. **DELIVERY** - Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful Proposer shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to WCPA locations as may be specified in the RFP. Each item shall be securely and properly packed and clearly marked as to the contents. All shipments shall be accompanied by a packing slip or invoice.
24. **MATERIAL SAFETY DATA SHEETS** - For all products requiring a Safety Data Sheet - WCPA requires that a Safety Data Sheet accompany orders at the time of delivery.
25. **PIGGYBACK OPTION** - WCPA permits piggybacking on the contract awarded under the RFP. Proposers have the option to accept or decline this piggyback option. WCPA makes no claims or representations about the adequacy or appropriateness of this RFP for the purpose of piggybacking. WCPA has no responsibility or liability for orders made by others.
26. **DEFAULT BY SUCCESSFUL PROPOSER** - WCPA shall hold the successful Proposer responsible for any damage which may be sustained because of failure or neglect to comply with the terms or conditions listed herein, including, but not limited to, substitution of

products without prior consent of WCPA, failure to provide credits within thirty (30) days of credit being due, and/or ongoing technical issues with the online ordering portal. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful Proposer fails or neglects to comply with the terms of the RFP, WCPA may, upon written notice to the successful 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 cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the successful Proposer. The prices paid by WCPA 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 WCPA from the successful Proposer or deducted from any funds due to the successful Proposer.

27. INSURANCE - The successful Proposer must provide a certificate of insurance evidencing the following insurance coverage:

1. Worker's compensation with limits no less than the minimum amount required by applicable law;
2. Comprehensive general liability insurance with per occurrence coverage of \$1,000,000 and \$2,000,000 in the aggregate;
3. Automobile liability insurance covering bodily injury and property damage in an amount of no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired and non-owned vehicles;
4. All policies are to be in effect during the full term of the contract and must name Wonderful College Prep Academy as an additional insured with Proposer's insurance applying on a primary and non-contributory basis.

The successful Proposer will not begin any services under the contract until all required insurance has been provided and certificates indicating coverage have been received. The certificate of insurance for the above shall provide thirty (30) days advance written notice to the Senior Director of Student Health and Wellness regarding cancellation, nonrenewal, or reduction of coverage of any of the above insurance. Failure to furnish such evidence of insurance, if required, may be considered a default by the successful Proposer. WCPA has the right to request a copy of the current certificate of insurance at any time.

28. INVOICES AND PAYMENTS - Invoices shall be submitted under the same firm name as shown on the RFP. The successful Proposer shall list separately any taxes payable by WCPA and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Expenses for each program shall be invoiced separately. WCPA shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized WCPA representative.

29. **STATEMENT** - The successful Proposer shall render bills or statements to Wonderful College Prep Academy, 2070 Veneto Street, Delano, CA 93215. An itemized, numbered invoice showing the Proposer's name, date, quantity, type, prices and extended charges of items purchased, must be furnished at time of delivery, and signed by the Senior Director of Student Health and Wellness or designee. The Proposer's delivery driver shall provide a credit at the time of delivery for all merchandise short on delivery, and damaged or spoiled product necessitating a return, redelivery or reorder. A copy of this credit, priced and extended, shall be mailed with corresponding invoice to WCPA. The successful Proposer shall submit monthly electronic statements to the following name and address:

Devinder Kumar
Devinder.Kumar@wonderfulcollegeprep.org
Wonderful College Prep Academy
2070 Veneto Street
Delano, CA 93215

The Food Services billing cut-off is the twenty-fifth (25th) of each school month, with the exceptions of the months of June and September, which shall be the thirtieth (30th). Please state discount terms for weekly payment. Statements may be submitted weekly for term discount or monthly for no term discount. The monthly statement shall include invoice numbers for all charges. This statement showing the month's purchases shall be received by the Food Services Department by the tenth (10th) of the following month. Payment by WCPA will be made monthly for service satisfactorily performed by the successful Proposer after receipt of properly documented invoices and statements.

30. **VELOCITY REPORT** - WCPA reserves the right to request velocity reports throughout the course of the contract for any and all items ordered. Velocity reports will be delivered via email to better assist inventory tracking.

31. **APPLICABLE 'BUY AMERICAN' PROVISIONS** - The Buy American provisions are found in the regulations of the National School Lunch Program ("NSLP") at 7 CFR 210.21(d) and the School Breakfast Program ("SBP") at 7 CFR 220.16(d). The Buy American provisions of Public Law (PL 100-237) requires non-domestic food costs to be gradually capped at five percent (5%) for total commercial food costs purchased for use in meals served under the NSLP and SBP to include the Child and Adult Food Care Program by school year 2031-2032. The phased approach will be as follows: beginning in school year 2025-2026, the non-domestic food cost cap will be ten percent (10%); beginning in school year 2028-2029, the non-domestic food cost cap will be eight percent (8%); beginning in school year 2031-2032, the non-domestic food cost cap will be five percent (5%). Two situations, which may warrant a waiver to permit purchases of foreign food products, are: 1) the product is listed on the Federal Acquisitions Regulations ("FAR")

25.104 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 2) competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product. A domestic commodity or product is one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. “Substantially using” means over fifty-one percent (51%) of the final processed product consists of agricultural commodities that were grown domestically. This includes foods that are sold to students as a la carte food items.

Actions that schools/sponsors must take to comply with the Buy American requirements are:

- Including the Buy American Provision requirement in food bid specifications, IFBs, RFPs, contracts, purchase orders, and other procurement documents issued.
- Monitoring the contract to ensure that the domestic products solicited are the ones received.
- Maintaining documentation to demonstrate use of one of the two limited exceptions to the Buy American Provision, except when school purchases a food item found on the FAR 25.104.
- Requiring suppliers to provide certification of domestic origin for all food products, from bids and proposals through receipts and invoices.
- Conducting monthly reviews on storage facilities to ensure the domestic products received are the ones solicited for and awarded.
- Asking the supplier for specific information about the percentage of U.S. content in the food product.

32. LOCALLY GROWN AND PRODUCED PRODUCTS - WCPA prefers locally grown products whenever possible and has a goal of procuring, at minimum, forty percent (40%) locally grown and produced. WCPA’s definition of local includes two tiers: 1) grown and produced within a two hundred fifty (250) mile radius from Delano, California, or 2) grown and produced within the state of California. If California or U.S. grown product is not available in sufficient quantities to provide affordability, then only products inspected and approved by USDA are acceptable, and must be approved by the Senior Director of Student Health and Wellness.

33. **FUEL CHARGES** - Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the term of this contract.
34. **MULTI-YEAR EXTENSIONS** - Subject to the provision of pricing terms of the contract, this proposal may be extended (by mutual consent of the parties expressed in writing) for two (2) additional fiscal years. The renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract. The extension may be granted on a year-by-year basis provided that the following conditions are being met:
1. WCPA has deemed the products and services of the successful Proposer satisfactory.
 2. Any price increase must only be as a result of severe industry/market conditions and must be justified and proven by submission of documentation. Proposer may request an annual price adjustment. The request must be submitted in writing, to the Food Services Department, by the last business day in April. The decision of WCPA as to the validity and amount of increase shall be final.
 3. Such a renewal will be made by notifying the Proposer, in writing, thirty (30) days prior to the expiration of the contract.
35. **LIMITATIONS** - WCPA shall not be obligated to accept the lowest priced proposal but will evaluate proposals with the intent of awarding to responsible Proposers. WCPA reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of WCPA. WCPA may take into account the performance of the Proposer with respect to any recent contract(s) with other school districts.
- WCPA, however, reserves the right to reject any one or all proposals, to waive any inconsequential informality or irregularities in the proposals, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the best proposal meeting all the criteria specified in the RFP and is in the best interests of WCPA.
36. **ALL OR NOTHING REQUIREMENT** - The award under this RFP is an “all or nothing award.” The Proposer must propose on every item listed on the Product List or provide a detailed explanation as to why the Proposer cannot propose on the product. Failure to do so will result in Proposer’s proposal being deemed nonresponsive. The only exception is for any products listed on the Product List as “OPTIONAL.” Failure to propose on the items listed as OPTIONAL will not result in Proposer’s proposal being deemed nonresponsive.
37. **AWARD** - WCPA reserves the right to reject any and all proposals without explanation or recourse and to negotiate with Proposers. WCPA further reserves the right to contract

the work with whomever and in whatever manner WCPA decides, to abandon the work entirely, and to waive any inconsequential informality or non-substantive irregularity as the interests of WCPA may require. A proposal submitted in response to this RFP will be administered in the following manner:

1. After the opening of the proposals, a proposal review committee representing WCPA will score the proposals based on the evaluation criteria as stated in this document.
2. The committee may investigate the qualifications of the Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional information and/or evidence of qualifications to perform the services described in the RFP. The proposal review committee shall have the right to inspect the distribution facility or facilities and equipment to be utilized by the Proposer.
3. The committee will make a determination as to the successful Proposer based on the criteria stated herein to ensure WCPA awards the contract to the responsible and responsive Proposer whose proposal is most advantageous to WCPA with price and other factors considered. WCPA will not necessarily accept the lowest price offered.
4. On behalf of WCPA, the Food Services Department will issue an Intent to Award Letter to the successful proposer. The award will be formally made by WCPA's Board of Directors in a timely manner and the successful Proposer will receive a Notice of Award.

38. BASIS OF AWARD - It is the intent of WCPA's Board of Directors to award the contract on the basis of service, quality, local products, price, completeness, delivery, safety, Proposer's ability to provide evidence of actual costs, and general adaptability for school nutrition service use and in accordance with the specifications herein. Parties will be assigned a score based on these criteria. Forty-five percent (45%) based on price; twenty percent (20%) based on service, satisfaction, and previous performance; ten percent (10%) based on quality; five percent (5%) based on local products; five percent (5%) based on Proposer's ability to provide evidence of actual costs through manufacturer price lists; five percent (5%) based on delivery; and ten percent (10%) based on safety record and controls. The contract will be awarded on an all or nothing basis.

1. One Proposer shall be awarded the contract for service between **July 1, 2024 and June 30, 2025**.
2. WCPA reserves the right to reject any or all proposals and to waive any inconsequential formality or irregularity in the proposals.
3. The successful Proposer will be required to enter into a contract with WCPA.

39. PROPOSAL PROTEST PROCEDURES -

- A. **Protest Procedures:** Any Proposer may file a protest. Only those Proposers who have actually submitted a proposal on the project shall have the right to file a protest. The protest shall be received in writing by WCPA's Senior Director of Student Health and Wellness no later than 3:00 p.m. at the conclusion of the fifth (5th) business day following the Intent to Award letter. Untimely protests will not be reviewed by WCPA and will be returned to the Proposer. An email address shall be provided and 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 contain all facts, refer to the specific portion(s) of any document relied upon, and shall include copies of all documents referred to in the protest. Any grounds not set forth specifically 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 pursuant to 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 given an opportunity to rebut the evidence and present evidence that the Proposer should be allowed to perform the work. WCPA will issue a written decision within fifteen (15) business days of receipt of the protest, unless factors beyond WCPA's reasonable control prevent such resolution. The decision on the protest will state the reasons for the actions taken by WCPA and will be copied to all parties involved in the protest.

- D. **Appeal:** If the protesting Proposer or the affected Proposer is not satisfied with the decision, the matter may be appealed to the Superintendent, Chairperson of WCPA's Board of Directors, or their designee, within three (3) business days after receipt of WCPA'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 e-mail for which questions and responses may be provided to:

**Wonderful College Prep Academy
Food Services Department
2070 Veneto Street
Delano, CA 93215**

- E. **Appeal Review and Finality:** The Superintendent, Chairperson of WCPA's Board of Directors, or their designee shall review the decision on the protest from the Senior Director of Student Health and Wellness 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 written decision of the Superintendent, Chairperson of WCPA's Board of Directors, or the hearing officer 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:** WCPA 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, WCPA may choose to shorten the time limits set if written notice is provided to the protesting party. Emailed 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, WCPA may proceed with the award.

- G. **Waiver:** The procedures and time limits set forth in this protest procedure are mandatory and are the sole and exclusive remedy in the event of a protest. 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.

40. PROVISIONS:

- A. **Assignment of Contract** - The Proposer 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 WCPA.

- B. **Binding Effect** - This agreement shall insure to the benefit of and shall be binding upon the Proposer and WCPA 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 RFP shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

- E. **Entire Agreement** - This RFP and all attachments hereto constitute the entire agreement between the parties. There are no understandings, agreements,

representations or warranties, express or implied, not specified in the RFP. The Proposer, by the execution of his/her signature on the proposal, acknowledges that the Proposer has read the RFP, understands it, and agrees to be bound by its terms and conditions.

- F. **Force Majeure Clause** - The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by acts of God, fire, flood, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, facilities by the government, when satisfactory evidence thereof is presented to the other party, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
- G. **Hold Harmless Clause** - The successful Proposer agrees to indemnify, defend and hold harmless WCPA, its Board of Directors, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which WCPA, its officers, agents, and employees may sustain or incur 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 Proposer's agents, employees or subcontractor's performance under the terms of this RFP and all attachments hereto, excepting only liability arising out of the sole negligence of WCPA.
- H. **Prevailing Law** - In the event of any 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 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 in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Kern County, California.
- J. **Permits and Licenses** - The successful Proposer and the successful Proposer's employees and agents shall secure and maintain in force such licenses and permits as are required by law for the term of the awarded contract, in connection with the furnishings of materials, articles or services herein listed. All operations and materials, goods and services shall be in accordance with law.
- K. **Toll Charges** - If it is necessary that WCPA place toll or long distance telephone

calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.) the successful Proposer shall accept charges for such calls on a reverse charge basis.

- L. **Contract Documents** - The complete contract includes the following documents: the advertisement for the RFP, the RFP instructions and terms of conditions, specifications and drawings, if any, the proposal and its acceptance by WCPA, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
- M. **Independent Contractor** - While engaged in carrying out and complying with the terms and conditions of the contract, the Proposer agrees by the Proposer's signature on the proposal that the Proposer is an independent contractor and not an officer, employee or agent of WCPA.
- N. **Anti-discrimination** - WCPA hereby notifies all respondents that WCPA will affirmatively ensure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit responses to this RFP and 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 on consideration for the award. Therefore, the Proposer agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful Proposer agrees to require compliance by all subcontractors.
- O. **Termination of Agreement Without Cause** - This Agreement may be terminated by WCPA upon giving sixty (60) days advance written notice of an intention to terminate. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Proposer shall be entitled to no further compensation or payment of any type from WCPA.
- P. **Cancellation Notice by Proposer** - WCPA requires ninety (90) day notice of cancellation of this agreement by the successful Proposer. Failure or refusal of the successful Proposer to perform or do any act herein required shall constitute default.
- Q. **Interpretation of Proposal Documents** - If any Proposer finds discrepancies in, or omissions from the RFP documents, they may submit to the Senior Director of Student Health and Wellness a written request for clarification via the following

link: <https://tinyurl.com/mwvrh2eh> and the response thereto will be emailed to all Proposers. Corrections will be made by addenda issued to each company that submitted its intent to propose via the following link: <https://tinyurl.com/mwvrh2eh>. WCPA will not be responsible for oral interpretations. All addenda issued shall be incorporated into the RFP.

- R. **Product Shortages** - If the successful proposer is unable to supply any product listed herein, WCPA may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the Proposer listed on the original contract agreement.
- S. **Fingerprinting and Health and Safety Protocols** - The successful Proposer agrees to comply with the provisions of Education Code Section 45125.1. Proposer will conduct a criminal background check of all employees, agents, and representatives assigned to WCPA that will enter the sites and other WCPA facilities for purposes of providing services covered by this proposal during normal WCPA hours (“Proposer Employees”), and will certify in writing that no Proposer Employees who have been convicted of serious or violent felonies as specified will have contact with pupils. WCPA requires that vendors and potential vendors certify their compliance with the California Penal Code Section 626.81, which prohibits anyone required to register as a sex offender under California’s Sex Offender Registration Act from knowingly being on the premises of any school. The Proposer will provide WCPA with a list of employees providing services pursuant to this RFP. In the alternative, Proposer shall agree that all Proposer Employees shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of California Education Code Section 45125.1. The successful Proposer shall also certify that all Proposer Employees are in compliance with California TB risk assessment and clearance requirements per California Education Code Section 49406. All Proposer Employees shall comply with all WCPA COVID-19 safety protocols, which may include showing proof of COVID-19 vaccination and/or a negative COVID-19 test.
- T. **Attorneys’ Fees** – In the event of any dispute between WCPA and Proposer pertaining to this contract or the services or products provided hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover 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 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 the contract.

41. Certifications

- A. The Proposer 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 Proposer shall comply with all applicable standards, orders, or regulations issued, including:
- Section 306 of Clean Air Act (42 U.S.C. 1847(h)): <https://www.govinfo.gov/content/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>.
 - Section 508 of the Clean Water Act (33 U.S.C. 1368); <https://www.govinfo.gov/content/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>.
 - Executive Order 11738; <https://www.archives.gov/federal-register/codification/executive-order/11738.html>.
 - Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15, et seq. (https://www.ecfr.gov/cgi-bin/text-idx?SID=90eaed08f364d21785e2307fa822f1f3&mc=true&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environment violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the Proposer agrees not to use a facility listed on the EPA's List of Violating Facilities.

C. Suspension and Debarment Certifications

The USDA Certification Regarding Debarment must accompany this proposal and each subsequent additional one-year renewal (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

D. Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 CFR Part 3018) must accompany this proposal and each additional one-year renewal (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

E. Energy Policy and Conservation Act

The Proposer shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

<https://www.govinfo.gov/content/pkg/COMPS-845/pdf/COMPS-845.pdf>.

F. Contractor's Certification – Drug Free Workplace

G. Contractor's Certification – Drug and Alcohol Abuse Policy and Smoking Policy

H. Contractor's Certification – Worker's Compensation

I. Clean Air and Water Certification

J. Equal Employment Opportunity

IN WITNESS WHEREOF, this agreement has been duly executed by the below named parties, on the day and year written below.

WONDERFUL COLLEGE PREP ACADEMY

PROPOSER

By: Jorge Aguilar

By: _____

Title: Superintendent

Title: _____

Address:

Wonderful College Prep Academy
2070 Veneto Street
Delano, CA 93215

Address

Phone No.: (661) 721-2887

Phone No.: _____

Date: _____

Date: _____

SAMPLE
Service Level Agreement
Fresh Produce and Services

Below are the details of the service expectations from the successful Proposer upon receiving the award for this RFP. Successful Proposer must understand and agree to the following levels of service if they are to enter into an agreement with Wonderful College Prep Academy (“WCPA”). It is very important that the Proposer understands that WCPA’s Fresh Produce and Services RFP not only includes purchase of products, but includes service/delivery expectations that must be agreed to prior to entering into this Agreement. Proposers shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge.

This Service Level Agreement (“Agreement”) is entered into as of July 1, 2024 (the “Effective Date”) by and between Wonderful College Prep Academy (“WCPA” or “School Food Authority”), on the one hand, and _____ [produce company name] (“Proposer” or “Contractor”), on the other hand, with reference to the following:

WHEREAS, WCPA wishes to procure fresh produce and services for the 2024-25 school year;

WHEREAS, the Food Services Department of WCPA solicited cooperative proposals for the supply of fresh produce and services on behalf of WCPA (Delano) and WCPA Lost Hills through Request for Proposal Number 2024/25-001 (“RFP”);

WHEREAS, WCPA received a proposal from Proposer (“Proposal”) for the 2024-25 Fresh Produce and Services contract, which included the product list as required by the RFP (“Product List”);

WHEREAS, WCPA and Proposer have agreed that Proposer will provide fresh produce and services to WCPA pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Term; Termination:** WCPA hereby engages Proposer to provide fresh produce and services to WCPA, and Proposer accepts such engagement, for a term of one (1) year with the possibility of two (2), one (1) year extensions. This Agreement will be from July 1, 2024 through June 30, 2025. This Agreement may be terminated by WCPA upon giving sixty (60) days advance written notice of an intention to terminate. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Proposer shall be

entitled to no further compensation or payment of any type from WCPA. Failure to meet the specifications of this Agreement shall entitle WCPA to cancel the contract with thirty (30) days' notice.

2. All provisions of the RFP are hereby incorporated by reference. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the RFP.
3. Fresh produce and products specified in the Product List will be purchased from the Proposer. WCPA reserves the right to add or remove products as necessary due to school demand. The price of such items shall be negotiated between WCPA and the Proposer using the same markup as all other existing/awarded products on the Product List and shall be subject to the terms and conditions of this Agreement.
4. All products must follow the specifications indicated. All products must be fresh and U.S. Grade 1 or better unless otherwise specified. All processed fruits and vegetables must be sealed in airtight packaging. 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.
5. 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 and returned for credit or immediate replacement, at no cost to WCPA for product or freight.
6. In the interest of serving the highest quality of produce to students, WCPA requests that the Proposer provide a "Best Served On" date listed on the package for all cut produce purchased that should be delivered to the school site within 48 hours of time of manufacturing. This "Best Served On" date will assist menu planners in placing produce on optimal days of the week to maximize produce freshness. The Proposer shall follow appropriate procedures for the first in, first out (FIFO) stock rotation system.

The Proposer agrees to permit inspection of the delivered items by a representative of WCPA's Food Services Department with the right to reject inferior merchandise. WCPA's decision shall be final, and credits must be provided upon request. All perishable products must be delivered by refrigerated trucks with the temperature of all products continuously held and received by WCPA between 35° and 38° Fahrenheit.

7. HACCP PLAN or FOOD SECURITY AND SAFETY PROGRAM – The Proposer shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the Proposer’s Hazard Analysis Critical Control Point (HACCP) system or Food Safety and Security Program must be submitted with the Proposal. Proposer shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place.
8. Additionally, Proposer shall ensure that all products received under this contract shall be prepared, handled and stored in accordance with the health and sanitation standards for the County of Kern or local/city/county agency in which the product was produced, state of California, and/or the federal government, whichever is higher. In the event of a product contamination issue, Proposer shall provide trace back 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.

9. In the event deliveries are not made, which results in loss of reimbursement funds for WCPA’s meal programs; upon satisfactory agreement between the Proposer and WCPA, WCPA will deduct the total lost reimbursement from the Proposer’s current invoices. The Proposer must guarantee a ninety-five percent (95%) fill rate for all WCPA orders.
10. Quarterly the successful Proposer shall submit a complete listing with usages of all products purchased by WCPA.
11. Any and all products delivered during the period covered by this Agreement shall be only the exact products as requested by WCPA, substitutions will not be allowed without prior approval by WCPA. If the desired product is absolutely not available for any reason, WCPA shall be notified at least two (2) days in advance and WCPA shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of WCPA.

No product will be represented as being in conformance with the specification when such is not the case. Products are on a menu based upon very specific nutritional analysis and a copy of that analysis is on file at WCPA. The Proposer must provide the specified product or an acceptable substitute, as determined by WCPA. If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Proposer shall be required to reimburse WCPA for the full value of all of the identified meals, as determined by the National School Lunch

Program. Financial restitution shall be made within sixty (60) days of written request by WCPA.

12. If a product recall is instituted on an item that has been delivered, the Proposer will immediately notify WCPA within twenty-four (24) hours. The Proposer will be responsible for all costs associated with replacement product, shipping charges, and/or produce credit. If at any time it is determined that the health and/or safety of the students of WCPA are affected by the usage of this product, the Proposer and/or Proposer processor must and will assume full liability.
13. No dark drops. Deliveries must be signed for and all products must be delivered directly into the kitchen. No delivery during school holidays and vacations and no delivery on Saturday or Sunday. (Upon award, the Food Services Department will provide Proposer with school vacation and holiday schedules).
14. WCPA's kitchen is not equipped with a loading dock. Deliveries must be unloaded by the delivery driver and placed into the designated walk-in cooler by the delivery driver. It is advised that all orders be made utilizing a delivery truck equipped with a lift-gate.
15. There shall be no minimums in dollar volume or case counts. WCPA shall not be obligated to purchase or reimburse the Proposer for any inventory of any products should purchases vary from the anticipated purchase patterns or if the agreement expires or is terminated.
16. A duplicate of the signed invoice shall be left at each location at the time of delivery. An itemized monthly statement showing each delivery must be sent to WCPA's Food Services Department. Quantities, item descriptions, unit prices and extended amounts must be shown on each invoice; this shall apply to all credits. The person receiving shall sign invoices and credits.
17. Any information regarding shorted items/orders must be forwarded directly to the Food Services Department prior to delivery at the following phone number: 661-446-5864, Devinder Kumar.
18. Any issues/changes on deliveries or other emergency communications shall be reported directly to the Food Services Department by the Proposer's authorized representative. Contact must be made directly through phone call or email to:

Devinder Kumar at (661) 446-5864, Devinder.Kumar@wonderfulcollegeprep.org

Lorena Lara at (661) 721-2887, Lorena.Lara@wonderfulcollegeprep.org

Ordering/Delivery

The Proposer will partner with WCPA over the term of the this Agreement to procure and deliver fresh produce to WCPA's kitchen sites (as described in Exhibit A attached hereto). Delivery to site must be completed within the designated delivery timeframe; on the designated delivery days as indicated below. WCPA reserves the right to designate an alternate delivery location if the designated site is unable to receive deliveries for any reason. WCPA also reserves the right to revise delivery times as required. Additional product and service requirements are outlined within the RFP.

***Regular deliveries will be Mondays, Wednesdays, and Fridays during the hours of no earlier than 6:00 am and no later than 10:00 am. The delivery window may be restricted during certain days. Any restriction will be communicated to the Proposer. Additional delivery days may be added as needed by WCPA.**

Special Conditions and Instructions

Wonderful College Prep Academy is requesting cooperative proposals for Fresh Produce and Services. Wonderful College Prep Academy (Delano) and Wonderful College Prep Academy – Lost Hills are comprised of two schools with an average enrollment of 2,400 students. **This is a one (1) year RFP with a possibility of two (2), one (1) year extensions.**

This will be an all or nothing award, Proposer must request on all items to be considered responsive.

Quantities are for twelve (12) months, July 1, 2024 through June 30, 2025. This quantity is for information only and is not guaranteed.

1. RFP on-site-to-site deliveries. See Product List submitted with RFP.
2. RFP pricing is to be extended to no more than four (4) decimal points.
3. The Proposer shall provide evidence of its actual costs for the produce WCPA purchases. The Proposer shall submit a copy of its manufacturer price lists with the proposal and provide a current manufacturer price list on a monthly basis after the award (with products listed on the Product Price List excerpted or highlighted). The case markup in the Proposer's response in column "I" ("Fees") of the Product List will remain firm for the full school year of purchases July 1, 2024 through June 30, 2025.
4. Unless otherwise required in order for WCPA to comply with government regulation or applicable law, WCPA will be allowed two (2) annual price verifications at Proposer's premises for purchases made under this Agreement. The price verification will consist of

reviewing computer reports documenting Proposer's calculation of WCPA's invoice price and verification of Proposer's landed cost. If requested, applicable supplier invoices and accompanying freight invoices will also be made available. Supplier invoices consist of invoices from third party suppliers or from affiliates, SMS or a specialty company, as applicable. Price verification adjustments, if applicable, will be made utilizing the net of undercharges and overcharges to WCPA. The price verification process is subject to the following:

- WCPA must request a price verification in writing as least twenty (20) business days prior to the suggested date of the price verification and must identify not more than fifty (50) items to be price verified and the period covered;
 - The date and time of price verification must be to the mutual agreement of WCPA and Proposer;
 - The price verification will be made at Proposer's premises;
 - Support for the price verification may not be removed from Proposer's premises where the price verification is conducted;
 - The period for which pricing is to be verified will not begin more than three (3) months prior to the date of the price verification, and will cover only one pricing period; and
 - In no event will pricing be corrected for more than six (6) months prior to the date of the price verification.
5. All stickers shall be removed from bulk produce before delivery. Only bulk produce without stickers will be accepted. For individually wrapped bulk produce, produce should have the individual wrapping removed before delivery.
 6. Products must adhere to WCPA's produce specifications as noted – all U.S. No. 1 or better grade quality. Price guaranteed except for Acts of God pursuant to Section 40(F) of the RFP General Terms and Conditions.
 7. All products must be grown in the United States with the exception of bananas, pineapples, mangos, and jicama.
 8. No delivery during school holidays and vacations and no delivery on Saturday and Sunday. The Food Services Department will provide to the Proposer the school vacation and holiday schedules.

9. All deliveries are to be placed, dropped/stored in the designated storage area at the school location (as described in Exhibit A attached hereto) during staff working hours. No dark drops.
10. Credits for substandard products. (Exception – no credit to department for damaged or out-of-code products due to fault of customer, i.e., customer’s refrigeration failure).
11. Delivery schedule to be pre-scheduled to coincide with school needs and existing route flow for Proposer’s best reduction of expenses, mileage, and time.
12. WCPA reserves the right to add or remove other products as needed throughout the term of this contract. WCPA may add or remove sites as necessary and in no way will this change, affect, or make void this Agreement.
13. For the piggyback option, refer to Section 25 of the RFP General Terms and Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

WCPA:

Wonderful College Prep Academy

By: _____
 Name: Jorge Aguilar
 Title: Superintendent

PROPOSER:

By: _____
 Name: _____
 Title: _____

Exhibit A

Wonderful College Prep Academy

Delivery Site

School	Street Address	ZIP
Wonderful College Prep Academy (Delano)	2070 Veneto Street, Delano, CA	93215
Wonderful College Prep Academy – Lost Hills	14848 Lamberson Avenue, Lost Hills, CA	93249

PROPOSER QUESTIONNAIRE

Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal. Please be as concise as possible and limit your responses to no more than two pages per question, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.

1. Will you be able to meet the specified delivery timeframe? Yes No
2. Will you be able to provide deliveries as noted to the specified locations? Yes No
3. Please describe how you will communicate ongoing product market updates and information regarding product availability to identify the best priced products.
4. What is the lead time you require for orders?
5. How late can add-ons be added to the next day delivery? Is there a limit on the number of cases that can be added on?
6. What is your procedure for notifying customers of shortages and/or substitutes?
7. Will you be able to provide point/s of contact with whom WCPA can communicate through email and by phone? Yes No
Knowing that point/s of contact can change, please indicate who at this time that contact will be.
8. Can all aspects of the Service Level Agreement as described in this RFP be met?
 Yes No
9. Can you provide your current manufacturer price lists and manufacturer price lists on an ongoing, monthly basis showing your actual costs for each product listed on the Product List (highlighted or excerpted for ease of use)?
 Yes No
10. Please describe your company's cost plus or mark-up cost method of pricing products.
11. What percentage of products sourced within 250 miles of Delano, California, are you able to provide? Please mark one: 40% or more 20-39% 19-1% 0%
12. Can you produce reports to show the percent of local (within 250 miles of Delano, CA) products provided? Yes No

If so, please describe current reporting/tracking mechanisms below and attach report.

If not, are you willing to develop reporting/tracking mechanisms? Yes No

13. How many years has your company been in the Produce business?
14. Which school districts with student populations greater than 2,000 does your company currently serve in Kern County or the state of California?
15. Has your firm resigned or been replaced at the will of a district or charter school during the school year within the last five (5) years? If so, explain.
16. What is the lead time you require for orders that ensures a ninety percent (90%) fill rate?
17. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage.
18. Do you provide web based online ordering (please note, this is a requirement of the RFP)?
 Yes No
19. Do you offer a percentage discount for early payment? Yes No
If yes, please state the terms of the discount.
20. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability?

Name of PROPOSER (Person) Firm or Corporation:

Signature of PROPOSER'S Authorized Representative:

Date of Signing: _____

Print Name and Title of Authorized Representative:

Phone#: _____

Email: _____

EVALUATION CRITERIA

Proposals will be evaluated against the evaluation criteria shown below. “What Proposers Should Submit” indicates what WCPA is asking Proposers to provide with respect to each evaluation criterion. “What We’re Looking For” explains the basis for judging the proposal submittal for the particular evaluation criteria and the points awarded for meeting the criteria. Evaluators may allocate up to the maximum number of points indicated for each criterion for an aggregate maximum total of up to 100 points for firms proposing. WCPA will recommend awarding the contract to the most responsive and responsible Proposer with the highest total proposal score.

<i>Evaluation Criteria</i>	<i>What We’re Looking For & Points Awarded For Meeting Criteria</i>	<i>What Proposers Should Submit</i>	<i>Max. Points</i>
Service & Satisfaction / Previous Performance	<p>Criteria: Proven ability to provide excellent service:</p> <ul style="list-style-type: none"> ● Prompt responses and satisfactory resolution to requests for information and complaints and issues. ● Courtesy and responsiveness to all WCPA personnel at all times. ● Ready access to decision-making executives and assigned point of contact. ● Ongoing market updates and communication regarding product availability to identify best priced products. ● Ease of use of online portal for ordering (demo required). ● Proposer offers complete product list. <p>20 Points: Rated best. 15 Points: Second best. 10 Points: All other responsive RFPs.</p>	<ul style="list-style-type: none"> ● References and reference letters ● Responses to Proposer Questionnaire 	20
Pricing	<p>45 Points: Lowest priced RFP. 40 Points: Second lowest priced RFP. 35 Points: All other responsive RFPs.</p>	<ul style="list-style-type: none"> ● Product List 	45
Local Products	<p>Criteria: Offers locally grown and produced products. WCPA’s definition of local includes two tiers: 1) grown and produced within a two hundred fifty (250) mile radius from Delano, California, or 2) grown and produced within the state of California.</p> <p>5 Points: Rated best. 3 Points: Second best. 2 Points: All other responsive RFPs.</p>	<ul style="list-style-type: none"> ● Responses to Proposer Questionnaire and report 	5
Evidence of Proposer Actual Costs	<p>Criteria: Proposer can provide evidence, in the form of manufacturer price lists, of Proposer’s actual costs for all products listed on the Product List. Products ordered by WCPA must be highlighted or excerpted so that WCPA can confirm pricing (to be demonstrated by Proposer during online ordering portal demo).</p> <p>5 Points: Rated best. 3 Points: Second best. 2 Points: All other responsive RFPs.</p>	<ul style="list-style-type: none"> ● Current manufacturer price lists 	5
Quality	<p>Criteria: High quality produce and other products, if included.</p> <p>10 Points: Rated best. 7 Points: Second best. 5 Points: All other responsive RFPs.</p>	<ul style="list-style-type: none"> ● Current manufacturer price lists 	10

Delivery	<p>Criteria: Ability to deliver within WCPA's designated time/days/locations and positive references of timely and accurate delivery.</p> <p>5 Points: Rated best. 3 Points: Second best. 2 Points: All other responsive RFPs.</p>	<ul style="list-style-type: none"> ● Responses to Proposer Questionnaire ● References and reference letters 	5
Safety Record & Controls	<p>Criteria: Proposer can provide evidence, in the form of a written Food Safety and Security Program <u>OR</u> HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that:</p> <ul style="list-style-type: none"> ● Proposer's staff are properly and regularly trained in current safety procedures. ● Proposer's facilities are regularly inspected by accredited agencies and Proposer's facilities are favorably assessed in those inspections. Proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. ● If needed, Proposer's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. ● Proposing firm can provide evidence that it has a Product Recall Procedure and Pest Control Policy in place. <p>10 Points: Rated best. 7 Points: Second best. 5 Points: All other responsive RFPs.</p>	<ul style="list-style-type: none"> ● HACCP Plan or Food Security and Safety Program ● References and reference letter ● Responses to Proposer Questionnaire 	10
TOTAL POINTS:			100

PRODUCT LIST

PLEASE REFER TO THE ATTACHED EXCEL SHEET SEPARATE FROM THESE RFP INSTRUCTIONS FOR THE PRODUCT LIST. THIS DOCUMENT MUST BE COMPLETED AND TURNED IN WITH YOUR PROPOSAL.

PROPOSER'S STATEMENT REGARDING INSURANCE COVERAGE

(To Be Submitted with Proposal)

PROPOSER HEREBY CERTIFIES that the PROPOSER has reviewed and understands the insurance coverage requirements specified in the Request for Proposal No. 2024/25-001 for Fresh Produce and Services. Refer to page 11, Section 27 of the RFP General Terms and Conditions. Should the PROPOSER be awarded the contract for the work, PROPOSER further certifies that the PROPOSER can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name Wonderful College Prep Academy as an Additional Insured for the work specified.

Name of PROPOSER (Person, Firm, or Corporation)

Signature of PROPOSER's Authorized Representative

Print Name & Title of Authorized Representative

Date of Signing

NON-COLLUSION DECLARATION

(To Be Submitted with Proposal)

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 of 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 proposal.

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

Name of PROPOSER (Person, Firm, or Corporation)

Signature of PROPOSER's Authorized Representative

Print Name & Title of Authorized Representative

Date of Signing

WORKERS' COMPENSATION CERTIFICATE

Labor Code §3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

I am aware of the provisions of §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 section, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all Subcontractors to do the same.

Name of PROPOSER (Person, Firm, or Corporation)

Signature of PROPOSER's Authorized Representative

Print Name & Title of Authorized Representative

Date of Signing

In accordance with Article 5 (commencing at §1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

REFERENCES:

List a minimum of **three (3) references** and include **three (3) reference letters** from customers within Kern County or the state of California for contracts you have completed in the last three (3) years that are of similar scope and complexity. At least two (2) of the three (3) references provided must be from school districts or charter schools located within California.

#1

Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

Telephone Number: _____

#2

Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

Telephone Number: _____

#3

Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

Telephone Number: _____

REQUEST FOR PROPOSAL SIGNATURE PAGE

In compliance with the request for proposals, the undersigned, acting for the firm named, hereby proposes and agrees, if this proposal or part of this proposal is accepted, to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

I certify that I have read the attached RFP #2024/25-001 Fresh Produce and Services and accompanying instructions and that I am authorized to commit the firm to the proposal submitted.

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this proposal are true and correct. 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.

Signature of Authorized Company Representative

Date

Type or Print Name & Title of Authorized Company Representative

Name of Company

Address

City and State

Area Code

Telephone Number

Fax Number

E-mail Address

Company Website

Federal Tax ID Number

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Proposers in primary covered transactions:

- A. The Proposer certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the Proposer is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

Contractor/Company Name

Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their 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 any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. 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.

Organization:

Street address:

City, State, Zip:

Certified by: (type or print)

Title

Signature

Date

Disclosure of Lobbying Activities

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> contract</p> <p><input type="checkbox"/> grant</p> <p><input type="checkbox"/> cooperative agreement loan</p> <p><input type="checkbox"/> loan guarantee</p> <p><input type="checkbox"/> loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> bid/offer/application</p> <p><input type="checkbox"/> initial award</p> <p><input type="checkbox"/> post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> initial filing</p> <p><input type="checkbox"/> material change</p> <p>For material change only: Year <u> </u> Quarter <u> </u> Date of last report <u> </u></p>
<p>4. Name and Address of Reporting Entity:</p> <p><u> </u> Prime <u> </u> Subawardee</p> <p>Tier <u> </u>, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee,</p> <p>Enter Name and Address of Prime:</p> <p>Congressional District, if known:</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:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10a. Name and Address of Lobbying Registrant (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>	

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 (Rev. 7-97)

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

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

EQUAL OPPORTUNITY EMPLOYMENT

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

CERTIFICATE

I/We hereby certify that the

_____ (Company)

is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: _____

CONTRACTOR

By: _____

CONTRACTOR'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 CONTRACTOR 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 substances 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 WCPA 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: _____

CONTRACTOR

By: _____
Signature

**CONTRACTOR'S CERTIFICATE REGARDING
DRUG AND ALCOHOL ABUSE POLICY AND SMOKING POLICY**

The CONTRACTOR agrees that it will abide by and implement WCPA's Drug and Alcohol Abuse Policy and Smoking Policy, which prohibit the use of alcoholic beverages, drugs, and tobacco products, at any time, on WCPA-owned or leased buildings, on WCPA property, and in WCPA vehicles.

DATE: _____

CONTRACTOR

By: _____
Signature

Clean Air and Water Certification

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c) (1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt.

Name of Vendor Company

THE VENDOR AGREES AS FOLLOWS:

- A. 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.
- B. 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.
- C. 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.
- D. 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:

- A. 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).
- B. 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).
- C. 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)).
- D. The term "Clean Air 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).
- E. 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.
- F. 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 Food Service Management Company.

Authorized Representative

Title

Date

FINGERPRINT CLEARANCE CERTIFICATION

Proposer hereby certifies to WCPA's Board of Directors, under penalty of law, that it has completed the background check requirements of California Education Code Section 45125.1 and that none of its employees that may come in contact with WCPA students have been convicted of a violent felony listed in California Penal Code Section 667.5(c) or a serious felony listed in California Penal Code Section 1192.7(c). Proposer hereby certifies to WCPA's Board of Directors compliance with the California Penal Code Section 626.81, which prohibits anyone required to register as a sex offender under California's Sex Offender Registration Act from knowingly being on the premises of any school.

Proposer _____

(Type or Print Complete Legal Name of Company)

By _____
(Signature)

(Date)

Name _____
(Type or Print)

Title _____

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, 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, audiotape, 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) found online at <https://www.usda.gov/oascr/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:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) Fax: 202-690-7442; or
- (3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Proposer Information List

Attention: Devinder Kumar, Food Services Department
RE: RFP #2024/25-001 Fresh Produce and Services

Name: _____

Title: _____

Organization: _____

Street Address: _____

City: _____

State/Zip Code: _____

Work Phone: _____

Fax: _____

Email: _____

If you have any questions, please submit them by May 28, 2024 via the following link:
<https://tinyurl.com/mwvrh2eh>

Proposer's Checklist

Proposer Name: _____

Submit this Proposer's Checklist with your proposal. Failure to submit this checklist with your proposal may deem your proposal non-responsive. For your proposal to be considered, all required documents must be returned, including this checklist. Submit one copy of your proposal in a sealed package.

- Proposer's Checklist (this form)
- Signed RFP Terms and Conditions
- Service Level Agreement
- Special Conditions and Instructions
- Proposer Questionnaire
- Product List (refer to attached excel sheet)
- HACCP Plan or Food Security and Safety Program (including Pest Control Policy and Recall Procedures)
- Current Manufacturer Price Lists
- Proposer's Statement Regarding Insurance Coverage
- Non-Collusion Declaration
- Workers' Compensation Certificate
- Reference Form (complete for three (3) references) **and** Reference Letters (from three (3) customers)
- RFP Signature Page
- California Department of Education Forms
 - Per California Department of Education, Nutrition Services and Food Distribution Division, School Nutrition Programs Unit, the attached forms (Debarment, Suspension, and Other Responsibility Matters, Certification Regarding Lobbying, and Disclosure of Lobbying Activities) must be completed and submitted with this proposal. Proposals received without these forms/certifications will not be considered.
- Equal Opportunity Employment
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Drug and Alcohol Abuse Policy and Smoking Policy
- Clean Air and Water Certification
- Fingerprint Clearance Certification
- Proposer Information Sheet

END OF RFP