



Request for Proposal No. SUPER-01-24

Administrative Services and Distribution of Direct Delivery USDA Foods
for the Super Co-Op Joint Powers Authority, a California USDA Foods Cooperative

Lead District: San Mateo-Foster City School District
Lead District Representative: Fran Debost, Director of Child Nutrition Services
1140 Chess Drive, Foster City CA 94404

Date	Event
October 30 & November 6, 2023	Release and Advertisement of RFP SUPER-01-24
November 16, 2023	Deadline for Submitting Written Questions
November 17, 2023	Addendum Posted on Super Co-Op Website if needed
November 27, 2023 by 1:00 PM	Deadline for Submissions for RFP SUPER 01-24
December 13, 2023	Expected Award Date
December 15, 2023	RFP SUPER-01-24 Award Notifications Transmitted

There will be no public opening of proposals.

Deliver to: **San Mateo-Foster City School District**
Child Nutrition Services
1170 Chess Drive,
Foster City, CA 94404

Contact: **Child Nutrition Services**
Fran Debost, Director
Tel: (650) 312-7201
fdebost@smfcsd.net

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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 30, 2023

SECOND PUBLICATION: November 6, 2023

NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that the Governing Council of the Super Co-Op Joint Powers Authority ("Super Co-Op") will receive sealed Proposals for the procurement of the following:

Administrative Services and Distribution of Direct Delivery USDA Foods for the Super Co-Op Joint Powers Authority for School Year 2024-2025

Proposals must be received prior to 1:00 p.m. PST on November 27, 2023 ("Submittal Deadline").

Proposals must be delivered in person or by mail, in a sealed envelope, with original signatures, marked with the RFP number and title, and returned to:

**Child Nutrition Services
Attn: Fran Debost
San Mateo-Foster City School District
1170 Chess Drive
Foster City, CA 94404**

Respondents are responsible for making certain that Proposals are received by the above date and time. Proposals received after the scheduled Submittal Deadline will be returned unopened. Facsimile (FAX) or email copies will not be accepted. It is the proposer's responsibility to ensure that its proposal is submitted to Child Nutrition Services before the proposed Submittal Deadline.

Interested proposers ("Respondents") may access RFP information on the Super Co-Op website www.supercoop.org. If you have any questions regarding this RFP, please email Fran Debost, Director of Child Nutrition Services at fdebost@smfcsd.net, on or before November 16, 2023 at midnight. Questions must be submitted in writing.

Super Co-Op reserves the right to reject any and all submittals. Super Co-Op makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. In no event will Super Co-Op be responsible for the cost of preparing a response to this RFP. Super Co-Op also reserves the right to waive any informalities or irregularities in received submittals. Respondents will be responsible for obtaining any addendums or revisions to the RFP, which will be posted in the same manner as the RFP documents.

Thank you for your interest in Super Co-Op and participation in this process.

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.

NAME OF BIDDER COMPANY:			
Check ✓	Initials	Item to Return	Page(s)
		Respondent's checklist (this form): All items listed are checked, initialed, signed, and included in the complete proposal package	4
		Request for Proposal Signature Page	5
		Questionnaire	19
		Proposal Worksheet	20
		References	23
		Non-Collusion Declaration	24
		Certification Regarding Debarment, Suspension, Ineligibility	25
		Certification Regarding Lobbying	27
		Disclosure of Lobbying Activities	28
		Iran Contracting Act Certification	30
		Drug-Free Workplace Certification	31
		Workers' Compensation Certification	32
		Fingerprint Clearance and Criminal Background Investigation Certification	33
		Respondent's Statement Regarding Insurance Coverage	36
		Equal Opportunity Employment Certification	37
		Prohibition On Poultry Products Imported From The People's Republic Of China Vendor Certification	38
		Amendments and/or Addendums, if released	

Request for Proposal Signature Page

This Request for Proposal (RFP) is for Administrative Services and the Distribution of Direct Delivery USDA Foods for the Super Co-Op Joint Powers Authority (“Super Co-Op”), a USDA Foods cooperative in the state of California. The contracted work shall include:

- As an administrator, working as an independent contractor, the coordination of all aspects of USDA Foods ordering and delivery; entitlement management; manufacturer pounds balance tracking; collection and payment of state fees; website development, hosting, and management; and advocating on behalf of Member Districts and Participants of Super Co-Op.
- As a distributor, receive large quantities (truckloads and/or partial truckloads) of dry, refrigerated, and frozen product that will be delivered by USDA to the Provisioner at no cost to the Provisioner, store and distribute the Direct Delivery USDA Foods to Member Districts and Participants of Super Co-Op .
- Please submit your proposal for the services on the attached Proposal Worksheet. Before responding, please read the Instructions and Conditions and Scope of Work to thoroughly acquaint yourself with the project. A sample agreement is included in *Appendix F*.

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 1:00 PM, November 27, 2023**. Follow the Respondent’s Checklist to assist with ensuring a complete Proposal.

If further clarification is needed, call Fran Debost at the San Mateo-Foster City School District Child Nutrition Services Department at (650) 312-7201 or email fdebost@smfcsd.net.

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 Super Co-Op Joint Powers Authority (Super Co-Op), will consider Proposals from responsive and responsible vendors interested in providing Administrative Services and Distribution Services of Direct Delivery USDA foods for Super 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 and payment of state fees; website development, hosting, and management; and advocating on behalf of Super Co-Op, Member Districts and Participants of Super Co-Op. The distributor receives Foods from the USDA, stores and delivers them to the Member Districts and Participants of Super Co-Op.

1. PREPARATION OF PROPOSALS

A. A complete proposal will contain all of the following items:

- a. Checklist
- b. Request for Proposal Signature Page
- c. Questionnaire
- d. Proposal Worksheet
- e. References
- f. Non-Collusion Declaration
- g. Suspension & Debarment Certification
- h. Certification Regarding Lobbying
- i. Disclosure of Lobbying Activities
- j. Iran Contracting Act Certification
- k. Drug-Free Workplace Certification
- l. Workers' compensation Certification
- m. Fingerprint Clearance and Criminal Background Investigation Certification
- n. Respondent's Statement Regarding Insurance Coverage
- o. Equal Opportunity Employment Certification
- p. 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 the person signing the 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 27, 2023.**

H. It is the Respondent's responsibility to ensure that their proposal is delivered on time to the proper location. Proposals received after the closing date and time will be returned unopened.

- I. Changes or additions to the bid forms, alternate bids, or any other modifications of the bid forms are not allowed.
- J. 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.
- K. Original documents shall be submitted; no email, fax, or phone bids will be accepted.
- L. 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.
- M. Upon submission of proposal documents, all such documents shall become the property of Super Co-Op.
- N. Verify your proposals before submission as they cannot be withdrawn or corrected after being opened or withdrawn after the specified time has elapsed.
- O. Any information not specifically requested will not be considered in the award.
- P. All Respondents will be responsible for obtaining any addendums or revisions to the project. Questions, clarifications, or comments regarding this RFP must be in writing and received by San Mateo-Foster City School District Child Nutrition Services **no later than midnight on November 16, 2023**. Questions are to be e-mailed to fdebost@smfcsd.net. The San Mateo-Foster City School District Nutrition Services shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than as instructed above. Any addenda released shall be posted in the same manner as the RFP document at www.super-coop.org.

2. MEMBER DISTRICTS, PARTICIPANTS AND DELIVERY LOCATIONS

- A. A list of SY2023-24 Super Co-Op Member Districts and Participants is included as Appendix A. A list of the number of SY2023-24 delivery locations is included as *Appendix B*
- B. **Member District or Participant Additions and Deletions.** For the term of the Contract and any mutually agreed extensions pursuant to this request for proposal, at the option of the Provisioner and Super Co-Op, Member Districts or Participants of the Super Co-Op may be added to or deleted from this Proposal.

3. DIRECTLY DELIVERED USDA FOODS

- A. **Delivery to Member Districts and Participants.** The Provisioner shall deliver all USDA Foods to Super Co-Op Member Districts and Participants in accordance with records, as provided by the Super Co-Op Lead District.
- B. **Storage and Delivery.** The Provisioner shall deliver Direct Delivery USDA Foods directly to Member Districts and Participants on a weekly, bi-weekly, and/or monthly schedule, or a schedule acceptable to individual Member Districts and Participants. USDA Foods shall be delivered within thirty (30) calendar days of receipt at the Provisioner's warehouse unless a request for long-term storage, or pick-up by a Member District or Participant is made. USDA Foods held longer than thirty (30) days at the request of the Member District or Participant may incur an additional charge for storage, billed directly to the Member District or Participant by the Provisioner. This fee for storage shall be entered on the Proposal Worksheet on **Page 22 Section 3i**. The Provisioner, with permission from the Member District or Participant, may hold shipment longer than thirty (30) days for the purpose of combining deliveries, however, the Member District or Participant may not be charged additional fees for storage and handling in this case.

- C. **Department of Defense Fresh Produce.** In some cases, Member Districts or Participants choose, but are not obligated, to direct Department of Defense (DoD) Fresh Produce through the Provisioner warehouse for delivery to the Member District or Participant. In this case, the produce would be delivered by the DoD Fresh Produce federally contracted distributor at no charge to the Provisioner and the Provisioner would deliver the produce to the Member District or Participant. Please quote this optional service on the Proposal Worksheet (**Page 22, Section 3.j.**) A list of Member Districts and Participants participating in this process for the SY 2023-24 is included as *Appendix C*.
- D. **Notification of Receipt.** The Provisioner shall notify each Member District and Participant via electronic or web-based communication when product is received and ready to ship. The Provisioner shall coordinate shipments to Member Districts and Participants.
- E. **Member District and Participant Pick-Up.** A Member District or Participant may choose to pick up product directly from the Provisioner. Please quote any fees for this process on the Proposal Worksheet (**Page 21, Section 3b**).
- F. **Pricing.** Provisioner shall quote prices in the manner set forth on the Proposal Worksheet. Prices quoted shall be for all Super Co-Op Member District and Participant locations (*Appendix B*).
- FOB.** All pricing is FOB delivered to the Super Co-Op Member District and Participant locations. All freight charges must be included in the bid price. Any minimum delivery amounts must be listed with the bid price on the Proposal Worksheet.
- Invoices.** A legible delivery receipt shall accompany all deliveries to Member District and Participant sites and a legible delivery discrepancy receipt shall be left at the delivery site in the case of a return or shortage. Credits shall be issued in a timely manner. Reports of all shortages, damaged goods, and delivery discrepancies shall be forwarded to the Super Co-Op Lead District within 10 working days.
- Payment.** Prompt payment for the delivery of Direct Delivery USDA Foods may be requested after actual delivery of goods to the required destination as outlined in the conditions. Member Districts and Participants are solely responsible for payment to the Provisioner for product stored or delivered on their behalf. Extended storage fees shall be billed monthly directly to the Member District or Participant.
- G. **Access to WBSCM.** Provisioner shall gain and maintain access to the USDA Web Based Supply Chain Management (WBSCM) system to report and manage deliveries of Direct Delivery USDA Foods in accordance with federal procedures.

4. SUPER CO-OP DIRECT DELIVERY USDA FOODS STORAGE POLICY

The Super Co-Op Governing Council maintains a policy for storage of Direct Delivery USDA Foods. Prospective Provisioner should acquaint themselves with these policies, found in Appendix D, and be aware of any provisions that may affect the implementation of this contract. These policies are subject to change and any changes will be mutually agreed upon by the parties of this contract prior to implementation.

5. FULL OPPORTUNITY

Super Co-Op hereby affirms that Disadvantaged Business Enterprises (DBE), Small Local Business Enterprises (SLBE), Small Emerging Local Business Enterprises (SELBE), Disabled 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.

6. 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 with any member of the Super Co-Op Governing Council, or with any employee of Super Co-Op except for clarifications and questions as described herein. Any such contacts shall be grounds for the disqualification of the entity submitting a proposal.

7. LIMITATIONS

The award of a contract, if at all, is at the sole discretion of Super Co-Op. Super Co-Op 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 Super Co-Op in response to this RFP, will not be returned and will become the property of Super Co-Op 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 Super Co-Op 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 Super Co-Op and shall not be subject to disclosure in accordance with the parameters of the California Public Records Act until after either: (1) Super Co-Op and the successful Respondent have completed negotiations and entered into an agreement, or (2) Super Co-Op has rejected all proposals. Furthermore, Super Co-Op will have no liability to the Respondent or any other party as a result of any public disclosure of any proposal.

8. AWARD

Awards will be made to a single responsive and responsible Respondent who meets the terms and conditions of RFP SUPER-01-24. The Super Co-Op Governing Council, in its sole discretion, reserves the right to:

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

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

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

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

Criteria	Maximum Points
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Experience and capabilities with school nutrition programs and/or cooperative purchasing groups	20
Systems, website, and report capability	10
Customer references	5
Responsibility and Business Sustainability	10
Food Safety - HACCP Plant and Plant Security	5
Cost	50
Total Points possible	100

Each Proposal will be evaluated based on criteria and priorities defined by Super Co-Op with specific attention to those features, functional and technical aspects noted for each section. Super Co-Op's evaluation panel will award the contract based on the prospective Provisioner's submission that best meets the needs of Super Co-Op with regard to the RFP specifications contained herein.

If needed, the 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. Super Co-Op reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal. The contract ultimately executed will be entered into between the Provisioner and the Super Co-Op Joint Powers Authority.

9. EXECUTION OF CONTRACT

The successful Provisioner shall, within fourteen (14) calendar days of notice of award of contract, sign and deliver to Super Co-Op the executed contract along with all documents required by the contract.

10. 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 Super Co-Op's requirements, Super Co-Op may, at its sole discretion, annul and set aside the contract entered into with said vendor, either in whole or in part, and enter into a new contract for the same items in such manner as seems to the Super Co-Op Governing Council to be to the best advantage of the Super Co-Op Members and Participants. 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 Super Co-Op Governing Council 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 Governing Council or its representatives, if requested. Failure to fulfill the contract may result in bidder disqualification in subsequent(s) years due to non-responsible practices.

11. 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.

12. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS OR USDA FOODS PRODUCTS.

The Respondent hereby agrees and acknowledges that monies utilized by Super Co-Op and its Member Districts and Participants to purchase the items bid herein is public money appropriated by the federal government and/or State of California or acquired by Super Co-Op and Member Districts and Participants from similar public sources and is subject to variation. Super Co-Op fully reserves the right to cancel this RFP at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds and/or lack of availability of USDA Foods products.

13. EVIDENCE OF RESPONSIBILITY AND BUSINESS SUSTAINABILITY.

Prospective Provisioner shall submit with their proposal, evidence showing the Provisioner's experience in the type of work being required by this solicitation, the Provisioner's organization available for the performance of the contracted work, and any other evidence of the Provisioner's qualifications to perform the proposed services. In addition, provide evidence of sustainability of the business including current or proposed management of financial, social and environmental risks, obligations and opportunities. If requested in writing with the proposal, Super Co-Op will not publicly disclose this information upon opening of proposals. Super Co-Op may consider such evidence before making the decision to award the proposed contract. In addition, the Provisioner shall open their facilities for inspection by Super Co-Op prior to the contract award, and if awarded, at any time during the life of the contract.

14. INSURANCE.

The Provisioner shall carry and maintain during the entire term of this Contract the following insurance coverage. The Provisioner shall insure against loss or damage or any kind occurring to the USDA Foods including, but not limited to mis-delivery, theft, fire, spoilage, infestation, and destruction. Replacement of product shall be made at market value or remuneration paid at current USDA Fair Market Value. In addition, the Provisioner shall provide at the Provisioner expense, property liability insurance and general liability insurance in the amount of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate, automobile liability in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage, and Workers' Compensation and Employers' Liability limits as required by the Labor Code and the State of California. A certificate of insurance must be submitted upon award with endorsement naming the Super Co-Op Joint Powers Authority as additional insured.

15. HOLD HARMLESS

The Provisioner shall save, defend, hold harmless and indemnify Super Co-Op 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 Provisioner, or any employee, agent, or representative of the Provisioner. The Provisioner will have no authority to enter into contracts that bind or create obligations on the part of the Lead District of the Super Co-Op.

16. PRICING - TERM OF CONTRACT

The term of this Agreement shall be for eighteen (18) months (starting January 1, 2024, through June 30, 2025). Super Co-Op administration will start on January 1, 2024 and the distribution of Direct Delivery USDA Foods will start on July 1, 2024. Quoted prices must stay in effect for eighteen months after award of Proposal and may be extended upon mutual consent of Super Co-Op and Provisioner for an additional two (2) eighteen-month increments in accordance with provisions contained in the Education Code, Sections 17596 (K-12), for a total period of 4.5 years until June 30, 2028. The extension may be granted provided that Super Co-Op has deemed the products and services of the Provisioner satisfactory. Price increases may be negotiated subject to existing local market conditions, and as determined by the San Mateo County 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 San Mateo 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 Super Co-Op reserves the right to revoke the award unless the decrease is passed on to Super Co-Op.

17. NON-COLLUSION DECLARATION

Each Respondent must return with this proposal a fully executed Non-Collusion Declaration, as required by Public Contract Section 7106. (Attached). Failure to submit these documents shall be grounds to reject the proposal as non-responsive.

18. 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), an Iran Contracting Act Certification, a contractor's certificate regarding drug-free workplace, a Fingerprint Clearance and Criminal Background Investigation certification, a contractor's certificate regarding workers' compensation, a Respondent's Statement Regarding Insurance Coverage and an Equal Opportunity Employment Certification.

19. PIGGYBACK CLAUSE

No additional entities are authorized to piggyback on this Proposal.

20. PREVAILING LAW.

In the event of any conflict to ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all products and equipment to be supplied or services to be performed under this proposal shall conform to all applicable requirements of local, state, and federal law.

21. GOOD FAITH AGREEMENT.

It is the intent of Super Co-Op and the Member Districts and Participants of the Super Co-Op to take action on the contract that results from the award of this Request for Proposals in an honest and trustworthy manner and expects the successful Provisioner to act in a like manner. Both parties will work in good faith to reach a mutually agreeable conclusion should discord arise, without the need for an arbitrator.

22. CONTRACT CONVEYANCE

The current "Lead District" for Super Co-Op is the San Mateo-Foster City School District. Should the duties of "Lead District" be conveyed to another Member District or Participant 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 District” and the terms of the contract will be fulfilled for the duration of the contract period.

23. SUBCONTRACTING

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

24. REFERENCES

The Provisioner must provide three references on the Reference Form. Super Co-Op reserves the right to contact any of the references listed and may conduct reference checks with individuals and entities beyond those listed.

25. PROPRIETARY INFORMATION

During the course of the Proposal process and the fulfillment of the resulting contract, the Provisioner may have access to private or confidential information which may be owned or controlled by the Lead District, Member Districts, Participants, 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 District, Super Co-Op Member Districts and Participants, distributors, its employees and/or students. The Provisioner also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Provisioner to civil liability. Consequently, Provisioner agrees that all information disclosed by the Lead District, Member Districts, Participants, and distributors shall be held in confidence and used only in performance of the Agreement. The Provisioner shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

26. SOLICITATION PROTEST PROCEDURES.

If the Respondent believes that the award is not in compliance with law, Super Co-Op policy, or the bid specification, the bidder may protest the award. A protest must be filed in writing with the representative of the Lead District or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A Respondent's failure to file the protested documents in a timely manner shall constitute a waiver of the right to protest the award of the contract. The representative of the Lead District or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The representative of the Lead District or designee may also convene a meeting with the bidder in order to attempt to resolve the problem. The bidder may appeal the representative of the Lead District or designee's decision to the Governing Council. The representative of the Lead District or designee shall provide notice to the Respondent of the date and time for Governing Council consideration of the protest at least three business days before the Governing Council meeting. The Governing Council's decision shall be final.

PRESENTATION OF SUPER CO-OP

The Super Co-Op Joint Powers Authority ("Super Co-Op") is a USDA Foods cooperative operating in California since 2001. Membership for the school year 2023-2024 is 232 districts with a \$81.6 million USDA Foods entitlement based on an estimated 223.5 million lunches served annually. It is the largest USDA Foods group in the nation. The San Mateo-Foster City School District is the Lead District for the Super Co-Op and has authority to conduct business transactions on behalf of the Member Districts and Participants of Super Co-Op. Districts' locations vary from Red Bluff in the north to Chula Vista in the south, and are of varying sizes. A list of all Member Districts and Participants is included in *Appendix A*.

In school year 2022-2023, Super Co-Op received approximately 486 truckloads of Direct Delivery USDA Foods in a combination of dry, refrigerated, and frozen temperatures in the following monthly proportions:

Month	Dry	Refrigerated	Frozen	Total Cases	Total Truckloads
July	27902	5900	29254	63056	67
August	15113	12644	41942	69699	75
September	17248	20826	34329	72403	73
October	23857	9055	24691	57603	66
November	12531	8651	26765	47947	51
December	11704	6354	7556	25614	28
January	18906	10002	17986	46894	48
February	10178	11871	16327	38376	39
March	6660	8798	7844	23302	23
April	7636	4856	1000	13492	16
May	0	0	0	0	0
Grand Totals	151735	98957	207694	458386	486

SCOPE OF WORK

No proposals shall receive consideration by Super Co-Op for this contract unless it meets the following requirements and specifications:

ADMINISTRATION

1. The contracted work shall include:

- a) Calculate each Super Co-Op Member Districts and Participants 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 District 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 Member Districts and Participants 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 District 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 to Member Districts, Participants, manufacturers, and interested individuals regarding Super 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 Member Districts and Participants.
- p) Provide advocacy regarding Super 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 District and Governing Council as needed.
- r) Assist with Member Districts and Participants' education programs.
- s) Participate in regular (typically bi-monthly) Governing Council meetings.
- t) Participate in regular meetings with the Lead District.

2. Develop, host, and manage a website with both public and protected information available through passcode to Member Districts, Participants, distributors, and manufacturers. The information provided shall be updated daily 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 bank 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 Direct Delivery USDA 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 and Participants for audit purposes.
 - k) The website shall host the applications of school districts wanting to join Super Co-Op, the assignment of USDA Foods contracts, and the Members and Participants' annual membership renewals forms, and provide e-signature functionality for these documents.
3. Provide reports for the Lead District including, but not limited to:
 - a) Current entitlement by Member District and Participant 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 school year 2022-2023, the following approximate volumes of information were processed by the Administrator:
 - a) 85,000 Processed USDA sales transactions/week being reported by approved distributors and direct reporting manufacturers
 - b) 486 truckloads of USDA Direct Delivery,
 - c) 772 truckloads diverted to manufacturers.
 5. Collect all USDA Foods State Administrative Fees from Member Districts and Participants and remit the funds to the State of California.
 6. Provide Lead District with a 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 and Participants to assure Annual Food Distribution Program Contract Packets are completed before the due date.
 8. Notify Member Districts and Participants of important information as needed and distribute communications from the Lead District.
 9. 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 Member Districts and Participants for audit purposes.

DISTRIBUTION OF USDA FOODS DIRECT DELIVERY

Currently, USDA Foods are delivered to 1717 locations throughout California. The number of delivery locations per district is included in *Appendix B*. Every year new districts join Super Co-Op and others leave, and the list is subject to change for the school year 2024-2025.

1. Receive and store large quantities (truckloads or partial truckloads) of dry, refrigerated, and frozen product from the USDA at no cost to the Provisioner.
2. Distribute Direct Delivery USDA Foods to Member Districts and Participants of the Super Co-Op. Deliveries will be made directly to Member Districts and Participants on a weekly, bi-weekly, and/or monthly schedule, or a schedule acceptable to individual Member Districts or Participants, but not less than 30 calendar days of receipt unless other arrangements have been made by the Member District or Participants. USDA Foods held by the Provisioner for longer than thirty (30) days at the request of the Member District or Participant may incur an additional charge for storage, billed directly to the Member District or Participant by the Provisioner.
3. Notify arrival of each load of USDA Foods received to the USDA within 48 hours of receiving. Notification to USDA shall be made through the Web Based Supply Chain Management (WBSCM) per USDA regulations and procedures. All bills of lading shall be kept for retention.
4. After receipt of delivery, the Provisioner may store products at more than one location, provided there is no additional cost to Member Districts and Participants. The Super Co-Op Lead District will provide the distribution information for each truckload received. All products shall be stored using a First In-First Out (FIFO) inventory procedure. Product held by the Provisioner for more than thirty (30) days at the request of the Member District or Participant may incur an additional charge for storage, billed directly to the Member District or Participant by the Provisioner.
5. Provide notification to each Member District and Participant via electronic or web-based communication when product is received and ready to ship. The Provisioner shall coordinate shipments to Member Districts and Participants.
6. Report all shortages, damaged goods, and delivery discrepancies to the Super Co-Op Lead District representative within 10 working days.

Federal Non-Discrimination Statement

In accordance with federal civil rights law and USDA civil rights regulations and policies, this institution is prohibited from discriminating based on race, color, national origin, religion, sex (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:

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

2. fax:

(202) 690-7442; or

3. email:

program.intake@usda.gov

This institution is an equal opportunity provider.

QUESTIONNAIRE

Please provide responses to the questions below.

1. Describe your company's experience with management of cooperatives and/or purchasing groups.
2. Describe your experience in managing school districts' entitlement and distribution of Direct Delivery USDA foods and processed USDA Foods.
3. Describe how you will provide customer service to Member Districts, Participants, 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.
4. Describe your knowledge of the Child Nutrition Programs and the USDA Foods Program and the USDA Foods Processing Program.
5. Describe how you would provide advocacy on behalf of Member Districts and Participants with CDE, USDA, or other governmental agencies on an important issue.
6. Describe the availability, qualifications, and characteristics of the personnel that will be dedicated to performing tasks and services required by this contract.
7. Describe the procedure you will use to collect USDA Foods State Administrative Fees from Member Districts and Participants, how you will retain those funds, and how you will remit those funds to the State of California including a timeline for the process.
8. Describe the method that will be used to notify each Member District and Participant when USDA Foods are received at your facility.
9. Describe the order system that will be used to facilitate delivery of USDA Foods to Member Districts.
10. Describe how you will obtain all information necessary to perform the services requested from the current administrator and distributor and how you will make them available in your systems including a timeline.
11. Describe how you will store and manage the applications of districts who want to join Super Co-Op, the assignments of USDA Foods contracts and annual membership renewal forms. Will you provide an electronic signature functionality?

PROPOSAL WORKSHEET

Proposer Company Name:	
------------------------	--

Proposals shall receive consideration by the Super Co-Op when responses are completed for every question below. Please answer each question below. Attach additional pages if needed to provide thorough responses.

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.

3. Distribution of Direct Delivery USDA Foods

- a) Quote price per case of Direct Delivery USDA Foods product delivered to Member District and Participant locations in each region. Price quotes shall include all charges for receiving, handling, storage up to 30 days, and delivery to Member District and Participant locations.

Quote price per case		
Dry	Refrigerated	Frozen
\$	\$	\$

- b) Quote price per case of Direct Delivery USDA Foods product picked up by Member District or Participant, other commercial distributor, or food processor at proposer's facility. Price quoted shall include all charges for receiving, handling, storage up to 30 days.

Quote price per case		
Dry	Refrigerated	Frozen
\$	\$	\$

- c) Describe the frequency of delivery you can offer to Member Districts and Participants.
- d) Are there a minimum number of cases required per each delivery or site?
- e) If the minimum number of cases is not ordered, what is the additional cost per case for delivery?
\$ _____
- f) Is delivery to individual school sites within a Member District or Participant available? Check one box: Yes ☐ No ☐
If yes, what (if any) is the additional price per case of this service? \$ _____
- g) Outline any discount terms or payment options available:
- h) Amount of storage space available to dedicate to storage of Direct Delivery USDA Foods as required in this solicitation:

Storage space available (Sq. Ft.)		
Dry	Refrigerated	Frozen

- i) What is the price per case for extended storage beyond 30 days from receipt?

Storage cost per case		
Dry	Refrigerated	Frozen
\$	\$	\$
Indicate frequency of storage cost charges (Ex: weekly, monthly)		

Describe the method that will be used to calculate fees for extended storage.

- j) Alternate delivery of DoD Fresh Produce (See Pages 8, section C): Are you willing and able to provide receiving, storage, and delivery of DoD Fresh Produce for Member Districts and Participants? If your response is “yes”, please provide a per case cost for this service below.

Check one box: Yes ☐ No ☐

DoD Fresh Produce cost per case
Delivery
\$

- k) Provide evidence of responsibility and business sustainability (See Page 11, Section 13)
- l) Describe food safety and plant security procedures currently in place .
- m) Describe Provisioner experience handling Direct Delivery USDA Foods and/or processed USDA Foods.

REFERENCES

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

Please submit at least two (2) current school district references requiring multiple deliveries per week.

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	

NON COLLUSION DECLARATION

To Be Submitted With Proposal

Administrative Services and Distribution of Direct Delivery USDA Foods for the Super Co-Op Joint Powers Authority for School Year 2024-25

RFP NO. SUPER 01-24

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 _____, 20____

[Date]

at _____,

[City]

[State]

Signature: _____

Print Name: _____

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.

Super Co-Op Joint Powers Authority
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 Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

To Be Submitted with Proposal

Administrative Services and Distribution of Direct Delivery USDA Foods

for the Super Co-Op Joint Powers Authority for School Year 2024-2025

RFP No. SUPER 24-01

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print) _____

TITLE: _____

(Signature)

(Date)

Disclosure of Lobbying Activities

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

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__ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: ____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. 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 sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in 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, the 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).

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

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

IRAN CONTRACTING ACT CERTIFICATION
(California Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

**CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE**

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

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

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

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

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

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

DATE: _____ CONTRACTOR _____

By: _____
Signature

WORKERS' COMPENSATION INSURANCE CERTIFICATE

To Be Submitted with Proposal

Administrative Services and Distribution of Direct Delivery USDA Foods

for the Super Co-Op Joint Powers Authority for School Year 2024-2025

RFP No. SUPER 24-01

Labor Code section 3700, in relevant part, provides:

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

· By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or

· By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Name of Respondent (Person, Firm, or Corporation)

Signature of Respondent's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

FINGERPRINT AND CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

To Be Submitted with Proposal

Administrative Services and Distribution of Direct Delivery USDA Foods for the Super Co-Op Joint Powers Authority for School Year 2024-2025

RFP No. SUPER 24-01

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.:

One of the boxes below must be checked with regard to Contracting Party and Contracting Party's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) ("Contracting Party's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

- ☐ Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

- ☐ Contracting Party/Contracting Party's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

— The services provided by Contracting Party/Contracting Party's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]

— Contracting Party/Contracting Party's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision: _____

— Contracting Party/Contracting Party's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

- ☐ Contracting Party is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or

(3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.

- ☐ Contracting Party is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contracting Party performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contracting Party's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as Attachment "A." No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contracting Party's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement. **A list of Contracting Party's Personnel is attached hereto as Attachment A.**

Date: _____

Contracting Party: _____

Signature: _____

Print Name: _____

Title: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK]

ATTACHMENT "A"

Contracting Party's Personnel

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

If further space is required for the list of personnel, attach additional copies of this page.

RESPONDENT'S STATEMENT REGARDING INSURANCE COVERAGE

To Be Submitted with Proposal

Administrative Services and Distribution of Direct Delivery USDA Foods

for the Super Co-Op Joint Powers Authority for School Year 2024-2025

RFP No. SUPER 24-01

Respondent HEREBY CERTIFIES that the Respondent has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Respondent be awarded the contract for the work, Respondent further certifies that the Respondent can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Super Co-Op Joint Powers Authority as Additional Insured for the work specified.

Name of Respondent (Person, Firm, or Corporation)

Signature of Respondent's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

EQUAL OPPORTUNITY EMPLOYMENT CERTIFICATION

To Be Submitted with Proposal

**Administrative Services and Distribution of Direct Delivery USDA Foods
for the Super Co-Op Joint Powers Authority for School Year 2024-2025**

RFP No. SUPER 24-01

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the _____

(Company)

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

Date: _____

Contracting Party: _____

Signature: _____

Print Name: _____

Title: _____

PROHIBITION ON POULTRY PRODUCTS IMPORTED FROM
THE PEOPLE’S REPUBLIC OF CHINA VENDOR CERTIFICATION FORM

To Be Submitted with Proposal

Administrative Services and Distribution of Direct Delivery USDA Foods
for the Super Co-Op Joint Powers Authority for School Year 2024-2025

RFP No. SUPER 24-01

Adapted from California Department of Education’s PRU-21

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

Implementation of this prohibition should be done by including the provision in all procurement solicitations and contracts for the procurement of poultry. To ensure compliance with the prohibition, program operators should obtain a certification of acknowledgement from their supplier, e.g., manufacturer, processor, or distributor, that acknowledges their agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116–260). A sample of the certification language is attached to this communication and is also located below.

Vendor Certification:

The Consolidated Appropriations Act of 2021 (Public Law 116–260), Division A, Section 764 (signed into law on December 27, 2020), prohibits all Child Nutrition Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People’s Republic of China.

We _____ (**insert vendor name**), certify that _____ (**insert product name**) did not use federal funds to procure raw or processed poultry products that are imported into the United States from the People’s Republic of China.

We further acknowledge that noncompliance with this federal requirement may result in a finding of disallowable cost(s).

Respondent Company Name

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

Signature(s)

Date

Appendix A: Super Co-Op Member Districts and Participants by Region
SY2023-24
(subject to change for SY 2024-25)

REGION 1	REGION 2	REGION 3
BRITTAN SCHOOL DISTRICT BUCKEYE UNION SCHOOL DISTRICT LODI UNIFIED SCHOOL DISTRICT MARCUM-ILLINOIS UNION SCHOOL DISTRICT NATOMAS UNIFIED SCHOOL DISTRICT OROVILLE UNION HIGH SCHOOL DISTRICT PARADISE UNIFIED SCHOOL DISTRICT PLUMAS LAKE ELEMENTARY SCHOOL DIST RED BLUFF ELEMENTARY SCHOOL DISTRICT RESCUE UNION SCHOOL DISTRICT SAN JUAN UNIFIED SCHOOL DISTRICT WASHINGTON UNIFIED SCHOOL DISTRICT	ACALANES UNION HIGH SCHOOL DISTRICT ALAMEDA UNIFIED SCHOOL DISTRICT ANTIOCH UNIFIED SCHOOL DISTRICT AROMAS SAN JUAN UNIFIED SCHOOL DISTRICT CAMPBELL UNION HIGH SCHOOL DISTRICT COUNTY OF SANTA CLARA CUPERTINO UNION SCHOOL DISTRICT FREMONT UNIFIED SCHOOL DISTRICT HOLLISTER SCHOOL DISTRICT LIVE OAK ELEMENTARY SD MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT MORGAN HILL UNIFIED SCHOOL DISTRICT NORTH COUNTY JOINT UNIFIED SCHOOL DISTRICT NOVATO UNIFIED SCHOOL DISTRICT PAJARO VALLEY UNIFIED SCHOOL DISTRICT SALINAS CITY ELEMENTARY SCHOOL DISTRICT SAN BENITO HIGH SCHOOL DISTRICT SANTA CRUZ CITY ELEM SCHOOL DISTRICT SANTA RITA UNION SCHOOL DISTRICT SONOMA VALLEY UNIFIED SCHOOL DISTRICT SOUTH SAN FRANCISCO SCHOOL DISTRICT	ALVIEW DAIRYLAND UNION SCHOOL DISTRICT ARMONA UNION ELEMENTARY SCHOOL DISTRICT ATWATER UNIFIED SCHOOL DISTRICT BURTON ELEMENTARY SCHOOL DISTRICT CARUTHERS UNIFIED SCHOOL DISTRICT CENTRAL UNIFIED SCHOOL CENTRAL UNION SCHOOL DISTRICT CERES UNIFIED SCHOOL DIST CHOWCHILLA ELEM SCHOOL DISTRICT CHOWCHILLA UNION SCHOOL DISTRICT CLOVIS UNIFIED SCHOOL DISTRICT COALINGA-HURON UNIFIED SCHOOL DISTRICT CORCORAN UNIFIED SCHOOL DISTRICT CUTLER-OROSI SCHOOL DISTRICT DELANO UNION ELEMENTARY SCHOOL DISTRICT DINUBA UNIFIED SCHOOL DISTRICT EXETER UNIFIED SCHOOL DISTRICT FIREBAUGH-LAS DELTAS UNIFIED SCHOOL DISTRICT FOWLER UNIFIED SCHOOL DISTRICT GOLDEN PLAINS UNIFIED GOLDEN VALLEY UNIFIED SCHOOL DISTRICT GUSTINE UNIFIED SCHOOL DISTRICT HANFORD ELEMENTARY SCHOOL DISTRICT HANFORD JOINT UNION HIGH SCHOOL DISTRICT HIGH TECH HIGH SCHOOL KERMAN UNIFIED SCHOOL DISTRICT KERN HIGH SCHOOL DISTRICT KING CITY UNION SCHOOLS KINGS CANYON UNIFIED SCHOOL DISTRICT KINGS RIVER HARDWICK SCHOOL DISTRICT KINGSBURG JOINT UNION SD LATON JOINT UNIFIED SCHOOL DISTRICT LEMOORE UNION ELEMENTARY SCH DIST LEMOORE UNION HIGH SCHOOL DISTRICT LINDSAY UNIFIED SCHOOL DISTRICT LOS BANOS UNIFIED SCHOOL DISTRICT MADERA UNIFIED SCHOOL DISTRICT MARIPOSA SCHOOL DISTRICT MC SWAIN ELEMENTARY SCHOOL DISTRICT MENDOTA UNIFIED SCHOOL DISTRICT MERCED CITY SCHOOL DISTRICT Modesto City Elementary School District MONSON-SULTANA JOINT UNION ELEMENTARY SCHOOL DIST. PIONEER UNION ELEMENTARY PIXLEY UNION SCHOOL DISTRICT PORTERVILLE UNIFIED SCHOOL DISTRICT REEF-SUNSET UNIFIED SCHOOL DISTRICT RICHGROVE SCHOOL DISTRICT RIVERDALE JOINT UNIFIED SCHOOL DISTRICT SANGER UNIFIED SCHOOL DISTRICT SELMA UNIFIED SCHOOL DISTRICT SIERRA UNIFIED SCHOOL DISTRICT TEMPLETON UNIFIED SCHOOL DISTRICT TIPTON ELEMENTARY SCHOOL DISTRICT TULARE CITY SCHOOL DISTRICT TULARE JOINT UNIFIED SCHOOL DISTRICT VISALIA UNIFIED SCHOOL DISTRICT WEAVER UNION ELEMENTARY SCHOOL DISTRICT WEST PARK ELEMENTARY SCHOOL DISTRICT WOODLAKE PUBLIC SCHOOLS WOODVILLE UNION ELEMENTARY SCHOOL DISTRICT

Appendix A: Super Co-Op Member Districts and Participants by Region

SY2023-24 – continued

REGION 4	REGION 5	REGION 6
COAST UNIFIED SCHOOL DISTRICT GRANADA HILLS CHARTER SCHOOL HUENEME ELEMENTARY SCHOOL DISTRICT LAS VIRGENES UNIFIED SCHOOL DISTRICT LOMPOC UNIFIED SCHOOL DISTRICT MOORPARK SCHOOL DISTRICT OAK PARK UNIFIED SCHOOL DISTRICT OJAI UNIFIED SCHOOL DISTRICT ORCUTT UNIFIED SCHOOL DISTRICT OXNARD UNION HIGH SCHOOL DISTRICT PASO ROBLES JOINT UNIFIED HIGH SCHOOL DISTRICT PLEASANT VALLEY SCHOOL DISTRICT SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT SANTA CLARITA VALLEY SCHOOL DISTRICT SANTA MARIA BONITA ELEMENTARY SIMI VALLEY UNIFIED SCHOOL DISTRICT VAUGHN NEXT CENTURY CENTER VENTURA UNIFIED SCHOOL DISTRICT	BELLFLOWER UNIFIED SCHOOL DISTRICT COMPTON UNIFIED SCHOOL DISTRICT CULVER CITY UNIFIED SCHOOL DISTRICT EL SEGUNDO UNIFIED SCHOOL DISTRICT HAWTHORNE SCHOOL DISTRICT INGLEWOOD UNIFIED SCHOOL DISTRICT LAWDALE ELEMENTARY SCHOOL DISTRICT LENNOX SCHOOL DISTRICT LYNWOOD UNIFIED SCHOOL DISTRICT MANHATTAN BEACH UNIFIED SCHOOL DISTRICT PALOS VERDES UNIFIED SCHOOL DISTRICT REDONDO BEACH UNIFIED SCHOOL DISTRICT SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT TORRANCE UNIFIED SCHOOL DISTRICT	ALHAMBRA SCHOOL DISTRICT ARCADIA UNIFIED SCHOOL DISTRICT AZUSA UNIFIED SCHOOL DISTRICT BALDWIN PARK UNIFIED SCHOOL DISTRICT BASSETT UNIFIED SCHOOL DISTRICT BURBANK UNIFIED SCHOOL DISTRICT CHARTER OAK UNIFIED SCHOOL DISTRICT COVINA VALLEY SCHOOL DISTRICT DUARTE UNIFIED SCHOOL DISTRICT EL MONTE CITY ELEMENTARY SCHOOL DISTRICT EL MONTE UNION HIGH SCHOOL DISTRICT GARVEY ELEM SCHOOL DISTRICT GLENDALE UNIFIED SCHOOL DISTRICT GLENDORA UNIFIED SCHOOL DISTRICT HACIENDA-LA PUENTE UNIFIED SCHOOL DISTRICT MONROVIA UNIFIED SCHOOL DISTRICT MOUNTAIN VIEW ELEMENTARY SCHOOL DISTRICT PASADENA UNIFIED SCHOOL DISTRICT ROSEMEAD SCHOOL DISTRICT ROWLAND UNIFIED SCHOOL DISTRICT SAN GABRIEL SCHOOL DISTRICT SAN MARINO UNIFIED SCHOOL DISTRICT SOUTH PASADENA UNIFIED SCHOOL DISTRICT TEMPLE CITY UNIFIED SCHOOL DISTRICT WEST COVINA UNIFIED SCHOOL DISTRICT
REGION 7	REGION 8	REGION 9
ABC UNIFIED SCHOOL DISTRICT ANAHEIM UNION HIGH SCHOOL DISTRICT BREA OLINDA UNIFIED SCHOOL DISTRICT BUENA PARK UNIFIED SCHOOL DISTRICT CYPRESS UNIFIED SCHOOL DISTRICT DOWNEY UNIFIED SCHOOL DISTRICT (100229) EAST WHITTIER CITY SCHOOL DISTRICT EL RANCHO UNIFIED SCHOOL DISTRICT FULLERTON SCHOOL DISTRICT HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT IRVINE UNIFIED SCHOOL DISTRICT LA HABRA CITY SCHOOL DISTRICT LITTLE LAKE CITY SCHOOL DISTRICT LOS ALAMITOS UNIFIED SCHOOL DISTRICT LOS NIETOS SCHOOL DISTRICT LOWELL JOINT SCHOOL DISTRICT NEWPORT MESA UNIFIED SCHOOL DISTRICT NORWALK LA MIRADA UNIFIED SCHOOL DISTRICT OCEAN VIEW SCHOOL DISTRICT ORANGE COUNTY DEPARTMENT OF EDUCATION ORANGE UNIFIED SCHOOL DISTRICT PLACENTIA YORBA LINDA SCHOOL DISTRICT SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT SOUTH WHITTIER SCHOOL DISTRICT TUSTIN UNIFIED SCHOOL DISTRICT WALNUT VALLEY UNIFIED SCHOOL DISTRICT WHITTIER CITY SCHOOL DISTRICT WHITTIER UNION HIGH SCHOOL DISTRICT	ADELANTO ELEMENTARY SCHOOL DISTRICT ALTA LOMA SCHOOL DISTRICT ALVORD UNIFIED SCHOOL DISTRICT BONITA UNIFIED SCHOOL DISTRICT CENTRAL ELEMENTARY SCHOOL DISTRICT CHAFFEY JOINT HIGH SCHOOL DISTRICT CHINO VALLEY UNIFIED SCHOOL DISTRICT CLAREMONT UNIFIED SCHOOL DISTRICT COLTON JOINT UNIFIED SCHOOL DISTRICT CORONA NORCO UNIFIED SCHOOL DISTRICT CUCAMONGA ELEMENTARY SCHOOL DISTRICT FONTANA UNIFIED SCHOOL DISTRICT JURUPA UNIFIED SCHOOL DISTRICT MORENO VALLEY UNIFIED SCHOOL DISTRICT MOUNTAIN VIEW SCHOOL DISTRICT POMONA UNIFIED SCHOOL DISTRICT RIALTO UNIFIED SCHOOL DISTRICT RIVERSIDE UNIFIED SCHOOL DISTRICT SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT UPLAND UNIFIED SCHOOL DISTRICT VAL VERDE UNIFIED SCHOOL DISTRICT	BANNING UNIFIED SCHOOL DISTRICT BARSTOW UNIFIED SCHOOL DISTRICT BEAR VALLEY UNIFIED SCHOOL BEAUMONT UNIFIED SCHOOL DISTRICT COACHELLA VALLEY UNIFIED SCHOOL DISTRICT CORONADO UNIFIED SCHOOL DISTRICT DESERT SANDS UNIFIED SCHOOL DISTRICT ESCONDIDO UNION HIGH SCHOOL DISTRICT HESPERIA SCHOOL DISTRICT INLAND LEADERS CHARTER SCHOOL LAKE ELSINORE UNIFIED SCHOOL DISTRICT LEMON GROVE UNIFIED SCHOOL DISTRICT MENIFEE UNION SCHOOL DISTRICT MORONGO UNIFIED SCHOOL DISTRICT MURRIETA VALLEY USD NATIONAL SCHOOL DISTRICT ORO GRANDE SCHOOL DISTRICT PALM SPRINGS UNIFIED SCHOOL DISTRICT PALO VERDE UNIFIED SCHOOL DISTRICT PERRIS ELEMENTARY SCHOOL DISTRICT PERRIS UNION HIGH SCHOOL DISTRICT Redlands Unified School District ROMOLAND SCHOOL DISTRICT SOUTH BAY UNION SCHOOL DISTRICT

Appendix B: Number of Delivery Locations Per District

This is the current list and may be different according to potential changes in membership next school year. The provisioner will be responsible for coordinating the 2024-25 delivery locations with each Member District and Participant.

MEMBER DISTRICT/PARTICIPANT	NUMBER OF DELIVERY LOCATIONS
ABC UNIFIED SCHOOL DISTRICT	12
ACALANES UNION HIGH SD	4
ADELANTO ELEMENTARY SCHOOL DISTRICT	17
ALAMEDA UNIFIED SCHOOL DISTRICT	1
ALHAMBRA SCHOOL DISTRICT	12
ALTA LOMA SCHOOL DISTRICT	11
ALVIEW DAIRYLAND USD	1
ALVORD UNIFIED SCHOOL DISTRICT	8
ANAHEIM UNION HIGH SCHOOL DISTRICT	21
ANTIOCH UNIFIED SD	1
ARCADIA UNIFIED SCHOOL DISTRICT	9
ARMONA UNION ELEM SD	2
AROMAS SAN JUAN USD	1
ATWATER UNIFIED SCHOOL DISTRICT	10
AZUSA UNIFIED SCHOOL DISTRICT	4
BALDWIN PARK UNIFIED SCHOOL DISTRICT	43
BANNING UNIFIED SD	16
BARSTOW UNIFIED SCHOOL DISTRICT	11
BASSETT UNIFIED SCHOOL DISTRICT	8
BEAR VALLEY USD	8
BEAUMONT USD	29
BELLFLOWER UNIFIED SCHOOL DISTRICT	5
BONITA UNIFIED SCHOOL DISTRICT	5
BREA OLINDA UNIFIED SCHOOL DISTRICT	3
BRITTAN SCHOOL DISTRICT	1
BUCKEYE UNION SD	1
BUENA PARK USD	8
BURBANK UNIFIED SCHOOL DISTRICT	6
BURTON ELEMENTARY SCHOOL DISTRICT	2

CAMPBELL UNION HIGH SCHOOL DISTRICT	7
CARUTHERS ELEMENTARY UNIFIED SCHOOL DISTRICT	3
CENTRAL SCHOOL DISTRICT	9
CENTRAL UNIFIED SCHOOL DISTRICT	9
CERES UNIFIED SD	1
CHAFFEY JOINT HIGH SCHOOL DISTRICT	10
CHARTER OAK UNIFIED SCHOOL DISTRICT	13
CHINO VALLEY USD	10
CHOWCHILLA ELEMENTARY SD	3
CHOWCHILLA UNION SCHOOL DISTRICT	1
CLAREMONT USD	3
CLOVIS UNIFIED SCHOOL DISTRICT	1
COACHELLA VALLEY UNIFIED SCHOOL DISTRICT	1
COALINGA HURON USD	5
COAST UNIFIED SCHOOL DISTRICT	1
COLTON JOINT USD	44
COMPTON UNIFIED SCHOOL DISTRICT	36
CORCORAN UNIFIED SCHOOL DISTRICT	11
CORONA NORCO UNIFIED SCHOOL DISTRICT	19
CORONADO UNIFIED SCHOOL DISTRICT	2
COUNTY OF SANTA CLARA	1
COVINA VALLEY UNIFIED SCHOOL DISTRICT	8
CUCAMONGA ELEM SCHOOL DISTRICT	5
CULVER CITY UNIFIED SCHOOL DISTRICT	2
CUPERTINO UNION SCHOOL DISTRICT	1
CUTLER-OROSI SCHOOL DISTRICT	4
CYPRESS UNIFIED SD	3
DEL MAR UNIFIED SCHOOL DISTRICT	1
DELANO UNION ELEMENTARY SCHOOL DISTRICT	1
DESERT SANDS UNIFIED SCHOOL DISTRICT	14
DINUBA UNIFIED SCHOOL DISTRICT	3
DOWNEY UNIFIED SCHOOL DISTRICT	24
DUARTE UNIFIED SCHOOL DISTRICT	8
EAST WHITTIER CITY SCHOOL DISTRICT	1
EL MONTE CITY ELEMENTARY SCHOOL DISTRICT	2
EL MONTE UNION HIGH SCHOOL DISTRICT	6

EL RANCHO UNIFIED SCHOOL DISTRICT	14
EL SEGUNDO UNIFIED SCHOOL DISTRICT	7
ESCONDIDO UNION HIGH SCHOOL DISTRICT	6
EXETER UNIFIED SCHOOL DISTRICT	1
FONTANA UNIFIED SCHOOL DISTRICT	25
FOWLER UNIFIED SCHOOL DISTRICT	6
FREMONT UNIFIED SCHOOL DISTRICT	12
FULLERTON SCHOOL DISTRICT	6
GARVEY SCHOOL DISTRICT	9
GLENDALE UNIFIED SCHOOL DISTRICT	11
GLENDORA UNIFIED SD	5
GOLDEN PLAINS UNIFIED SCHOOL DISTRICT	10
GRANADA HILLS CHARTER SCHOOL	2
GUSTINE UNIFIED SCHOOL DISTRICT	5
HACIENDA LA PUENTE USD	33
HANFORD ELEMENTARY SCHOOL DISTRICT	5
HAWTHORNE SCHOOL DISTRICT	13
HESPERIA UNIFIED SCHOOL DISTRICT	9
HIGH TECH HIGH SCHOOL	1
HOLLISTER SCHOOL DISTRICT	1
HUENEME ELEMENTARY SCHOOL DISTRICT	11
HUNTINGTON BEACH UNION HIGH SD	7
INGLEWOOD USD	9
INLAND LEADERS CHARTER SCHOOL	1
IRVINE UNIFIED SCHOOL DISTRICT	17
JURUPA UNIFIED SCHOOL DISTRICT	8
KERMAN USD	1
KERN HIGH SCHOOL DISTRICT	4
KING CITY UNION SCHOOL DISTRICT	1
KINGS CANYON UNIFIED SD	13
KINGS RIVER HARDWICK SD	1
KINGSBURG ELEMENTARY CHARTER	1
LA HABRA CITY SCHOOL DISTRICT	7
LAKE ELSINORE UNIFIED SCHOOL DISTRICT	10
LAS DELTAS UNIFIED SCHOOL DISTRICT	4
LAS VIRGENES UNIFIED SCHOOL DISTRICT	7

LATON UNIFIED SCHOOL DISTRICT	2
LAWNDALE ELEMENTARY SCHOOL DISTRICT	11
LEMON GROVE SCHOOL DISTRICT	9
LEMON GROVE UNIFIED SCHOOL DISTRICT	10
LENNOX SCHOOL DISTRICT	8
LINDSAY UNIFIED SCHOOL DISTRICT	3
LITTLE LAKE CITY SD	10
LIVE OAK SCHOOL DISTRICT	1
LODI UNIFIED SCHOOL DISTRICT	2
LOMPOC UNIFIED SCHOOL DISTRICT	3
LOS ALAMITOS UNIFIED SCHOOL DISTRICT	5
LOS BANOS UNIFIED SCHOOL DISTRICT	7
LOS NIETOS SCHOOL DISTRICT	5
LOWELL JOINT SD	2
LYNWOOD UNIFIED SCHOOL DISTRICT	8
MADERA USD	1
MANHATTAN BEACH USD	9
MARCUM ILLINOIS USD	1
MARIPOSA COUNTY USD	2
MC SWAIN ELEMENTARY SCHOOL DISTRICT	1
MENDOTA USD	5
MENIFEE UNION SCHOOL DISTRICT	6
MERCED CITY SCHOOL DISTRICT	2
MODESTO CITY SCHOOL DISTRICT	13
MONROVIA UNIFIED SCHOOL DISTRICT	9
MONSON SULTANA SD	1
MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT	23
MOORPARK UNIFIED SCHOOL DISTRICT	1
MORENO VALLEY UNIFIED SCHOOL DISTRICT	26
MORGAN HILL UNIFIED SCHOOL DISTRICT	4
MORONGO UNIFIED SCHOOL DISTRICT	8
MOUNTAIN VIEW ELEMENTARY SD	5
MOUNTAIN VIEW SCHOOL DISTRICT	1
MURRIETA VALLEY USD	19
NATIONAL SCHOOL DISTRICT	1
NATOMAS UNIFIED SCHOOL DISTRICT	7
NEWPORT MESA UNIFIED SCHOOL DISTRICT	7

NORTH COUNTY JOINT USD	1
NORWALK LA MIRADA USD	14
NOVATO UNIFIED SCHOOL DISTRICT	2
OAK PARK UNIFIED SCHOOL DISTRICT	5
OCEAN VIEW SCHOOL DISTRICT	17
OJAI UNIFIED SCHOOL DISTRICT	6
ORANGE COUNTY DEPARTMENT OF EDUCATION	1
ORANGE UNIFIED SCHOOL DISTRICT	12
ORCUTT UNIFIED SCHOOL DISTRICT	1
ORO GRANDE SD	1
OROVILLE UNION HIGH SCHOOL DISTRICT	3
OXNARD UNION HIGH SCHOOL DISTRICT	9
PAJARO VALLEY USD	13
PALM SPRINGS UNIFIED SCHOOL DISTRICT	1
PALO VERDE UNIFIED SCHOOL DISTRICT	5
PALOS VERDES UNIFIED SCHOOL DISTRICT	7
PARADISE UNIFIED SCHOOL DISTRICT	2
PASADENA UNIFIED SCHOOL DISTRICT	20
PASO ROBLES JOINT USD	1
PERRIS ELEMENTARY SCHOOL DISTRICT	17
PIONEER UNION ELEM SCHOOL DISTRICT	3
PIXLEY UNION SCHOOL DISTRICT	2
PLEASANT VALLEY SCHOOL DISTRICT	14
PLUMAS LAKE ELEMENTARY SD	4
POMONA UNIFIED SCHOOL DISTRICT	41
PORTERVILLE UNIFIED SCHOOL DISTRICT	1
RED BLUFF ELEMENTARY SCHOOL DISTRICT	1
REDLANDS UNIFIED SCHOOL DISTRICT	13
REDONDO BEACH USD	3
REEF SUNSET UNIFIED SCHOOL DISTRICT	6
RESCUE UNION SCHOOL DISTRICT	1
RIALTO UNIFIED SCHOOL DISTRICT	11
RICHGROVE SCHOOL DISTRICT	1
RIVERDALE JOINT USD	4
RIVERSIDE UNIFIED SCHOOL DISTRICT	42
ROMOLAND SCHOOL DISTRICT	5
ROSEMEAD SCHOOL DISTRICT	8

ROWLAND UNIFIED SCHOOL DISTRICT	4
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT	1
SALINAS CITY ELEMENTARY SCHOOL DISTRICT	4
SAN BENITO HIGH SCHOOL DISTRICT	1
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT	1
SAN BERNARDINO CITY USD	18
SAN GABRIEL DISTRICT	3
SAN JUAN UNIFIED SCHOOL DISTRICT	1
SAN LUIS COASTAL USD	2
SAN MARINO UNIFIED SD	2
SAN MATEO-FOSTER CITY SCHOOL DISTRICT	1
SANGER UNIFIED SCHOOL DISTRICT	11
SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY	1
SANTA CRUZ CITY ELEM SCHOOL DISTRICT	1
SANTA MARIA BONITA SD	1
SANTA MONICA MALIBU USD	6
SANTA RITA UNION SD	1
SELMA UNIFIED SCHOOL DISTRICT	1
SIERRA UNIFIED SCHOOL DISTRICT	1
SIMI VALLEY UNIFIED SCHOOL DISTRICT	7
SONOMA VALLEY USD	4
SOUTH BAY UNION SCHOOL DISTRICT	9
SOUTH PASADENA USD	2
SOUTH SAN FRANCISCO SCHOOL DISTRICT	2
SOUTH WHITTIER SCHOOL DISTRICT	7
SUMMIT CHARTER INTERNATIONAL ACADEMY	1
SUMMIT CHARTER MATHEW	1
SUMMIT COLLEGIATE HIGH SCHOOL	1
SWEETWATER UNION HIGH SD	25
TEMECULA VALLEY USD	31
TEMPLE CITY UNIFIED SCHOOL DISTRICT	12
TEMPLETON UNIFIED SCHOOL DISTRICT	1
TIPTON ELEMENTARY SCHOOL DISTRICT	1
TORRANCE UNIFIED SCHOOL DISTRICT	18
TULARE CITY SD	2
TULARE JOINT UHSD	3

TUSTIN UNIFIED SCHOOL DISTRICT	10
UPLAND UNIFIED SCHOOL DISTRICT	6
VAL VERDE USD	23
VAUGHN NEXT CENTURY CENTER	5
VENTURA UNIFIED SCHOOL DISTRICT	9
VICTOR VALLEY UNION HIGH SCHOOL DISTRICT	8
VINELAND SCHOOL DISTRICT	2
VISALIA USD	6
VISTA UNIFIED SCHOOL DISTRICT	10
WALNUT VALLEY UNIFIED SCHOOL DISTRICT	15
WASHINGTON UNIFIED SCHOOL DISTRICT	10
WEAVER UNION ELEM SCHOOL DISTRICT	3
WEST COVINA UNIFIED SCHOOL DISTRICT	26
WEST PARK ELEMENTARY SD	1
WESTMINSTER SCHOOL DISTRICT	2
WHITTIER CITY SCHOOL DISTRICT	4
WHITTIER UNION HIGH SCHOOL DISTRICT	8
WOODLAKE PUBLIC SCHOOLS	2
WOODVILLE ELEMENTARY SCHOOL DISTRICT	1
YUCAIPA CALIMESA JOINT UNIFIED SCHOOL DISTRICT	14

Appendix C: Districts using provisioner to deliver DoD fresh produce in SY 2023-24

Subject to change in 2024-25

ARCADIA UNIFIED SCHOOL DISTRICT
AZUSA UNIFIED SCHOOL DISTRICT
BEAR VALLEY UNIFIED SCHOOL DISTRICT
BONITA UNIFIED SCHOOL DISTRICT
EAST WHITTIER CITY SCHOOL DISTRICT
FULLERTON SCHOOL DISTRICT
GLENDALE UNIFIED SCHOOL DISTRICT
HUENEME ELEMENTARY SCHOOL DISTRICT
INLAND LEADERS CHARTER SCHOOL
LA HABRA CITY SCHOOL DISTRICT
LAKE ELSINORE UNIFIED SCHOOL DISTRICT
MENIFEE UNIFIED SCHOOL DISTRICT
MORONGO UNIFIED SCHOOL DISTRICT
MURRIETA VALLEY UNIFIED SCHOOL DISTRICT
OCEAN VIEW SCHOOL DISTRICT
ONTARIO MONTCLAIR SCHOOL DISTRICT
ORCUTT UNIFIED SCHOOL DISTRICT
PERRIS ELEMENTARY SCHOOL DISTRICT
PERRIS UNION HIGH SCHOOL DISTRICT
POMONA UNIFIED SCHOOL DISTRICT
SAN JACINTO UNIFIED SCHOOL DISTRICT
TUSTIN UNIFIED SCHOOL DISTRICT
WEST COVINA UNIFIED SCHOOL DISTRICT

Appendix D: USDA Foods Direct Delivery (Brown Box) Storage Policy

Approved by the Governing Council - July 1, 2018

Per Title 7, Code of Federal Regulations (CFR), Section 250.1(c)(1), USDA Foods Direct Delivery (aka “Brown Box”) inventory may not exceed an amount needed for a six-month period. To assist Member Districts in the management of direct delivery inventory, the following policies apply to Direct Delivery USDA Foods received and stored at the Super Co-Op USDA Foods Direct Delivery Distributor (Gold Star Foods):

Direct Delivery Items with a Six Month Shelf-Life

- It is the responsibility of the Member District to schedule delivery of product as soon as possible after receipt at the Super Co-Op USDA Foods Direct Delivery Distributor (Gold Star Foods).
- At 120 days (4 months), if the item has not been scheduled by the member district for delivery, inventory is moved into the Super Co-op General Account and offered to any Member District willing to take delivery of product in 30 days or less. The originating district pays state administrative fee and their entitlement is charged. The receiving district gets the product at no charge to their entitlement and pays delivery charges.
- At 150 days (5 months), if the item has not been scheduled by the member district for delivery, the inventory is donated to a local non-profit agency (Ex: foodbank). The originating district’s entitlement is charged for the item and they pay the state administrative fee.
- Six Month Shelf Life Items:

All Other Direct Delivery Items

- It is the responsibility of the Member District to schedule delivery of product as soon as possible after receipt at the Super Co-Op USDA Foods Direct Delivery Distributor (Gold Star Foods).
- At 10 months, if the item has not been scheduled by the member district for delivery, the inventory is moved to the Super Co-Op General Account and offered to any Member District willing to take delivery of the product within 30 days or less. The originating district pays state administrative fee and their entitlement is charged. The receiving district gets the product at no charge to their entitlement and pays delivery charges.
- Depending on the product expiration date, the inventory may be donated to a local non-profit agency (Ex: foodbank) just prior to expiration.

Direct Delivery Management Reports

Direct Delivery Allocations – This report provides a list of all items allocated to Member Districts that have not yet been received at Gold Star Foods. Member Districts should use this report to plan future menus utilizing direct delivery USDA Foods. Access on your Super Co-Op Dashboard at <http://www.super-coop.org/>. Click on Log-In and enter your Username and Password.

USDA Live Inventory Report – This report provides a list of all Direct Delivery items currently in Member District’s inventory at Gold Star Foods. Access on the Gold Star Foods website at <http://www.goldstarfoods.com/>. Click on Order Online and enter your Username and Password. Under the Reports tab on the left, click on USDA Live Inventory.

USDA Inventory by Lot Report – This report provides a list of all items currently in Member District's inventory denoting the date of receipt and the date that Members will begin paying storage charges. Access on the Gold Star Foods website at <http://www.goldstarfoods.com/>. Click on Order Online and enter your Username and Password. Under the Reports tab on the left, click on USDA Inventory by Lot.

Appendix E: List of SY2023-24 Approved Distributors

Subject to change in 2024-25

E-Pallet
Gold Star Foods
Hollandia Dairy Inc.
KB Foods Distribution Inc.
Newport Farms
Sunrise Produce Co.
SYSCO - Central California
SYSCO - Los Angeles
SYSCO - Riverside
SYSCO - Sacramento
SYSCO - San Diego
SYSCO - San Francisco
SYSCO - Ventura
The Danielsen Company
Valley Fruit & Produce
Valley Food Service

Appendix F

SAMPLE Agreement for Administrative Services and Distribution of Direct Delivery USDA Foods for the Super Co-Op Joint Powers Authority 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 **Super Co-Op Joint Powers Authority** (hereinafter “Super Co-Op”) (collectively the “parties”) this ____ day of _____, 2023.

This Agreement attaches and incorporates by reference as though fully set forth herein the following documents: *Appendix A: “List of SY2023-24 Member Districts and Participants,” Appendix B: “Services Vendor Agrees to Perform,” Appendix C: “Charges and Fees,” Appendix D: “Request for Proposal No. SUPER-01-24” (Appendix C & D to be added upon signing of agreement) and Appendix E: “List of SY2023-24 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, Super Co-Op has authority to contract for administrative services and Distribution of Direct Delivery USDA Foods on behalf of all Member Districts and Participants of Super Co-Op and has authority to enter into this Agreement with Vendor.

WHEREAS, Super Co-Op desires Vendor to perform administrative services for Super Co-Op (USDA Foods ordering and tracking) and the Distribution of Direct Delivery USDA Foods to Member Districts and Participants.

WHEREAS, Vendor has submitted a proposal, demonstrated its qualifications and represents itself able and, for a consideration, willing to perform the administrative services for Super Co-Op and the Distribution of Direct Delivery USDA Foods to Member Districts and Participants.

NOW THEREFORE, the parties mutually agree as follows:

DEFINITIONS

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

a. “Lead District” means:

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

The Lead District’s duties may be conveyed to another Member District for any reason whatsoever during the duration of this Agreement. This Agreement may be assumed by the new “Lead District” and the terms of this Agreement will be fulfilled for the duration of the Agreement period.

b. “Recipient Agency” or “RA” or “Member District” or “Participant” means:

An individual member organization of Super Co-Op certified to receive USDA commodities for school meals. A list of SY2023-24 Super Co-Op Member Districts and Participants is incorporated into this Agreement as **Appendix A**.

- c. “Request for Proposal” means:

Request for Proposal No. SUPER 01-24 “Administrative Services and Direct Delivery USDA Foods for Super Co-Op, A California USDA Foods Cooperative” is enclosed with this Agreement as **Appendix D**.

- d. “Super Co-Op” means:

The Super Co-Op Joint Powers Authority representing public school agency members for the purpose of obtaining USDA Foods for school nutrition programs.

- e. “Approved Distributor” means:

A food distributor approved by Super Co-Op to deliver USDA Foods products. A list of SY2023-24 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 eighteen (18) months (starting January 1, 2024, through June 30, 2025). Super Co-Op administration will start on January 1, 2024 and the distribution of the Direct Delivery USDA Foods will start on July 1, 2024.

The Agreement may be extended upon mutual consent of Super Co-Op and Vendor for an additional two (2) 18-month periods in accordance with California Education Code section 17596. The total potential bid life is 4.5 years from the initial Super Co-Op Governing Council award to June 30, 2028.

Price increases may be negotiated subject to existing local market conditions, and as determined by the San Mateo County 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 San Mateo 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.

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

Notwithstanding the foregoing, This Agreement shall become effective only upon approval in writing by the Super Co-Op Governing Council, proper execution by the parties and certification by Super Co-Op 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 p15-17 of the RFP SUPER 01-24)

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 Super Co-Op 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 Super Co-Op 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 24 ("Modification of Agreement")*** of the General Conditions and Governing Council 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 SUPER CO-OP:

LEAD AGENCY	San Mateo-Foster City School District
CONTACT PERSON	Fran Debost, RD
CONTACT PERSON TITLE	Director Child Nutrition Services
STREET ADDRESS	1170 Chess Drive
CITY, STATE, ZIP	Foster City, California 94404
TELEPHONE	650-312-7201
EMAIL ADDRESS	fdebost@smfc.k12.ca.us

TO THE VENDOR:

VENDOR	
CONTACT NAME	
CONTACT TITLE	
STREET ADDRESS	

CITY, STATE, ZIP	
TELEPHONE	
EMAIL ADDRESS	

GENERAL CONDITIONS TO AGREEMENT FOR ADMINISTRATIVE SERVICES AND DIRECT DELIVERY USDA FOODS FOR SUPER CO-OP

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

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.

- a. The monies utilized by Super Co-Op Member Districts and Participants to purchase the administrative and distribution 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. Super Co-Op 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.
- b. The amount of Super Co-Op’s obligation hereunder shall not at any time exceed the amount herein stated.
- c. Super Co-Op 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.
- d. This section controls against any and all other provisions of this Agreement.

2. DISALLOWANCE

- a. If Vendor claims or receives payment from Super Co-Op 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 Super Co-Op or Recipient Agency upon the Super Co-Op or Recipient Agency’s request. At its option, Super Co-Op 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 Super Co-Op for three times the amount of damages which Super Co-Op sustains because of the false claim. A person who commits a false claim shall also be liable to Super Co-Op for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to Super Co-Op 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 Super Co-Op if the person:

- a. knowingly presents or causes to be presented to an officer or employee of Super Co-Op, 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 Super Co-Op;
- c. conspires to defraud Super Co-Op by getting a false claim allowed or paid by Super Co-Op;
- d. has possession, custody, or control of public property or money used or to be used by Super Co-Op 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 Super Co-Op 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 Super Co-Op; or
- h. is a beneficiary of an inadvertent submission of a false claim to Super Co-Op, subsequently discovers the falsity of the claim, and fails to disclose the false claim to Super Co-Op 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 Super Co-Op and in such case must be remedied or replaced by Vendor without delay at no additional cost to Super Co-Op or any Recipient Agency.

5. FAILURE TO FULFILL AGREEMENT

If Vendor fails to deliver any service under this Agreement which does not conform to Super Co-Op's requirements, Super Co-Op 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 Super Co-Op Governing Council to be to the best advantage of Super Co-Op. Any failure for furnishing such services by reason of the failure of Vendor, as above stated, shall be a liability against Vendor.

The Super Co-Op Governing Council reserves the right to cancel any services which the Vendor 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 Super Co-Op Governing Council 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 Super Co-Op or any Member District or Participant. 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 Super Co-Op and Vendor or its agents and employees. If any governmental authority should, nevertheless, determine that Vendor is an employee, then Super Co-Op and 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 affect 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.

b. The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide the following:

(1.) Name as additional insured's Super Co-Op, its Governing Council members, 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 Super Co-Op 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 Super Co-Op receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, Super Co-Op 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 Super Co-Op with the certificates of insurance, and additional insured policy endorsements and with insurers satisfactory to Super Co-Op, evidencing all coverage's set forth above, and shall furnish complete copies of policies promptly upon Super Co-Op'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 Super Co-Op shall not relieve or decrease the liability of Vendor hereunder.

10. INDEMNIFICATION AND HOLD HARMLESS

The Vendor shall indemnify and save harmless Super Co-Op, it's officers, agents, employees and members of the Governing Council 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 Super Co-Op, 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 Super Co-Op, it’s 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 SUPER CO-OP

Super Co-Op is responsible to provide payment for administrative services rendered through this Agreement on behalf of the Member Districts and Participants of Super Co-Op. Recipient agencies are responsible to provide payment for the distribution of Direct Delivery USDA Foods. Payment obligations under this Agreement shall be limited to the payments provided for in *Appendix C “Charges and Fees,”* of this Agreement.

Super Co-Op 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 Super Co-Op 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 or 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, Super Co-Op 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, Super Co-Op 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 Super Co-Op on demand all costs and expenses incurred by Super Co-Op in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. Super Co-Op shall have the right to offset from any amounts due to Vendor under this Agreement or any other agreement between Super Co-Op and Vendor all damages, losses, costs, or expenses incurred by Super Co-Op 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 Super Co-Op fails to perform its obligations under this Agreement, this Agreement shall be terminated and all the Vendor's and Super Co-Op'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 Super Co-Op 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 Super Co-Op may terminate this Agreement for Super Co-Op'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 Super Co-Op 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. PREVAILING LAW

In the event of any conflict to ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all products and equipment to be supplied or services to be performed under this proposal shall conform to all applicable requirements of local, state, and federal law.

15. PIGGYBACK CLAUSE:

No additional entities are authorized to piggyback on this agreement.

16. 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.)

17. PROPRIETARY INFORMATION OF SUPER CO-OP AND SUPER CO-OP 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 Super Co-Op, Super Co-Op Member Districts and Participants, and/or Approved Distributors, and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to Super Co-Op, Member Districts, Participants, 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 Super Co-Op, Member Districts, Participants 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.

18. 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 Super Co-Op. 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 20 of this Agreement.

19. AUDIT AND INSPECTION OF RECORDS

The Vendor agrees to maintain and make available to Super Co-Op and each Super Co-Op Member District and Participant accurate books and accounting records relative to its activities under this Agreement. The Vendor will permit Super Co-Op and each Super Co-Op 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.

20. 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 Super Co-Op.

21. 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 Super Co-Op. 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 Super Co-Op.

22. 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.

23. 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.

24. 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 Super Co-Op Governing Council.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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 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.

31. 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.

32. ENTIRE AGREEMENT; AMENDMENTS

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

33. 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 Governing Council Resolution #: _____ approved on the following date _____.

Vendor		San Mateo-Foster City School District	
Signature		Signature	
Name		Name	Fran Debost
Title		Title	Director Child Nutrition Services
Date		Date	