

**Agreement for Administrative Services for Super Co-Op
A California USDA Foods Cooperative**

This Agreement is entered into between Gold Star Foods (hereinafter "Vendor") and the **San Mateo-Foster City School District** (hereinafter "District") (collectively the "parties") this 19 day of December, 2019.

This Agreement attaches and incorporates by reference as though fully set forth herein the following documents: **Appendix A: "List of SY2019-20 Member Districts," Appendix B: "Minimum Services Vendor Agrees to Perform," Appendix C: "Charges and Fees," Appendix E: "List of SY2019-20 Approved Distributors," and Appendix E: "Request for Proposal No. CNS-03-20,"** (collectively referred to as the "Agreement"). The following documents shall be attached to this Agreement: Insurance Certificates and Endorsement (See Section 9 of General Conditions Section for Insurance and Endorsement requirements).

RECITALS

WHEREAS, the District as Lead Agency of the SUPER Cooperative has authority to contract for administrative services on behalf of all Recipient Agencies of the SUPER Cooperative and has authority to enter into this Agreement with Vendor.

WHEREAS, the District desires Vendor to perform administrative services (USDA Foods ordering and tracking) for the SUPER Cooperative

WHEREAS, Vendor has submitted a proposal, demonstrated its qualifications and represents itself able and, for a consideration, willing to perform the administrative services for the SUPER Cooperative and

NOW THEREFORE, the parties mutually agree as follows:

DEFINITIONS

As used in this Agreement the following terms are defined as follows:

a. "Lead Agency" means:

The San Mateo-Foster City School District is the Lead Agency for the Super Cooperative as of the date of this Agreement.

The Lead Agency's duties may be conveyed to another Recipient Agency for any reason whatsoever during the duration of this Agreement. This Agreement may be assumed by the new "Lead Agency" and the terms of this Agreement will be fulfilled for the duration of the Agreement period.

b. "Recipient Agency" or "RA" or "Member District" means:

An individual member organization of the Super Cooperative certified to receive USDA commodities for school meals. A list of SY2019-20 Super Cooperative Member Districts is incorporated into this Agreement as **Appendix A.**

c. "Request for Proposal" means:

Request for Proposal No. CNS-03-20
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Request for Proposal No. CNS-03-20 “Administrative Services for Super Co-Op, A California USDA Foods Cooperative” is enclosed with this Agreement as **Appendix D**.

d. “Super Co-Op” means:

The California cooperative consisting of public school agency members for the purpose of obtaining USDA Foods for school nutrition programs.

The Super Co-Op, an unincorporated association, is currently in the process of completing the legal requirements to formally create a joint powers agency, or other legal entity. Upon completion of that process, the District will assign the newly created joint powers agency, or other legal entity, all duties and obligations hereunder.

Following any such assignment, all references to District herein shall be supplanted and replaced with the name of the newly created joint powers agency, or other legal entity.

e. “Approved Distributor” means:

A food distributor approved by the Super Cooperative to deliver USDA Foods product. A list of SY2019-20 Approved Distributors is enclosed with this Agreement as **Appendix E**.

A. TERM OF THE AGREEMENT/ EFFECTIVE DATE OF AGREEMENT

The term of this Agreement shall be for six (6) months (starting January 1, 2020 through June 30, 2020).

The Agreement may be extended upon mutual consent of the District and Vendor for an additional four (4) one-year periods (July 1 – June 30) in accordance with California Education Code section 17596. The total potential bid life is five (5) years from the initial Board of Directors award, to December 31, 2024.

Price increases may be negotiated subject to existing local market conditions, and as determined by the Los Angeles Consumer Price Index (CPI) but may never exceed five percent (5%). An increase may be granted each year on January 1 after the first year, not to exceed the increase in the Consumer Price Index for Los Angeles and Orange Counties for the previous year. The increase will be rounded up to the nearest penny. However, subsequent adjustments will be made on the actual number not the rounded up number.

If this Agreement is continued, new Member Districts may be added and current Member Districts may withdraw from the Super Cooperative. Withdrawing Member Districts shall terminate at the end of the school year (June 30). New Recipient Agencies may be added to the Super Cooperative only by the District’s written approval and shall commence at the beginning of the new school year (July 1).

Subject to Section 1 of the attached General Conditions, the term of this Agreement is also set forth in the approved Board Resolution for services to be provided by Vendor under this Agreement.

Notwithstanding the foregoing, This Agreement shall become effective only upon approval in writing by the District’s Board of Directors, proper execution by the parties and certification by the District Chief Executive Officer as to the availability of funds.

B. SERVICES VENDOR AGREES TO PERFORM

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Vendor agrees to perform the services provided for in the attached **Appendix B, “Services Vendor Agrees to Perform.”** *(Final list to be added upon final agreement. Refer to scope of work and Appendix B for minimum services vendor agrees to perform.)*

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C. COMPENSATION

Compensation to Vendor shall not exceed the amounts detailed in the breakdown of costs and payment schedule associated with this Agreement at **Appendix C, "Charges and Fees."**

Upon receipt of invoice for payment, payments shall be made to the Vendor by District in a reasonable time, in its discretion, that the services, set forth in **Appendix B ("Services Vendor Agrees to Perform")** of this Agreement, have been rendered satisfactorily, and in a professional and timely manner in accordance with this Agreement.

If the District and Vendor mutually agree to increase the scope of work described herein, the compensation may also be increased provided that there is a prior written modification to the Agreement in accordance with *Section 22 ("Modification of Agreement")* of the General Conditions and Board approval authorizing said increases. It shall be the responsibility of the Vendor to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount shall not be compensated.

D. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office as follows:

TO THE SAN MATEO-FOSTER CITY SCHOOL DISTRICT:

LEAD AGENCY	San Mateo-Foster City School District
CONTACT PERSON	Andrew Soliz
CONTACT PERSON TITLE	Director Child Nutrition Services
STREET ADDRESS	1170 Chess Drive
CITY, STATE, ZIP	Foster City, California 94404
TELEPHONE/FAX	(TEL) 650-312-1968 (FAX) 650-638-7009
EMAIL ADDRESS	asoliz@smfc.k12.ca.us

TO THE VENDOR:

VENDOR	Gold Star Foods
CONTACT NAME	
CONTACT TITLE	
STREET ADDRESS	
CITY, STATE, ZIP	
TELEPHONE/FAX	(TEL) (FAX)
EMAIL ADDRESS	

**GENERAL CONDITIONS TO AGREEMENT FOR ADMINISTRATIVE SERVICES WITH THE
SAN MATEO-FOSTER CITY SCHOOL DISTRICT**

1. AVAILABILITY OF FUNDS AND BUDGET AND FISCAL PROVISION AND TERMINATION IN THE EVENT OF NON-APPROPRIATION

- a. This Agreement is subject to the budget and fiscal policies, regulations, and practices of each Recipient Agency, the California Department of Education ("CDE"), and the USDA.
- b. The monies utilized by District and Member Districts to purchase the administrative services described in this Agreement is public money appropriated by the State of California or acquired by the Recipient Agencies from similar public sources and is subject to variation. The District reserves the right to cancel the Agreement at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.
- c. The amount of District's obligation hereunder shall not at any time exceed the amount herein stated.
- d. The District has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- e. This section controls against any and all other provisions of this Agreement.

2. DISALLOWANCE

- a. If Vendor claims or receives payment from District or any Recipient Agency for a service, reimbursement for which is later disallowed by the State of California or United States Government, Vendor shall promptly refund the disallowed amount to the District or Recipient Agency upon the District or Recipient Agency's request. At its option, the District or Recipient Agency may offset the amount disallowed from any payment due or to become due to Vendor under this Agreement or any other Agreement.
- b. By executing this Agreement, Vendor certifies that Vendor is not suspended, debarred or otherwise excluded from participation in federal or state programs. Vendor acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.

3. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES

Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor, consultant, or vendor who submits a false claim shall be liable to the District for three times the amount of damages which the District sustains because of the false claim. A person who commits a false claim shall also be liable to the District for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the District for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim. A person will be deemed to have submitted a false claim to the District if the person:

- a. knowingly presents or causes to be presented to an officer or employee of the District, a false claim for payment or approval;
- b. knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the District;

- c. conspires to defraud the District by getting a false claim allowed or paid by the District;
- d. has possession, custody, or control of public property or money used or to be used by the District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;
- e. is authorized to make or deliver a document certifying receipt of property used or to be used by the District and knowingly makes or delivers a receipt that falsely represents the property used or to be used;
- f. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;
- g. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the District; or
- h. is a beneficiary of an inadvertent submission of a false claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the District within a reasonable time after discovery of the false claim.

4. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

No payment shall in any way lessen the liability of Vendor to remedy or replace unsatisfactory work, service, equipment, or materials, if the unsatisfactory character of such work, service, equipment or materials was not detected at the time of payment. Service, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the District and in such case must be remedied or replaced by Vendor without delay at no additional cost to the District or any Recipient Agency.

5. FAILURE TO FULFILL AGREEMENT

If Vendor fails to deliver any service under this Agreement which does not conform to the District's requirements, the District may, at its sole discretion, annul and set aside this Agreement, either in whole or in part, and make and enter into a new contract for the same services in such manner as seems to the Board of Directors to be to the best advantage of the District. Any failure for furnishing such services by reason of the failure of Vendor, as above stated, shall be a liability against Vendor.

The District Board of Directors reserves the right to cancel any services which the Vender may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Vendor provided satisfactory proof is furnished to the District Board of Directors or its representatives, if requested.

6. QUALIFIED PERSONNEL

Work under this Agreement shall be performed only by competent personnel under the Supervision of and in the employment of Vendor. Vendor shall commit adequate resources to complete the project schedule specified in this Agreement.

7. TAXES

Vendor shall pay all taxes levied in connection with this Agreement, or the services delivered pursuant hereto.

8. INDEPENDENT CONTRACTOR

Vendor or any agent or employee of Vendor shall be deemed at all times to be an independent contractor and not an employee of the District or any Member District. Vendor shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Vendor or its agents and employees. If any governmental authority should, nevertheless, determine that Vendor is an employee, then the SUPER Cooperative Recipient Agencies' payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Vendor and to the applicable governmental authority does not exceed the maximum amount specified in this Agreement under **Appendix C "Charges and Fees"**. Vendor shall refund any amounts necessary to effect such reduction.

9. INSURANCE

a. Without limiting Vendor's liability pursuant to the "Indemnification" section of this Agreement, Vendor shall procure and maintain at its own expense during the full term of this Agreement the following insurance amounts and coverage:

- (1.) Comprehensive General Liability Insurance with limits not less than \$1,000,000.00 (one million dollars) each occurrence combined Single Limit for Bodily Injury and Property Damage.
- (2.) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (3.) Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000.00 (one million dollars) each accident.
- (4.) Professional Liability (E&O) Insurance with limits not less than \$1,000,000.00 (one million dollars) each occurrence and in the aggregate. Coverage must at a minimum apply to negligent Errors and Omissions arising out of professional services, performed under the contract, with any deductible not to exceed \$50,000 each claim.

If any policies are written on a claims-made form, Vendor agrees to maintain such insurance continuously in effect for three years following completion of this Agreement or extend the period for reporting claims for three years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three years following completion of the Agreement.

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- b. The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide the following:
 - (1.) Name as additional insured's the District, its Board of Directors, officers and employees.
 - (2.) That such policies are primary insurance to any other insurance available to the additional insured's, with respect to any claims arising out of this Agreement and that insurances apply separately to each insured against whom claim is made or suit is brought.
- c. All policies shall provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage to the following office:

San Mateo-Foster City School District
Child Nutrition Services
1170 Chess Drive
Foster City, California 94404
- d. If any policies are written on a claims-made form, Vendor agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.
- e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.
- f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- g. Before commencing any operations under this Agreement, Vendor must provide the District with the certificates of insurance, and additional insured policy endorsements and with insurers satisfactory to the District, evidencing all coverage's set forth above, and shall furnish complete copies of policies promptly upon the District 's request.

Vendor also understands and agrees that the Recipient Agencies may withhold payment for services performed for any violations of the insurance provisions of this Agreement.
- h. Approval of the insurance by the District shall not relieve or decrease the liability of Vendor hereunder.

10. INDEMNIFICATION AND HOLD HARMLESS

The Vendor shall indemnify and save harmless the District, it's officers, agents, employees and members of the Board of Directors from any claims, loss, damage, injury and liability of every kind, nature and description including those claims that may at any time arise from any infringement

of any patent right, copyright, trade secret or any other proprietary right or trademark by any of Vendor's officers, employees and/or agents in the performance of this Agreement

With respect to professional services to be provided under this Agreement, the Vendor shall indemnify and hold harmless the District, agents, and employees from and against any and all actions, claims, damages and losses, including attorney's fees that may arise out of Vendor's negligent acts, errors, or omissions caused by the Vendor or any employee, agent, or representative of the vendor.

With respect to claims arising under Vendor's general liability coverage, the Vendor shall indemnify and hold harmless the District, its agents, and employees from and against any actions, claims, damages or loss, including attorney's fees that may arise out of Vendor's activities in the performance of its services under this Agreement.

11. LIABILITY OF DISTRICT

The District is responsible to provide payment for services rendered through this Agreement on behalf of the Member Districts of the Super Cooperative. Payment obligations under this Agreement shall be limited to the payments provided for in ***Appendix C "Charges and Fees,"*** of this Agreement.

The District shall not be liable for any special consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

12. DEFAULT; REMEDIES

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

- (1.) Vendor fails or refuses to perform or observe any term, covenant or condition contained in this Agreement.
- (2.) Unsatisfactory service.
- (3.) Any act by Vendor exposing the District to liability to others for personal injury or property damage.
- (4.) Any reason determined to be detrimental to the health and welfare of students and school personnel.
- (5.) Vendor (A) is generally not paying debts as they become due, (B) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (C) makes an assignment for the benefit of its creditors, (D) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Vendor or of any substantial part of Vendor's property, (E) takes action for the purpose of any of the foregoing, or (F) is the subject of any order of a court or government authority related to the Federal Bankruptcy Act.

b. On and after any Event of Default, the District shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, District

shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Vendor any Event of Default; Vendor shall pay to the District on demand all costs and expenses incurred by the District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The District shall have the right to offset from any amounts due to Vendor under this Agreement or any other agreement between District and Vendor all damages, losses, costs, or expenses incurred by the District as a result of such Event of Default due from Vendor pursuant to the terms of this Agreement.

- c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules, regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

13. TERMINATION FOR CONVENIENCE

- a. It is expressly understood and agreed that in the event the Vendor or District fails to perform its obligations under this Agreement, this Agreement shall be terminated and all the Vendor's and District's rights hereunder ended. Termination shall be upon thirty (30) days written notice to the defaulting party, and no work will be undertaken by Vendor after receipt of the notice. In the event this Agreement is terminated by the District pursuant to this paragraph; the Vendor shall be paid for services performed up to the date of termination.
- b. It is further understood and agreed that the District may terminate this Agreement for the Super Cooperative's convenience and without cause at any time by giving the Vendor thirty (30) days written notice of such termination. In such an instance, the Vendor shall be entitled to compensation for services performed up to the effective date of termination.
- c. Upon receipt of written notice that this Agreement is terminated, the Vendor will submit an invoice to the District for an amount that represents the value of services actually performed up to the date of termination for which the Vendor has not previously been compensated as per paragraph 4 above. Upon approval and payment of this invoice by the Recipient Agencies, the Recipient Agencies shall be under no further obligation to the Vendor, monetarily or otherwise.

14. CONFLICT OF INTEREST

Vendor understands and certifies that it does not know of any facts which constitute a violation of the California Political Reform Act, which states in part: "[N]o public official at any level of state or local government shall make, participate in making or in any way attempt to use its official position to influence a governmental decision in which he/she knows or has reason to know he/she has a financial interest." (California Government Code Section 87100 et seq.)

15. PROPRIETARY INFORMATION OF DISTRICT AND SUPER COOPERATIVE RECIPIENT AGENCIES

The Vendor understands and agrees that, in its performance under this Agreement or in contemplation thereof, the Vendor may have access to private or confidential information which may be owned or controlled by the District, Super Cooperative Member Districts, and/or Approved Distributors, and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District, Member Districts, its employees or

students, or Approved Distributors. The Vendor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Vendor to civil liability. Consequently, Vendor agrees that all information disclosed by the District, Member Districts, and/or Approved Distributors to the Vendor shall be held in confidence and used only in performance of the Agreement. The Vendor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

16. OWNERSHIP OF THE RESULTS

Any interest of the Vendor in studies, reports, memoranda, computation sheets or other documents prepared by the Vendor in connection with services to be performed under this Agreement shall become the property of and will be transmitted to the District. However, the Vendor may retain and use copies for reference and as documentation of its experience and capabilities, but only to the extent Vendor's use does not violate Section 18 of this Agreement.

17. AUDIT AND INSPECTION OF RECORDS

The Vendor agrees to maintain and make available to District and each Super Cooperative Member District accurate books and accounting records relative to its activities under this Agreement. The Vendor will permit the District and each Super Cooperative Recipient Agency to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Vendor shall maintain such data and records in an accessible location and condition for a period of not less than three years after a final payment under this Agreement or until after final audit has been completed, whichever is later.

18. SUBCONTRACTING

The Vendor is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement unless such subcontracting is agreed to in writing by the Lead Agency and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any party and shall be void.

If a subcontract is approved by the Lead Agency it does not release the Vendor from any responsibilities toward the Super Cooperative.

19. ASSIGNMENT

It is understood and agreed that the services to be performed by the Vendor are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by the Vendor without the prior written consent of the District. Specifically, if the Vendor is either sold or acquired by another entity during the term of this contract, Vendor cannot assign either the Agreement nor any duties or obligations hereunder without the prior written consent of the District. The Super USDA Foods Cooperative is currently an unincorporated association. Should Super Co-Op change its legal entity status for any reason whatsoever during the duration of this contract, the agreement may be assumed by the new "legal entity" and the terms of the contract will be fulfilled for the duration of the contract period.

20. NON DISCRIMINATION

Vendor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

21. WAIVER

Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

22. MODIFICATION OF AGREEMENT

The parties may amend this Agreement in writing by mutual consent. Changes, including any increase or decrease in the amount of the Vendor's compensation, shall only be effective upon the execution of a duly authorized written amendment to this Agreement and approval by the District Board of Directors.

23. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Vendor acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a vendor, must be accessible to the disabled public. Vendor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Vendor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Vendor, its employees, agents or assigns will constitute a material breach of this Agreement.

24. COMPLIANCE WITH LAWS

Vendor shall keep itself fully informed of the applicable state and federal law affecting the performance of this Agreement, and shall at all times comply with such laws as they may be amended from time to time.

25. GOVERNING LAW; VENUE

This Agreement shall be governed by the laws of the State of California. The venue for all litigation relative to this Agreement shall be San Mateo County.

26. SECTION HEADINGS

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

27. INTERPRETATION

The parties do not intend that the presumptions of laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Agreement or any document or instrument executed in connection herewith, and therefore waive their effects.

28. ENTIRE AGREEMENT

The entire Agreement between the parties is included herein and no warranties, expressed or implied, representations, promises, or statements have been made by either party unless

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endorsed herein in writing, and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this Agreement.

29. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS

- a. Original copies of this Agreement shall be executed by the respective party's authorized signatory(ies).
- b. However, in some cases where an emergency situation arises or to expedite processes, a fax copy or copy of the contract with any revisions appropriately initialed may serve as the original contract.
- c. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

30. SEVERABILITY

If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written per Board Action #: _____ approved on December 19, 2019.

Gold Star Foods, Inc.		San Mateo-Foster City School District	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	

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Appendix A: Super Co-Op Member Districts by Region

REGION 1	REGION 3	REGION 3 - CONTINUED
BRITTAN SCHOOL DISTRICT	ALVIEW DAIRYLAND UNION SCHOOL DISTRICT	SELMA UNIFIED SCHOOL DISTRICT
BUCKEYE UNION SCHOOL DISTRICT	ARMONA UNION ELEMENTARY SCHOOL DIST	SIERRA UNIFIED SCHOOL DISTRICT
CORNING UNION ELEMENTARY SCHOOL DIST	ATWATER UNIFIED SCHOOL DISTRICT	TIPTON ELEMENTARY SCHOOL DISTRICT
EAST NICOLAUS JOINT UNION HSD	Caruthers Unified School District	TULARE CITY SCHOOL DISTRICT
HAMILTON UNIFIED SCHOOL DISTRICT	CENTRAL UNIFIED SCHOOL	TULARE JOINT UNIFIED SCHOOL DISTRICT
LODI UNIFIED SCHOOL DISTRICT	CENTRAL UNION SCHOOL DISTRICT	VISALIA UNIFIED SCHOOL DISTRICT
MARCUM-ILLINOIS UNION SCHOOL DISTRICT	CERES UNIFIED SCHOOL DIST	WEAVER UNION ELEMENTARY SCHOOL DISTRICT
NATOMAS UNIFIED SCHOOL DISTRICT	CHOWCHILLA ELEM SCHOOL DISTRICT	WEST PARK ELEMENTARY SCHOOL DISTRICT
OROVILLE UNION HIGH SCHOOL DISTRICT	CHOWCHILLA UNION SCHOOL DISTRICT	WOODLAKE PUBLIC SCHOOLS
PARADISE UNIFIED SCHOOL DISTRICT	CLOVIS UNIFIED SCHOOL DISTRICT	Woodville Union Elementary School District
PLUMAS LAKE ELEMENTARY SCHOOL DIST	COALINGA-HURON UNIFIED SCHOOL DISTRICT	REGION 4
RED BLUFF ELEMENTARY SCHOOL DISTRICT	CORCORAN UNIFIED SCHOOL DISTRICT	COAST UNIFIED SCHOOL DISTRICT
RESCUE UNION SCHOOL DISTRICT	CUTLER-OROSI SCHOOL DISTRICT	GRANADA HILLS CHARTER SCHOOL
ROSEVILLE JOINT UNION HIGH S D	DINUBA UNIFIED SCHOOL DISTRICT	HUENEME ELEMENTARY SCHOOL DISTRICT
SAN JUAN UNIFIED SCHOOL DISTRICT	EXETER UNIFIED SCHOOL DISTRICT	LAS VIRGENES UNIFIED SCHOOL DISTRICT
THERMALITO UNION SCHOOL DISTRICT	FOWLER UNIFIED SCHOOL DISTRICT	LOMPOC UNIFIED SCHOOL DISTRICT
WASHINGTON UNIFIED SCHOOL DISTRICT	GOLDEN PLAINS UNIFIED	MOORPARK SCHOOL DISTRICT
REGION 2	GOLDEN VALLEY UNIFIED SCHOOL DISTRICT	OAK PARK UNIFIED SCHOOL DISTRICT
ACALANES UNION HIGH SCHOOL DISTRICT	Gustine Unified School District	OJAI UNIFIED SCHOOL DISTRICT
ALAMEDA UNIFIED SCHOOL DISTRICT	HANFORD ELEMENTARY SCHOOL DISTRICT	ORCUTT UNIFIED SCHOOL DISTRICT
ANTIOCH UNIFIED SCHOOL DISTRICT	HANFORD JOINT UNION HIGH SCHOOL DIST	OXNARD ELEMENTARY SCHOOL DISTRICT
AROMAS SAN JUAN UNIFIED SCHOOL DISTRICT	KERMAN UNIFIED SCHOOL DISTRICT	OXNARD UNION HIGH SCHOOL DISTRICT
BRENTWOOD UNION SCHOOL DISTRICT	KERN HIGH SCHOOL DISTRICT	PASO ROBLES JOINT UNIFIED HIGH SCHOOL DIST
Campbell Union High School District	KING CITY UNION SCHOOLS	SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
CASTRO VALLEY UNIFIED SCHOOL DISTRICT	KINGS CANYON UNIFIED SCHOOL DISTRICT	SANTA CLARITA VALLEY SCHOOL DISTRICT
COUNTY OF SANTA CLARA	KINGS RIVER HARDWICK SCHOOL DISTRICT	SANTA MARIA BONITA ELEMENTARY
CUPERTINO UNION SCHOOL DISTRICT	KINGSBURG JOINT UNION SD	SIMI VALLEY UNIFIED SCHOOL DISTRICT
FREMONT UNIFIED SCHOOL DISTRICT	LATON JOINT UNIFIED SCHOOL DISTRICT	VAUGHN NEXT CENTURY CENTER
HOLLISTER SCHOOL DISTRICT	LEMOORE UNION ELEMENTARY SCH DIST	VENTURA UNIFIED SCHOOL DISTRICT
LIVE OAK ELEMENTARY SD	LEMOORE UNION HIGH SCHOOL DISTRICT	REGION 5
MONTEREY PENINSULA UNIFIED SCHOOL DIST	LINDSAY UNIFIED SCHOOL DISTRICT	BELLFLOWER UNIFIED SCHOOL DISTRICT
MORGAN HILL UNIFIED SCHOOL DISTRICT	LOS BANOS UNIFIED SCHOOL DISTRICT	COMPTON UNIFIED SCHOOL DISTRICT
NORTH COUNTY JOINT UNIFIED SCHOOL DIST	MADERA UNIFIED SCHOOL DISTRICT	CULVER CITY UNIFIED SCHOOL DISTRICT
NOVATO UNIFIED SCHOOL DISTRICT	MARIPOSA SCHOOL DISTRICT	EL SEGUNDO UNIFIED SCHOOL DISTRICT
PAJARO VALLEY UNIFIED SCHOOL DISTRICT	MC SWAIN ELEMENTARY SCHOOL DISTRICT	HAWTHORNE SCHOOL DISTRICT
SALINAS CITY ELEMENTARY SCHOOL DISTRICT	MENDOTA UNIFIED SCHOOL DISTRICT	Inglewood Unified School District
SAN BENITO HIGH SCHOOL DISTRICT	Modesto City Elementary School District	Lawndale Elementary School District
SAN LORENZO UNIFIED SCHOOL DISTRICT	MONSON-SULTANA JOINT UNION ELEMENTARY	Lennox School District
SAN MATEO-FOSTER CITY SCHOOL DISTRICT	PARLIER UNIFIED SCHOOL DISTRICT	LYNWOOD UNIFIED SCHOOL DISTRICT
SAN RAFAEL CITY ELEMENTARY SCHOOL DIST	PIONEER UNION ELEMENTARY	MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
SANTA CRUZ CITY ELEM SCHOOL DISTRICT	PIXLEY UNION SCHOOL DISTRICT	PALOS VERDES UNIFIED SCHOOL DISTRICT
Santa Rita Union School District	PORTERVILLE UNIFIED SCHOOL DISTRICT	REDONDO BEACH UNIFIED SCHOOL DISTRICT
SONOMA VALLEY UNIFIED SCHOOL DISTRICT	REEF-SUNSET UNIFIED SCHOOL DISTRICT	SANTA MONICA-MALIBU UNIFIED SCHOOL DIST
SOUTH SAN FRANCISCO SCHOOL DISTRICT	RIVERDALE JOINT UNIFIED SCHOOL DISTRICT	TORRANCE UNIFIED SCHOOL DISTRICT
	SANGER UNIFIED SCHOOL DISTRICT	

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Appendix A: Super Co-Op Member Districts by Region – continued

REGION 6	REGION 7	REGION 8 - CONTINUED
ALHAMBRA SCHOOL DISTRICT	ABC UNIFIED SCHOOL DISTRICT	CHINO VALLEY UNIFIED SCHOOL DISTRICT
ARCADIA UNIFIED SCHOOL DISTRICT	ANAHEIM UNION HIGH SCHOOL DISTRICT	CLAREMONT UNIFIED SCHOOL DISTRICT
AZUSA UNIFIED SCHOOL DISTRICT	BREA OLINDA UNIFIED SCHOOL DISTRICT	COLTON JOINT UNIFIED SCHOOL DISTRICT
BALDWIN PARK UNIFIED SCHOOL DISTRICT	BUENA PARK UNIFIED SCHOOL DISTRICT	CORONA NORCO UNIFIED SCHOOL DISTRICT
BASSETT UNIFIED SCHOOL DISTRICT	CYPRESS UNIFIED SCHOOL DISTRICT	CUCAMONGA ELEMENTARY SCHOOL DISTRICT
BURBANK UNIFIED SCHOOL DISTRICT	DOWNEY UNIFIED SCHOOL DISTRICT	FONTANA UNIFIED SCHOOL DISTRICT
CHARTER OAK UNIFIED SCHOOL DISTRICT	EAST WHITTIER CITY SCHOOL DISTRICT	JURUPA UNIFIED SCHOOL DISTRICT
COVINA VALLEY SCHOOL DISTRICT	EL RANCHO UNIFIED SCHOOL DISTRICT	MORENO VALLEY UNIFIED SCHOOL DISTRICT
DUARTE UNIFIED SCHOOL DISTRICT	FULLERTON SCHOOL DISTRICT	MOUNTAIN VIEW SCHOOL DISTRICT
EL MONTE CITY ELEMENTARY SCHOOL DISTRICT	HUNTINGTON BEACH UNION HIGH SCHOOL DIST	POMONA UNIFIED SCHOOL DISTRICT
EL MONTE UNION HIGH SCHOOL DISTRICT	IRVINE UNIFIED SCHOOL DISTRICT	RIALTO UNIFIED SCHOOL DISTRICT
GARVEY ELEM SCHOOL DISTRICT	LA HABRA CITY SCHOOL DISTRICT	RIVERSIDE UNIFIED SCHOOL DISTRICT
Glendale Unified School District	LITTLE LAKE CITY SCHOOL DISTRICT	SAN BERNARDINO CITY UNIFIED SCHOOL DIST
GLENDORA UNIFIED SCHOOL DISTRICT	LOS ALAMITOS UNIFIED SCHOOL DISTRICT	UPLAND UNIFIED SCHOOL DISTRICT
HACIENDA-LA PUENTE UNIFIED SCHOOL DISTRICT	LOWELL JOINT SCHOOL DISTRICT	VAL VERDE UNIFIED SCHOOL DISTRICT
MONROVIA UNIFIED SCHOOL DISTRICT	MAGNOLIA SCHOOL DISTRICT	REGION 9
MOUNTAIN VIEW ELEMENTARY SCHOOL DIST	NEWPORT MESA UNIFIED SCHOOL DISTRICT	BANNING UNIFIED SCHOOL DISTRICT
PASADENA UNIFIED SCHOOL DISTRICT	NORWALK LA MIRADA UNIFIED SCHOOL DIST	BARSTOW UNIFIED SCHOOL DISTRICT
ROSEMEAD SCHOOL DISTRICT	OCEAN VIEW SCHOOL DISTRICT	BEAR VALLEY UNIFIED SCHOOL
ROWLAND UNIFIED SCHOOL DISTRICT	ORANGE COUNTY DEPARTMENT OF EDUCATION	BEAUMONT UNIFIED SCHOOL DISTRICT
SAN GABRIEL SCHOOL DISTRICT	ORANGE UNIFIED SCHOOL DISTRICT	COACHELLA VALLEY UNIFIED SCHOOL DISTRICT
SAN MARINO UNIFIED SCHOOL DISTRICT	PLACENTIA YORBA LINDA SCHOOL DISTRICT	CORONADO UNIFIED SCHOOL DISTRICT
SOUTH PASADENA UNIFIED SCHOOL DISTRICT	SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT	DESERT SANDS UNIFIED SCHOOL DISTRICT
TEMPLE CITY UNIFIED SCHOOL DISTRICT	SANTA ANA UNIFIED SCHOOL DISTRICT	ESCONDIDO UNION HIGH SCHOOL DISTRICT
WEST COVINA UNIFIED SCHOOL DISTRICT	SOUTH WHITTIER SCHOOL DISTRICT	HESPERIA SCHOOL DISTRICT
	TUSTIN UNIFIED SCHOOL DISTRICT	Inland Leaders Charter School
	WALNUT VALLEY UNIFIED SCHOOL DISTRICT	LAKE ELSINORE UNIFIED SCHOOL DISTRICT
	WESTMINSTER SCHOOL DISTRICT	LEMON GROVE UNIFIED SCHOOL DISTRICT
	WHITTIER CITY SCHOOL DISTRICT	MENIFEE UNION SCHOOL DISTRICT
	WHITTIER UNION HIGH SCHOOL DISTRICT	MORONGO UNIFIED SCHOOL DISTRICT
	REGION 8	MURRIETA VALLEY USD
	ADELANTO ELEMENTARY SCHOOL DISTRICT	NATIONAL SCHOOL DISTRICT
	ALTA LOMA SCHOOL DISTRICT	ORO GRANDE SCHOOL DISTRICT
	ALVORD UNIFIED SCHOOL DISTRICT	PALM SPRINGS UNIFIED SCHOOL DISTRICT
	BONITA UNIFIED SCHOOL DISTRICT	PALO VERDE UNIFIED SCHOOL DISTRICT
	Central Elementary School District	PERRIS ELEMENTARY SCHOOL DISTRICT
	CHAFFEY JOINT HIGH SCHOOL DISTRICT	PERRIS UNION HIGH SCHOOL DISTRICT
		Redlands Unified School District
		ROMOLAND SCHOOL DISTRICT
		SOUTH BAY UNION SCHOOL DISTRICT
		SWEETWATER UNION HIGH SCHOOL DISTRICT
REGIONAL GROUP LEAD		TEMECULA VALLEY UNIFIED SCHOOL DISTRICT
CO-OP LEAD DISTRICT		VICTOR VALLEY UNION HIGH SCHOOL DISTRICT
		VISTA UNIFIED SCHOOL DISTRICT
		YUCAIPA-CALIMESA JOINT UNIFIED SCHOOL DIST

Appendix B: Minimum Services Vendor Agrees to Perform

1. The contracted work shall include:
 - a) Calculating each co-op member's fair share of commodities and keep track of remaining balances using a perpetual inventory system.
 - b) Coordinate an online pre-planning process for USDA Foods orders, consolidating orders into full and partial truckload quantities.
 - c) Make recommendations to the Lead Agency for Direct Delivery and manufacturer processing diversions.
 - d) Place orders for all USDA Foods through Web Based Supply Chain Management (WBSCM) system or through dedicated personnel at the California Department of Education (CDE) Nutrition Services Division, Food Distribution Program.
 - e) Promptly inform members about USDA offerings, coordinate data collection/orders, re-cap, and place orders as needed.
 - f) Track all deliveries of USDA Foods, compare invoices from the CDE to actual receipts from the USDA Foods Direct Delivery Distributor of Contract, contracted processing manufacturers, and Member Districts. Investigate and mitigate discrepancies and report to the Lead Agency for payment.
 - g) Track all the incoming USDA Foods Direct Delivery items, compare them against the original orders and inform the members about any discrepancies.
 - h) Verify and post USDA Foods transfers with manufacturers.
 - i) Monitor and validate all available balances of USDA Foods stored with manufacturers.
 - j) Investigate failed sales transactions and mitigate problems as needed.
 - k) Inform each member of remaining balances in FMV dollars on a daily basis.
 - l) Provide at least one designated individual to furnish customer service member districts, manufacturers, and interested individuals regarding Co-Op business.
 - m) Monitor frequency of distributor sales reporting to sales transaction verification agencies such as K12 Foodservice and ProcessorLink.
 - n) Access reports with manufacturer processing sales verification agencies, and receive sales information from several manufacturers who maintain proprietary sales information systems.
 - o) Assist with coordination and administration of two annual meetings and food shows for Super Co-Op members.
 - p) Provide advocacy regarding Co-Op business with various manufacturers, CDE, USDA, and other interested parties.
 - q) Keep informed about state and federal regulations pertaining to USDA Foods management and inform the Lead Agency and Governing Council as needed.
 - r) Assist with Member District education program.
 - s) Participate in regular (typically bi-monthly) Governing Council meetings.
 - t) Participate in regular meetings with the Lead Agency.
2. Develop, host, and manage a website with both public and protected information available through passcode to Member Districts, distributors, and manufacturers. The information provided shall be updated on a daily basis and include, at a minimum, the following:
 - a) Current entitlement share balances by Direct Delivery, Processing, DoD Produce, and USDA Pilot Project for Unprocessed Fruits and Vegetables, and adjustments to each balance.
 - b) Reports of purchases and delivered product via Direct Delivery, Processing, DoD Produce, and USDA Pilot Project for Unprocessed Fruits and Vegetables.
 - c) Reports of USDA Foods Direct Delivery on order.

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- d) Current available balances at approved manufacturers. The Super Co-Op operates single balances with all manufacturers except large bird chicken manufacturers.
 - e) Contact information for customer service.
 - f) Processed USDA Foods RFP pricing.
 - g) Buy, sell, and trade page for USDA Direct Delivery Foods.
 - h) Business updates, webinars, and other information
 - i) Current SEPDS for all approved manufacturers
 - j) Information shall be archived for a minimum of four school years, cleared each year on June 30, but available via report by school year to Member Districts for audit purposes.
- 3. Provide reports for the Lead Agency including, but not limited to:
 - a) Current entitlement by district by entitlement category,
 - b) Pounds and value of USDA Foods on hand by manufacturer, by species, including beginning balance and expected loads,
 - c) Frequency of distributor reporting.
 - 4. During the 2019-20 School Year, the following approximate volumes of information were processed by the Administrator:
 - a) During peak periods, approximately 10,000 sales transactions per day,
 - b) 800 truckloads of USDA Direct Delivery,
 - c) 1,100 truckloads diverted to manufacturers.
 - 5. Collect all USDA Foods State Administrative Fees from Member Districts and forward to the Lead Agency in a timely fashion for payment to the CDE.
 - 6. Provide Lead Agency with detailed monthly invoice for services rendered under this contract no later than the fifteenth (15th) day of the month following delivery of services.
 - 7. Contact Member Districts to assure Annual Food Distribution Program Contract Packets are completed before the due date.
 - 8. Distribute annual Super Co-Op renewal agreements and collect completed agreements from all returning Member Districts.
 - 9. Notify Member Districts of important information as needed and distribute communications from the Lead Agency.
 - 10. Retain all pertinent records regarding all the proceedings in connection with Super Co-op activities. These records must be readily accessible to all Super Co-op members for audit purposes.
 - 11. A list of SY2019-20 Member Districts is attached to this Request for Proposal as **Appendix A**.

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Appendix C: Charges and Fees

Activity	Monthly Cost
Administration and Staffing	
Super Co-Op Website Interface and Gold Star Foods Website for Brown Box Inventory Management	
Data Transfer	
Annual Training 3 Webinar Trainings Annually (1 hour each) 5 In-Person Regional Trainings Annually (6 hours each)	
General Technology Programming, Enhancements, and Maintenance	
Total Monthly Cost	\$15,000

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Appendix D: List of SY2019-20 Approved Distributors

Gold Star Foods
KB Foods Distribution Inc.
School Lunch Products
Shamrock Foods
Sunrise Produce Co.
Swift Produce
SYSCO - Central California
SYSCO - Riverside
SYSCO - Sacramento
SYSCO - San Diego
SYSCO - San Francisco
SYSCO - Ventura
Valley Food Service

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San Mateo-Foster City School District
Attn.: Andrew Soliz, Director of Child Nutrition Services
1170 Chess Drive
Foster City, CA 94404

Issue Date: October 11, 2019
Mandatory Respondents Conference: 10:00 AM, October 30, 2019
Due Date/Time: 1:00 PM, November 14, 2019
Finalist Presentation Date: November 19, 2019, by appointment
Expected Award Date: December 19, 2019
Start Date of Contracted Work: January 1, 2020
There will be no public opening of proposals.

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A California USDA Foods Cooperative

To: San Mateo County Times

Attn: Legal Notices

Phone: (408) 920-5332

This legal notice is to be published on the following dates:

FIRST PUBLICATION: October 21, 2019

SECOND PUBLICATION: October 28, 2019

NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Trustees for the San Mateo-Foster City School District, Foster City, CA (San Mateo County), will receive Request for Proposal No. CNS-03-20 for the procurement of the following:

Administrative Services for Super Co-Op, a California USDA Foods Cooperative

Sealed proposals must be delivered to the San Mateo-Foster City School District, Attn.: Child Nutrition Services, 1170 Chess Drive, Foster City, CA 94404 no later 1:00 PM, November 14, 2019. There will be additional requirements for proposal presentations for top candidates. Proposals received later than the designated time and specified date will be returned unopened. Original documents shall be submitted; no email, fax, or phone proposals will be accepted.

Interested parties should request documents from Andrew Soliz, MBA, SNS at the address listed above or email at asoliz@smfc.k12.ca.us. Mr. Soliz may be reached at (650) 312-1968.

A mandatory Respondents Conference for the purpose of acquainting prospective respondents with the unique requirements of the District will be held at 10:00AM on October 30, 2019 in the Bowditch Room at the District office address noted above. Recorded attendance is required in order to be qualified to submit a proposal.

The District's Board of Trustees reserves the right to reject any and all proposals, to be the sole judge of suitability of proposals, and to waive any informality in proposals received. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. In no event will the District be responsible for the cost of preparing a response to this RFP. All Respondents will be responsible for obtaining any addendums or revisions to the project which will be posted in the same manner as the RFP documents.

Andrew Soliz, MBA, SNS
Director, Child Nutrition Services

Respondent's Checklist

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

All of the listed items must be returned to constitute a complete proposal.

Check ✓	Item to Return	Page(s)
	Request for Proposal Signature Page	4
	Questionnaire	13
	Proposal Worksheet	14
	References	15
	Noncollusion Declaration	29
	Certification Regarding Debarment, Suspension, Ineligibility	30
	Certification Regarding Lobbying	32
	Disclosure of Lobbying Activities	33-34
	Amendments and/or Addendums In the case that amendments or addendums are released regarding this Request for Proposals, carefully follow instructions on each document regarding required return.	

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Request for Proposal Signature Page

This Request for Proposal (RFP) is for Administrative Services for the Super Co-Op, a USDA Foods cooperative in the state of California. The Administrator works as an independent contractor to coordinate all aspects of USDA Foods ordering and delivery; entitlement management; manufacturer pounds balance tracking; collection of state fees; website development, hosting, and management; and advocating on behalf of Member Districts.

Please submit your proposal for the services on the attached Proposal Worksheet. Before responding, please read the Instructions and Conditions, Scope of Work, and Sample Service Agreement to thoroughly acquaint yourself with the project.

Submit all Proposals in a sealed envelope showing the Company Name, RFP Number, Opening Date, and Opening Time. Proposals must reach the San Mateo-Foster City School District Child Nutrition Services Department, at 1170 Chess Drive, Foster City, CA 94404, by 1:00PM, November 14, 2019. Follow the Respondent Checklist to assist with ensuring a complete Proposal.

A mandatory Respondents Conference for the purpose of acquainting prospective respondents with the unique requirements of the District will be held on October 30, 2019 at 10:00 AM at the San Mateo-Foster City School District Bowditch Room at 1170 Chess Drive, San Mateo, CA, 94404. **Attendance is required – lack of recorded attendance will constitute respondent disqualification.**

If further clarification is needed, call Andrew Soliz at the San Mateo-Foster City School District Child Nutrition Services Department at (650) 312-1968.

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor.	
Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Email Address	
Complete Mailing Address	
City, State, Zip	
Phone Number	
Fax Number	
Date	

Instructions and Conditions

The San Mateo-Foster City School District (District) will consider Proposals from responsive and responsible vendors interested in providing Administrative Services for the Super Co-Op, a California USDA Foods Cooperative.

The Super Co-Op is a USDA Foods cooperative operating in California since 2001. Membership for SY2019-20 is 235 districts with an \$85.5 million USDA Foods entitlement based on an estimated 235.9 million lunches served annually. It is the largest USDA Foods group in the nation. The San Mateo-Foster City School District is the lead agency for the Super Co-Op and has authority to conduct business transactions on behalf of the Member Districts of the Cooperative.

The Super Co-Op is soliciting Proposals from interested parties to provide Administrative Services for the Co-Op. The ***Scope of Work*** section of this document outlines the specific expectations of the successful proposer. In general, the Administrator works as an independent contractor to coordinate all aspects of USDA Foods ordering and delivery; entitlement management; manufacturer pounds balance tracking; collection of state fees; website development, hosting, and management; and advocating on behalf of Member Districts.

1. PREPARATION OF PROPOSALS

- A. A complete proposal will contain all of the following items:
 - a. Request for Proposal Signature Page
 - b. Questionnaire
 - c. Proposal Worksheet
 - d. References
 - e. Noncollusion Affidavit
 - f. Certification regarding Debarment, Suspension, Ineligibility
 - g. Certification Regarding Lobbying
 - h. Disclosure of Lobbying Activities
 - i. Amendments and/or Addendums, if released

Additional pages may be added as necessary to best depict your proposal for services.

- B. Proposals must be submitted in ink or typewritten.
- C. All information requested shall be entered in the appropriate space(s) on the Proposal Worksheet. Additional pages may be added as necessary to convey information.
- D. Both unit price and extension (where applicable) for all line items must be shown and stated in the units specified.
- E. Signatures on proposals must be in original ink.
- F. No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing proposal.
- G. Proposals must be delivered to the San Mateo-Foster City School District, Child Nutrition Services Department, 1170 Chess Drive, Foster City, CA 94404, no later than 1:00 PM on November 14, 2019.
- H. It is the respondent's responsibility to ensure that their proposal is delivered on time to the proper location.
- I. Complete proposals must be submitted by the closing date and time specified in order to be considered.
- J. Proposals received after the closing date and time will be returned unopened.

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- K. Proposals shall be submitted in a sealed envelope with the Request for Proposals (RFP) number, title, and due date visible on the outside of the envelope.
- L. Original documents shall be submitted; no email, fax, or phone bids will be accepted.
- M. Prices shall remain open and valid for sixty (60) days after the closing date. Prices are considered accurate as written and cannot be changed or withdrawn after the proposal is opened.
- N. Upon submission of proposal documents, all such documents shall become the property of the Agency.
- O. Verify your proposals before submission as they cannot be withdrawn or corrected after being opened or withdrawn after the specified time period has elapsed.
- P. Any information not specifically requested will not be considered in the award.

2. FULL OPPORTUNITY

The District hereby affirms that Disadvantaged Business Enterprises (DBE), Small Local Business Enterprises (SLBE), Small Emerging Local Business Enterprises (SELBE), Disables Veterans Business Enterprises (DVBE), and minority and women business enterprises shall be afforded full opportunity to submit proposals in response to this RFP and that no respondent will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise subjected to discrimination in any consideration leading to the award of contract.

3. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity responding to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process or the award of the contract(s) with any member of the District's governing board ("Board"), or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the entity submitting a proposal.

4. LIMITATIONS

The award of a contract, if at all, is at the sole discretion of the District. The District shall in no event be responsible for the cost of preparing a response to this RFP. The proposals, and any other supporting materials submitted to the District in response to this RFP, will not be returned and will become the property of the District unless portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals shall be held confidential by the District and shall not be subject to disclosure in accordance with the parameters of the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an agreement, or (2) the District has rejected all proposals. Furthermore, the District will have no liability to the Respondent or any other party as a result of any public disclosure of any proposal.

5. AWARD

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Awards will be made to a single vendor. The District, in its sole discretion, reserves the right to:

- Accept or reject any and all proposal submissions;
- Contract with any responding entity, in whatever manner the District decides; and/or
- Waive any informality or non-substantive irregularity, not affect by law, as the interests of the District may require.

This RFP is not an offer by the District to contract with any party responding to this RFP. This RFP does not commit the District to select any entity and the District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. In no event will the District be responsible for any costs or expenses incurred in preparing and submitting responses to this RFP.

The District reserves the right to add additional vendors for consideration after receipt of submittals if it is found to be in the best interest of the District. All decisions concerning firm selection will be made in the best interests of the District.

Following the receipt of Proposals, candidates shall be evaluated based on the following rubric:

Criteria	Maximum Points
Experience and capabilities with child nutrition programs and/or cooperative purchasing groups	30
Evidence of Responsibility	30
Cost	40
Total	100

At a minimum, the three highest ranked candidates shall be invited to provide a 30 minute presentation to the members of the Super Co-Op Governing Council, detailing their qualifications, proposed activities, and abilities to perform as Proposed.

The District reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal. In particular, the District anticipates that the contract ultimately executed will be entered into between the vendor and the joint powers agency, or other legal entity, that Super Co-Op is currently in the process of creating. It is anticipated that Super Co-Op will complete the legal requirements to create the new legal entity before the award of contract.

6. FAILURE TO FULFILL CONTRACT

When any vendor shall fail to deliver any product or service or shall deliver any product or service which does not conform to the District's requirements, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Directors to be to the best advantage of the San Mateo-Foster City School District. Any failure for furnishing such

products or services by reason of the failure of the vendor, as above stated, shall be a liability against such vendor. The Board of Directors reserves the right to cancel any products or services which the successful respondent may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the respondent provided satisfactory proof is furnished to the Board of Directors or its representatives, if requested.

7. PROPOSAL SIGNATURES

All proposals must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the vendor to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

8. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS

The respondent hereby agrees and acknowledges that monies utilized by the District to purchase the items described in this proposal is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

9. HOLD HARMLESS

The vendor shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent or willful acts or omissions of vendor, or any employee, agent, or representative of the vendor. The vendor will have no authority to enter into contracts that bind or create obligations on the part of the Lead Agency.

10. PRICING - TERM OF CONTRACT

Minimum contract term is for six (6) months. Quoted prices must stay in effect for one year after award of Proposal and may be extended upon mutual consent of District and vendor for an additional four (4) one year periods from July 1 – June 30 in accordance with provisions contained in the Education Code, Sections 17596 (K-12). Price increases may be negotiated subject to existing local market conditions, and as determined by the Los Angeles Consumer Price Index (CPI), but may never exceed five percent (5%). An increase may be granted each year on January 1 after the first year based on the Consumer Price Index for Los Angeles County for the previous year. The increase will be rounded up to the nearest penny however subsequent adjustments will be made on the actual number not the rounded up number. In the event of a general price decrease the District reserves the right to revoke the award unless the decrease is passed on to the District.

11. CERTIFICATIONS

Each respondent must return with this proposal a fully executed Suspension and Debarment Certification as required by Federal Regulation. (7CFR 3017.110), a fully executed Certification Regarding Lobbying and Disclosure of Lobbying Activities forms as required by Federal Regulation. (7CFR 3018.110) (Attached).

12. NON-COLLUSION AFFIDAVIT

Each Respondent must return with this proposal a fully executed Non-Collusion Affidavit, as required by Public Contract Section 7106. (Attached)

13. CONTRACT CONVEYENCE

The current “Lead Agency” for the Super USDA Foods Cooperative is the San Mateo-Foster City School District, the District of Contract. Should the duties of “Lead Agency” be conveyed to another Member District for any reason whatsoever during the duration of this contract, by mutual consent of both parties involved in the contract, the agreement may be assumed by the new “Lead Agency” and the terms of the contract will be fulfilled for the duration of the contract period. The Super USDA Foods Cooperative is currently an unincorporated association. Should Super Co-Op change its legal entity status for any reason whatsoever during the duration of this contract, the agreement may be assumed by the new “legal entity” and the terms of the contract will be fulfilled for the duration of the contract period.

14. SUBCONTRACTING

The Vendor must notify in writing the Super Cooperative Lead Agency about any intent to subcontract all or any part of the original contract, and cannot enter to any subcontract without a written permission from the Lead Agency. If a subcontract is approved by the Lead Agency it does not release the Vendor from any responsibilities toward the Super Co-Op.

15. REFERENCES

The Vendor must provide three references on Reference form. The District reserves the right to contact any of the references listed and may conduct reference checks with individuals and entities beyond those listed.

16. PROPRIETARY INFORMATION

During the course of the Proposal process and the fulfillment of the resulting contract, the Vendor may have access to private or confidential information which may be owned or controlled by the Lead Agency, Member Districts, product distributors, and other interested parties. Such information may contain proprietary details, the disclosure of which to third parties will be damaging to the Lead Agency, Member Districts, distributors, its employees and/or students. The Vendor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Vendor to civil liability. Consequently, Vendor agrees that all information disclosed by the Lead Agency, Member Districts, and distributors shall be held in confidence and used only in performance of the Agreement. The Vendor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

SCOPE of WORK

No proposals shall receive consideration by San Mateo-Foster City School District for this contract unless it meets the following requirements and specifications:

1. This contract shall begin January 1, 2020 and be valid for six months (January 1, 2020 through June 30, 2020.) However, upon mutual agreement of San Mateo-Foster City School District and the Vendor before the end of the contract period, the contract may be continued for additional years. The parties may agree each year to continue the contract on a yearly basis for up to a total of five (5) one-year periods (July 1 – June 30). An increase may be granted each year on January 1 after the first year based on the Consumer Price Index for Los Angeles and Orange Counties for the previous year. The increase will be rounded up to the nearest penny however subsequent adjustments will be made on the actual number not the rounded up number. If the contract is continued, new member districts may be added and current member districts may withdraw from the Super USDA Foods Cooperative. Withdrawing member districts shall terminate at the end of the school year (June 30). New districts may be added only by agreement between San Mateo-Foster City School District and the Vendor. Services to new districts shall commence at the beginning of the new school year (July 1). A list of 2019-20 Member Districts is included at the end of this document.
2. The contracted work shall include:
 - a) Calculating each cooperative member's fair share of commodities and keep track of remaining balances using a perpetual inventory system.
 - b) Coordinate an online pre-planning process for USDA Foods orders, consolidating orders into full and partial truckload quantities.
 - c) Make recommendations to the Lead Agency for Direct Delivery and manufacturer processing diversions.
 - d) Place orders for all USDA Foods through Web Based Supply Chain Management (WBSCM) system or through dedicated personnel at the California Department of Education (CDE) Nutrition Services Division, Food Distribution Program.
 - e) Promptly inform members about USDA offerings, coordinate data collection/orders, re-cap, and place orders as needed.
 - f) Track all deliveries of USDA Foods, compare invoices from the CDE to actual receipts from the USDA Foods Direct Delivery Distributor of Contract, contracted processing manufacturers, and Member Districts. Investigate and mitigate discrepancies and report to the Lead Agency for payment.
 - g) Track all the incoming USDA Foods Direct Delivery items, compare them against the original orders and inform the members about any discrepancies.
 - h) Verify and post USDA Foods transfers with manufacturers.
 - i) Monitor and validate all available balances of USDA Foods stored with manufacturers.
 - j) Investigate failed sales transactions and mitigate problems as needed.
 - k) Inform each member of remaining balances in FMV dollars on a daily basis.
 - l) Provide at least one designated individual to furnish customer service member districts, manufacturers, and interested individuals regarding Co-Op business.
 - m) Monitor frequency of distributor sales reporting to sales transaction verification agencies such as K12 Foodservice and ProcessorLink.
 - n) Access reports with manufacturer processing sales verification agencies, and receive sales information from several manufacturers who maintain proprietary sales information systems.

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- o) Assist with coordination and administration of two annual meetings and food shows for Super Co-Op members.
 - p) Provide advocacy regarding Co-Op business with various manufacturers, CDE, USDA, and other interested parties.
 - q) Keep informed about state and federal regulations pertaining to USDA Foods management and inform the Lead Agency and Governing Council as needed.
 - r) Assist with Member District education program.
 - s) Participate in regular (typically bi-monthly) Governing Council meetings.
 - t) Participate in regular meetings with the Lead Agency.
3. Develop, host, and manage a website with both public and protected information available through passcode to Member Districts, distributors, and manufacturers. The information provided shall be updated on a daily basis and include, at a minimum, the following:
- a) Current entitlement share balances by Direct Delivery, Processing, DoD Produce, and USDA Pilot Project for Unprocessed Fruits and Vegetables, and adjustments to each balance.
 - b) Reports of purchases and delivered product via Direct Delivery, Processing, DoD Produce, and USDA Pilot Project for Unprocessed Fruits and Vegetables.
 - c) Reports of USDA Foods Direct Delivery on order.
 - d) Current available balances at approved manufacturers. The Super Co-Op operates single balances with all manufacturers except large bird chicken manufacturers.
 - e) Contact information for customer service.
 - f) Processed USDA Foods RFP pricing.
 - g) Buy, sell, and trade page for USDA Direct Delivery Foods.
 - h) Business updates, webinars, and other information
 - i) Current SEPDS for all approved manufacturers
 - j) Information shall be archived for a minimum of four school years, cleared each year on June 30, but available via report by school year to Member Districts for audit purposes.
4. Provide reports for the Lead Agency including, but not limited to:
- a) Current entitlement by district by entitlement category,
 - b) Pounds and value of USDA Foods on hand by manufacturer, by species, including beginning balance and expected loads,
 - c) Frequency of distributor reporting.
5. During the 2019-20 School Year, the following approximate volumes of information were processed by the Administrator:
- a) During peak periods, approximately 10,000 sales transactions per day,
 - b) 800 truckloads of USDA Direct Delivery,
 - c) 1,100 truckloads diverted to manufacturers.
6. Collect all USDA Foods State Administrative Fees from Member Districts and forward to the Lead Agency in a timely fashion for payment to the CDE.
7. Provide Lead Agency with detailed monthly invoice for services rendered under this contract no later than the fifteenth (15th) day of the month following delivery of services.
8. Contact Member Districts to assure Annual Food Distribution Program Contract Packets are completed before the due date.
9. Distribute annual Super Co-Op renewal agreements and collect completed agreements from all returning Member Districts.
10. Notify Member Districts of important information as needed and distribute communications from the Lead Agency.

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11. Retain all pertinent records regarding all the proceedings in connection with Super Cooperative activities. These records must be readily accessible to all Super Cooperative members for audit purposes.
12. A list of SY2019-20 Member Districts is attached to this Request for Proposal as ***Appendix A***.

APPENDIX E

QUESTIONNAIRE

Please provide responses to the questions below.

1. Describe your company's experience with management of cooperatives and/or purchasing groups.
2. Describe how you will provide customer service to Member Districts, distributors, processing manufacturers, and other interested parties? Please include any information about conflicts of interest that may affect your performance and how you plan to mitigate.
3. Describe your knowledge of the Child Nutrition Programs and the USDA Foods Program and the USDA Foods Processing Program.
4. Describe how you would provide advocacy on behalf of Member Districts with CDE, USDA, or other governmental agency on an important issue.
5. Describe the availability, qualifications, and characteristics of the personnel that will be dedicated to performing tasks and services required by this contract.
6. Describe the procedure you will use to collect USDA Foods State Administrative Fees from Member Districts, how you will retain those funds, and how you will remit those funds to the Lead Agency including a timeline for the process.

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PROPOSAL WORKSHEET

Please include in your price proposal the units the cost will be based on.

1. Coordination and administration of all the Super Co-Op activities as described in **Scope of Work:**

Activity	Monthly Cost	Unit
Total Monthly Cost		

2. Other charges and fees (please describe in detail) \$ _____

If necessary, attach an additional sheet to this proposal.

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor.

Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Date	

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REFERENCES

Provide three (3) references to which the vendor has provided services for consulting, cooperative purchasing, or USDA Foods Administration within the past ten (10) years.

Reference 1

Name of Reference	
Mailing Address	City/State/Zip
Contact Person	Contact Title
Contact Email	Contact Phone Number
Description of Services Provided	
Dates of Service	

Reference 2

Name of Reference	
Mailing Address	City/State/Zip
Contact Person	Contact Title
Contact Email	Contact Phone Number
Description of Services Provided	
Dates of Service	

Reference 3

Name of Reference	
Mailing Address	City/State/Zip
Contact Person	Contact Title
Contact Email	Contact Phone Number
Description of Services Provided	
Dates of Service	

**SAMPLE Agreement for Administrative Services for Super Co-Op
A California USDA Foods Cooperative**

This is a SAMPLE contract that will be completed following award to Vendor.

This Agreement is entered into between _____ (hereinafter "Vendor") and the **San Mateo-Foster City School District** (hereinafter "District") (collectively the "parties") this ____ day of _____, 2019.

This Agreement attaches and incorporates by reference as though fully set forth herein the following documents: **Appendix A: "List of SY2019-20 Member Districts," Appendix B: "Services Vendor Agrees to Perform," Appendix C: "Charges and Fees," Appendix D: "Request for Proposal No. CNS-03-20," (Appendix C & D to be added upon signing of agreement) and Appendix E: "List of SY2019-20 Approved Distributors"** (collectively referred to as the "Agreement"). The following documents shall be attached to this Agreement: Insurance Certificates and Endorsement (See Section 9 of General Conditions Section for Insurance and Endorsement requirements).

RECITALS

WHEREAS, the District as Lead Agency of the SUPER Cooperative has authority to contract for administrative services on behalf of all Recipient Agencies of the SUPER Cooperative and has authority to enter into this Agreement with Vendor.

WHEREAS, the District desires Vendor to perform administrative services (USDA Foods ordering and tracking) for the SUPER Cooperative

WHEREAS, Vendor has submitted a proposal, demonstrated its qualifications and represents itself able and, for a consideration, willing to perform the administrative services for the SUPER Cooperative and

NOW THEREFORE, the parties mutually agree as follows:

DEFINITIONS

As used in this Agreement the following terms are defined as follows:

a. "Lead Agency" means:

The San Mateo-Foster City School District is the Lead Agency for the Super Cooperative as of the date of this Agreement.

The Lead Agency's duties may be conveyed to another Recipient Agency for any reason whatsoever during the duration of this Agreement. This Agreement may be assumed by the new "Lead Agency" and the terms of this Agreement will be fulfilled for the duration of the Agreement period.

b. "Recipient Agency" or "RA" or "Member District" means:

An individual member organization of the Super Cooperative certified to receive USDA commodities for school meals. A list of SY2019-20 Super Cooperative Member Districts is incorporated into this Agreement as **Appendix A**.

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c. "Request for Proposal" means:

Request for Proposal No. CNS-03-20 "Administrative Services for Super Co-Op, A California USDA Foods Cooperative" is enclosed with this Agreement as **Appendix D**.

d. "Super Co-Op" means:

The California cooperative consisting of public school agency members for the purpose of obtaining USDA Foods for school nutrition programs.

The Super Co-Op, an unincorporated association, is currently in the process of completing the legal requirements to formally create a joint powers agency, or other legal entity. Upon completion of that process, the District will assign the newly created joint powers agency, or other legal entity, all duties and obligations hereunder.

Following any such assignment, all references to District herein shall be supplanted and replaced with the name of the newly created joint powers agency, or other legal entity.

e. "Approved Distributor" means:

A food distributor approved by the Super Cooperative to deliver USDA Foods product. A list of SY2019-20 Approved Distributors is enclosed with this Agreement as **Appendix E**.

A. TERM OF THE AGREEMENT/ EFFECTIVE DATE OF AGREEMENT

The term of this Agreement shall be for six (6) months (starting January 1, 2020 through June 30, 2020).

The Agreement may be extended upon mutual consent of the District and Vendor for an additional four (4) one-year periods (July 1 – June 30) in accordance with California Education Code section 17596. The total potential bid life is five (5) years from the initial Board of Directors award, to December 31, 2024.

Price increases may be negotiated subject to existing local market conditions, and as determined by the Los Angeles Consumer Price Index (CPI) but may never exceed five percent (5%). An increase may be granted each year on January 1 after the first year, not to exceed the increase in the Consumer Price Index for Los Angeles and Orange Counties for the previous year. The increase will be rounded up to the nearest penny. However, subsequent adjustments will be made on the actual number not the rounded up number.

If this Agreement is continued, new Member Districts may be added and current Member Districts may withdraw from the Super Cooperative. Withdrawing Member Districts shall terminate at the end of the school year (June 30). New Recipient Agencies may be added to the Super Cooperative only by the District's written approval and shall commence at the beginning of the new school year (July 1).

Subject to Section 1 of the attached General Conditions, the term of this Agreement is also set forth in the approved Board Resolution for services to be provided by Vendor under this Agreement.

Notwithstanding the foregoing, This Agreement shall become effective only upon approval in writing by the District's Board of Directors, proper execution by the parties and certification by the District Chief Executive Officer as to the availability of funds.

B. SERVICES VENDOR AGREES TO PERFORM

Vendor agrees to perform the services provided for in the attached **Appendix B, “Services Vendor Agrees to Perform.”** *(Final list to be added upon final agreement. Refer to scope of work and Appendix B for minimum services vendor agrees to perform.)*

APPENDIX E

Request for Proposal No. CNS-03-20
Administrative Services for Super Co-Op
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C. COMPENSATION

Compensation to Vendor shall not exceed the amounts detailed in the breakdown of costs and payment schedule associated with this Agreement at **Appendix C, "Charges and Fees."**

Upon receipt of invoice for payment, payments shall be made to the Vendor by District in a reasonable time, in its discretion, that the services, set forth in **Appendix B ("Services Vendor Agrees to Perform")** of this Agreement, have been rendered satisfactorily, and in a professional and timely manner in accordance with this Agreement.

If the District and Vendor mutually agree to increase the scope of work described herein, the compensation may also be increased provided that there is a prior written modification to the Agreement in accordance with *Section 22 ("Modification of Agreement")* of the General Conditions and Board approval authorizing said increases. It shall be the responsibility of the Vendor to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount shall not be compensated.

D. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office as follows:

TO THE SCVSFSA:

LEAD AGENCY	San Mateo-Foster City School District
CONTACT PERSON	Andrew Soliz, MBA, SNS
CONTACT PERSON TITLE	Director Child Nutrition Services
STREET ADDRESS	1170 Chess Drive
CITY, STATE, ZIP	Foster City, California 94404
TELEPHONE/FAX	(TEL) 650-312-1968 (FAX) 650-638-7009
EMAIL ADDRESS	asoliz@smfc.k12.ca.us

TO THE VENDOR:

VENDOR	
CONTACT NAME	
CONTACT TITLE	
STREET ADDRESS	
CITY, STATE, ZIP	
TELEPHONE/FAX	(TEL) (FAX)
EMAIL ADDRESS	

**GENERAL CONDITIONS TO AGREEMENT FOR ADMINISTRATIVE SERVICES WITH THE
SAN MATEO-FOSTER CITY SCHOOL DISTRICT**

31. AVAILABILITY OF FUNDS AND BUDGET AND FISCAL PROVISION AND TERMINATION IN THE EVENT OF NON-APPROPRIATION

- f. This Agreement is subject to the budget and fiscal policies, regulations, and practices of each Recipient Agency, the California Department of Education ("CDE"), and the USDA.
- g. The monies utilized by District and Member Districts to purchase the administrative services described in this Agreement is public money appropriated by the State of California or acquired by the Recipient Agencies from similar public sources and is subject to variation. The District reserves the right to cancel the Agreement at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.
- h. The amount of District's obligation hereunder shall not at any time exceed the amount herein stated.
- i. The District has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- j. This section controls against any and all other provisions of this Agreement.

32. DISALLOWANCE

- a. If Vendor claims or receives payment from District or any Recipient Agency for a service, reimbursement for which is later disallowed by the State of California or United States Government, Vendor shall promptly refund the disallowed amount to the District or Recipient Agency upon the District or Recipient Agency's request. At its option, the District or Recipient Agency may offset the amount disallowed from any payment due or to become due to Vendor under this Agreement or any other Agreement.
- b. By executing this Agreement, Vendor certifies that Vendor is not suspended, debarred or otherwise excluded from participation in federal or state programs. Vendor acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.

33. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES

Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor, consultant, or vendor who submits a false claim shall be liable to the District for three times the amount of damages which the District sustains because of the false claim. A person who commits a false claim shall also be liable to the District for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the District for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim. A person will be deemed to have submitted a false claim to the District if the person:

- i. knowingly presents or causes to be presented to an officer or employee of the District, a false claim for payment or approval;
- j. knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the District;

- k. conspires to defraud the District by getting a false claim allowed or paid by the District;
- l. has possession, custody, or control of public property or money used or to be used by the District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;
- m. is authorized to make or deliver a document certifying receipt of property used or to be used by the District and knowingly makes or delivers a receipt that falsely represents the property used or to be used;
- n. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;
- o. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the District; or
- p. is a beneficiary of an inadvertent submission of a false claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the District within a reasonable time after discovery of the false claim.

34. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

No payment shall in any way lessen the liability of Vendor to remedy or replace unsatisfactory work, service, equipment, or materials, if the unsatisfactory character of such work, service, equipment or materials was not detected at the time of payment. Service, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the District and in such case must be remedied or replaced by Vendor without delay at no additional cost to the District or any Recipient Agency.

35. FAILURE TO FULFILL AGREEMENT

If Vendor fails to deliver any service under this Agreement which does not conform to the District's requirements, the District may, at its sole discretion, annul and set aside this Agreement, either in whole or in part, and make and enter into a new contract for the same services in such manner as seems to the Board of Directors to be to the best advantage of the District. Any failure for furnishing such services by reason of the failure of Vendor, as above stated, shall be a liability against Vendor.

The District Board of Directors reserves the right to cancel any services which the Vender may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Vendor provided satisfactory proof is furnished to the District Board of Directors or its representatives, if requested.

36. QUALIFIED PERSONNEL

Work under this Agreement shall be performed only by competent personnel under the Supervision of and in the employment of Vendor. Vendor shall commit adequate resources to complete the project schedule specified in this Agreement.

37. TAXES

Vendor shall pay all taxes levied in connection with this Agreement, or the services delivered pursuant hereto.

38. INDEPENDENT CONTRACTOR

Vendor or any agent or employee of Vendor shall be deemed at all times to be an independent contractor and not an employee of the District or any Member District. Vendor shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Vendor or its agents and employees. If any governmental authority should, nevertheless, determine that Vendor is an employee, then the SUPER Cooperative Recipient Agencies' payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Vendor and to the applicable governmental authority does not exceed the maximum amount specified in this Agreement under **Appendix C "Charges and Fees"**. Vendor shall refund any amounts necessary to effect such reduction.

39. INSURANCE

i. Without limiting Vendor's liability pursuant to the "Indemnification" section of this Agreement, Vendor shall procure and maintain at its own expense during the full term of this Agreement the following insurance amounts and coverage:

- (1.) Comprehensive General Liability Insurance with limits not less than \$1,000,000.00 (one million dollars) each occurrence combined Single Limit for Bodily Injury and Property Damage.
- (2.) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (3.) Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000.00 (one million dollars) each accident.
- (4.) Professional Liability (E&O) Insurance with limits not less than \$1,000,000.00 (one million dollars) each occurrence and in the aggregate. Coverage must at a minimum apply to negligent Errors and Omissions arising out of professional services, performed under the contract, with any deductible not to exceed \$50,000 each claim.

If any policies are written on a claims-made form, Vendor agrees to maintain such insurance continuously in effect for three years following completion of this Agreement or extend the period for reporting claims for three years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three years following completion of the Agreement.

- j. The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide the following:
- (1.) Name as additional insured's the District, its Board of Directors, officers and employees.
 - (2.) That such policies are primary insurance to any other insurance available to the additional insured's, with respect to any claims arising out of this Agreement and that insurances apply separately to each insured against whom claim is made or suit is brought.
- k. All policies shall provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage to the following office:
- San Mateo-Foster City School District
Child Nutrition Services
1170 Chess Drive
Foster City, California 94404
- l. If any policies are written on a claims-made form, Vendor agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.
- m. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.
- n. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- o. Before commencing any operations under this Agreement, Vendor must provide the District with the certificates of insurance, and additional insured policy endorsements and with insurers satisfactory to the District, evidencing all coverage's set forth above, and shall furnish complete copies of policies promptly upon the District's request.
- Vendor also understands and agrees that the Recipient Agencies may withhold payment for services performed for any violations of the insurance provisions of this Agreement.
- p. Approval of the insurance by the District shall not relieve or decrease the liability of Vendor hereunder.

40. INDEMNIFICATION AND HOLD HARMLESS

The Vendor shall indemnify and save harmless the District, its officers, agents, employees and members of the Board of Directors from any claims, loss, damage, injury and liability of every kind, nature and description including those claims that may at any time arise from any infringement

of any patent right, copyright, trade secret or any other proprietary right or trademark by any of Vendor's officers, employees and/or agents in the performance of this Agreement

With respect to professional services to be provided under this Agreement, the Vendor shall indemnify and hold harmless the District, agents, and employees from and against any and all actions, claims, damages and losses, including attorney's fees that may arise out of Vendor's negligent acts, errors, or omissions caused by the Vendor or any employee, agent, or representative of the vendor.

With respect to claims arising under Vendor's general liability coverage, the Vendor shall indemnify and hold harmless the District, its agents, and employees from and against any actions, claims, damages or loss, including attorney's fees that may arise out of Vendor's activities in the performance of its services under this Agreement.

41. LIABILITY OF DISTRICT

The District is responsible to provide payment for services rendered through this Agreement on behalf of the Member Districts of the Super Cooperative. Payment obligations under this Agreement shall be limited to the payments provided for in **Appendix C "Charges and Fees,"** of this Agreement.

The District shall not be liable for any special consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

42. DEFAULT; REMEDIES

d. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

- (6.) Vendor fails or refuses to perform or observe any term, covenant or condition contained in this Agreement.
- (7.) Unsatisfactory service.
- (8.) Any act by Vendor exposing the District to liability to others for personal injury or property damage.
- (9.) Any reason determined to be detrimental to the health and welfare of students and school personnel.
- (10.) Vendor (A) is generally not paying debts as they become due, (B) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (C) makes an assignment for the benefit of its creditors, (D) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Vendor or of any substantial part of Vendor's property, (E) takes action for the purpose of any of the foregoing, or (F) is the subject of any order of a court or government authority related to the Federal Bankruptcy Act.

e. On and after any Event of Default, the District shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, District

shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Vendor any Event of Default; Vendor shall pay to the District on demand all costs and expenses incurred by the District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The District shall have the right to offset from any amounts due to Vendor under this Agreement or any other agreement between District and Vendor all damages, losses, costs, or expenses incurred by the District as a result of such Event of Default due from Vendor pursuant to the terms of this Agreement.

- f. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules, regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

43. TERMINATION FOR CONVENIENCE

- d. It is expressly understood and agreed that in the event the Vendor or District fails to perform its obligations under this Agreement, this Agreement shall be terminated and all the Vendor's and District's rights hereunder ended. Termination shall be upon thirty (30) days written notice to the defaulting party, and no work will be undertaken by Vendor after receipt of the notice. In the event this Agreement is terminated by the District pursuant to this paragraph; the Vendor shall be paid for services performed up to the date of termination.
- e. It is further understood and agreed that the District may terminate this Agreement for the Super Cooperative's convenience and without cause at any time by giving the Vendor thirty (30) days written notice of such termination. In such an instance, the Vendor shall be entitled to compensation for services performed up to the effective date of termination.
- f. Upon receipt of written notice that this Agreement is terminated, the Vendor will submit an invoice to the District for an amount that represents the value of services actually performed up to the date of termination for which the Vendor has not previously been compensated as per paragraph 4 above. Upon approval and payment of this invoice by the Recipient Agencies, the Recipient Agencies shall be under no further obligation to the Vendor, monetarily or otherwise.

44. CONFLICT OF INTEREST

Vendor understands and certifies that it does not know of any facts which constitute a violation of the California Political Reform Act, which states in part: "[N]o public official at any level of state or local government shall make, participate in making or in any way attempt to use its official position to influence a governmental decision in which he/she knows or has reason to know he/she has a financial interest." (California Government Code Section 87100 et seq.)

45. PROPRIETARY INFORMATION OF DISTRICT AND SUPER COOPERATIVE RECIPIENT AGENCIES

The Vendor understands and agrees that, in its performance under this Agreement or in contemplation thereof, the Vendor may have access to private or confidential information which may be owned or controlled by the District, Super Cooperative Member Districts, and/or Approved Distributors, and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District, Member Districts, its employees or

students, or Approved Distributors. The Vendor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Vendor to civil liability. Consequently, Vendor agrees that all information disclosed by the District, Member Districts, and/or Approved Distributors to the Vendor shall be held in confidence and used only in performance of the Agreement. The Vendor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

46. OWNERSHIP OF THE RESULTS

Any interest of the Vendor in studies, reports, memoranda, computation sheets or other documents prepared by the Vendor in connection with services to be performed under this Agreement shall become the property of and will be transmitted to the District. However, the Vendor may retain and use copies for reference and as documentation of its experience and capabilities, but only to the extent Vendor's use does not violate Section 18 of this Agreement.

47. AUDIT AND INSPECTION OF RECORDS

The Vendor agrees to maintain and make available to District and each Super Cooperative Member District accurate books and accounting records relative to its activities under this Agreement. The Vendor will permit the District and each Super Cooperative Recipient Agency to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Vendor shall maintain such data and records in an accessible location and condition for a period of not less than three years after a final payment under this Agreement or until after final audit has been completed, whichever is later.

48. SUBCONTRACTING

The Vendor is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement unless such subcontracting is agreed to in writing by the Lead Agency and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any party and shall be void.

If a subcontract is approved by the Lead Agency it does not release the Vendor from any responsibilities toward the Super Cooperative.

49. ASSIGNMENT

It is understood and agreed that the services to be performed by the Vendor are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by the Vendor without the prior written consent of the District. Specifically, if the Vendor is either sold or acquired by another entity during the term of this contract, Vendor cannot assign either the Agreement nor any duties or obligations hereunder without the prior written consent of the District. The Super USDA Foods Cooperative is currently an unincorporated association. Should Super Co-Op change its legal entity status for any reason whatsoever during the duration of this contract, the agreement may be assumed by the new "legal entity" and the terms of the contract will be fulfilled for the duration of the contract period.

50. NON DISCRIMINATION

Vendor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

51. WAIVER

Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

52. MODIFICATION OF AGREEMENT

The parties may amend this Agreement in writing by mutual consent. Changes, including any increase or decrease in the amount of the Vendor's compensation, shall only be effective upon the execution of a duly authorized written amendment to this Agreement and approval by the District Board of Directors.

53. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Vendor acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a vendor, must be accessible to the disabled public. Vendor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Vendor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Vendor, its employees, agents or assigns will constitute a material breach of this Agreement.

54. COMPLIANCE WITH LAWS

Vendor shall keep itself fully informed of the applicable state and federal law affecting the performance of this Agreement, and shall at all times comply with such laws as they may be amended from time to time.

55. GOVERNING LAW; VENUE

This Agreement shall be governed by the laws of the State of California. The venue for all litigation relative to this Agreement shall be San Mateo County.

56. SECTION HEADINGS

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

57. INTERPRETATION

The parties do not intend that the presumptions of laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Agreement or any document or instrument executed in connection herewith, and therefore waive their effects.

58. ENTIRE AGREEMENT

The entire Agreement between the parties is included herein and no warranties, expressed or implied, representations, promises, or statements have been made by either party unless

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endorsed herein in writing, and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this Agreement.

59. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS

- d. Original copies of this Agreement shall be executed by the respective party's authorized signatory(ies).
- e. However, in some cases where an emergency situation arises or to expedite processes, a fax copy or copy of the contract with any revisions appropriately initialed may serve as the original contract.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

60. SEVERABILITY

If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written per Board Resolution #: _____ approved on the following date _____.

Vendor		San Mateo-Foster City School District	
Signature		Signature	
Name		Name	Andrew Soliz, MBA, SNS
Title		Title	Director Child Nutrition Services
Date		Date	

**NONCOLLUSION DECLARATION TO BE
SUBMITTED WITH PROPOSAL**

The undersigned declares:

I am the _____ of
_____.

[Title]

[Name of Firm]

the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Respondent. All statements contained in the proposal are true. The Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____.

[Date]

20_____, at _____.

[City]

[State]

Signature: _____

Print Name: _____

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOLLOWING)

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

San Mateo-Foster City School District
Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:
San Mateo Foster City School District		
Address of School Food Authority:		
1170 Ches Drive, Foster City, CA 94404		
Printed Name and Title of Submitting Official:	Signature:	Date:
Andrew Soliz, MBA, SNS		

OR

Name of Vendor:		
Printed Name and Title:	Signature:	Date:

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Prime Tier _____, if known </div> <div style="width: 45%;"> Subawardee </div> </div> Congressional District, if known:		• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
• Federal Department/Agency:		• Federal Program Name/Description: CFDA Number, if applicable:
• Federal Action Number, if known:		• Award Amount, if known: \$
• a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
(attach Continuation Sheet(s) if necessary)		

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• Amount of Payment (check all that apply):

\$ _____ actual planned

• Form of Payment (check all that apply):

Cash

In-kind; specify:

Nature _____

Value _____

• Type of Payment (check all that apply):

Retainer

One-time fee

Commission

Contingent fee

Deferred

Other; specify: _____

• Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No: (_____) _____ Date: _____

Federal Use Only:

Authorized for local reproduction
Standard Form - LLL

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 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 No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

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Appendix A: Super Co-Op Member Districts by Region

REGION 1	REGION 3	REGION 3 - CONTINUED
BRITTAN SCHOOL DISTRICT	ALVIEW DAIRYLAND UNION SCHOOL DISTRICT	SELMA UNIFIED SCHOOL DISTRICT
BUCKEYE UNION SCHOOL DISTRICT	ARMONA UNION ELEMENTARY SCHOOL DIST	SIERRA UNIFIED SCHOOL DISTRICT
CORNING UNION ELEMENTARY SCHOOL DIST	ATWATER UNIFIED SCHOOL DISTRICT	TIPTON ELEMENTARY SCHOOL DISTRICT
EAST NICOLAUS JOINT UNION HSD	Caruthers Unified School District	TULARE CITY SCHOOL DISTRICT
HAMILTON UNIFIED SCHOOL DISTRICT	CENTRAL UNIFIED SCHOOL	TULARE JOINT UNIFIED SCHOOL DISTRICT
LODI UNIFIED SCHOOL DISTRICT	CENTRAL UNION SCHOOL DISTRICT	VISALIA UNIFIED SCHOOL DISTRICT
MARCUM-ILLINOIS UNION SCHOOL DISTRICT	CERES UNIFIED SCHOOL DIST	WEAVER UNION ELEMENTARY SCHOOL DISTRICT
NATOMAS UNIFIED SCHOOL DISTRICT	CHOWCHILLA ELEM SCHOOL DISTRICT	WEST PARK ELEMENTARY SCHOOL DISTRICT
OROVILLE UNION HIGH SCHOOL DISTRICT	CHOWCHILLA UNION SCHOOL DISTRICT	WOODLAKE PUBLIC SCHOOLS
PARADISE UNIFIED SCHOOL DISTRICT	CLOVIS UNIFIED SCHOOL DISTRICT	Woodville Union Elementary School District
PLUMAS LAKE ELEMENTARY SCHOOL DIST	COALINGA-HURON UNIFIED SCHOOL DISTRICT	REGION 4
RED BLUFF ELEMENTARY SCHOOL DISTRICT	CORCORAN UNIFIED SCHOOL DISTRICT	COAST UNIFIED SCHOOL DISTRICT
RESCUE UNION SCHOOL DISTRICT	CUTLER-OROSI SCHOOL DISTRICT	GRANADA HILLS CHARTER SCHOOL
ROSEVILLE JOINT UNION HIGH S D	DINUBA UNIFIED SCHOOL DISTRICT	HUENEME ELEMENTARY SCHOOL DISTRICT
SAN JUAN UNIFIED SCHOOL DISTRICT	EXETER UNIFIED SCHOOL DISTRICT	LAS VIRGENES UNIFIED SCHOOL DISTRICT
THERMALITO UNION SCHOOL DISTRICT	FOWLER UNIFIED SCHOOL DISTRICT	LOMPOC UNIFIED SCHOOL DISTRICT
WASHINGTON UNIFIED SCHOOL DISTRICT	GOLDEN PLAINS UNIFIED	MOORPARK SCHOOL DISTRICT
REGION 2	GOLDEN VALLEY UNIFIED SCHOOL DISTRICT	OAK PARK UNIFIED SCHOOL DISTRICT
ACALANES UNION HIGH SCHOOL DISTRICT	Gustine Unified School District	OJAI UNIFIED SCHOOL DISTRICT
ALAMEDA UNIFIED SCHOOL DISTRICT	HANFORD ELEMENTARY SCHOOL DISTRICT	ORCUTT UNIFIED SCHOOL DISTRICT
ANTIOCH UNIFIED SCHOOL DISTRICT	HANFORD JOINT UNION HIGH SCHOOL DIST	OXNARD ELEMENTARY SCHOOL DISTRICT
AROMAS SAN JUAN UNIFIED SCHOOL DISTRICT	KERMAN UNIFIED SCHOOL DISTRICT	OXNARD UNION HIGH SCHOOL DISTRICT
BRENTWOOD UNION SCHOOL DISTRICT	KERN HIGH SCHOOL DISTRICT	PASO ROBLES JOINT UNIFIED HIGH SCHOOL DIST
Campbell Union High School District	KING CITY UNION SCHOOLS	SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
CASTRO VALLEY UNIFIED SCHOOL DISTRICT	KINGS CANYON UNIFIED SCHOOL DISTRICT	SANTA CLARITA VALLEY SCHOOL DISTRICT
COUNTY OF SANTA CLARA	KINGS RIVER HARDWICK SCHOOL DISTRICT	SANTA MARIA BONITA ELEMENTARY
CUPERTINO UNION SCHOOL DISTRICT	KINGSBURG JOINT UNION SD	SIMI VALLEY UNIFIED SCHOOL DISTRICT
FREMONT UNIFIED SCHOOL DISTRICT	LATON JOINT UNIFIED SCHOOL DISTRICT	VAUGHN NEXT CENTURY CENTER
HOLLISTER SCHOOL DISTRICT	LEMOORE UNION ELEMENTARY SCH DIST	VENTURA UNIFIED SCHOOL DISTRICT
LIVE OAK ELEMENTARY SD	LEMOORE UNION HIGH SCHOOL DISTRICT	REGION 5
MONTEREY PENINSULA UNIFIED SCHOOL DIST	LINDSAY UNIFIED SCHOOL DISTRICT	BELLFLOWER UNIFIED SCHOOL DISTRICT
MORGAN HILL UNIFIED SCHOOL DISTRICT	LOS BANOS UNIFIED SCHOOL DISTRICT	COMPTON UNIFIED SCHOOL DISTRICT
NORTH COUNTY JOINT UNIFIED SCHOOL DIST	MADERA UNIFIED SCHOOL DISTRICT	CULVER CITY UNIFIED SCHOOL DISTRICT
NOVATO UNIFIED SCHOOL DISTRICT	MARIPOSA SCHOOL DISTRICT	EL SEGUNDO UNIFIED SCHOOL DISTRICT
PAJARO VALLEY UNIFIED SCHOOL DISTRICT	MC SWAIN ELEMENTARY SCHOOL DISTRICT	HAWTHORNE SCHOOL DISTRICT
SALINAS CITY ELEMENTARY SCHOOL DISTRICT	MENDOTA UNIFIED SCHOOL DISTRICT	Inglewood Unified School District
SAN BENITO HIGH SCHOOL DISTRICT	Modesto City Elementary School District	Lawndale Elementary School District
SAN LORENZO UNIFIED SCHOOL DISTRICT	MONSON-SULTANA JOINT UNION ELEMENTARY	Lennox School District
SAN MATEO-FOSTER CITY SCHOOL DISTRICT	PARLIER UNIFIED SCHOOL DISTRICT	LYNWOOD UNIFIED SCHOOL DISTRICT
SAN RAFAEL CITY ELEMENTARY SCHOOL DIST	PIONEER UNION ELEMENTARY	MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
SANTA CRUZ CITY ELEM SCHOOL DISTRICT	PIXLEY UNION SCHOOL DISTRICT	PALOS VERDES UNIFIED SCHOOL DISTRICT
Santa Rita Union School District	PORTERVILLE UNIFIED SCHOOL DISTRICT	REDONDO BEACH UNIFIED SCHOOL DISTRICT
SONOMA VALLEY UNIFIED SCHOOL DISTRICT	REEF-SUNSET UNIFIED SCHOOL DISTRICT	SANTA MONICA-MALIBU UNIFIED SCHOOL DIST
SOUTH SAN FRANCISCO SCHOOL DISTRICT	RIVERDALE JOINT UNIFIED SCHOOL DISTRICT	TORRANCE UNIFIED SCHOOL DISTRICT
	SANGER UNIFIED SCHOOL DISTRICT	

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Appendix A: Super Co-Op Member Districts by Region – continued

REGION 6	REGION 7	REGION 8 - CONTINUED
ALHAMBRA SCHOOL DISTRICT	ABC UNIFIED SCHOOL DISTRICT	CHINO VALLEY UNIFIED SCHOOL DISTRICT
ARCADIA UNIFIED SCHOOL DISTRICT	ANAHEIM UNION HIGH SCHOOL DISTRICT	CLAREMONT UNIFIED SCHOOL DISTRICT
AZUSA UNIFIED SCHOOL DISTRICT	BREA OLINDA UNIFIED SCHOOL DISTRICT	COLTON JOINT UNIFIED SCHOOL DISTRICT
BALDWIN PARK UNIFIED SCHOOL DISTRICT	BUENA PARK UNIFIED SCHOOL DISTRICT	CORONA NORCO UNIFIED SCHOOL DISTRICT
BASSETT UNIFIED SCHOOL DISTRICT	CYPRESS UNIFIED SCHOOL DISTRICT	CUCAMONGA ELEMENTARY SCHOOL DISTRICT
BURBANK UNIFIED SCHOOL DISTRICT	DOWNEY UNIFIED SCHOOL DISTRICT	FONTANA UNIFIED SCHOOL DISTRICT
CHARTER OAK UNIFIED SCHOOL DISTRICT	EAST WHITTIER CITY SCHOOL DISTRICT	JURUPA UNIFIED SCHOOL DISTRICT
COVINA VALLEY SCHOOL DISTRICT	EL RANCHO UNIFIED SCHOOL DISTRICT	MORENO VALLEY UNIFIED SCHOOL DISTRICT
DUARTE UNIFIED SCHOOL DISTRICT	FULLERTON SCHOOL DISTRICT	MOUNTAIN VIEW SCHOOL DISTRICT
EL MONTE CITY ELEMENTARY SCHOOL DISTRICT	HUNTINGTON BEACH UNION HIGH SCHOOL DIST	POMONA UNIFIED SCHOOL DISTRICT
EL MONTE UNION HIGH SCHOOL DISTRICT	IRVINE UNIFIED SCHOOL DISTRICT	RIALTO UNIFIED SCHOOL DISTRICT
GARVEY ELEM SCHOOL DISTRICT	LA HABRA CITY SCHOOL DISTRICT	RIVERSIDE UNIFIED SCHOOL DISTRICT
Glendale Unified School District	LITTLE LAKE CITY SCHOOL DISTRICT	SAN BERNARDINO CITY UNIFIED SCHOOL DIST
GLENDORA UNIFIED SCHOOL DISTRICT	LOS ALAMITOS UNIFIED SCHOOL DISTRICT	UPLAND UNIFIED SCHOOL DISTRICT
HACIENDA-LA PUENTE UNIFIED SCHOOL DISTRICT	LOWELL JOINT SCHOOL DISTRICT	VAL VERDE UNIFIED SCHOOL DISTRICT
MONROVIA UNIFIED SCHOOL DISTRICT	MAGNOLIA SCHOOL DISTRICT	REGION 9
MOUNTAIN VIEW ELEMENTARY SCHOOL DIST	NEWPORT MESA UNIFIED SCHOOL DISTRICT	BANNING UNIFIED SCHOOL DISTRICT
PASADENA UNIFIED SCHOOL DISTRICT	NORWALK LA MIRADA UNIFIED SCHOOL DIST	BARSTOW UNIFIED SCHOOL DISTRICT
ROSEMEAD SCHOOL DISTRICT	OCEAN VIEW SCHOOL DISTRICT	BEAR VALLEY UNIFIED SCHOOL
ROWLAND UNIFIED SCHOOL DISTRICT	ORANGE COUNTY DEPARTMENT OF EDUCATION	BEAUMONT UNIFIED SCHOOL DISTRICT
SAN GABRIEL SCHOOL DISTRICT	ORANGE UNIFIED SCHOOL DISTRICT	COACHELLA VALLEY UNIFIED SCHOOL DISTRICT
SAN MARINO UNIFIED SCHOOL DISTRICT	PLACENTIA YORBA LINDA SCHOOL DISTRICT	CORONADO UNIFIED SCHOOL DISTRICT
SOUTH PASADENA UNIFIED SCHOOL DISTRICT	SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT	DESERT SANDS UNIFIED SCHOOL DISTRICT
TEMPLE CITY UNIFIED SCHOOL DISTRICT	SANTA ANA UNIFIED SCHOOL DISTRICT	ESCONDIDO UNION HIGH SCHOOL DISTRICT
WEST COVINA UNIFIED SCHOOL DISTRICT	SOUTH WHITTIER SCHOOL DISTRICT	HESPERIA SCHOOL DISTRICT
	TUSTIN UNIFIED SCHOOL DISTRICT	Inland Leaders Charter School
	WALNUT VALLEY UNIFIED SCHOOL DISTRICT	LAKE ELSINORE UNIFIED SCHOOL DISTRICT
	WESTMINSTER SCHOOL DISTRICT	LEMON GROVE UNIFIED SCHOOL DISTRICT
	WHITTIER CITY SCHOOL DISTRICT	MENIFEE UNION SCHOOL DISTRICT
	WHITTIER UNION HIGH SCHOOL DISTRICT	MORONGO UNIFIED SCHOOL DISTRICT
	REGION 8	MURRIETA VALLEY USD
	ADELANTO ELEMENTARY SCHOOL DISTRICT	NATIONAL SCHOOL DISTRICT
	ALTA LOMA SCHOOL DISTRICT	ORO GRANDE SCHOOL DISTRICT
	ALVORD UNIFIED SCHOOL DISTRICT	PALM SPRINGS UNIFIED SCHOOL DISTRICT
	BONITA UNIFIED SCHOOL DISTRICT	PALO VERDE UNIFIED SCHOOL DISTRICT
	Central Elementary School District	PERRIS ELEMENTARY SCHOOL DISTRICT
	CHAFFEY JOINT HIGH SCHOOL DISTRICT	PERRIS UNION HIGH SCHOOL DISTRICT
		Redlands Unified School District
		ROMOLAND SCHOOL DISTRICT
		SOUTH BAY UNION SCHOOL DISTRICT
		SWEETWATER UNION HIGH SCHOOL DISTRICT
REGIONAL GROUP LEAD		TEMECULA VALLEY UNIFIED SCHOOL DISTRICT
CO-OP LEAD DISTRICT		VICTOR VALLEY UNION HIGH SCHOOL DISTRICT
		VISTA UNIFIED SCHOOL DISTRICT
		YUCAIPA-CALIMESA JOINT UNIFIED SCHOOL DIST

Appendix B: Minimum Services Vendor Agrees to Perform

12. The contracted work shall include:
- a) Calculating each co-op member's fair share of commodities and keep track of remaining balances using a perpetual inventory system.
 - b) Coordinate an online pre-planning process for USDA Foods orders, consolidating orders into full and partial truckload quantities.
 - c) Make recommendations to the Lead Agency for Direct Delivery and manufacturer processing diversions.
 - d) Place orders for all USDA Foods through Web Based Supply Chain Management (WBSCM) system or through dedicated personnel at the California Department of Education (CDE) Nutrition Services Division, Food Distribution Program.
 - e) Promptly inform members about USDA offerings, coordinate data collection/orders, re-cap, and place orders as needed.
 - f) Track all deliveries of USDA Foods, compare invoices from the CDE to actual receipts from the USDA Foods Direct Delivery Distributor of Contract, contracted processing manufacturers, and Member Districts. Investigate and mitigate discrepancies and report to the Lead Agency for payment.
 - g) Track all the incoming USDA Foods Direct Delivery items, compare them against the original orders and inform the members about any discrepancies.
 - h) Verify and post USDA Foods transfers with manufacturers.
 - i) Monitor and validate all available balances of USDA Foods stored with manufacturers.
 - j) Investigate failed sales transactions and mitigate problems as needed.
 - k) Inform each member of remaining balances in FMV dollars on a daily basis.
 - l) Provide at least one designated individual to furnish customer service member districts, manufacturers, and interested individuals regarding Co-Op business.
 - m) Monitor frequency of distributor sales reporting to sales transaction verification agencies such as K12 Foodservice and ProcessorLink.
 - n) Access reports with manufacturer processing sales verification agencies, and receive sales information from several manufacturers who maintain proprietary sales information systems.
 - o) Assist with coordination and administration of two annual meetings and food shows for Super Co-Op members.
 - p) Provide advocacy regarding Co-Op business with various manufacturers, CDE, USDA, and other interested parties.
 - q) Keep informed about state and federal regulations pertaining to USDA Foods management and inform the Lead Agency and Governing Council as needed.
 - r) Assist with Member District education program.
 - s) Participate in regular (typically bi-monthly) Governing Council meetings.
 - t) Participate in regular meetings with the Lead Agency.
13. Develop, host, and manage a website with both public and protected information available through passcode to Member Districts, distributors, and manufacturers. The information provided shall be updated on a daily basis and include, at a minimum, the following:
- a) Current entitlement share balances by Direct Delivery, Processing, DoD Produce, and USDA Pilot Project for Unprocessed Fruits and Vegetables, and adjustments to each balance.
 - b) Reports of purchases and delivered product via Direct Delivery, Processing, DoD Produce, and USDA Pilot Project for Unprocessed Fruits and Vegetables.
 - c) Reports of USDA Foods Direct Delivery on order.

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- d) Current available balances at approved manufacturers. The Super Co-Op operates single balances with all manufacturers except large bird chicken manufacturers.
 - e) Contact information for customer service.
 - f) Processed USDA Foods RFP pricing.
 - g) Buy, sell, and trade page for USDA Direct Delivery Foods.
 - h) Business updates, webinars, and other information
 - i) Current SEPDS for all approved manufacturers
 - j) Information shall be archived for a minimum of four school years, cleared each year on June 30, but available via report by school year to Member Districts for audit purposes.
14. Provide reports for the Lead Agency including, but not limited to:
- a) Current entitlement by district by entitlement category,
 - b) Pounds and value of USDA Foods on hand by manufacturer, by species, including beginning balance and expected loads,
 - c) Frequency of distributor reporting.
15. During the 2019-20 School Year, the following approximate volumes of information were processed by the Administrator:
- a) During peak periods, approximately 10,000 sales transactions per day,
 - b) 800 truckloads of USDA Direct Delivery,
 - c) 1,100 truckloads diverted to manufacturers.
16. Collect all USDA Foods State Administrative Fees from Member Districts and forward to the Lead Agency in a timely fashion for payment to the CDE.
17. Provide Lead Agency with detailed monthly invoice for services rendered under this contract no later than the fifteenth (15th) day of the month following delivery of services.
18. Contact Member Districts to assure Annual Food Distribution Program Contract Packets are completed before the due date.
19. Distribute annual Super Co-Op renewal agreements and collect completed agreements from all returning Member Districts.
20. Notify Member Districts of important information as needed and distribute communications from the Lead Agency.
21. Retain all pertinent records regarding all the proceedings in connection with Super Co-op activities. These records must be readily accessible to all Super Co-op members for audit purposes.
22. A list of SY2019-20 Member Districts is attached to this Request for Proposal as **Appendix A**.

Appendix E: List of SY2019-20 Approved Distributors

Gold Star Foods
KB Foods Distribution Inc.
School Lunch Products
Shamrock Foods
Sunrise Produce Co.
Swift Produce
SYSCO - Central California
SYSCO - Riverside
SYSCO - Sacramento
SYSCO - San Diego
SYSCO - San Francisco
SYSCO - Ventura
Valley Food Service