



April 24, 2018

Audrey Mitchell
Director of Nutrition Services
155 E. 4th Street
Perris, Ca. 92570

Re: Perris UHSD – Fontana USD - Produce Piggyback Agreement

Thank you for agreeing to piggyback on the Fontana Unified School District Bid No. **15/16-1447** for the 2018-2019 school year.

Sunrise Produce agrees to allow the Perris Union High School District to piggyback on the Fontana Unified School District Bid No. **15/16-1447** for the 2018-2019 school year.

Please confirm by signing below and return to my office via fax, e-mail, or mail. I would like to thank you and your staff for being such excellent customers. I look forward to continuing our excellent relationship!

Should you have any questions regarding the Fontana USD produce bid, please feel free to contact me at 951-757-5972 or Janette Duran at 626-716-2705

Best regards,
Lisa Marquez
Executive Vice President of Sales

Lisa Marque
Lisa Marquez, EVP of Sales

April 24, 2018

Audrey Mitchell--Child Nutrition Services

Date



Agenda Item Details

Meeting	Apr 18, 2018 - Fontana Unified School District Board of Education Regular Meeting Agenda
Category	4. Consent Calendar Section
Subject	4.3 Business Services - Bid Renewal: Sunrise Produce Company
Type	Consent Calendar Action
Fiscal Impact	Yes
Dollar Amount	1,600,000.00
Budgeted	Yes
Budget Source	Fund 13 - Cafeteria (Restricted)
Recommended Action	Approve renewal and extension of Bid No. 15/16-1447, Mainline Fresh Produce and Harvest of the Month Produce and Services, with Sunrise Produce Company, incorporating a fixed 3.4% price increase on annual and seasonal items for the 2018/19 school year (year 3 of 3), for a total estimated cost of \$1,600,000.00.

BACKGROUND:

In accordance with Public Contract Code Section 20111, the District is required to request formal bids for purchase of equipment, materials and services that have a cost of \$90,200.00 or more.

On July 13, 2016, a bid was awarded to Sunrise Produce Company for the procurement of mainline fresh produce and Harvest of the Month produce and services for the 2016/17 school year, with an option to extend the contract for two (2) additional years, in one (1) year increments, pursuant to Education Code 17596. Sunrise Produce Company has requested to extend the contract with a fixed 3.4% price increase based on the Consumer Price Index increases for the Los Angeles, Riverside, and Orange County regions. District staff has reviewed the relevant market conditions and determined the request to be reasonable.

Upon request of the Director of Food Services, it is being recommended the Board of Education approve the renewal of Bid No. 15/16-1447 and extend the contract with Sunrise Produce Company (year 3 of 3), pricing of the \$2.50 mark-up fee over USDA wholesale market price to remain the same, and incorporating a fixed 3.4% price increase on annual and seasonal items for the 2018/19 school year.

SUBMITTED BY:

Ryan DiGiulio
Associate Superintendent, Business Services

Randal S. Bassett
Superintendent

Motion & Voting

Approve Consent Calendar Agenda Items 4.2 through 4.____: All matters listed under the Consent Calendar Agenda are considered to be routine and enacted by one motion and vote. There is no separate discussion of these items prior to the time the Board of Education considers the motion unless a member of the Board or administrative staff requests that specific items be discussed and/or removed from the Consent Calendar Agenda.

Motion by Matt W Slowik, second by Matt W Slowik.

Final Resolution: Motion Carried

Aye: Peter Garcia, Jason B O'Brien, Mary B Sandoval, Mars J Serna, Matt W Slowik



May 16, 2017

Fontana USD
9680 Citrus Ave.
Fontana, Ca. 92335

Re: Fontana USD - Produce Rollover Agreement

Congratulations! Sunrise Produce Company is excited to extend Fontana USD a produce rollover agreement for the 2017-2018 school year without a price increase.

We look forward to servicing your district with all your produce needs. We appreciate your trust and confidence.

Should you have any questions, please feel free to contact me.

Best regards,

Lisa Marquez
Vice President of Sales



Lisa Marquez, VP of Sales

5/16/17

date:



Sunrise Produce Company
500 Burning Tree Road
Fullerton, CA 92833
1-800-834-4926 (Office) 1-323-582-5222 (Fax)
www.sunriseproduce.com

Response to Bid No. 15/16-1447

Fontana USD
Director of Purchasing
9680 Citrus Ave.
Fontana, CA 92335

June 21, 2016

In 1991, Sunrise Produce Company opened its doors to meet the growing and diverse needs of our Southern California clients ranging from school districts, Foodservice and Restaurant operators for premium fresh produce and specialty distribution. Sunrise is a leading Southern California Produce specialist Company located in Fullerton, CA. Our goal has always been to provide our customers with access to the highest quality fresh produce which includes, but isn't limited to fruits, vegetables, specialties and freshly cut produce. We work with the most reputable growers in the agriculture industry, ranging from Wholesale Commodity Growers, Organic Growers, and Local Family Farmers supporting local sustainable growth. We procure directly from our growers, minimizing distribution and processing time so that we are able to deliver on our promise of absolute freshness. Sunrise provides the highest quality fresh produce under our contracts which assures supply while managing cost and risk. Today, Sunrise specializes in providing fresh produce procurement and distribution services to food service operators throughout Southern California.

Produce, and the means of distributing produce, is constantly changing therefore managing fresh produce procurement requires persistent effort and a full focus. Sunrise Produce Company's core business is produce and we are constantly analyzing and evaluating each aspect of produce distribution to deliver the best product at the best price, from the farm to your fork. From its inception, Sunrise Produce Company has focused on sourcing the freshest, premium quality produce from the most reputable growers in the industry.

Sunrise Produce Company's goal is to provide low produce costs for our clients, through the effective and constant management of product quality and price throughout the supply chain.

Sunrise Produce Company is proposing to enter into a partnership with the Fontana Unified School District and is looking forward to a successful partnership in sourcing and supplying produce that will meet your on-going needs. We are looking forward to creating a long term relationship wherein our combined synergies will encourage healthier nutritional habits by supporting your efforts to implement a healthier school meal program by procuring and supplying Fresh Fruits and Vegetables; to include locally-sourced produce. Our commitment to you, the students and entire community of Fontana is to always serve fresh, great tasting and nutritious produce.

Sunrise Produce Company is in partnership with PACA (Perishable Agricultural Commodities Act); and abides by the fair trading practices established by PACA; and has an Active license # 941079. Please visit www.ams.usda.gov/PACA for further information on our good standing with PACA. Sunrise Produce has never been refused or revoked a PACA license.

Good Food Purchasing Commitment:

Sunrise Produce Company's strategic planning efforts include commitment to a more sustainable food system for our school customers. The goals adopted in our company-wide strategic plan are to provide and encourage healthy food choices. Our customers are provided with healthy, environmentally responsible and socially responsible product choices. We believe in honest, non-deceptive merchandising practices in the promotion of products. It is our goal to serve as an educational organization providing education about good food, good nutrition, and health to our customers.

We have been sourcing, procuring, storing and handling produce since 1991 and we consider ourselves to be one of the leading produce companies in Southern California. Our employees live and breathe every aspect of the wonderful world of fruits and vegetables from the farm to your kitchens. Our promise is to provide your students access to the highest quality and freshest produce.

Sustainability and health are very important to us and we will continue to increase our purchases of good food to maintain our status as a "Good Food Purchaser".

➤ **See Good Food Purchasing Plan – Binder**

State of the Art Technology:

Our technology capabilities can provide you with monthly/quarterly/annual reports that are formatted to provide you with necessary information such as item usages, total sales, and items purchased to help you manage and analyze your spend going forward. These reports can be narrowed down to each location; to support you in managing spending cost at every level, and to ensure all purchases are in line with the direction the district is going in order to save money. As an added service, we will incorporate our volume purchase initiative, with the goal of achieving cost savings and procurement efficiencies. We will focus on enhancing long-term value obtained from suppliers and continue to strategically source to provide sustainable benefits. We will focus on strategic activities such as market analysis and technology to help address the majority of day to day activities of all involved. Purchasing history analyses can guide you through market trends and help project and make better predictions resulting in smarter purchasing habits. All fruits with measurable sugar contents are determined by the Brix (disambiguation) Contents. Sunrise Produce Company has automated technology systems in place to support you in effectively meeting your goals and objectives. Sunrise Produce Company has online ordering available via our website at www.sunriseproduce.com. A Sunrise Produce Company Representative provides appropriate training on how to utilize this form of ordering in addition to ongoing customer support. This will be available to each school site and is accessible from any computer that has access to the internet. When a customer is set up with our company, our Customer Service Department will set up their own unique Customer Username and Password. Our online ordering system allows properties to customize their order guide for individual site needs. Our system can also “lock” the order guides if desired to better control ordering guidelines.

➤ See Purchasing Analysis Demo under “Added Value” See Binder

Experience and Customer Service/Satisfaction:

We are committed to operating within the highest ethical standards and management practices. Our dedicated Sunrise team; many of whom have been promoted from within and have been with Sunrise Produce for many years, continually search for ways to improve our service and meet the unique needs of each customer. Our reputation for superior service and product knowledge is reflected in the daily performance of each and every Sunrise Produce team member.

Sunrise Produce Company is constantly adding to its capabilities, engaging the very best talent, providing training, education, and pursuing the most quality standards. With each new customer requirement, the Company has adapted itself as necessary to accelerate our pace of achievement. Today, we are a respected, trusted partner. Tomorrow we will continue to build on this reputation and record of achievement, maintaining our momentum into the future.

Sunrise Produce Company has a dedicated team 24/7 who is here to support the Fontana USD. Our representatives visit school sites and provide on-going in person service to ensure we are meeting expectations at all levels. We offer the following added value as a produce distributor:

- Market updates
- Purchasing Reports
- Visits to schools sites
- Host training seminars
- Provide on-going company information

Our internal staff represent the best in our industry and have a wide range of skill sets and product knowledge to support all efforts necessary for a successful partnership.

● See “Added Value” Section – See Binder

●

Delivery, Implementation, and Integration Plan:

As a produce specialist, we bring the personal touch and attention to detail that is so essential to foodservice success. Sunrise Produce manages the following policies and procedures to ensure timely cost efficient distribution in the safest manor.

- Our coverage encompasses all of San Bernardino
- Sunrise Produce will comply with all insurance and distribution requirement for your district
- All products will be managed and distributed by following our written HACCP Program; adhering to all Primus "GFS", SMP's, GMP's and distribution requirements by FDA and USDA laws and regulations.
- A fully maintenance fleet of refrigerated trucks to ensure a proper cold chain management.
- All truck maintenance and sanitation is managed through our written HACCP Guidelines.
- Our computerized routing system will help secure accurate and consistent delivery windows.
- Our fully trained, uniformed and professional drivers are at your service.
- Radio dispatched drivers help us expedite and manage through situations with fast and accurate communication.
- All products returned based on poor quality or incorrect specifications will be replaced same day or to the best of our ability.

Sunrise ensures on time deliveries and is flexible to support any and all district changes throughout the school year. The initial Scheduling for distribution will be outlined and agreed upon between Sunrise Produce and your district.

Financial Responsibility:

Sunrise Produce Company has evidence of adequate financial resources and has been in business long enough to understand and meet your needs. We can meet the management requirements with our sales and marketing strategies, efficient operation and productions methods, and finance and accounting. We have the ability to supply Fontana USD with the requested volumes of product and have included the necessary evidence; Mission Valley Bank line of credit as well as certificates of insurance for your district.

- Sunrise Produce Company was founded in 1991. 2016 marked 25 continuous years of sustained growth. Our total Revenue of \$61 million (\$58 million – Produce) was a well attained increase from the previous year. A significant accomplishment that reflects our ability in providing our customers with reliable, high quality service and product over the years. We attribute our exceptional success to the dedicated and skilled employees who take pride in consistently addressing our customer issues with enthusiasm and professionalism in mind. As a team with shared values and a shared future, we look forward to 2016 and beyond with confidence. Our objective is to ensure that SPC's success is sustained.

➤ See "Financial Document" – See Binder

Safety Plan:

At Sunrise Produce Company food safety and quality assurance isn't just our initiative, it's our way of life. With our alliance of quality growers and suppliers, our food service customers trust us to provide them top quality produce at the leading market price. Our growers and suppliers must meet specific food safety guidelines for quality assurance and are inspected by an approved third-party auditor. A meticulous review of the growers and supplier's food safety program, recall program and employee training program is also conducted to ensure the safety and satisfaction of our partners. We offer industry-leading technology as a means to seamlessly trace and track product accountability

500 Burning Tree Road, Fullerton CA 92833 Phone: 1-(800) 834-4926 Fax: (323) 582-5222

with a full staff of Customer Account Managers readily available. From our farms to your fork, our dedication to food safety is paramount to the success of Sunrise Produce Company and our customers.

At Sunrise Produce Company, we are committed to producing only the highest level of quality products, adhering to the highest standards for Food Safety, Sanitation, and Quality Assurance. Sunrise Produce Company operates and follows strict food safety protocols and has an in depth HACCP program. Sunrise Produce Company is **PrimusGFSI Certified**—the highest certification in Food Safety that is accepted worldwide. Sunrise Produce Company follows the guidance of this Global Food Safety Initiative (GFSI) which is industry driven to implement food safety management systems necessary to ensure the safety of your food throughout our supply chain. Our Primus GFSI audit includes: 1. Food Safety Management Systems (FSMS), 2. Good Manufacturing Practices (GMP's) and 3. Hazard Analysis Critical Control Points (HACCP).

- See Food Safety Audits under “Food Safety”

Sunrise Produce Company implements a comprehensive HACCP Program defining and justifying risk for each ingredient and product. We adhere to the highest HACCP standards and hold third party audit certifications. Our HACCP Plan defines the procedures for maintaining control of potentially hazardous food at the critical control points of food preparation or processing. Our HACCP Plan encompasses all food products that are fresh (whole, cut, Ready To Eat) and raw (when a further process is needed e.g. cooking, sanitizing, etc.). Our HACCP Plan includes:

- Identification of each Critical Control Point (CCP)
- Critical limits for each CCP
- Monitoring procedures for each CCP
- Corrective action that will be taken when there is a loss of control at a CCP
- Verification procedures that will ensure proper monitoring of each CCP
- Written procedures for employee training in HACCP plan procedures
- A list of food service equipment that is used at each CCP

We have a comprehensive written Food Defense Plan. This program protects the food stored and distributed at Sunrise Produce Company and covers the property and building Sunrise Produce Company leases. This plan also addresses areas of risk while recognizing the need for reasonable access to employees, vendors, suppliers, truck drivers, contractors and visitors.

Sunrise Produce Company maintains a 100% Product Recall Program with total traceability that is tested annually.

Our mission is to provide employees with the educational and training opportunities and resources needed to reduce the incidence of preventable illness, injury, and impairment. Sunrise Produce Company has various programs in place to support healthier and safe work environments for our employees. We believe in the safety and well-being of our employees and our Director of Operations and Quality Assurance Manager hold monthly safety meetings to educate and train our employees on the most current and up-to-date safety standards. This includes training in: Good Management Practices (GMPs), Food Defense, Emergency Safety, First Aid/CPR, Slip and Fall Prevention, and Office/General Safety.

➤ See Sunrise “Food Safety” Program – See Binder

SBE/MBE/WBE Utilization Commitment:

We will assure that small business enterprises (SBE), minority-owned business enterprises (MBE), women-owned business enterprises (WBE) and labor-surplus area firms are used when possible and to help the District achieve its goal of at least 25% small business enterprise participation on all District contracts and procurement actions. Currently we utilize several SBEs, MBEs, and WBEs throughout our daily operations to provide you your fresh produce needs.

Steps to Utilize More SBE/MBE/WBE:

- Identify and support talent. Identify elite performers based on talent and operational readiness to develop more partnerships between SBE/MBE/WBE
- Establishing delivery schedules that encourage participation by SBE, MBE and WBE.
- Highlight SBE/MBE/WBE partners in our marketing materials through bios and featured products.

- See completed SBE Utilization Report – See Binder
- See SBE Utilization Plan – See Binder

Sunrise Produce Company is passionate about every aspect of the wonderful world of fruits and vegetables and we promises to provide Fontana USD staff with sufficient knowledge on produce and provide on-going training from product knowledge to food safety; (storing, handling and safety practices, FIFO, etc.). We want to ensure Fontana USD Food Service staff maximizes its shelf life and overall integrity of products for our students. Sunrise Produce Company promises to be a trusted partner to Fontana USD by being a total sourcing solution and provide you with superior service for your Fresh Fruits and Vegetable needs. We are confident we share and will implement your districts objectives of a procurement process to deliver the highest quality products available in order to positively affect menu profitability and improve the school meal program without affecting the quality and standard of meals.

Sincerely,

Lisa Marquez
VP of Sales
Sunrise Produce Company



Pricing Methodology:

Sunrise Produce Company - Your Fresh Produce Category Manager:

Produce is at the heart of our company. We have been procuring fresh produce for over 25 years and our experience has allowed us to specialize and hone our skills in providing fresh produce procurement and distribution services to our customers. Our Category Managers and Purchasing Department work together to forecast and anticipate your produce needs and to procure the right mix of fresh fruits and vegetables.

As a Fresh Produce Category Manager, we work with your needs in mind. We're doing all of the footwork so that you don't have to including all the tracking of produce deliveries, setting up appointments for pickups and deliveries as well as communicating with dispatchers and drivers to make sure the entire process stays on track. We have an experienced and effective team that can procure fresh fruits and vegetables at the levels you require. In addition to being your Fresh Produce Category Manager, we offer multiple services including invoicing, inventory control, and sales reports. By choosing Sunrise Produce Company as your Fresh Produce Category Manager, we can ensure that all of your fresh produce needs are being met.

Our Relationships: Throughout the past 25 years, the Sunrise Produce Company team of commodity experts has fostered and grown long-lasting, genuine relationships with the best growers and shippers. The relationships with our growers and shippers is the backbone of our Grower Direct Procurement. All of our growers and shippers are carefully selected having undergone a rigorous Vendor Qualification Program. Each grower and supplier commits to full compliance with our audited distribution, purchasing, and category management programs.

Innovation and Advancement: We have grown our business around our customer's needs by constantly adding to our capabilities, engaging the very best talent, providing training and education, and pursuing the highest quality standards. With each new customer requirement, our company has adapted itself as necessary to accelerate our pace of achievement. We are continually exploring ways to elevate service levels and re-define product offerings to exceed our customers' needs and expectations. As an industry leader, we strive to not only be the best at what we do, but to pave the way for our industry.

Grower Direct Contracting:

Farming Partnerships will be the most important step for "Growing" your program. Our Grower Direct Procurement will provide your district with the consistency necessary to elevate quality, price, and volume, enhancing your program at every level. Sunrise Produce is in a position to develop and manage the following:

- Coordinate local seasonal fruit and vegetable procurement through qualified reputable growers.

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- Establish partnerships with local qualified growers through volume commitments.
- Ensure product cost guarantees by contracting and committing to specific products in advance.
- Establish long-term seasonal contracts to ensure stabilized food costs and guarantee product supply.
- Work with District Operators in product volume commitments for advance purchasing and coordination of menu designs.

Product Evaluation & Forecasting:

Sunrise Produce is committed to providing your organization with the freshest fruits and vegetables available. Seasonal menu designs, product specifications and forecasting will be instrumental to a successful program. As produce specialists, it is our job to continue the education of produce, providing your district operators with the following:

- Monthly Specification Reviews: Evaluation of product selection (specification) for the specific application.
- To help ensure efficiencies in product costs, yields, flavor/taste and maximize overall consumption.
- Annual menu planning and design for fresh seasonal fruits and vegetables with monthly seasonal commitments.
- Provide a Monthly Seasonal Chart in coordination with menu designs; outlining a list of designated product specifications for the month and year.
- Provide alternative product specification solutions in the event of extreme market conditions.

Local Family Farmers: In addition, Sunrise Produce Company qualifies and partners with Local Family Farmers ranging from the Santa Barbara area into San Diego. We offer a broad variety of fresh seasonal fruit and vegetable lines including but not limited to the following:

- Seasonal Fruits such as Apples, oranges, berries, pears, stone fruit, kiwi, tomatoes, and more
- Seasonal Vegetables > Baby lettuce, squashes, broccoli, cauliflower, carrots and more

Grower of the Month Program: Sunrise Produce promotes a “Grower of the Month” featuring a Local Family Farmer and their products. More details are outlined in our Local Sustainable Program.

Annual Contracted Pricing:

Sunrise Produce will provide annual locked in pricing and In-Season pricing as stated in the bid. Contracted pricing and availability will be based on seasonal market conditions and volume commitments. Grower Direct Procurement and Pre-Cut for fresh fruits and vegetables will be provided to coincide with menu design and planning.

“Out of Season”

In Season products will be based on market conditions. Sunrise Produce will work with the Fontana USD Food service Team to support menuing fruit and vegetables that are In Season.

Any and all new products will include a \$2.50 mark up based over the USDA Mostly Market at the time the products are being purchased.

Force Majeure - The parties' performance under this agreement is subject to "Force Majeure" or "Acts of God" and shall not be liable for failing to perform under this contract if such failure is caused due to strikes, work stoppages or other labor difficulties; fires, floods, or other catastrophic Acts of God (other catastrophic Acts of God shall be defined as industry-wide disasters whereupon all industry related companies mutually share in the disaster equally to or worse than contracted parties); transportation delays; acts of government or any other similar cause beyond the reasonable control of the party. The party affected by such event shall notify the other party of the probable extent to which the affected party will be delayed or unable to perform and both parties shall either be excused from performing hereunder while the event exists or they shall mutually arrange alternative product delivery schedules, suitable to the circumstances.

Contract Renewal:

Annual Contracts Renewals will be based on CPI increases

All pricing submitted is landed pricing to your district which includes any re-packing fees, mark up slotting fees etc.

COUNTY FORM
REGULAR AUDIT
SCHOOL CLAIMS DIVISION
COUNTY OF SAN BERNARDINO

CERTIFICATION OF BOARD ACTION

SCHOOL DISTRICT: FONTANA UNIFIED SCHOOL DISTRICT
SUBJECT MATTER: BID AWARD
DATE OF ACTION: JULY 13, 2016

IN ACCORDANCE WITH PROVISIONS OF LEGAL CODES FOR THE STATE OF CALIFORNIA, THE GOVERNING BOARD OF THE ABOVE NAMED SCHOOL DISTRICT, HEREBY APPROVES AND ADOPTS THE ACTION DESCRIBED BELOW:

Awarded Bid No. 15/16-1447 to Sunrise Produce Company, at unit prices indicated on the attached bid summaries for the 2016/17 school year, for an estimated total cost of \$2,491,275.60.

Motion made by M. Slowik, seconded by J. Armendarez, and carried on a 5-0 vote.

AUTHORITY: _____ EDUCATION CODE SECTION: _____
_____ GOVERNMENT CODE SECTION: _____
_____ PUBLIC CONTRACT CODE SECTION: _____
_____ OTHER: LEGAL OPINION SECTION: _____

SUPPORTIVE DATA:

I CERTIFY, UNDER PENALTY OF PERJURY, THE FOREGOING STATEMENTS TO BE TRUE AND CORRECT.


Randal S. Bassett

Associate Superintendent
Business Services
Title

7/23/2016
Date

bc

SAN BERNARDINO COUNTY SUN

This space for filing stamp only

4030 N GEORGIA BLVD, SAN BERNARDINO, CA 92407
Telephone (909) 889-9666 / Fax (909) 885-1253

Brandy Cuttress
FONTANA USD/PURCHASING
9680 CITRUS AVE., BLDG 30
FONTANA, CA - 92335

SB #: 2868585

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of SAN BERNARDINO) ss

Notice Type: BIDS - NOTICE INVITING BIDS-SB

Ad Description:

Bid No. 15/16-1447

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/27/1952, Case No. 73081. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

08/04/2016, 08/11/2016

Executed on: 06/13/2016
At Riverside, California

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


Signature



NOTICE INVITING BIDS
NOTICE IS HEREBY GIVEN that sealed bids will be received in the Office of the Director of Purchasing of the Fontana Unified School District, located at 9680 Citrus Avenue (Bldg #30), Fontana, California, on or before 2:00 o'clock P.M., on the 21st day of June, 2016 for: **MAINLINE FRESH PRODUCE & HARVEST OF THE MONTH PRODUCE & SERVICES** under Bid No. 15/16-1447. Specifications for the material and/or services required, and applicable forms on which the proposal must be submitted may be secured at the Fontana Unified School District, Purchasing Office, 9680 Citrus Avenue, Building #30, Fontana, CA 92335 or can be downloaded from the District's website at www.fusd.net, under "Notice Inviting Bids." All notifications, updates and addenda will be posted on the District's website. Bidders shall be responsible for monitoring the website to obtain information regarding any revisions for this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive bid. All requests for information must be submitted in writing, to Brandy Cuttress, Sr. Buyer, via email at cuttbm@fusd.net and received no later than 12:00 p.m. on June 15, 2016. Please direct all correspondence with the subject line "Bid No. 15/16-1447 Produce." No other questions or clarification will be accepted after this time and date. The Board of Education reserves the right to reject any or all proposals, and waive any irregularities or informalities in any bid or in the bidding; and to accept or reject any items thereon. Publication dates of this Notice are June 4 and 11, 2016.
FONTANA UNIFIED SCHOOL DISTRICT
Board of Education
6/4/16
889-2868585

FONTANA UNIFIED SCHOOL DISTRICT

PLEASE QUOTE YOUR PRICES F.O.B. OUR LOCATION, FONTANA, CA 92335

TO

Bid No. 15/16-1447

Date Mailed: June 3, 2016

THIS BID MUST BE DELIVERED BEFORE:

2:00 P.M. -- June 21, 2016

SUBMIT BID TO DIRECTOR OF PURCHASING, 9680 CITRUS AVE., FONTANA, CA 92335

Gentlemen/Ladies:

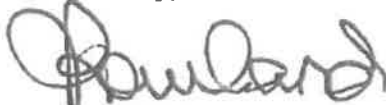
The Board of Education of the Fontana Unified School District will receive sealed bids for **MAINLINE FRESH PRODUCE AND HARVEST OF THE MONTH PRODUCE AND SERVICES**, in accordance with the attached specifications, in the office of the Director of Purchasing, 9680 Citrus Avenue (Bldg. #30), P.O. Box 5090, Fontana, California 92334-5090, no later than 2:00 P.M. on June 21, 2016.

Attached is Bid No. 15/16-1447. Please return one (1) original and one (1) copy of your proposal along with the other required documents identified in the Contract Terms and Conditions of the bid documents in a sealed envelope bearing the name of the bidder, bid number, date and hour specified for public opening.

Any questions should be directed to Brandy Cuttress, Sr. Buyer, via email at cuttbrm@fUSD.net or (909) 357-7600 Ext. 29022.

Thank you for your interest in this bid.

Sincerely,



Janie Rowland
Director of Purchasing
(909) 357-7600 Ext. 29017)

/bc

BID NO. 15/16-1447
MAINLINE FRESH PRODUCE AND HARVEST OF THE MONTH
PRODUCE AND SERVICES

ADDENDUM NO. 2

June 16, 2016

This addendum forms a part of the bid and modifies the original documents dated June 3, 2016. The following change hereinafter set forth shall apply to the bid and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or sworn.

Acknowledgement of Addendum No. 2 is required. This form must be completed, signed and submitted with bidder's proposal. Failure to do so will subject bidder to disqualification.

CLARIFICATION ON BID FORM (Initial Product List) - SCOPE OF SERVICE 1 - MAINLINE FRESH PRODUCE

Line Item No. 45: Lettuce Mix, Iceberg/Spinach/Shredded Carrots, 5 lb Bag - 5 lb Bag should consist of: 1 lb Spinach, 2 lbs Iceberg and 2 lbs Shredded Carrots (packaged separately to equal 5 pounds).

BID OPENING: JUNE 21, 2016 @ 2:00 P.M.



Brandy Cuttress, Sr. Buyer

THIS ADDENDUM MUST BE SIGNED & RETURNED WITH YOUR BID



Authorized Signature of Bidder

David Sapia

Print Name of Bidder

June 16, 2016

Date

Sunrise Produce Co.

Print Name of Company

Response: Yes, this is a premade kit; previously ordered from Harvest Produce.

6. What is the label and or nutritional specs for the Moji apples sliced?

Response: The moji apple is a special type of Asian apple previously purchased from Harvest Produce. Asian apples are preferred, but will accept alternate apple types. If bidding an alternate type of apple, you must specify the apple type on the bid form.

7. Please clarify on how your HOTM program is implemented to ensure we meet your district's HOTM expectations.

Response: The District is seeking proposals from companies that will develop and implement a Harvest of the Month program that will meet the needs of the District and include the objectives and requirements as outlined in the bid documents for this solicitation.

8. Is this an area, that we as a produce company can propose a HOTM program for your district?

Response: Yes, the District is seeking proposals that meet or exceeds the specifications listed in this bid solicitation; however, proposals must be in accordance with San Bernardino County's calendar for fruits and vegetables throughout the school year.

9. Can you also tell me what month each item listed in the HOTM will be requested?

Response: Produce will be ordered based on the Harvest of the Month Rotation Calendar for the 2016/17 school year generated by California Department of Public Health.

10. How many days a week are elementary school deliveries?

Response: Elementary school deliveries are once per month for Harvest of the Month. They do not have regular weekly deliveries.

11. What were your total dollar purchases for produce?

Response: The annual expenditure for the 2015/16 school year for mainline produce was \$2 million and Harvest of the Month produce was \$90,000.

BID OPENING: JUNE 21, 2016 @ 2:00 P.M.



Brandy Cuttress, Sr. Buyer

THIS ADDENDUM MUST BE SIGNED & RETURNED WITH YOUR BID



Authorized Signature of Bidder

David Sapia
Print Name of Bidder

June 17, 2016

Date

Sunrise Produce Co.,
Print Name of Company

FONTANA UNIFIED SCHOOL DISTRICT
 BID NO. 15/16-1447
 MAINLINE FRESH PRODUCE &
 HARVEST OF THE MONTH PRODUCE & SERVICES

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received in the Office of the Director of Purchasing of the Fontana Unified School District, located at 9680 Citrus Avenue (Bldg #30), Fontana, California, on or before 2:00 o'clock P.M., on the 21st day of June, 2016 for: **MAINLINE FRESH PRODUCE & HARVEST OF THE MONTH PRODUCE & SERVICES**

under Bid No. 15/16-1447

Specifications for the material and/or services required, and applicable forms on which the proposal must be submitted may be secured at the Fontana Unified School District, Purchasing Office, 9680 Citrus Avenue, Building #30, Fontana, CA 92335 or can be downloaded from the District's website at www.fusd.net, under "Notice Inviting Bids." All notifications, updates and addenda will be posted on the District's website. Bidders shall be responsible for monitoring the website to obtain information regarding any revisions for this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive bid. All requests for information must be submitted, in writing, to Brandy Cuttress, Sr. Buyer, via email at cuttbm@fusd.net and received no later than 12:00 p.m. on June 15, 2016. Please direct all correspondence with the subject line "Bid No. 15/16-1447 Produce." No other questions or clarification will be accepted after this time and date.

The Board of Education reserves the right to reject any or all proposals, and waive any irregularities or informalities in any bid or in the bidding; and to accept or reject any items thereon.

Publication dates of this Notice are June 4 and 11, 2016.

FONTANA UNIFIED SCHOOL DISTRICT
Board of Education

GENERAL BID INSTRUCTIONS AND CONDITIONS

1. **SUBMITTING BIDS:** Each bid must be received in the Purchasing Department, Fontana Unified School District, 9680 Citrus Avenue, Building #30, Fontana, California, by the time prescribed in the bid. Each bid shall be in a sealed envelope, bearing the name of the bidder, bid number, date, and hour specified for public opening.
2. **RESPONSIBILITY:** All bids shall be signed with the firm name and by a responsible officer or employee.
3. **CORRECTIONS:** All prices and notations shall be typewritten or in ink. No erasures will be permitted. Mistakes must be identified and corrected prior to the final date and time. Mistakes may be crossed out and corrections made adjacent and shall be initialed, in ink, by person signing bid. ⁴Verify your bids before submission.
4. **ACCEPTANCE:** Bid on each item separately. Prices shall be stated in units specified. The District will not be responsible for errors in extensions. The right is reserved to reject any or all bids; to waive any irregularities or informalities in any bid or in the bidding; and to accept or reject any items in the bid. No bidder may withdraw his bid for a period of sixty (60) days after the date set for opening thereof.
5. **TIE BIDS:** Whenever bids are equal, preference shall be given to firms located within the School District and/or firms with whom the District has had satisfactory business relationships, in the order named.
6. **PROTESTS AFTER AWARD:** Any protest against the award of a contract pursuant to this bid must be received within five (5) calendar days after receipt of a written notice of the District's intent to award to another bidder. The District shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the Director of Purchasing, Fontana Unified School District.
7. **NUTRITIONAL INFORMATION:** In order to accommodate the computerized menu system utilized by the Food Services Department, the successful bidder shall be required to provide a complete nutrient analysis of some products, as requested by the District. The nutrient information may be obtained from an independent laboratory.

The following information will be required from the manufacturer: weight (gm), water content (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg).

In addition, FUSD is requesting that the Distributor provide documentation of the meal contribution (e.g. ¼ cup fruit or ½ cup red/orange vegetable).

ALL PROCESSED FOODS SHOULD CONTAIN NO ADDED ARTIFICIAL TRANS FAT.

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Contractor shall notify Food Services whenever there is a product /ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Food Services Department.

8. **SUBSTITUTIONS:** Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words "or equal" unless the bid specifically requires no substitutions. When submitting bids on brands other than those specified, the submitter must state on the bid the brand, quality, code number, or other trade designation on each item bid other than "as specified". At the District's request, the bidder shall furnish samples and/or full descriptive information covering the product bid on, properly marked and showing item number and page number on each sample or description within five (5) business days of request.
9. **QUALITY:** All workmanship, materials, and articles incorporated in the items covered by this specification shall be of the best available grade of their respective kinds for the purpose for which the items are to be used. All equipment shall be new unless otherwise specified.
10. **AUDITS AND INSPECTIONS:** The successful bidder shall submit to third party audits and/or inspections initiated by the District during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Successful bidder must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.
11. **SAMPLES AND TESTING:** Samples of items, when required, shall be furnished free of expense to the District, and may be retained by the District for the purpose of comparing against material delivered by the successful bidder, and if not destroyed by tests will, upon request, be returned at bidder's expense. The final decision as to whether the material or product is the equal to that specified shall be made by the District. In all cases when a sample is taken from a shipment and sent to a public testing laboratory and the test shows that the sample does not comply with the specifications, the vendor shall pay the cost of the tests. In all cases the District reserves the right to make tests it deems necessary.
12. **PATENT INFRINGEMENTS:** The successful bidder(s) shall hold the Fontana Unified School District, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented invention, article, or appliance, furnished or used, under this bid.
13. **DELIVERY:** It is understood that the bidder agrees to deliver all items on which bids are accepted to the addresses indicated on the attached "Delivery Sites" document. All costs for delivery, drayage, or freight, or the packing of said articles are to be borne by the bidder. Additionally, all prices offered by bidders must include on site off loading and inside delivery. Absolutely no fuel surcharges may be levied during the term of the contract.
14. **DISCOUNT:** Cash discount when stated on bid shall be allowed on all payments that are processed by the District with reasonable promptness after acceptance of material and receipt of vendor's invoice in triplicate. Cash discounts for a period of less than thirty (30) days will not be considered in determining low bidder. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible bidder.
15. **NON-BIDDERS:** If bid is not made, please notify the District if you wish to remain on the mailing list.
16. **INTERPRETATIONS OF BID DOCUMENTS:** All interpretations of the bid conditions and/or specifications shall be made only by written addendum. The School District shall not be responsible for any other explanation or interpretation of the bid document.
17. **CONTRACT NEGOTIATIONS AND MODIFICATIONS:** A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate", or similar, will be considered non-responsive to that specific term. Any modifications, qualifications, exceptions, changes made to the District's term, specifications, and conditions detailed herein shall be grounds for rejection of bid.

18. **LEGAL REQUIREMENTS:** All bidders are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.
19. **COMMUNICATION OF AWARD:** Bid award/s made by the Board of Education shall not become binding upon the District until communication in writing to the successful bidder(s).
20. **SAFETY REGULATIONS:** All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (CalCode).
21. **AFFIRMATIVE ACTION:** The bidder shall certify that he is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.
22. **NON-COLLUSION DECLARATION:** A signed Non-Collusion Declaration must be returned with the Bid Form. Bids received without a signed Non-Collusion Declaration cannot be accepted.

FONTANA UNIFIED SCHOOL DISTRICT

BID NO. 15/16-1447

MAINLINE FRESH PRODUCE & HARVEST OF THE MONTH PRODUCE & SERVICES

CONTRACT TERMS AND CONDITIONS

INTRODUCTION:

Fontana Unified School District (District) is located in San Bernardino County and services an area of approximately thirty-six (36) square miles. The District's projected student enrollment for the 2016-17 school year is approximately thirty-eight thousand (38,000) students. District serves approximately 8.5 million meals per year. The District has thirty (30) elementary schools, seven (7) middle schools, five (5) comprehensive high schools and two (2) continuation high schools. Three (3) of the comprehensive high schools serve as production kitchens.

PURPOSE

District is seeking proposals from qualified companies to procure and deliver fresh produce to sites within the District. The contract may be awarded separately to two (2) vendors for each of the categories listed below, or one vendor may be awarded both categories.

This bid solicitation defines the program, the products and the services that are being sought from the produce distributor and generally outlines the program requirements.

DEFINITIONS

"District" means Fontana Unified School District. "Bidder, Vendor or Distributor" means offeror that submits a proposal in response to this solicitation. "Successful Vendor, Bidder, or Distributor" means bidder to whom award is made

SCOPE OF SERVICES I (MAINLINE FRESH PRODUCE)

The selected vendor will partner with the District over the term of the contract resulting from this bid solicitation to procure and deliver fresh produce to secondary school sites designated within the District (list of delivery sites included in bid documents). Most school sites will require delivery at least three (3) days per week; some school sites require daily delivery. Delivery schedules will be determined by the District based on operational needs.

Additional product and service requirements are outlined within the bid documents.

SCOPE OF SERVICES II (HARVEST OF THE MONTH)

The selected vendor will partner with the District over the term of the contract resulting from this bid solicitation to procure and deliver fresh produce that meets Harvest of the Month seasonal schedules to elementary school sites designated within the District (list of delivery sites included in bid documents). Most school sites will require monthly delivery.

Additional product and service requirements are outlined within the bid documents.

TIME AND PLACE OF BID SUBMISSION

Sealed bids will be publicly opened and read aloud at Fontana Unified School District, Purchasing Department, 9680 Citrus Avenue, Building #30, Fontana, CA 92335, promptly at 2:00 P.M., on June 21, 2016. Bids received after that time will not be considered and will be returned to bidder unopened.

BID SECURITY

Bid bond/security is *not* required.

REQUEST FOR INFORMATION

All requests for information must be submitted, in writing, to Brandy Cuttress, Sr. Buyer, via email at cuttbrm@fusd.net and received no later than 12:00 p.m. on June 15, 2016. Please direct all correspondence with the subject line "Bid No. 15/16-1447 Produce." No other questions or clarification will be accepted after this time and date.

ADDENDA

The District reserves the right to issue addenda to the bid solicitation at any time prior to the date and time of the public bid opening. Addenda, if issued, will be posted on the District's website at www.fusd.net under "Notice Inviting Bids," and will be the responsibility of the bidder to ensure receipt and acknowledgement of any addenda issued. All addenda shall become part of the contract documents.

SCHEDULE OF EVENTS

The following are key dates for this bid. The District is committed to adhering to this schedule, but reserves the right to make modifications.

Event	Date
Bid Published	6/4/16 & 6/11/16
Deadline to Receive Questions	6/15/16 – 12:00 p.m.
Bids Due	6/21/16 – 2:00 p.m.
Board Meeting to Award Bid	7/13/16

CONTRACT DOCUMENTS

The complete contract will consist of the General Bid Instructions and Conditions, Contract Terms and Conditions, the proposal of the vendor, its acceptance by the District, the Purchase Order issued by the District, and all amendments, any of which shall be interpreted to include all provisions of the other documents as though fully set forth therein.

ERRORS AND OMISSIONS

It shall be the responsibility of the bidder to acquaint him/herself with the contract documents before submitting a proposal, and the bidder shall assume full liability for any errors or omissions in its proposal.

LIMITATIONS

The District shall not be obligated to accept the lowest priced proposal, but will be evaluating proposals with the intent of awarding to one or more responsible produce distributors. The District reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the District. The District may take into account the performance of the bidder with respect to any recent contract(s) with other school districts. The District, however, reserves the right to reject any one or all bids, to waive any informality in the proposals, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the lowest responsible proposal MEETING ALL THE CRITERIA SPECIFIED IN THE PROPOSAL and is in the best interest of the District

The District makes no representation that participation in the bid process will lead to an award of contract, or any consideration whatsoever. The District shall, in no event, be responsible for the cost of preparing any proposal in response to this bid solicitation. The awarding of the services contract(s), if at all, is at the sole discretion of the District.

PROJECT DESCRIPTION AND RESPONSIBILITIES OF DISTRIBUTOR

It is the District's intent to select one or more responsible distributors that will best meet the District's needs for supply and distribution of: mainline fresh produce and Harvest of the Month fresh produce for the period of July 2016 through June 30, 2017. The address, contacts and sites of delivery are attached within this document.

District's Objectives

Fontana Unified School District is seeking to:

1. Partner with produce vendor(s) to increase the consumption of fruits and vegetables among students in our districts.
2. Ensure that students are receiving high quality produce.
3. Purchase high quality produce at the best possible price.
4. Offer more produce that is California grown or grown within 300 miles of San Bernardino County.
5. Utilize the expertise of our produce vendor to create menus that incorporate produce items that are in season.
6. Improve the image of school meal programs in our communities.
7. Partner with a produce vendor that will provide excellent customer service.

Services

Seasonal Sourcing and Menu Planning

As listed in the District's Objectives, District wishes to increase the consumption of fruits and vegetables among students, ensure that students are receiving high quality produce, and incorporate produce that is in season to the extent possible.

District would like to utilize the expertise of the produce vendor to ensure that these objectives are met during the sourcing and menu planning process.

Farmers' Markets (Harvest of the Month Services)

District is seeking to incorporate Farmers' Market Education services at elementary sites that participate in Harvest of the Month. The Farmers' Market should support Farm to School Initiatives and expose students to new, healthy food choices. Ten (10) Farmers' Market assemblies will be planned for 2016/17 school year at elementary schools with populations between four hundred (400) and eleven hundred (1100) students.

Salad Bar Management

The District currently maintains daily salad bars at a minimum of ten (10) elementary schools, growing to all thirty (30) elementary schools during 2016/17 school year. In addition, at least one (1) high school salad bar will be implemented in the 2016/17 school year with the possibility of all five (5) comprehensive high schools including a salad bar. In order to maximize variety and seasonality of salad bar offerings, the District is requesting that bidders provide a suggested seasonal salad bar menu for the fall, winter, spring and summer. The menu must follow a three week cycle and meet or exceed the National School Lunch Program (NSLP) weekly vegetable sub group requirements, by providing a minimum of ½ cup dark green vegetables, 1 ¼ cup red orange vegetables, ½ cup starchy vegetables, ½ cup of beans/legumes, and ¾ cup other vegetables weekly. Mixed salads can be included in salad bar offerings, as long as standardized recipes are provided by the produce vendor.

The salad bar menu currently includes the following choices on a daily basis: 4 vegetable options (including 1 leafy green) and 2 fruit options (including 1 pan of assorted whole fruit).

"Best Served On" Information

In the interest of serving the highest quality of produce to students, the District would like the produce Distributor to provide and maintain a "Best Served On" list for all cut produce purchased by the District. This list will assist menu planners in placing produce on optimal days of the week to maximize produce freshness. The "Best Served On" list must provide the information outlined below:

Produce Item	Processed by Produce Distributor	Processed by 3rd Party Facility	Day(s) of Week Processed	Day(s) of Week Received by Produce Distributor	Optimal Days for Service	Approx. Shelf Life from Time of Processing
<i>Example:</i>						
Sliced Apples		X	Mon, Tues	Wed	Thurs, Fri	7 days
Cucumber Coins	X		Fri	Mon	Tues, Wed	7 days

Locally Grown

The District strives to provide our students with seasonal, locally grown produce when available.

District is defining "locally grown" as any produce which is grown in California or within 300 miles of San Bernardino County. In order to provide the best quality produce to our students, seasonality will take priority for all locally grown produce procured. Furthermore, providing students locally grown unique produce will be an exceptional benefit to the District. Produce sheets (product specification sheets) and menus presented to the District will include point of origin on all fruits and vegetables allowing the District the opportunity to purchase to the maximum extent locally grown produce.

Department of Defense Produce

The District, at its discretion, may procure fresh produce through the USDA Department of Defense (DOD) contracts utilizing commodity entitlement dollars. The District may use another vendor for these items at their discretion.

MINIMUM QUALIFICATION REQUIREMENTS

In order to be found sufficiently qualified to propose in response to this bid, a firm must show that it meets each of the following Minimum Qualification Requirements. The minimum requirements are listed on the chart on the next page.

Minimum Qualification Requirement	What We're Looking For	Basis on Which Evaluation Will Be Made [What Proposer is to Submit]
<p>1 Experience</p>	<p>Evidence that the proposing firm has been in business long enough to understand, and be able to anticipate and support, its operational needs and to appropriately manage and address the risks associated with its operation.</p> <p>Evidence that the firm has experience supplying produce to K12 public school districts, colleges & universities, institutions, hospitals, business and industry, grocery, restaurants for which deliveries were made to at least 40 separate locations per week.</p>	<ul style="list-style-type: none"> • Representation that the proposer has been in business as a supplier of produce for at least five years • Vendor's written representation • Reference Responses
<p>2 Minimum Safety Record & Controls</p>	<p>Evidence that the proposing firm has a minimum of appropriate safety controls in place.</p>	<ul style="list-style-type: none"> • HACCP Plan • Food Security and Safety Program • Product Recall Program • Disaster Contingency Plan • Satisfactory third-party safety assessments for past 3 years from an accredited food-safety auditing organization
<p>3 Financial Resources & Capacity</p>	<p>Evidence that the firm has the ability to supply the District at the volume of product the District will need as shown by the firm's estimated usage of the product category.</p>	<ul style="list-style-type: none"> • Vendor's written representation • Reference responses • Line of credit letter (showing how much credit the vendor currently has at its disposal) • Evidence of compliance with District's insurance requirements - Either <ul style="list-style-type: none"> ○ Certs. of Ins. showing compliance or ○ Broker's letter indicating ability to comply or ○ Proposer written confirmation of ability to comply and commitment to comply if and when offered District(s) contract

RESTRICTIONS ON LOBBYING AND CONTACT

From the period beginning with the date of the issuance of this bid solicitation and ending on the date of the award of the contract, no person, or entity submitting a response to this solicitation, 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 and/or the award of the contract with any member of the District, Board of Education, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.

INSTRUCTIONS FOR SUBMITTING PROPOSALS AND REQUIRED DOCUMENTS

WARNING: READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

Proposal Format and Required Information

Distributors responding to this bid solicitation must follow the format below. Distributor must submit one (1) original and one (1) copy of their proposal. Proposals should be properly and legibly filled out, include responses to all questions, and are to be verified before submission, as they cannot be corrected after proposals are opened. Distributors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. It is the sole responsibility of the Distributor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral or telephonic modification of any proposal submitted will be considered.

Proposal Submission Components (A – P)

A. Cover Letter (three single sided pages maximum)

1. A brief statement of interest and summary of relevant qualifications to engage in a professional relationship with Fontana Unified School District.
2. Name and Nature of Distributor's Legal Entity: Specify in the proposal the name and nature of the legal entity and any fictitious name(s) under which it does any business. An authorized officer or person shall sign the proposal under the correct firm name.
 - a. Distributor name
 - b. Address
 - c. Name of contact person
 - d. Phone number
 - e. Email address
 - f. Year Distributor was established
 - g. Number of employees
 - h. Web site
 - i. Signature of authorized officer or person
 - j. Corporate seal (if a corporation)

B. Pricing Methodology

Provide a pricing methodology that will ensure the District is receiving the best pricing on high quality produce. The pricing methodology:

- Must clearly explain how existing and future products will be priced to the District.
- Must be appropriately reflected in the pricing for the products listed on the Initial Products Lists. The Bid Form and Signature Page for each product category (Scope I and Scope II) must be submitted with your proposal.
- Should explain how market conditions could affect future pricing.
- Should explain how pricing will be calculated for renewals.

C. Offers of Additional Items

Provide a separate list of all products available, with firm prices for the contract period. Additional items offered will not be considered when calculating bid totals.

D. Seasonal Sourcing and Menu Planning

Indicate what services will be provided by the vendor to assist with seasonal sourcing and menu planning.

E. Salad Bar Plan

The salad bar plan should include the following:

- Four (fall, winter, spring, summer) 3 week cycle menu samples for the salad bar
- Sample educational or promotional materials that can be placed at the salad bar to encourage and promote fruit and vegetable consumption
- Standardized recipes for any mixed salads listed on the menu samples
- Items included in the salad bar plan along with pricing

F. Farmers' Market

The Farmers' Market plan should include:

- Detailed education program that will be offered
- Learning objectives for each market
- Length of each market
- Student incentives at each market (farmers' market dollars, fresh produce, etc)

G. Relevant Qualifications/Experience - Distributor Evaluation/Questionnaire

Distributor shall be required to respond to the attached questionnaire completely to be considered, and encouraged to provide detailed responses. Provide your answers to the Distributor Evaluation/Questionnaire included in the bid documents.

H. Reference List

Provide a minimum of four references from school districts in Los Angeles County, Orange County, Riverside County, San Bernardino or San Diego County for contracts you have completed in the last three years that are of similar scope and complexity. Reference Contact Information can be provided on the reference form included in the bid documents.

I. Public Liability and Property Insurance

Successful Distributor shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Distributor(s) are required to furnish certificates of insurance prior to start of work.

- a. Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000/\$2,000,000 Aggregate.
- b. Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$2,000,000 Aggregate.
- c. Insurance certificate must name the District as additional insured.
- d. Certificate to be submitted by vendor must be submitted prior to award.

J. Non-collusion Declaration

A signed Non-Collusion Declaration must be completed by the bidder and submitted as part of the bid. Bids received without a signed Non-Collusion Declaration will not be considered (form enclosed).

K. Hazard Analysis Critical Control Point (HACCP) Plan

Distributors on this contract must have a HACCP Program in place for the company. A copy of the bidder's HACCP Plan must be submitted with their bid.

L. Food Security and Safety Program

A copy of the Distributor's Food Security and Safety Program must be submitted with their bid.

M. Product Recall Program

A copy of the Distributor's Product Recall Program must be submitted with their bid.

N. Disaster Contingency Plan

A copy of the Distributors Disaster Contingency Plan must be submitted with their bid.

O. Evidence of Satisfactory Third Party Safety Audits

A copy of the third party safety audit conducted during each of the last three years. These audits must be completed by an accredited food safety auditing organization.

P. Department of Education-Child Nutrition Division Forms

1. Per the California Department of Education, Child Nutrition and Food Distribution Division, School Nutrition Programs Unit, the attached forms: Suspension and Debarment Certification; Certification Regarding Lobbying, Disclosure of Lobbying Activities; Buy American Certification; and Iran Contracting Act Certification must be completed and submitted with proposal. Proposals received without these forms/certifications will not be considered. Forms included in bid documents.

EVALUATION AND SELECTION PROCESS

Selection of a qualified and responsible Distributor(s) will be based on the Evaluation Criteria, Questionnaire included in these bid documents as well as quality and completeness of submitted proposal, understanding of objectives, project approach, experience and expertise with public agencies and similar types of efforts, current and past performance as evidenced by current/former districts and references. Additional questions may be asked of the Distributor(s) and interviews may be conducted.

The selection committee will make its recommendation to the Superintendent and Board of Education. District personnel will notify the successful Distributor(s) of the intention to enter into an agreement.

Proposals not conforming to the requirements set forth herein may not be considered.

INTERVIEWS/REFERENCE CHECKS

The District, at its sole discretion, may elect to conduct interviews with finalists, or directly select a Distributor based on the response to this bid solicitation.

The District may perform investigations of proposing Distributors that extend beyond contacting the references identified in the proposals. Following the evaluation/interviews, the selection committee will make recommendations to the Superintendent and Board of Education regarding the candidates. The criteria for these recommendations will include those identified above.

BASIS OF AWARD

Subject to the provisions herein, award will be made to one or more responsible bidders with the "highest scored," responsive proposal, giving appropriate consideration to the evaluation factors stated herein. The District reserves the right to make an award to other than the lowest priced proposal. Price alone will not be the sole determining factor in the selection process. Award will be based on the highest number of points given during the evaluation process as indicated in the Evaluation Criteria included in the bid documents. The decision resulting from the evaluation process as to which proposal best meets the needs of the District remains the sole responsibility of the District and is final.

CONTRACT

The District reserve the right to enter into one contract, or award multiple awards of contracts, for this work. The District may select a Distributor based on the highest rated proposal and interview one Distributor without further discussion, or interview other Distributors. The District is not obligated to invite any or all finalists for an interview.

If contractual agreement cannot be reached with the apparent successful Distributor, the District may cancel the award and negotiate with the next highest ranked proposer.

TERM OF CONTRACT

The initial contract period will be from date of award through June 30, 2017, with the option to renew for up to two (2) additional years, in one (1) year increments, in accordance with Education Code Section 81644.

The District reserves the right to terminate the contract at the end of each annual period

EXECUTION OF CONTRACT

Issuance of a Purchase Order shall be evidence of the contractual agreement between the successful bidder and the District and the bidder's acceptance of the terms and conditions set forth within this solicitation. Failure or refusal of the successful bidder to execute a contract upon award by the District, may result in a claim for damages by the District and shall be grounds for immediate removal from the District's bidders list and bidding on future bid solicitations.

DISCONTINUANCE OF SERVICE

Failure on the part of the successful Distributor to meet contract requirements shall be cause for cancellation. Either party may cancel the contract upon a thirty (30) day written notice to the other party prior to the end of the contract term.

The District reserves the right to discontinue service upon 24-hours' notice for due cause which shall include such reasons as unsatisfactory product or service; or to extend the contract with present Distributor upon annual review of weighted factors, performance of service and/or provision of quality products. FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.

The District shall hold the successful Distributor liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the successful Distributor fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful Distributor. Additional costs accrued by the District through this purchase may be deducted from unpaid invoices or must be paid to the District by the successful Distributor. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

PRICING METHODOLOGY

The pricing methodology proposed must remain in effect for the term of the contract, including any annual extensions. The proposed pricing methodology will also be applied to any new products requested.

* The percentage markup and the landed costs may be "subject to adjustment" at the beginning of each annual contract period. It is expressly understood that the contract rate increases are not automatic or guaranteed. The Distributor's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The District reserves the right to reject any such request and re-bid and/or terminate said contract within the provisions of the existing agreement. It is understood that increases in the manufacturer's and/or processors landed costs to the Distributor are out of the control of the Distributor. Those price adjustments may be accepted or rejected by the District. Increases in the percentage markup price in this bid may not exceed the increase in the Consumer Price Index Urban for the Los Angeles-Riverside- Orange County, California region or price increases verified by labor rate increases justified by increases in labor contracts or State of California Department of Industrial Relations prevailing wage rates. The specific index to be reviewed is the C.P.I. for Los Angeles-Riverside-Orange County, California for the month of [that month which is six (6) months prior to the contract's annual end date] each year using the category of "All Items Less Shelter" under the "All Urban Consumers" column.

PRICE ADJUSTMENTS

The successful Distributor shall be allowed to adjust prices upon presentation of suitable proof of a price increase from a manufacturer or processor. A notice shall be sent including proof of any increase thirty (30) days prior to the increase. No increase to the price will be allowed sooner than 180 calendar days from the date of RFP award, including thirty (30) calendar days advance written notice. Any change to the price shall be subject to mutual agreement by both parties.

In the event of a decline in price, the successful Distributor is to give the District the immediate advantage of such a decrease and inform the District of the decrease. All orders placed under this agreement shall be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

FUEL SURCHARGES

Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

ORDER CONDITIONS/DELIVERY MINIMUMS

There shall be no minimums in dollar volume or case counts.

The District shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

VEHICLE DELIVERY CONDITIONS

All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures.

Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings.

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

PRODUCT QUALITY CONTROL

The District reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor in default.

All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Distributor's plant is located or by the applicable federal standards, whichever is higher.

All products must follow the specifications indicated. All products must be fresh and U.S. Grade 1 or better unless otherwise specified. All processed fruits and vegetables must be sealed in airtight packaging. In the event of product quality failure including but not limited to off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture, evidence of freezing, or otherwise unusable product factors, provisions must be made for pick up, exchange and issuance of appropriate credit.

All products are to be prepared and packaged without added sulfites or preservatives - a letter of certification guaranteeing this requirement must be included in the awarded vendor's response. All products must contain a date for pull or preparation. Vendor must state whether product is dated as "Produced Date" or "Use by Date." Use by dates are preferred.

All products must be delivered by refrigerated trucks whereby the temperature of all products is continuously held and received by the district between 32° and 38° Fahrenheit.

Federal regulations require that to the maximum extent possible, only domestic products shall be purchased for use in federally funded school food programs. Brand and processor must be identified.

Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of Orange or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

Distributor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. Products received shall not have a shelf life or expiration date less than one month from the date of delivery.

Distributor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the vendor's Hazard Analysis Critical Control Point (HACCP) system must be submitted with its submission. Proof of regular voluntary audits by a third party inspector is required – copies from the previous three (3) years must be included with the bid submission.

In the event of a product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with proposal (HACCP Plan, Food Security and Safety Program including Pest Control Policy).

The Distributor agrees to permit inspection of the delivered items by a representative of the District's Nutrition Services Department with the right of rejection of inferior merchandise. The District's decision shall be final and credits must be provided upon request.

PACKAGING

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

APPLICABLE "BUY AMERICAN" PROVISIONS

Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, Distributors offering product and/or products ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased.

NUTRITIONAL INFORMATION AND LABELING

In order to accommodate the computerized menu system utilized by the Nutrition Services Department, the successful Distributor shall be required to provide a complete nutrient analysis of some products, as requested by the District. The nutrient information may be obtained from an independent laboratory.

The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), iron (mg).

In addition, FUSD is requesting that the Distributor provide documentation of the meal contribution (e.g. ¼ cup fruit or ½ cup red/orange vegetable).

ALL PROCESSED FOODS SHOULD NOT CONTAIN ANY ARTIFICIAL TRANS FAT.

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Distributor shall notify Nutrition Services Department whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Nutrition Services Department.

DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS

Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer's products and code numbers as requested by the District unless prior approval has been received to deliver alternate products. The District will not allow substitutions without prior approval.

No product will be represented as being in conformance with the specification when such is not the case. District preferences have been pre-determined in accordance with taste tests and pricing evaluations. Products are on a menu based upon very specific nutritional analysis and a copy of that analysis is on file at the District.

If the desired product is absolutely not available for any reason, the District shall be notified at least two days in advance and the District shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the District. When substitutions do occur, Distributor shall provide nutritional statements and ingredient listings of the replacement product.

The Distributor must provide the specified product or an acceptable substitute, as determined by the District. If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the District for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the District.

DELIVERIES

The successful Distributor will make mutually acceptable delivery time options available for each site within the District. The District reserve the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. A list of delivery locations with delivery time window is attached.

Please Note - Secondary site delivery information is for Mainline Produce and Elementary site delivery information is for Harvest of the Month.

ACCOUNTING

Invoices will be furnished in triplicate and include delivery site, product name, quantity, unit size, and unit price. The original copy is to be kept by the Distributor.

The original invoice must be signed by the individual receiving the product and is to be left for the food service lead. An invoice signed by the food service lead or designee is required in order for the invoice to be processed for payment.

A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner.

Statements for all goods purchased within a calendar month shall be made available on an individual school basis. Statements should be sent by the 10th of the month following the month of purchase.

The payment terms of this contract shall be "Net 30 days" unless otherwise indicated below. All invoices are due and payable within 30 days from the "invoice date" or date of delivery.

MERGERS, ACQUISITIONS, OR BUYOUTS

In the event that the awarded distributor sells the company or merges with another company, current contract conditions must remain the same as awarded. Contracts will not be renegotiated due to a merger, acquisition, or buyout.

RIGHT TO AUDIT

The Distributor shall submit to third party audits and/or inspections initiated by the District during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Distributors must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

FORCE MAJEURE

The parties to the proposal will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by "Act of God", fire, strike, loss or shortage of transportation, facilities, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party provided that it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

SAFETY AND SECURITY

The Distributor shall comply with all District security regulations.

All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (CalCode).

Distributor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the District School Police at:

Fontana Unified School District
(909) 357-7600 Ext. 29060 (Dispatch)

AFFIRMATIVE ACTION

The Distributor shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet Federal and State guidelines.

No discrimination shall be made in the employment of persons because of sex, race, color, national origin or ancestry, religion, or handicap.

HOLD-HARMLESS CLAUSE

To the fullest extent permitted by law, the Distributor agrees to indemnify, defend and hold the District entirely harmless from all liability arising out of:

Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Distributor's employees or Distributor's subcontractor employees arising out of Distributor's work under this proposal; and

Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Distributor, or any person, firm or corporation employed by the Distributor, either directly or by independent contract, including all damages due to loss or theft, sustained by and person, firm or

corporation including the District, arising out of, or in any way connected with the Distributor's work under this proposal, including injury or damage either on or off the District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the District.

The Distributor, at the Distributor's own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

FINGERPRINTING

Successful Distributor agrees to comply with all provisions of Education Code Section 45125.1. Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this bid during normal District hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Distributor will provide the District with a list of all employees providing services pursuant to this bid solicitation. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during normal district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.

DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Government Code section 8350 et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the contract. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-free Workplace Act could result in penalties including the termination of the contract or suspension of payment thereunder.

ALCOHOLIC BEVERAGE AND TOBACCO-FREE CERTIFICATION

The successful bidder shall agree to enforce an alcoholic beverage and tobacco-free work site.

PIGGYBACK CLAUSE/OTHER DISTRICTS

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the vendor, other public entities may purchase identical items at the same unit price(s) subject to the same terms and conditions pursuant to Sections 20118 and 20652 of the Public Contract Code. Fontana Unified School District waives their rights to require other districts to draw their warrants in favor of the Districts and authorizes each district to make payments directly to the successful vendor. Acceptance or rejection of this clause will not affect the outcome of this bid.

EVALUATION CRITERIA

Proposals found to satisfy the minimum qualifications requirements will be evaluated against the evaluation criteria shown below. "What Bidders Should Submit" indicates what the District is asking bidders to provide with respect to each evaluation criterion. "What We're Looking For" explains the basis for judging the proposal submittal for the particular evaluation criterion. Evaluators may allocate up to the maximum number of points indicated for each criterion. Proposals will be evaluated separately for each product category (Scope of Services I – Mainline Fresh Produce and Scope of Services II – Harvest of the Month) with respect to which the bidder is proposing.

Proposals must explain specifically how the bidder proposes to do business with the District during the term of the agreement. Evaluators will be inclined to give lower scores to vague, open-ended statements, such as "we will work with the District to provide the necessary products, goods or services." Proposals that contain more clearly-defined, multifaceted, specific commitments and innovations is what the District is looking for and will be scored higher.

Evaluation Criteria	What We're Looking For	What Bidders Should Submit	Max. Points (Scope I)	Max. Points (Scope II)
Pricing Methodology	<ul style="list-style-type: none"> • A pricing methodology that will ensure the District is receiving the best pricing on high quality product • The pricing methodology must clearly explain how existing and future products will be priced to the District during the contract period • The pricing methodology must be appropriately reflected in the pricing that appears in the Initial Product Lists – Bid Forms 	<ul style="list-style-type: none"> • Description of Bidder's pricing methodology • Initial Products Schedule • A separate list of products with pricing available to the District during the contract period • Initial Product List – Bid Form and Signature Page for each product category (Scope I and Scope II) 	30	30
Customer Service & Satisfaction	Responses to reference inquiries that show: <ul style="list-style-type: none"> • Prompt responses to requests for information • Prompt responses to complaints & issues • Courtesy and responsiveness to all District personnel at all times • Satisfactory resolution of complaints & issues 	<ul style="list-style-type: none"> • References forms • Responses to Questionnaire 	30	30

Evaluation Criteria	What We're Looking For	What Bidders Should Submit	Max. Points (Scope I)	Max. Points (Scope II)
	<ul style="list-style-type: none"> • Timely and accurate delivery • Ready access to decision-making executives • Ongoing produce market updates • Ongoing recommendations for menu options based on market pricing and market quality • Rigid adherence to agreed-upon delivery schedules 			
Technology	<ul style="list-style-type: none"> • Ability to communicate through e-mail • Online ordering • Complete traceability (product from point of origin to point of consumption) with semi-annual (twice a year) showing traceability of each product 	<ul style="list-style-type: none"> • Description of Bidder's technology systems • Reference forms • Responses to Questionnaire 	20	20
Experience	<ul style="list-style-type: none"> • Representation that the proposer has been in business as a supplier of produce for at least five years • Evidence that the firm has experience supplying produce to K12 public school districts, colleges & universities, business and industry, grocery and restaurants 	<ul style="list-style-type: none"> • Description of Bidder's experience • Reference forms • Responses to Questionnaire 	20	20
Delivery & Implementation Plan	<p>A system that:</p> <ul style="list-style-type: none"> • Ensures timely and accurate delivery • Is flexible enough to easily address changes in District's needs • Includes sufficient fleet resources 	<ul style="list-style-type: none"> • Bidder's delivery schedule • Reference forms • Responses to Questionnaire 	30	30
Locally Grown	Evidence that the proposing firm provides locally grown produce items to K-12 schools.	<ul style="list-style-type: none"> • Responses to Questionnaire 	10	10

Evaluation Criteria	What We're Looking For	What Bidders Should Submit	Max. Points (Scope I)	Max. Points (Scope II)
Financial Resources & Capacity	Evidence that the firm has the ability to supply the District at the volume of product the District will need as shown by the firm's estimated usage of the product category.	<ul style="list-style-type: none"> • Responses to Questionnaire 	20	20
Safety Plan	<p>Vendors who are or follow the best food-safety practices in that:</p> <ul style="list-style-type: none"> • The proposer has documented independent verification of effective written safety plans in place • Proposer staff are properly and regularly trained in current safety procedures • The proposer has executive level staff whose responsibility it is to ensure food-safety • The proposer's facilities are regularly inspected by accredited agencies in the field of food-safety auditing (audits from agencies specific to produce inspections are preferred) • The proposer's facilities are favorably assessed in audits • The proposer promptly and appropriately addresses safety issues raised by the food-safety auditors or otherwise • If called upon to do so, the proposer's recordkeeping program is such that the proposer would be able promptly trace any product or ingredient to its original supplier and source of origin 	<ul style="list-style-type: none"> • Bidder's description of its food-safety program • The three years of food-safety assessments required by the Minimum Qualifications section in the Contract Terms and Conditions of the bid documents 	20	20

Evaluation Criteria	What We're Looking For	What Bidders Should Submit	Max. Points (Scope I)	Max. Points (Scope II)
Seasonal Sourcing and Menu Planning Assistance (Mainline Produce Bidders Only)	Plan for interactively assisting the District in menuing produce	<ul style="list-style-type: none"> • Responses to Questionnaire 	20	
Salad Bar Plan (Mainline Produce Bidders Only)	Creative salad bar menu plan that includes: <ul style="list-style-type: none"> • Produce variety and diversity • Seasonality variety • California grown or grown within 300 miles • Introduction of unique items • POS materials to educate students while they are choosing their meals 	<ul style="list-style-type: none"> • Four (4) seasonal cycles (fall, winter, spring and summer) • Sample POS materials for the salad bar to educate students on topics including portion sizes and fun facts about the items being served 	20	
Farmers' Market Plan (Harvest of the Month Bidders Only)	Creative Farmers' Market educational plan that includes: <ul style="list-style-type: none"> • Incentives for students attending • Educational correlation between local produce and food systems • Support for Farm to School initiatives • Incorporates the value of money • Fun and interactive for ages 5-12 	<ul style="list-style-type: none"> • Sample Farmers' Market Plan • References for districts that have participated in the last 5 years. 		30
Total Maximum Points per Category			220	210

END OF EVALUATION CRITERIA

See attached
"completed Vendor Questionnaire"

VENDOR QUESTIONNAIRE


Please complete this qualifying criteria questionnaire and submit with your proposal.

1. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule for each district.
2. Can the District order on-line? What is the lead time you require for orders that ensures a 99.5% fill rate?
3. How will emergency deliveries be handled?
4. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on?
5. What is your procedure for notifying the customer of shortages and/or substitutes?
6. What is your company's "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution?
7. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports?
8. What is the current make up of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
9. What is your procedure to bring in new products for District?
10. Describe your current program for providing locally grown produce to K12 schools. Include your procedure for communicating an item's point of origin to school district personnel.

11. How many years has your company been in the produce business? What were your company's revenues (for produce only) for fiscal year ending 2015?

12. Which school districts with student populations greater than 20,000 does your company currently serve in Los Angeles County, Orange County, Riverside County, San Bernardino or San Diego County, CA?

13. Has your firm resigned or been replaced at the will of a district during the school year within the last 24 months? If so, explain.

Firm Title	<u>President.</u>	Signature	<u></u>
Phone#:	<u>800 834-4926</u>	Name (Printed)	<u>David Sapia.</u>
Fax#:	<u>323-582-5772</u>	E-Mail address	<u>Jdurano@SunRiseproduce.com</u>

VENDOR QUESTIONNAIRE

Please complete this qualifying criteria questionnaire and submit with your proposal.

Questionnaire for Produce RFP

1. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule for each district.

Sunrise Produce Company will work with your district and implement a successful delivery plan for locations listed on bid. Sunrise Produce Company agrees to the desired hours and fully complies with delivery windows mentioned in the bid.

2. Can District(s) order on-line? What is the lead time you require for orders that ensures a 99.5% fill rate?

Sunrise Produce Company has on-line ordering through our website at www.sunriseproduce.com. A Sunrise Representative will provide you with appropriate training and ongoing customer support. This will be available to each school site and is accessible from any computer that has access to internet. Each site will have its own unique Customer I.D. and Password only used by the specific outlet to identify who placed the order and where to have it drop shipped.

1. Our order system allows each school site to customize their order guide.
2. Our system can also "lock" the order guides if desired by the Director to better control ordering out of guidelines. We can also run Monthly/Quarterly/Yearly usage reports for review so that outlets are in compliance with the Directors direction.
3. Our system also has access to any item Sunrise Produce carries with a "search" function located on the screen the order is being inputted for your convenience.
4. You can place your orders 7 days a week Monday through Sunday
 - a. Cut-off times:
 - b. On line ordering via sunriseproduce.com website and order guide 5:00 p.m. the day prior
 - c. We ask that orders be submitted one week in advance to allow for pick up time direct from grower; however, we can accommodate the majority of our products if ordered with a 2-day lead time before 10:00 a.m.
 - d. Specialty products and ½ cup servings (which are made to order) have a 5-day lead time.

3. How will emergency deliveries be handled?

Sunrise Produce Company defines emergency orders as any produce need due to unforeseen circumstance beyond the control of either party. If you should require an

6. What is your company's "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution?

Sunrise Produce Company prides itself on having a 99.9% fill rate.

Sunrise Produce Company manages a series of reports monitoring our accuracy on every level; fill rates, picking rates, input errors and delivery accuracy. We monitor our progress on an hourly, daily, weekly and monthly basis reviewing each area with the department manager. Corrective action is managed through verbal and written communication providing the progress, improvement and/or resolution. This allows efficiency throughout the company to fulfil our fill rate.

7. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports?

Sunrise Produce Company is committed to providing your district with full reporting services upon request. We have the capabilities of running these reports monthly, quarterly and/or yearly. Other reports include (on-time, velocity, sustainability, weekly updates, and origin). All of these reports are available to you and can be generated automatically via e-mail on your specified requested days/times.

Example:

Sunrise Produce currently provides customers with a monthly report that identifies all products purchased on a monthly basis. This report identifies, product origin, quantities, lbs., and whether those products are locally grown. We can generate multiple reports using various schematics that will support your individual food service goals.

8. What is the current make up of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration and freezer units on these delivery vehicles. Please describe your vehicle preventative maintenance program.

Sunrise Produce Company's regularly maintained fleet of refrigerated trucks consists of 55 bobtail units and 5 tractor trailers and 2 reefer vans. Sunrise Produce Company has invested in fleets of fuel efficient trucks that meet or exceed California environmental requirements. Sunrise Produce is based out of Orange County which will minimize distribution cost and maximize on-time delivery performance.

The fleet varies depending on equipment. Our most recent purchase is 20 trucks that are 2015 international or freightliner. All have either carrier 760 or 860 reefer units that are capable of subzero temperatures to accommodate either refrigerated or frozen products.

12. Which school districts with student populations greater than 20,000 does your company currently serve in Los Angeles County, Orange County, Riverside County, or San Diego County, CA?

We are going on our 4th year servicing Riverside USD; whose population is approximately 45,000 students. We also service Montebello USD and Santa Ana USD who have approx. 25,000 to 35,000 population.

13. Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 24 months? If so, explain.

No

Firm Title President

Signature 

Phone#: 1-800-834-4926

Name (Printed) DAVID SAPIA

Fax#: 323-582-5222

E-Mail address dsapia@sunriseproduce.com

SCHOOL DISTRICT REFERENCES
(Scope I – Mainline Fresh Produce)

List a minimum of four (4) references from School Districts in Los Angeles County, Orange County, Riverside County, San Bernardino or San Diego County for contracts you have completed in the last three (3) years that are of similar scope and complexity.

District Name: Hawthorne USD
Address: 14120 Hawthorne Blvd., Hawthorne CA 90250
Contact Name: Anna Apoian
Telephone Number: 310-263-3990

District Name: Riverside USD
Address: 6050 Industrial Ave., Riverside CA 92504
Contact Name: Kirsten Roloson
Telephone Number: 951-352-6740

District Name: Santa Ana USD
Address: 1601 E. Chestnut Ave. Santa Ana 92701
Contact Name: Mark Chavez
Telephone Number: 714-431-1900

District Name: Paramount USD
Address: 5000 Flower Ave., Paramount
Contact Name: Chris Stamm
Telephone Number: 562-602-6031

**FONTANA UNIFIED SCHOOL DISTRICT
DELIVERY SITES – SECONDARY
MAINLINE FRESH PRODUCE**

MIDDLE SCHOOLS

1. ALDER MIDDLE
7555 Alder Ave., 92336
2. ALMERIA MIDDLE
7723 Almeria Ave., 92336
3. FONTANA MIDDLE
8425 Mango Ave., 92335
4. RUBLE MIDDLE
6762 Juniper Ave., 92336
5. SEQUOIA MIDDLE
9452 Hemlock Ave., 92335
6. SOUTHRIDGE MIDDLE
14500 Live Oak Ave., 92337
7. TRUMAN MIDDLE
16224 Matfloy Dr., 92335

HIGH SCHOOLS

8. AB MILLER HIGH
6821 Oleander Ave. 92336
9. BIRCH CONTINUATION HIGH
7930 Locust Ave., 92336
10. CITRUS CONTINUATION HIGH
10760 Cypress., 92337
11. FONTANA HIGH
9453 Citrus Ave., 92335
12. JURUPA HILLS HIGH
10700 Oleander Ave., 92337
13. KAISER HIGH
11155 Almond Ave., 92337
14. SUMMIT HIGH
15551 Summit Ave., 92336

	PHONE (909)	CAFÉ MANAGER
	357-7600 Ext 30616	Christine Duran
	357-7600 Ext 31301	Jodi Gleason
	357-7600 Ext 32242	Sonya Allen-Martin
	357-7600 Ext 36374	Ansaf Halabi
	357-7600 Ext 33260	Delynn Romero
	357-7600 Ext 34216	Norma Chavez
	357-7600 Ext 35398	Julie Murray
	PHONE (909)	CAFÉ MANAGER
	357-5800 Ext 10330	Kim Pino
	357-5160 Ext 12360	Veronica DeLeon
	357-5300 Ext 13252	Susana Ortiz
	357-5500 Ext 11287	Charlotte Dedrickson
	357-7600 Ext 16345	Dianna Stachurski
	357-7600 Ext 14190	Dawn Dooley
	357-5950 Ext 15168	Sylvia Kipness

***All deliveries must be completed before 10:00 a.m. The district does not issue keys or permit night deliveries a.k.a. "dark drops". Middle Schools and Continuation High Schools usually have three (3) deliveries per week; High Schools have daily deliveries.**

**FONTANA UNIFIED SCHOOL DISTRICT
DELIVERY SITES -- ELEMENTARY
HARVEST OF THE MONTH PRODUCE**

SCHOOL	PHONE (prefix 357-XXXX)	CAFÉ MANAGER
1. ALMOND 8172 Almond Ave., 92335	5134	Jennifer Tucci (Temporary sub)
2. BEECH 9206 Beech Ave., 92335	79115	Lisa Lopez
3. BINKS 7358 Cypress Ave., 92336	78345	Luz Nafal
4. CANYON CREST 11851 Cherry Ave., 92337	50238	Irma Garcia
5. CHAPARRAL 14000 Shadow Drive., 92337	73227	Corey Ferrales
6. CITRUS ELEM. 16041 Randall Ave., 92335	5148	Patli Galvan
7. CYPRESS 9751 Cypress Ave., 92335	52239	Beverly Dossey
8. DATE 9011 Oleander Ave., 92335	53233	Kim Wittkopf
9. Dolores Huerta Academy 17777 Merrill Avenue., 92335	TBA	TBA-Opening Aug 2016
10. GRANT 7069 Isabel Ln., 92336	77214	Christine Hernandez
11. HEMLOCK 15080 Miller Ave., 92336	54240	Nancy Robertson
12. JUNIPER 7655 Juniper Ave., 92336	55237	Jana Thorton
13. LIVE OAK 9522 Live Oak Ave., 92335	5643	Gina Gonzales
14. LOCUST 7420 Locust Ave., 92336	58232	Susan Farmer
15. MANGO 7450 Mango Ave., 92336	59239	Christina Reyes
16. MAPLE 751 S. Maple Ave., 92335	60236	Rhonda Brown

**FONTANA UNIFIED SCHOOL DISTRICT
DELIVERY SITES – ELEMENTARY
HARVEST OF THE MONTH PRODUCE**

SCHOOL	PHONE (prefix 357-XXXX)	CAFÉ MANAGER
17. NORTH TAMARIND 7961 Tamarind Ave., 92336	61231	Debbie Lintner
18. OAK PARK 14200 Live Oak Ave., 92337	62238	Melanie Parthemore
19. OLEANDER 8650 Oleander Ave., 92335	63235	Barbara Clerique
20. PALMETTO 9325 Palmetto Ave., 92335	64230	Madonna Sanchez
21. POPLAR 9937 Poplar Ave., 92335	65271	Debbie Leon
22. PORTER 8330 Locust Ave., 92335	74218	Julia Garcia
23. PRIMROSE 751 N. Maple Ave., 92336	66238	Nailly Salib
24. RANDALL-PEPPER 16613 Randall Ave., 92335	5734	Jana Moreno
25. REDWOOD 8570 Redwood Ave., 92335	68237	Susanna Arredondo
26. SHADOW HILLS 14300 Shadow Dr., 92337	69246	Michelle Child
27. SIERRA LAKES 5740 Avenida Pl., 92336	5275	Rosemarie Jimenez
28. SOUTH TAMARIND 8561 Tamarind Ave., 92335	5763	Brandie Renova
29. TOKAY 7846 Tokay Ave., 92336	71234	Linda Wubker
30. WEST RANDALL 15620 Randall Ave., 92335	5783	Kamin Kovach

*All sites require monthly deliveries between 7 a.m. and 1 p.m. the day prior to service. The District does not issue keys or permit night deliveries a.k.a. "dark drops".

FONTANA UNIFIED SCHOOL DISTRICT

BID NO. 15/16-1447
MAINLINE FRESH PRODUCE
SIGNATURE PAGE

In compliance with the notice of inviting bids, the undersigned, acting for the firm named, hereby proposes and agrees, if this proposal or part of this proposal is accepted, to furnish the items at the prices bid opposite each item, within the period indicated, and in accordance with general conditions, contract terms and conditions, and specifications set forth in these documents.

FIRM NAME: Loewy Enterprises DBA Sunrise Produce Co.

BY: David Sapia 
Print or type name *Signature*

TITLE: President

ADDRESS: 500 Burning Tree Road Fullerton Ca 92833
Number Street City State Zip

800-834-4926 June 20, 2016.
Phone Date

Jdurano@Sunriseproduce.com
Email Address

Additional conditions or explanations:

SCHOOL DISTRICT REFERENCES
(Scope II - Harvest of the Month)

List a minimum of four (4) references from School Districts in Los Angeles County, Orange County, Riverside County, San Bernardino or San Diego County for contracts you have completed in the last three (3) years that are of similar scope and complexity.

District Name: Escondido USD
Address: 2310 Aldergrove Ave Escondido Ca 92029
Contact Name: Gail Gousha
Telephone Number: 760-432-2141

District Name: Montebello USD
Address: 1612 Mines Ave Montebello Ca 90640
Contact Name: Victoria
Telephone Number: 323-887-7967

District Name: Riverside USD.
Address: 6050 Industrial Ave Riverside Ca 92504.
Contact Name: Victoria Cheung
Telephone Number: 323-887-7967

District Name: Lawndale USD
Address: 4161 W. 147th Street Lawndale Ca 90260.
Contact Name: Marc Milton.
Telephone Number: 310-973-1300

BID NO. 15/16-1447
MAINLINE FRESH PRODUCE AND HARVEST OF THE MONTH
PRODUCE AND SERVICES

ADDENDUM NO. 1

June 15, 2016

This addendum forms a part of the bid and modifies the original documents dated June 3, 2016. The following change hereinafter set forth shall apply to the bid and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or sworn.

Acknowledgement of Addendum No. 1 is required. This form must be completed, signed and submitted with bidder's proposal. Failure to do so will subject bidder to disqualification.

BID FORM (Initial Product List) – SCOPE OF SERVICE I – MAINLINE FRESH PRODUCE

ADD the following information in the product description for:

Line Item No. 37: Jicama Sticks Stack Pack, 5 lb Bag, - (ADD) 4-3/8" Sticks

Line Item No. 45: Lettuce Mix, Iceberg/Spinach/Shredded Carrots, 5 lb Bag – (ADD) 5 lb Bag consists of: 1 lb Spinach, 2 lbs Iceberg and 2 lbs Carrots.

VENDOR QUESTIONS AND ANSWERS

Questions that were received from potential bidders are restated below:

1. I need to make sure I am pricing out the correct items, can you please confirm the nutritional spec and or labels of each HOTM item.

Response: The description and unit of measure required for each item are listed on the bid form; bidders may provide pricing as specified or similar.

2. Are these items in bulk and putting them together or are purchasing as a unit?

Response: Produce will be procured as per the unit of measure listed on the bid forms.

3. Jicama/Radish Sticks 3# - Is this a 3# bag of jicama and radish sticks mixed together or a 3# unit of each items?

Response: This is a 3 pound bag mixed equally.

4. Lemon Kale Salad Kit 3# - Who is the vendor and is this a premade kit?

Response: Yes, this is a premade kit; previously ordered from Harvest Produce.

5. Romaine salad with croutons – Who is the vendor and is this a premade kit?

FONTANA UNIFIED SCHOOL DISTRICT

BID NO. 15/16-1447
HARVEST OF THE MONTH PRODUCE & SERVICES

SIGNATURE PAGE

In compliance with the notice of inviting bids, the undersigned, acting for the firm named, hereby proposes and agrees, if this proposal or part of this proposal is accepted, to furnish the items at the prices bid opposite each item, within the period indicated, and in accordance with general conditions, contract terms and conditions, and specifications set forth in these documents.

FIRM NAME: Loewy Enterprises DBA Sunrise Produce Co.

BY: David Scipia 
Print or type name *Signature*

TITLE: President

ADDRESS: 500 Burning tree Rd. Fullerton Ca 92833
Number *Street* *City* *State* *Zip*

800 834-4926
Phone

June 20, 2016
Date

Jdurano@SunriseProduce.com
Email Address

Additional conditions or explanations:

FONTANA UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

Insured Loewy Enterprises DBA Sunrise Produce Co.
(Contractor, Lessee, etc.)

Contract/Reference No. 15/16-1447

The following insurance coverage is required (Certificate or Endorsement) with the Combined Single Limits (CSL) as noted on the right. Comparable split limits may be accepted. Each insurance requirement is marked for Cert. (requiring certificate of insurance coverage) or End. (requiring an endorsement from the insurance company, naming Fontana Unified School District, its governing board, its officers, its agents, and its employees as additional insured).

<u>Cert./End.</u>		<u>Minimum Combined Single Limits</u>
<input checked="" type="checkbox"/> / <input type="checkbox"/>	Workers' Compensation	Insured - <u>Statutory</u> Self Insured - <u>\$1,000,000.00</u>
<input checked="" type="checkbox"/> / <input type="checkbox"/>	Employer's Liability	<u>\$1,000,000.00</u>
<input type="checkbox"/>	Broad Form All States Endorsement	
<input type="checkbox"/>	Longshoremen's and Harbor Workers' Compensation Act Endorsement	
<input type="checkbox"/>	_____	
<input checked="" type="checkbox"/> / <input type="checkbox"/>	Comprehensive General Liability	<u>\$1,000,000.00</u> with \$2,000,000.00 aggregate
<input checked="" type="checkbox"/>	Premises and Operations	<input type="checkbox"/> Explosion Hazard
<input checked="" type="checkbox"/>	Contractual Liability	<input type="checkbox"/> Collapse Hazard
<input checked="" type="checkbox"/>	Independent Contractors	<input type="checkbox"/> Underground Hazard
<input checked="" type="checkbox"/>	Products/Completed Oper.	<input type="checkbox"/> Garage Keeper's Legal Liability
<input checked="" type="checkbox"/>	Broad Form Property Damage	<input type="checkbox"/> Hangar Keeper's Legal Liability
<input checked="" type="checkbox"/>	Personal Injury	<input checked="" type="checkbox"/> Owned Automobiles
<input checked="" type="checkbox"/>	Broad Form Liability Endorsement	<input checked="" type="checkbox"/> Non-Owned Automobiles
<input type="checkbox"/>	Fire Legal Liability	<input checked="" type="checkbox"/> Hired Automobiles
<input type="checkbox"/>	Watercraft Liability	<input type="checkbox"/> _____
<input type="checkbox"/>	Incidental Medical Malpractice	
<input checked="" type="checkbox"/> / <input type="checkbox"/>	Automobile Liability (if not included in General Liability coverage checked above)	<u>\$1,000,000.00</u>
<input type="checkbox"/> / <input type="checkbox"/>	Aviation/Airport Liability (including appropriate General Liability coverage checked above)	_____
<input type="checkbox"/> / <input type="checkbox"/>	Professional Liability	_____
<input type="checkbox"/> / <input type="checkbox"/>	Property Insurance	_____

See attached

GENERAL LIABILITY

ADDITIONAL INSURED ENDORSEMENT

Lowy Enterprises DBA Sunrise Produce 500 Burning Tree Rd. Fullerton Ca
NAME OF INSURED AND ADDRESS: 92833

GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(S) INSURED:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. Fontana Unified School District, its department, officers, agents and employees are insured thereunder in relation to those operations, uses, occupations, acts, and activities described generally above with regard to operations performed by or on behalf of the named insured.
2. Such insurance shall be primary, and not contributing with any other insurance maintained by _____ (insured).
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Fontana Unified School District by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event that Contractor's insurance lapses or is cancelled while the project is in progress, the District will pay the liability premium and deduct the cost from Contractor's payment.

ADDRESS CANCELLATION NOTICE
AS FOLLOWS:

Fontana Unified School District
Attn: Director of Purchasing
9680 Citrus Avenue
P.O. Box 5090
Fontana, CA 92334-5090

ISSUE ENDORSEMENT TO:

Fontana Unified School District
Attn: Director of Purchasing
9680 Citrus Avenue
P.O. Box 5090
Fontana, CA 92334-5090

Except as noted above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT NO.	EFFECTIVE DATE	POLICY NO.
-----------------	----------------	------------

See attached

TYPE OF COVERAGE TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM TO

LIMITS OF
LIABILITY

Scheduled items or locations are to be identified on an attached sheet.

The following inclusions, exclusions, extensions or specific provisions relate to the above coverage. Aggregate limits and separate deductibles, if applicable, are to be noted after the stated coverage. (Attach additional pages if space is insufficient).

INCLUDES:

- | | |
|---|---|
| <input type="checkbox"/> Premises & Operations | <input type="checkbox"/> Incidental Medical Malpractice |
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Independent Contractors | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Underground Hazard |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Garagekeepers Legal Liability |
| <input type="checkbox"/> Personal Injury | (Primary) \$ _____ |
| <input type="checkbox"/> Broad Form Liability Endorsement | <input type="checkbox"/> Owned Automobiles |
| <input type="checkbox"/> Fire Legal Liability | <input type="checkbox"/> Nonowned Automobiles |
| <input type="checkbox"/> Watercraft Liability | <input type="checkbox"/> Hired Automobiles |

EXCLUDES:

DEDUCTIBLE:

A deductible or self-insured retention (strike out one) of \$ _____ applies to _____ coverage.

DEDUCTIBLE APPLIES PER CLAIM (), PER OCCURRENCE ().

INSURANCE COMPANY

ADDRESS: _____

I, _____, (type or print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative
(Original Signature only; No facsimile
signature or initials accepted)

Executed at _____, _____ on _____, 20____

Phone No. _____

See attached

AUTOMOBILE LIABILITY

ADDITIONAL INSURED ENDORSEMENT

Lewy Enterprises DBA Sunrise Produce Co 500 Burning Tree Rd. Fullerton Ca
NAME OF INSURED AND ADDRESS: 92833

GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(S) INSURED:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

- 1) The _____, its Departments, officers, agents and employees are insureds thereunder in relation to those operations, uses, occupations, acts, and activities described generally above with regard to operations performed by or on behalf of the named insured.
- 2) Such insurance shall be primary, and not contributing with any other insurance maintained by _____ (insured).
- 3) The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 4) The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to FONTANA UNIFIED SCHOOL DISTRICT by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

ADDRESS CANCELLATION NOTICE TO:

Fontana Unified School District
Attn: Director of Purchasing
9680 Citrus Avenue
P.O. Box 5090
Fontana, CA 92334-5090

ISSUE ENDORSEMENT TO:

Fontana Unified School District
Attn: Director of Purchasing
9680 Citrus Avenue
P.O. Box 5090
Fontana, CA 92334-5090

Except as state above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT NO.	EFFECTIVE DATE	POLICY NO.
-----------------	----------------	------------

See attached

TYPE OF COVERAGE TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM TO	LIMITS OF LIABILITY
---	-----------------------	---------------------

Scheduled items or locations are to be identified on an attached sheet.

The following inclusions, exclusions, extensions or specific provisions relate to the above coverage. (Attach additional pages if this space is insufficient.)

INCLUDES:

- Owned Automobiles
- Nonowned Automobiles
- Hired Automobiles
- Owned, Nonowned and Hired Vehicles
- Garagekeepers Legal Liability (primary) \$ _____
- Other

EXCLUDES:

DEDUCTIBLE:

A deductible or self-insured retention (strike one out) of \$ _____ applies to _____ coverage.

DEDUCTIBLE APPLIES PER CLAIM (), PER OCCURRENCE ().

INSURANCE COMPANY

ADDRESS: _____

I, _____, (type or print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative
(Original Signature only; No facsimile signature or initials accepted)

Executed at _____, _____ on _____, 20 _____

Phone No. _____

See attached

ADDITIONAL INSURED ENDORSEMENT

Loeny Enterprises DBA Sunrise Produce 500 Burning Tree Rd. Fullerton Ca
NAME OF INSURED AND ADDRESS: 92833

GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(S) INSURED:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. Fontana Unified School District, its department, officers, agents and employees are insured thereunder in relation to those operations, uses, occupations, acts, and activities described generally above with regard to operations performed by or on behalf of the named insured.
2. Such insurance shall be excess of primary, or underlying insurance of the Named Insured and any other insurance of _____ shall be in excess of this insurance and shall not contribute with this insurance.
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Fontana Unified School District by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

ADDRESS CANCELLATION NOTICE AS FOLLOWS:

ISSUE ENDORSEMENT TO:

Fontana Unified School District
Attn: Director of Purchasing
9680 Citrus Avenue
P.O. Box 5090
Fontana, CA 92334-5090

Fontana Unified School District
Attn: Director of Purchasing
9680 Citrus Avenue
P.O. Box 5090
Fontana, CA 92334-5090

Except as noted above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT NO.	EFFECTIVE DATE	POLICY NO.
-----------------	----------------	------------

See attached

TYPE OF COVERAGE TO WHICH THIS ENDORSEMENT ATTACHES

POLICY PERIOD FROM TO

LIMITS OF LIABILITY

Excess Liability

- () Following Form
- () Umbrella Liability
- () Other

Applicable underlying coverage's:

Insurance Company

Policy No.

Amount

The following inclusions, exclusions, extensions or specific provisions relate to the above coverage. (Attach additional pages if space is insufficient).

A deductible or self-insured retention (strike out one) of \$ _____ applies to _____ coverage.

DEDUCTIBLE APPLIES PER CLAIM (), PER OCCURRENCE ().

INSURANCE COMPANY

ADDRESS: _____

I, _____, (type or print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative
(Original Signature only; No facsimile signature or initials accepted)

Executed at _____, _____ on _____, 20 _____

Phone No. _____

See attached

WORKERS' COMPENSATION/EMPLOYERS LIABILITY

SPECIAL ENDORSEMENT

Loewy Enterprises DBA Sunrise Produce 500 Burning Tree Rd. Fullerton Ca
NAME OF INSURED AND ADDRESS: 12833

GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(S) INSURED:

This policy shall not be subject to cancellation except after notice in writing shall have been sent not less than thirty (30) days prior to the effective date thereof by certified mail, return receipt requested, addressed to the Director of Purchasing at:

Fontana Unified School District
9680 Citrus Avenue
P.O. Box 5090
Fontana, CA 92334-5090

The Company agrees to waive all rights of subrogation against Fontana Unified School District, its departments, officers, agents and employees.

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy in which this endorsement is attached.

ENDORSEMENT NO.	EFFECTIVE DATE	POLICY NO.
-----------------	----------------	------------

See attached

TYPE OF COVERAGE TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM TO	LIMITS OF LIABILITY
WORKERS' COMPENSATION		STATUTORY
EMPLOYERS LIABILITY		

The following are included in the above coverages:

- Broad Form All States Endorsement
- Voluntary Compensation Endorsement
- Longshoremen's and Harbor Workers' Compensation Act Endorsement
- _____
- _____

I, _____, (type or print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative
(Original Signature only; No facsimile signature or initials accepted)

Executed at _____, _____ on _____, 20 _____

Phone No. _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Leidy Rivera	
Hays Companies		PHONE (A/C, No. Ext): (909)243-8200	FAX (A/C, No.):
4200 Concours, Suite #350		E-MAIL ADDRESS: lriviera@hayscompanies.com	
Ontario CA 91764		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nationwide Agribusiness Insurance 28223N	
		INSURER B: GRE - Great American Insurance Co.	
		INSURER C: Redwood Fire & Casualty 11673	
		INSURER D:	
		INSURER E:	
		INSURER F:	
Fullerton CA 92833			

COVERAGES

CERTIFICATE NUMBER: CL164818356

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPP135939A	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CPP135939A	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ b/p/d \$ 2,500
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		SBU062956902	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	LOWC704135	2/1/2016	2/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Bid No. 15/16-1447

Fontana Unified School District, its governing board, its officers, its agents, and its employees are additional insureds as respects General Liability only.

CERTIFICATE HOLDER**CANCELLATION**

Fontana Unified School District
 Director of Purchasing
 9680 Citrus Avenue
 Fontana, CA 92335

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W Mershon/LRIVER

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ACORD 25 (2014/01)

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INS025 (201401)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a valid written contract or agreement, executed prior to any "occurrence", that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER CONDITIONS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED BY THIS ENDORSEMENT.

CERTIFICATION AND DISCLOSURE STATEMENTS

Following is an explanation of submittal requirements of the *Suspension and Debarment Certification Statement* and the *Certification Regarding Lobbying* by School Food Authorities (SFA) and Food Service Management/Consulting Companies.

Beginning with the 1998/99 school year, instructions to comply with procurement requirements by completion of these certifications will be included in the annual renewal of School Nutrition Programs.

The applicability of this information begins with the 1998/99 school year and is for SFAs that meet one of the following criteria:

- The SFA's estimated annual federal child nutrition reimbursement will exceed \$100,000.
- The SFA's annual contract with a vendor exceeds \$100,000.
- The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds \$100,000.

Suspension and Debarment Certification

This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed \$100,000. In these instances, the SFA must obtain a completed *Suspension and Debarment Certification* from either the potential vendor or existing contractor before any transactions can occur between the sponsor and the vendor or contractor (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that the vendor or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While this certification is required for all contracts in excess of \$100,000, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. **Do not submit the certification to the California Department of Education.**

Certification Regarding Lobbying

SFAs that receive in excess of \$100,000 in annual federal meal reimbursement **must** annually complete and submit this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education, Child Nutrition and Food Distribution Division.

In addition, when SFAs put out bids for goods and services or renew/extend existing contracts that exceed the \$100,000 threshold, they are required to obtain a completed *Certification Regarding Lobbying* from either the potential vendors and/or existing contractors before any transactions can occur between the SFA and the vendor or contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted the CDE.

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

Applicable to Both Certification Statements

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

SFAs with Food Service Management or Consulting Contracts

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

Summary

- ***Suspension and Debarment Certification***
 1. The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000.
 2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.
 3. The SFA retains certification signed by contractor with executed contract and maintains it on file.
- ***Certification Regarding Lobbying***
 1. SFAs receiving in excess of \$100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.
 2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds. Retain the certifications with bid documents.
 3. The *Disclosure of Lobbying Activities* form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of *Certification Regarding Lobbying*.)

If you have any questions, please contact your Nutrition Services Division representative, or the Field Services unit at (916) 445-0850 or (800) 952-5609.

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 ON REVERSE)

- (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.

Fontana USD
Name of School Food Authority

Bid# 15/16-1447
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

David Sapia President [Signature] June 20, 2016
Printed Name Title Signature Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

OR

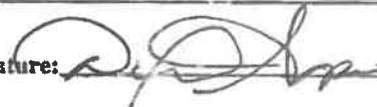
Name of Food Service Management or Food Service Consulting Company: <i>Loewy Enterprises DBA Sunrise Produce Co.</i>		
Printed Name and Title: <i>David Sapia</i>	Signature: 	Date: <i>June 20, 2016</i>
Name of School Food Authority: <i>Fontana USD</i>	Agreement Number: <i>Bid# 15/16-1447</i>	

N/A

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan Guarantee <input type="checkbox"/> f. Loan Insurance 	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award 	<p>3. Report Type:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change <p>FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____</p>
<p>3. Name and Address of Reporting Entity:</p> <p>Prime Subawardee Tier _____, if known</p> <p>Congressional District, if known:</p>		<p><input type="checkbox"/> iff Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p><input type="checkbox"/> Federal Department/Agency:</p>	<p><input type="checkbox"/> Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p><input type="checkbox"/> Federal Action Number, if known:</p>	<p><input type="checkbox"/> Award Amount, if known: \$</p>	
<p><input type="checkbox"/> a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p><input type="checkbox"/> Amount of Payment (check all that apply): \$ _____ actual _____ planned</p>	<p><input type="checkbox"/> Type of Payment (check all that apply): Retainer One-time fee Commission</p>	

<p>• Form of Payment (check all that apply): Cash In-kind; specify: Nature _____ Value _____</p>	<p>Contingent fee Deferred Other; specify: _____</p>
<p>• Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</p>	
<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature:  Print Name: David Sapia Title: President Telephone No: (800) 834-4926 Date: 6/20/16</p>
<p>Federal Use Only:</p>	<p>Authorized for local reproduction Standard Form - LLL</p>

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

BUY AMERICAN CERTIFICATION

By the requirements of the Richard B. Russell National School Lunch Act's (NSLA) Buy American provision that school food authorities (SFAs) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable.

Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United States substantially (greater than 51%) using agricultural commodities that are produced in the United States.

There is two situations which may warrant a waiver to permit purchases of foreign food products include: 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

If Vendor offers a non-American product, Vendor must list the product below. Product is subject to review by District. If District declines a waiver, product will be awarded to lowest priced item meeting award criteria. District's decision on approval of foreign substitutions will be final.

Product Description	Country of Origin	Domestic Price	Non-American Price	Reason for Waiver
Bananas	off shore			
Pineapple	off shore			

Attach additional sheets if necessary.

Sunrise Produce Co.
 Name of Contractor


 Signature of Authorized Official

President
 Title

June 20, 2016
 Date

To be submitted with bid response.


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

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

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

OPTION #1 - CERTIFICATION

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

Vendor Name/Financial Institution (Printed) Loewy Enterprises DBA Sunrise Produce Co.		Federal ID Number (or n/a) 95-4443873
By (Authorized Signature) 		
Printed Name and Title of Person Signing David Sapia - President		
Date Executed June 20, 2016	Executed in Fullerton, Ca. Orange County.	

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.

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

To be submitted with bid response.

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS
SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

_____ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract.

As further required by Education Code Section 45125.1, attached hereto is Certification Regarding Background Checks that must be submitted, along with this form, to the District.

_____ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1 and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

_____ Installation of physical barrier at the work site to limit contact with pupils.

_____ Surveillance of employees of the Contractor by school personnel.

_____ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: _____

_____ In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1(a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justification is as follows:

_____ Work will be performed on a day or days when school is not in session (holidays, weekend, or non-teaching days – may not include after school hours).

_____ Other, describe: _____

Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, *if applicable*:

Signature: _____ Title: _____

Contractor understands that District staff may monitor and evaluate adherence to these conditions during the performance of their work.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: June 20, 2016

Sunrise Produce Co.

[Name of Contractor/Consultant]



Signature

David Sapia

Printed Name

President

Title

**CONSULTANT/CONTRACTOR CERTIFICATION REGARDING
BACKGROUND CHECKS**

Loewy Enterprises DBA Sunrise Produce Co. certifies that it has performed the following:
(Name of Consultant/Contractor)


Pursuant to Education Code Section 45125.1, Consultant/Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Fontana Unified School District, and that none have been convicted of serious or violent felonies, as specified in Penal Code Section 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto is a list of employees of the undersigned who may come in contact with pupils.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: June 20, 2016

Loewy Enterprises DBA -
Sunrise Produce Co.
[Name of Consultant/Contractor]


Signature

David Sapia
Printed Name

President.
Title

* See Attached

ATTACHMENT

{INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS}

Name	Facility	Primary / Secondary	Renewal Date	Days of Service
Hector Andres Hernandez Sr	Government	Primary	2017	365
Hector Andres Hernandez Sr	Government	Secondary	2017	365
Hector Andres Hernandez Sr	Government	Secondary	2017	365
Liberato M Jimenez Sr	Government	Primary	2017	365
Liberato M Jimenez Sr	Government	Secondary	2017	365
Liberato M Jimenez Sr	Government	Secondary	2017	365
Reginaldo Placencia Sr	Government	Primary	2017	365
Reginaldo Placencia Sr	Government	Secondary	2017	365
Reginaldo Placencia Sr	Government	Secondary	2017	365
Ruben Peralta	Government	Primary	2017	365
Ruben Peralta	Government	Secondary	2017	365

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE and
TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: June 20, 2016

Loewy Enterprises ^{DMA} Sunrise Produce Co.
CONTRACTOR

By: [Signature]
Signature

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders 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:

- a) 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;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) 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: June 20, 2016

^{D&A}
Lewy Enterprises Sunrise Produce Co.
CONTRACTOR

By: [Signature]
Signature

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. 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 employees.

I am aware of the provisions of Labor Code Section 3700 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 provision before commencing the performance of the work of this contract.

Loewy Enterprises D/A Sunrise Produce Co.
Name of Contractor

By: R. P. [Signature]

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Loewy Enterprises dba Sunrise Produce Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see Instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Apply to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
500 Burning Tree Road

6 City, state, and ZIP code
Fullerton, California 92833

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Notes: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
OR									
Employer identification number									
9	5	-	4	4	4	3	8	7	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ **6/10/15**

General instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1088 (some mortgage interest), 1088-E (student loan interest), 1088-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-9 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-9 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).

3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What Is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. TIN applicants: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-9 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its Instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 684(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-8 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box, if you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-6, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-5878).

If you are asked to complete Form W-8 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in this certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ²
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ²
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

⁵ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-808-4480 or submit Form 14059.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4069.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine use of this information includes giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3455, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**
(Public Contract Code section 7106)

The undersigned declares:

I am the President of Loewy Enterprises DAA
Sunrise Produce Co., the party making the foregoing bid.

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

Any person executing this declaration on behalf of a bidder 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 bidder.

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 June 20, 2016 [date], at Fullerton [city], Calif. [state].



Signature

David Sapia.

Print Name