Request for Bids (RFB)
RFB 2020 – SFSP Vendor

CITY OF PICO RIVERA
Summer Food Service Program - Vendor

Department of Parks and Recreation
Contact: Leticia Reyes, Coordinator
I. INTRODUCTION
The City of Pico Rivera, a participant in the Summer Food Service Program (SFSP), hereinafter referred to as “City”, is seeking sealed bids from qualified vendors, hereinafter referred to as “Bidder”, to supply meals in order to comply with the federal regulations governing the program in matters of procurement, for the period of program operations beginning June 15, 2020 to August 14, 2020. The City’s objectives are to select a Bidder that:

- Has the best fit to our defined requirements.
- Has the ability to deliver daily, on time, to 7 sites (as per set timelines or earlier).
- Will provide unitized breakfast and lunch meals inclusive of milk that meet the minimum standards set by the USDA SFSP Meal Pattern.

II. CITY CONTACT
The City Contact, hereinafter referred to as “Contact”, is the sole point of contact for this solicitation. All communication shall be in writing and submitted to the Contact. Bidders are not permitted to communicate with other City staff or officials about this RFB, except for during pre-bid meetings, demonstrations, and/or interviews, unless otherwise directed by the Contact.

Contact: Leticia Reyes, Coordinator
Fax: (562) 801-0671
E-mail: lreyes@pico-rivera.org

Bidders interested in participating in this RFB should immediately provide the Contact with a phone number, fax number, and an e-mail address for dissemination of addenda and/or supplemental information, as applicable. Failure to provide said contact information may result in late notifications and/or incomplete bids.

III. MINIMUM QUALIFICATIONS & EXPERIENCE
The City seeks Bidders with demonstrated expertise in performing the services described herein. The successful Bidder shall have proven experience in providing the subject services and shall, at minimum, have five (5) years of experience and proven track record as a food service provider. Moreover, Bidder must have the ability to:

A. Provide unitized meals, per specifications provided by the USDA; and
B. Accommodate and provide for additional orders/modifications with one (1) days’ notice; and
C. Meet the required delivery times.

IV. SCOPE OF WORK
Refer to Section C for Scope of Services.

V. DEADLINE FOR SUBMITTING QUESTIONS
Any explanation desired by a bidder regarding the meaning or interpretation of the RFB specifications, etc., must be requested in writing to the Contact referenced above no later than March 13, 2020 at 9:00 am. Reference the RFB Number and Title when making inquiries. The City will respond to inquiries submitted by the deadline no earlier or later than March 11, 2020.
Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an RFB shall be furnished to all prospective bidders as an amendment to the RFB if such information is necessary to bidders in submitting bids on the RFB, or if the lack of such information would be prejudicial to uninformed bidders.

VI. FORMAT AND SUBMISSION
All Bidders are required to follow the format content specified below.

TAB 1 - Complete and insert in this tab the Bid Form furnished herewith, Attachment I.
TAB 2 - Complete and insert in this tab the References Form furnished herewith, Attachment II.
TAB 3 - Complete and insert in this tab the Invitation for Bid and Contract furnished herewith, Attachment III.
TAB 4 - In this tab, provide:
   (a) Completed General Provisions for Contracts Exceeding $100,000 (Section A)
   (b) Completed Sections B through E
TAB 5 - Completed Schedules A through C
   a. If applicable, sign and insert addendums in chronological order.
TAB 6 - Copy of State or local health certificate for food preparation facility.
TAB 7 - Copy of Debarment/Suspension Certification, if applicable.

The deadline for submitting a bid is **on March 13, 2020 at 9:00 am**. Any bid received after this time will be returned unopened. Bids must be submitted in a sealed envelope and shall be clearly addressed as follows:

City of Pico Rivera
Parks and Recreation – SEALED BID
RFB 2020 - SFSP Vendor
6767 Passons Blvd.
Pico Rivera, CA. 90660

**Faxed or e-mailed bids will not be accepted** as this RFB requires bids to be submitted in a sealed envelope, per the City’s Municipal Code Title 3, Chapter 3.20.

VII. INSTRUCTIONS TO BIDDERS
1. **Definitions** (as used herein):
   (a) The term "Request for Bid", hereafter referred to as RFB, means the document soliciting bids through the formal advertising method of procurement. In the case of this Program, the RFB becomes a part of the contract upon acceptance by the agency, review by CDE, and execution of the contractual agreement.
   (b) The term "Bid" means an offer to perform the work described in the RFB at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
   (c) The term "Bidder" means a food service management company submitting a bid in response to this RFB.
   (d) The term "Contractor" means the food service management company to whom the bid is awarded and with whom the contractual agreement is executed.
(e) The term "CDE" means the California Department of Education, Nutrition Services Division.
(f) The term "Food Service Management Company" means an organization, other than a public or private nonprofit school, with which the agency may contract for preparing, and unless otherwise provided for, delivering meals, with or without milk, for use in the program.
(g) The term "Agency" means the SFSP Agency that issues this RFB.
(h) The term "Program" means the SFSP as set forth in the 7 CFR, Part 225.
(i) The term "Unitized Meal" means an individual pre-portioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with milk.

Other terms shall have the meanings ascribed to them in the SFSP in the 7 CFR, Part 225.

2. **Submission of Bids**
   (a) Bidders are expected to examine carefully the specifications, schedules, attachments, terms, and conditions of this RFB. Failure to do so shall be at the bidder's own risk.
   (b) Bids shall be executed and submitted being marked "original". If accepted, this RFB will become a part of the contract and one copy of the accepted bid/contract will be forwarded to the successful bidder with the notice of award. No changes in the specifications or general conditions as presented by the agency herein are allowed. Cross-outs on this bid shall be initialed by the bidder prior to submission.
   (c) A copy of a current state or local health certificate for the food preparation facilities shall be submitted with the bid.
   (d) Bids that are more than $250,000 must include a copy of the bid bond in the amount of 5 to 10 percent as determined by the agency
   (e) Bids must include a Debarment/Suspension Certification.
   (f) Within 10 days of awarding the contract, food service vendors shall provide the agency a Performance Bond in the amount of 10 to 25 percent as the State Agency determines for contracts that are more than $250,000.
   (g) Bid bonds and performance bonds must be obtained only from surety companies listed in the current Department of the Treasury Circular 570.

Failure to comply with any of the above shall be reason for rejection of the bid.

4. **Acknowledgment of Amendments to RFBs**
Receipt of an amendment to an RFB by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.

5. **Bidders Having Interest in More Than One Bid**
If more than one bid is submitted by any one person, by, or in the name of a clerk, partner, or other person, all such bids shall be rejected.

6. **Time for Receiving Bids**
Sealed bids shall be deposited at the address specified on the RFB of the agency no later than the exact time and date indicated on the face of this RFB. Bids received prior to the time of opening will be securely kept, unopened.

7. **Errors in Bids**
Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so shall be at the bidder's own risk and the bidder cannot secure relief on the plea of error.

8. **Late Bids, Modifications of Bids, or Withdrawals of Bids**
   (a) Any bid received after the exact time specified for receipt will not be considered unless it is received before the award is made and it was sent by registered or certified mail, no later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an RFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier).
   (b) Any modification or withdrawal of a bid is subject to the same conditions as in (a). A bid may also be withdrawn in person by a bidder or a bidder’s authorized representative, provided that person’s identity is made known and s/he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
   (c) The only acceptable evidence to establish the date of mailing of a late bid, modifications, or withdrawal sent either by registered or certified mail is the postmark. If the date on the postmark is illegible, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means, a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing.)
   (d) Notwithstanding the above, a late modification of an otherwise successful bid that makes its terms more favorable to the agency will be considered at any time it is received and may be accepted.

9. **Responsive Bidder**
After the public bid opening, where the apparent low bid is identified, bids will be reviewed to ascertain that they are in compliance with the RFB requirements. Bidders may be deemed non-responsive for failure to comply with the requirements set forth herein.

VIII. **SELECTION PROCESS**
1. **Evaluation of Bidders**
Each bidder will be evaluated on the following factors:
   
   (a) Financial capability to perform a contract of the scope required.
   (b) Adequacy of plant facilities for food preparation, with approved licensing certification that facilities meet all applicable state and local health, safety, and sanitation standards.
   (c) Previous experience performing services similar in nature and scope.
   (d) Other factors such as transportation capability, sanitation, and packaging.

Bidders that do not satisfactorily meet the above criteria may be rejected as unresponsive and not considered for award.
2. **Award of Contract**
   (a) The contract (Enclosure) will be awarded to the responsive and responsible bidder whose bid will be most advantageous to the agency, price, and other factors considered. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
   (b) The agency reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received when there are sound documented business reasons in the best interest of the program.
   (c) The agency reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on-time contracts of a similar nature, or the bid of a bidder who investigation shows is unable to perform the contract.

3. **Commencement of Services**
   A Purchase Order will be issued once:
   (a) Council authority is granted, if applicable.
   (b) All agreements have been executed.
   (c) Insurance requirements have been met.
   (d) Verification of valid City Business License.

IX. **STANDARD TERMS & CONDITIONS**
In addition to the previous requirements, the Bidder shall, at minimum, perform or make provisions for the following general requirements:

1. **Additional Information:** Provide the City with any additional information it deems necessary to accurately determine Bidders ability to perform services, and/or provide products proposed. During selection process, the City may conduct any reasonable inquiry from any and all sources concerning the bid, including reference verification to determine the responsibility of the Bidder. Furthermore, submission of a bid constitutes permission by the Bidder for the City to verify all information contained therein. Failure to comply with any request for additional information may disqualify the Bidder from further consideration.

2. **Bid Commitment:** The bid shall be firm and binding for 120 days after the submittal deadline. Submission of a bid shall constitute a commitment on the part of the Bidder to furnish the products/services set forth in this RFB.

3. **City Business License:** Obtain a City business license prior to engaging in any operation or activity as a result of an award of an Agreement. The license must be kept in full force and effect during the term of the Agreement.

4. **Contractual Obligation:** After the City selects a Bidder, the contents of the submitted bid will become a contractual obligation. The RFB and any addenda, Bidder’s bid, and the Agreement constitute the entire Agreement between the Bidder and the City and shall incorporate the provisions thereof. Failure of the Bidder to agree to include all portions thereof as contractual Agreement may result in cancellation of the award.

5. **Disclaimer:** This RFB does not commit the City to continue with the procurement of the subject services/products nor to enter into an Agreement with any Bidder. The City makes no representation that any Agreement will be awarded. In the event of award, the City makes no guarantee to expend any agreement amount to its maximum. Award of an Agreement may require City Council authorization. Furthermore, the City may re-issue the RFB at any time for any reason at its sole discretion.

6. **Evidence of Insurance:** In the event an Agreement is awarded, Bidder shall provide evidence of insurance coverage by an admitted California insurer legally licensed and qualified to conduct business in the State of California in accordance with the provisions described in the agreement, prior to the commencement of services. The required insurance coverage shall be maintained for the duration of the Agreement.

7. **Payments and Invoicing:** Unless otherwise agreed, payment will not be made until services are delivered and accepted as specified.

8. **Property of City:** All bids and materials submitted become the property of the City and may be used by the City in any way it deems appropriate. In addition, bids received will be subject to the California Public Records Act.

9. **Reservation of Rights:** The City expressly reserves the right to modify and/or suspend any and all aspects of the RFB, to obtain further information from any Bidder responding to this RFB, to waive any defect as to form or content of this RFB or any response thereto, to extend
deadlines for accepting responses, to reject any and all responses to the RFB, and to choose the firm that best serves the City’s interests, at its own discretion. Should all bids be rejected a written notification will be sent to all Bidders to this effect. The City also reserves the right to select another Bidder in the case that the original Bidder, for any reason, is unable to perform, or is dismissed from the project.

10. **Submission Cost**: The City will not be liable for any costs incurred in the preparation of bids or incidental to the preparation and presentation of qualifications orally or in writing. All costs for preparation, submission of bids, submission of additional information, delivery, and/or any other aspect of the RFB incurred by the Bidder are the sole responsibility of the Bidder.
BID FORM

Name of Company: ____________________________________________________________

Type of Company: ____________________________________________________________

Company Address: _______________________________________________________________________________________

__________________________________________

Company Phone: _____________________________Fax: ______________________________________

Number of years the company has been in food service business: ____________________

Unit Price Schedule

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in Schedules B and C for meals to be delivered to all of the centers stated in Schedule A.

<table>
<thead>
<tr>
<th>A. Meal Type</th>
<th>B. Estimated Servings Per Day</th>
<th>C. Estimated Number of Serving Days</th>
<th>D. Unit Price</th>
<th>E. Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>335</td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lunch</td>
<td>545</td>
<td>45</td>
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</tbody>
</table>

Bidders shall submit their bids on an "all or none" basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the agency during the term of the contract, secure all of the identified meals from the successful bidder, and such contract shall bind the bidder/contractor to perform all such work ordered by the agency at prices specified in the contract. Award will be made to a single responsive and responsible bidder on the basis of the lowest aggregate cost to the agency. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

In the event of any inconsistencies or errors, the unit price (D) shall take precedence.

Signature: __________________________________________ Date: ____________________

Printed Name and Title: __________________________________________________________

E-Mail: _____________________________________________________________________
REFERENCES FORM

Bidder is required to provide a minimum of two (2) references where services of a similar size and nature were performed within the past three (3) years. This will enable the City of to judge the responsibility, experience, skill, and business standing of the Bidder.

Company Name: ___________________________ Contact Name: ___________________________
Address: ___________________________ Phone Number: ___________________________
_____________________________ Fax Number: ___________________________
Dollar Value of Contract: $_________________________ Contract Dates: ___________________________
Requirements of Contract: _____________________________________________________________
____________________________________________________________________________

Company Name: ___________________________ Contact Name: ___________________________
Address: ___________________________ Phone Number: ___________________________
_____________________________ Fax Number: ___________________________
Dollar Value of Contract: $_________________________ Contract Dates: ___________________________
Requirements of Contract: _____________________________________________________________
____________________________________________________________________________

Company Name: ___________________________ Contact Name: ___________________________
Address: ___________________________ Phone Number: ___________________________
_____________________________ Fax Number: ___________________________
Dollar Value of Contract: $_________________________ Contract Dates: ___________________________
Requirements of Contract: _____________________________________________________________
____________________________________________________________________________
INVITATION FOR BID AND CONTRACT

ISSUED BY (AGENCY): City of Pico Rivera

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS: 6767 Passons Boulevard</th>
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<tbody>
<tr>
<td>Leticia Reyes</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>CITY:</th>
<th>STATE: CA</th>
<th>ZIP CODE: 90660</th>
<th>TELEPHONE NUMBER: 562-801-0671</th>
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<tbody>
<tr>
<td>Pico Rivera</td>
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BID OPENING

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<tr>
<th>DATE:</th>
<th>TIME:</th>
<th>LOCATION:</th>
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<tbody>
<tr>
<td>March 13, 2020</td>
<td>9:30 a.m.</td>
<td>Parks and Recreation Administration / 6767 Passons Boulevard / Pico Rivera, CA 90660</td>
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</table>

BID

This document contains an RFB for the furnishing of meals (unitized if applicable) to be served to participants of the SFSP established by the USDA (7 CFR, Part 225) and sets forth the terms and conditions applicable to the proposed procurement.

<table>
<thead>
<tr>
<th>NAME OF COMPANY</th>
<th>FEDERAL ID NUMBER</th>
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<tr>
<th>STREET ADDRESS</th>
<th>TELEPHONE NUMBER</th>
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<tr>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
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TOTAL ESTIMATED AMOUNT OF BID

Prompt Payment Discount: % for payment within days.

By submission of this proposal, the contractor certifies that, in the event they receive an award under this solicitation, they shall operate in accordance with all applicable, current SFSP regulations.

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<tr>
<th>SIGNATURE OF AUTHORIZED REPRESENTATIVE</th>
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ACCEPTANCE

Upon acceptance by the agency and review by the CDE, this document shall constitute the covenants, conditions, agreements, and stipulations of the contract between the contractor making the proposal and the agency named above.

<table>
<thead>
<tr>
<th>CONTRACT NUMBER</th>
<th>AGENCY NAME</th>
<th>DATE</th>
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PROCUREMENT METHOD: (Check One)

- Competitive Negotiation
- Competitive Sealed Bids
- Noncompetitive Negotiation

FOR CDE USE ONLY

This contract was reviewed for compliance with 7 CFR, Part 226 and or 225 by:

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<th>SIGNATURE</th>
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GENERAL PROVISIONS FOR CONTRACTS EXCEEDING $100,000

PER 7 CFR PART 226.22 (L)(6), UNDER SECTION 306 OF THE CLEAN AIR ACT [42 UNITED STATES CODE (USC) 1837(H)], SECTION 508 OF THE CLEAN WATER ACT [33 USC 1368], EXECUTIVE ORDER 11738, AND U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS [TITLE 40, CODE OF FEDERAL REGULATIONS, (40 CFR) PART 15] WHICH PROHIBIT THE USE UNDER NONEXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES, THIS CERTIFICATION IS APPLICABLE IF THE BID OR OFFER EXCEEDS $100,000, OR THE AGENCY OFFICIAL HAS DETERMINED THAT ORDERS UNDER AN INDEFINITE QUANTITY CONTRACT IN ANY YEAR WILL EXCEED $100,000.

Clean Air and Water

The contractor agrees as follows:

1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 USC 1857, et seq., as amended by Public Law 91-604), and all requirements adopted pursuant to Division 26 of the California Health and Safety Code, Section 39000, et seq., respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements so specified, and all regulations and guidelines issued thereunder before the award of this contract.

2. To comply with all the requirements of Section 308 of the Federal Water Pollution Control Act (33 USC 1251, et seq., as amended by Public Law 92-500) and those adopted pursuant to the Porter-Cologne Water Quality Control Act (California Water Code, Division 7, Section 13000, et seq.), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said acts, and all regulations and guidelines issued thereunder before the award of this contract.

3. That no portion of the work required by this contract will be performed at a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

4. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

5. To insert the substance of the provisions of this clause in any nonexempt subcontract including this paragraph.

Energy Policy and Conservation Act (Public Law 94-163)

The contractor agrees to comply with all mandatory standards and policies relating to energy efficiency as contained in the California Administrative Code, Title 24, pursuant to the California State energy efficiency conservation plan issued in compliance with Public Law 94-163.
CLEAN AIR AND WATER CERTIFICATION

PER 7 CFR PART 226.22 (L)(6), UNDER SECTION 306 OF THE CLEAN AIR ACT [42 USC 1837(H)], SECTION 508 OF THE CLEAN WATER ACT [33 USC 1368], EXECUTIVE ORDER 11738, AND EPA REGULATIONS [40 CFR PART 15] WHICH PROHIBIT THE USE UNDER NONEXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES, THIS CERTIFICATION IS APPLICABLE IF THE BID OR OFFER EXCEEDS $100,000, OR THE AGENCY OFFICIAL HAS DETERMINED THAT ORDERS UNDER AN INDEFINITE QUANTITY CONTRACT IN ANY YEAR WILL EXCEED $100,000.

1. The bidder certifies any facility to be utilized in the performance of this proposed contract has □ has not □ been listed on the EPA List of Violating Facilities.

2. The bidder will promptly notify the agency official, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

3. The bidder will include substantially this certification, in its entirety, in every nonexempt subcontract.

<table>
<thead>
<tr>
<th>NAME OF CONTRACTOR</th>
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<tr>
<td>SIGNATURE OF AUTHORIZED AGENT (CONTRACTOR)</td>
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</tbody>
</table>
SECTION B

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION,
NO SANCTIONS AND DRUG FREE WORKPLACE

BY SUBMISSION OF THIS BID, THE BIDDER CERTIFIES AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATIONS, THAT IN CONNECTION WITH THIS PROCUREMENT:

1. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor.
3. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the bidder is unable to certify to any of the statements in this certification, such agency shall attach an explanation to this proposal.
5. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at Title 34, Code of Federal Regulations (34 CFR), Part 85, Subpart F, for grantees, as defined at 34 CFR, Part 85, sections 85.605 and 85.610, the bidder certifies that it will continue to provide a drug-free workplace.

EACH PERSON SIGNING THIS BID CERTIFIES:

1. The bidder is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein or that the bidder has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated and will not participate, in any action contrary to (1) through (3) above; and
2. The bidder has not participated, and will not participate, in any action contrary to (1) through (3) above.

AND, AS THEIR AGENT, DOES HEREBY CERTIFY:

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED AGENT (CONTRACTOR)</th>
<th>TITLE</th>
<th>DATE</th>
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<tr>
<td>NAME OF CONTRACTOR</td>
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In accepting this bid, the agency certifies that the agency's officers, employees, or agents have not taken any action that may have jeopardized the independence of the bid referred to above.

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<tr>
<th>SIGNATURE OF AUTHORIZED AGENCY REPRESENTATIVE</th>
<th>TITLE</th>
<th>DATE</th>
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</table>

ACCEPTING A BID DOES NOT CONSTITUTE ACCEPTANCE OF THE CONTRACT

NOTE: Authorized representatives of both the agency and bidder must execute this or a similar certificate of independent price determination.
SECTION C

SCOPE OF SERVICES

1. The contractor agrees to deliver unitized meals inclusive of milk to locations set in the Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.

2. All meals furnished for the program under this contract must meet or exceed USDA requirements set out in Schedule B, attached hereto and made a part hereof. All yields of cooked and uncooked products shall conform to yields identified in the USDA’s Food Buying Guide.

3. The contractor agrees to furnish meals for the program in accordance with the menu cycle that appears in Schedule C, attached hereto and made a part hereof.

4. Contractor agrees to furnish meals in accordance with the General Conditions that appear in Section E, attached hereto and made a part hereof.

5. The contractor shall furnish meals for the program as ordered by the Agency during the period of June 15, 2020 to August 14, 2020.

6. The contractor shall furnish meals for the program as ordered by the agency 5 days a week.
1. Requirements Contract

(a) This is a requirements contract for services specified in the Sections and Schedules and for the period set forth herein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the Agency's requirements for services set forth in the Sections and Schedules do not result in orders in the amounts or quantities described as "estimated" in the Sections and Schedules, such event shall not constitute the basis for an equitable price adjustment under this contract.

(b) The agency shall not be required to purchase from the contractor requirements in excess of the limit on total orders under this contract, if any.

(c) The agency may issue orders that provide for delivery or performance at multiple destinations.

(d) The agency shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the Contractor for services specified in the Sections and Schedules will be dependent upon the needs and requirements of the agency.

(e) Regulatory or guidance changes prescribed by the USDA or CDE, during the duration of this contract, shall be considered a basis for renegotiation with prior approval and agreement from CDE, of the terms and conditions of the contract between the agency and the contractor. Authority for such renegotiation must be requested from CDE, in writing by the agency, prior to the commencement of any such renegotiation.

2. Pricing

Pricing shall be on the numbers described in Attachment I, “Unit Price Schedule”. All bidders must submit bids on the same menu cycle provided by the agency. Bid prices must include the price of food, milk (if applicable), packaging, transportation, and all other related costs (e.g., condiments, utensils, etc.) that are essential to the content of the food service.

3. Unit Prices

The unit prices of each meal type that the bidder agrees to furnish must be written in ink or typed in the blank space provided in Attachment I of the Unit Price Schedule, including proper packaging as required in the specifications, and the costs of delivery to the designated sites. Unit prices shall include taxes; but, any charges or taxes that are required to be paid under future laws must be paid by the bidder at no additional charge to the agency.

4. Meal Orders

The agency will order meals each day of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each center and each type of meal. The agency reserves the right to increase or decrease the number of meals ordered on a 24 hour notice (or less if mutually agreed upon between the parties to this contract).
5. **Menu-cycle Change Procedure**

Meals shall be delivered on a daily basis in accordance with the menu cycle which appears in Schedule C. Deviation from this menu cycle shall be permitted only upon authorization of the agency. When an emergency situation prevents the contractor from delivering a specified meal component, the contractor shall notify the agency immediately so substitutions can be agreed upon. The agency reserves the right to periodically suggest menu changes that are within the contractor's food cost.

6. **Noncompliance**

The agency reserves the right to inspect and determine the quality of food delivered and reject any meals that do not comply with the requirements and specifications of the contract. The contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications. The agency reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The contractor shall be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The agency or agency representative inspecting shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

7. **Title III C Assurance**

The Contractor assures the agency that no Title III C funds will be applied to the cost of the meals furnished for the program under this contract.

8. **Specifications**

   (a) Packaging

   (1) Hot Meal Unit packaging shall be suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400°F (204°C) or higher.

   (2) Cold Meal Unit or Unnecessary-to-heat Container and overlay shall be plastic or paper and non-toxic.

   (3) Cartons—each carton shall be labeled and the label shall include:

      A. The processor's (plant) name and address
      B. Item identity and meal type
      C. Date of production
      D. Quantity of individual units per carton

   (4) Meals shall be delivered with the following non-food items: condiments, straws, napkins, single service ware, etc.
(b) Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

(c) Food Specifications

Bids are to be submitted on the menu cycle included as Schedule C and shall include, at a minimum, the portions specified by the USDA for each meal, which are included in Schedule B of this RFB.

All meat and meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under a USDA approved inspection program and bear the appropriate seal. Upon delivery, all meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration.

(d) Product Specifications

Milk and milk products are defined as "...fluid types of pasteurized flavored or unflavored whole milk or low fat milk, or skim milk or cultured buttermilk, which meets State and local standards for such milk..." Milk delivered hereunder shall conform to these specifications.
1. **Delivery Requirements**

   (a) Deliveries shall be made by the contractor to each center listed on the attached Schedule A in accordance with the order from the agency.

   (b) Meals shall be delivered, unloaded, and placed in the designated center daily by the contractor's personnel at each of the locations and times listed on the Schedule A.

   (c) The contractor shall be responsible for the delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during the transportation and delivery of all food to insure the wholesomeness of food at delivery in accordance with state or local health codes.

   (d) The agency reserves the right to add or delete centers. This shall be done by amendment of the Schedule A. The agency shall notify the contractor of such amendments to the Schedule A not less than one week prior to the required date of service. Any changes in transportation costs that occur as a result of adding or deleting centers shall be negotiated and noted in the modification. The contractor's invoice shall show the cost as a separate item for that center.

2. **Supervision and Inspection**

   The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of products.

3. **Record Keeping**

   (a) Transport records must be prepared by the contractor—one for the contractor, one for center personnel, and one for the agency. Transport records must be itemized to show the number of meals of each type delivered to each center. Designees of the agency at each center will check the adequacy of the delivery and the meals before signing the delivery ticket. Invoices shall be accepted by the agency only if they accurately represent the transport records signed by the agency's designee at the center.

   (b) The contractor shall maintain records supported by transport records, purchase orders, and production records for this contract or other evidence for inspection and reference to support payments and claims.

   (c) The books and records of the contractor pertaining to this contract shall be available for a period of three years from the date the agency submits to CDE the final claim for reimbursement for meals provided under this contract, or until the final resolution of any audits for inspection and audit by representatives of CDE, the USDA, the agency, and the Controller General of the United States at any reasonable time and place.

4. **Method of Payment**

   The contractor shall submit its itemized invoice to the agency weekly. Each invoice shall give a detailed breakdown of the number of meals delivered and signed for at each center during the preceding week. Payment will be made at the unit price specified in the
contract. No payment shall be made unless the required delivery receipts have been signed by the center representative of the agency.

5. **Inspection of Facility**

   (a) The agency, CDE, and the USDA reserve the right to inspect the contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.

   (b) The contractor's facilities shall be subject to periodic inspections by the USDA, state, and local health departments, or any other agency designated to inspect meal quality for the state. This will be accomplished in accordance with USDA regulations.

   (c) The contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being prepared, transported, and delivered. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

6. **Availability of Funds**

   The agency shall have the option to cancel this contract if the federal government withdraws funds to support the SFSP. It is further understood that, in the event of cancellation of the contract, the agency shall be responsible for meals that have already been assembled and or delivered in accordance with this contract.

7. **Number of Meals and Delivery Times**

   The contractor must provide the exact number of meals ordered. Counts of meals will be made at all centers before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined.

8. **Emergencies**

   In the event of unforeseen emergency circumstances, the contractor shall immediately notify the agency of the following: (a) the impossibility of on-time delivery; (b) the circumstance(s) precluding delivery; and (c) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than ½ hour after specified mealtime. Emergency circumstances at the center precluding utilization of meals are the concern of the agency. The agency may cancel orders provided it gives the contractor at least 24 hours notice. Adjustments for emergency situations affecting the contractor's ability to deliver meals or the agency's ability to utilize meals for periods longer than 24 hours will be mutually worked out between the contractor and the agency.

9. **Termination**

   (a) The agency reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The agency shall notify
the contractor of specific instances of noncompliance in writing. In instances where

**SECTION E, PAGE 3**

the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the agency shall have the right upon written notice to immediately terminate the contract and the contractor shall be liable for any damages incurred by the agency. The agency shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.

(b) The agency shall by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found by the agency that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the contractor to any officer or employee of the agency, with a view toward securing the contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the agency makes such findings shall be in issue and may be reviewed in any competent court.

(c) In the event this contract is terminated as provided in paragraph (b) hereof, the agency shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than 10 times the cost incurred by the contractor in providing any such gratuities to any such officer or employee.

(d) The rights and remedies of the agencies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

10. **Subcontracts and Assignments**

The contractor shall not subcontract with any other contractor for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of the agency, this contract or any interest therein. In the event of any assignment, the contractor shall remain liable to the agency as principal for the performance of all the contractor's obligations under this contract.

11. **Equal Opportunity**

The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (Title 41, Code of Federal Regulations, Chapter 60).

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, national origin, or sex.

The contractor will take affirmative action to ensure that the evaluation and treatment of his/her employees and applicants for employment are free of such discrimination. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. The contractor and the contractor's subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(b) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(c) In the event of the contractor's noncompliance with the equal opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further state or federally funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
## INVITATION FOR BID AND CONTRACT (DELIVERY)

### SITES WHERE THE SFSP PROGRAM WILL OPERATE

<table>
<thead>
<tr>
<th>NAME OF CENTER</th>
<th>ADDRESS AND TELEPHONE NUMBER</th>
<th>AUTHORIZED DESIGNEE</th>
<th>DAYS OF THE WEEK MEALS ARE TO BE DELIVERED</th>
<th>TYPES OF MEAL</th>
<th>NUMBER OF EACH MEAL TYPE NEEDED</th>
<th>DELIVERY TIME FOR MEALS BY TYPE</th>
<th>BEGINNING AND ENDING DATES OF EACH CENTER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pio Pico Park</td>
<td>4211 Columbia St Pico Rivera 90660</td>
<td>Leticia Reyes 562-801-4355</td>
<td>Monday - Friday</td>
<td>Breakfast and Lunch</td>
<td>Breakfast: 15 Lunch: 30</td>
<td>Breakfast: 7am Lunch: 11am</td>
<td>June 15, 2020 to August 14, 2020</td>
</tr>
<tr>
<td>Rio Hondo Park</td>
<td>8421 San Luis Potosi Pl, Pico Rivera 90660</td>
<td>Leticia Reyes 562-801-4355</td>
<td>Monday - Friday</td>
<td>Breakfast and Lunch</td>
<td>Breakfast: 35 Lunch: 70</td>
<td>Breakfast: 7am Lunch: 11am</td>
<td>June 15, 2020 to August 14, 2020</td>
</tr>
<tr>
<td>Rivera Park</td>
<td>9530 Shade Lane Pico Rivera 90660</td>
<td>Leticia Reyes 562-801-4355</td>
<td>Monday - Friday</td>
<td>Breakfast and Lunch</td>
<td>Breakfast: 25 Lunch: 65</td>
<td>Breakfast: 7am Lunch: 11am</td>
<td>June 15, 2020 to August 14, 2020</td>
</tr>
<tr>
<td>SITES WHERE THE SFSP PROGRAM WILL OPERATE</td>
<td>DAYS OF THE WEEK MEALS ARE TO BE DELIVERED</td>
<td>TYPES OF MEAL</td>
<td>NUMBER OF EACH MEAL TYPE NEEDED</td>
<td>DELIVERY TIME FOR MEALS BY TYPE</td>
<td>BEGINNING AND ENDING DATES OF EACH CENTER</td>
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<tr>
<td>Smith Park</td>
<td>Monday - Friday</td>
<td>Breakfast and Lunch</td>
<td>110</td>
<td>Breakfast: 7am, Lunch: 11am</td>
<td>June 15, 2020 to August 14, 2020</td>
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<td></td>
</tr>
<tr>
<td>Rio Vista Park</td>
<td>Monday - Friday</td>
<td>Breakfast and Lunch</td>
<td>20</td>
<td>Breakfast: 7am, Lunch: 11am</td>
<td>June 15, 2020 to August 14, 2020</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**AUTHORIZED DESIGNEE**

- Leticia Reyes
- Phone: 562-801-4355

**ADDRESS AND TELEPHONE NUMBER**

- Smith Park: 6016 Rosemead Blvd., Pico Rivera 90601
- Rio Vista Park: 6751 Coffman Rd., Pico Rivera 90601
### SUMMER FOOD SERVICE PROGRAM MEAL PATTERN

<table>
<thead>
<tr>
<th>FOOD COMPONENTS</th>
<th>BREAKFAST</th>
<th>LUNCH OR SUPPER</th>
<th>SNACK&lt;sup&gt;1&lt;/sup&gt; (choose two of the four)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Milk</strong></td>
<td>1 cup (8 fl. oz.)&lt;sup&gt;2&lt;/sup&gt;</td>
<td>1 cup (8 fl. oz.)&lt;sup&gt;3&lt;/sup&gt;</td>
<td>1 cup (8 fl. oz.)&lt;sup&gt;2&lt;/sup&gt;</td>
</tr>
<tr>
<td><strong>Vegetable(s) and/or Fruit(s)</strong></td>
<td>1/2 cup</td>
<td>3/4 cup total&lt;sup&gt;4&lt;/sup&gt;</td>
<td>3/4 cup</td>
</tr>
<tr>
<td>Vegetable(s) and/or fruit(s) or Full-strength vegetable or fruit juice or An equivalent quantity of any combination vegetables(s), fruit(s), and juice</td>
<td>1/2 cup (4 fl. oz.)</td>
<td></td>
<td>3/4 cup (6 fl. oz.)</td>
</tr>
<tr>
<td><strong>Grains/Breads&lt;sup&gt;5&lt;/sup&gt;</strong></td>
<td>1 slice (.9 oz.)</td>
<td>1 slice (.9 oz.)</td>
<td>1 slice (.9 oz.)</td>
</tr>
<tr>
<td>Bread</td>
<td>1 serving</td>
<td>1 serving</td>
<td>1 serving</td>
</tr>
<tr>
<td>Cornbread, biscuits, rolls, muffins, etc., or Cold dry cereal or Cooked pasta or noodle product or Cooked cereal or cereal grains or an equivalent quantity of any combination of bread/bread alternates</td>
<td>3/4 cup or 1 oz.&lt;sup&gt;6&lt;/sup&gt;</td>
<td></td>
<td>3/4 cup or 1 oz.&lt;sup&gt;6&lt;/sup&gt;</td>
</tr>
<tr>
<td><strong>Meat/Meat Alternates&lt;sup&gt;7&lt;/sup&gt;</strong></td>
<td>(optional)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lean meat, poultry, fish or Cheese or Cottage cheese or Eggs or Cooked dry beans, peas, or Peanut butter, soynut butter, seed butters, other nut butters, or Peanuts, soy nuts, tree nuts, seeds, or Yogurt, flavored, plain, sweetened, or An equivalent quantity of any combination of the above meat/meat alternates</td>
<td>1 oz.</td>
<td>2 oz.</td>
<td>1 oz.</td>
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<td></td>
<td>1 oz.</td>
<td>2 oz.</td>
<td>1 oz.</td>
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<tr>
<td></td>
<td>1/4 cup</td>
<td>1/2 cup</td>
<td>1/4 cup</td>
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<tr>
<td></td>
<td>1 large egg</td>
<td>1 large egg</td>
<td>1 large egg</td>
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<td></td>
<td>1/4 cup</td>
<td>1/2 cup</td>
<td>1/4 cup</td>
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<tr>
<td></td>
<td>2 Tbsp.</td>
<td>4 Tbsp.</td>
<td>2 Tbsp.</td>
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<tr>
<td></td>
<td>1 oz.&lt;sup&gt;7&lt;/sup&gt;</td>
<td>1 oz.&lt;sup&gt;7&lt;/sup&gt;</td>
<td>1 oz.&lt;sup&gt;7&lt;/sup&gt;</td>
</tr>
<tr>
<td></td>
<td>1/2 cup (4 fl. oz.)</td>
<td>1 cup (8 fl. oz.)</td>
<td>1/2 cup (4 fl. oz.)</td>
</tr>
<tr>
<td></td>
<td>1 oz. total</td>
<td>2 oz. total</td>
<td>1 oz. total</td>
</tr>
</tbody>
</table>

For the purpose of this table, a cup means a standard measuring cup. 

*Indicated endnotes can be found on the back of this page*
SUMMER FOOD SERVICE PROGRAM
MEAL PATTERN

MEAL PATTERN DEFINITIONS

1 SNACKS: Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.

2 MILK FOR BREAKFAST: Serve as a beverage, on cereal, or use part of it for each purpose.

3 MILK FOR LUNCH OR SUPPER: Served as a beverage.

4 VEGETABLE/FRUIT FOR LUNCH OR SUPPER: Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

5 DEFINITION OF GRAINS/BREADS: Grain products, pasta, noodles and cereal grains (such as rice, bulgur, oats, wheat or corn grits) shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc., shall be made with whole-grain or enriched meal or flour. Cereal including wheat germ, wheat bran, oat bran, etc., shall be whole-grain, enriched or fortified.

A bread serving is considered to be 1 slice of bread equivalent to 25 grams (.9 to 1 oz.) in weight. Instructions for determining the appropriate serving sizes for grain products served as bread alternatives (crackers, pancakes, bulgur, etc.) are found in the United States Department of Agriculture (USDA) or the grains/breads chart for Child Nutrition Programs.

6 QUANTITY OF DRY CEREAL: Use either volume (cup) or weight (oz.) whichever is less, according to the information in the USDA Food Buying Guide.

7 MEAT/MEAT ALTERNATES: No more than 50 percent of the requirement shall be met with nuts or seeds. Nut or seed butter may satisfy 100 percent of the requirement. Whole nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish; 1/4 cup of cottage cheese is equal to 1 oz. of meat alternate; 1/2 cup of yogurt is equal to 1 oz. of meat/meat alternate.

CERTIFICATION – I certify to provide SFSP sponsors with meals that comply with the SFSP meal pattern requirements set forth in the federal regulations, 7 CFR Part 225.16 and as outlined above. I also understand failure to provide meals that meet the SFSP meal pattern requirements will result in loss of payment from the SFSP sponsor and/or removal from the SFSP Registered Vendors list.

<table>
<thead>
<tr>
<th>PRINTED NAME OF FOOD SERVICE VENDOR</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE OF FOOD SERVICE VENDOR</td>
<td>DATE</td>
</tr>
</tbody>
</table>
## MENU CYCLE – DAYS 1 THROUGH 5

<table>
<thead>
<tr>
<th>FOOD COMPONENTS</th>
<th>SERVING SIZE</th>
<th>DAY 1</th>
<th>DAY 2</th>
<th>DAY 3</th>
<th>DAY 4</th>
<th>DAY 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td></td>
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<tr>
<td>Grain/bread</td>
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<tr>
<td>Vegetable/Fruit</td>
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<tr>
<td>Milk, fluid</td>
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<tr>
<td>Other</td>
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<td>A.M. Snack</td>
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<td>Meat/meat alternate</td>
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<td>Grain/bread</td>
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<td>Vegetable/Fruit</td>
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<td>Milk, fluid</td>
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<td>Other</td>
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<td>Lunch</td>
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<td>Meat/meat alternate</td>
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<tr>
<td>P.M. Snack</td>
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ENCLOSURE

AGREEMENT NO. _______
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
INSERT CONTRACTOR’S NAME

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Pico Rivera, a California municipal corporation (“City”) and INSERT CONTRACTOR’S NAME, (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 City has determined that it requires professional services from a contractor to provide vended meals for the Summer Food Service Program.

2.2 Contractor represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3 That the contractor for and in consideration of the covenants, conditions, agreements, and stipulations of City hereinafter expressed, does hereby agree to furnish to City services and materials as described in the original Request For Bids (“RFB 2020”), Sections A, B, C, D, and E, and Schedules A, B, and C in Exhibit “A,” attached and made a part hereof by this reference.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS.

3.1 The above-referenced Recitals constitute material part hereof, and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of preference, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

(a) This Agreement, including any and all addenda or supplemental agreements;
(b) RFB 2020 attached herein as Exhibit A
(c) Contractor’s Proposal attached herein as Exhibit B
(d) All other documents, including but not limited to all required certificates, permits, notices, schedules, forms, and affidavits.

3.2 These documents shall be collectively referred herein as the “Contract Documents.” In the event of a conflict among the Contract Documents, the order of
precedence shall be as set forth above.

4. **DEFINITIONS**

4.1 “Scope of Services”: Such professional services as are set forth in the Contractor’s INSERT PROPOSAL DATE proposal to City attached hereto as Exhibit “A”; Section C and incorporated herein by this reference.

4.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Contractor’s INSERT PROPOSAL DATE proposal to City attached hereto as Exhibit “A”; Attachment I.

5. **TERM**

The term of this Agreement shall commence at 12:00 a.m. on June 15, 2020, the “Commencement Date”, and shall expire at 11:59 p.m. on August 14, 2020, the “Expiration Date” unless extended by written agreement of the Parties or terminated in accordance with Section 22 below. This agreement may be renewed for one-year periods up to four (4) times upon agreement of the agency and the contractor. Any increase or decrease of the unit price(s) shall be negotiated during the renewal process.

6. **CONTRACTOR’S SERVICES**

6.1 Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the sum of [INSERT COMPENSATION AMOUNT. WRITE OUT AMOUNT IN WORDS AND ALSO INCLUDE AMOUNT IN DIGITS] unless specifically approved in advance, in writing, by City.

6.2 Contractor shall perform all work to the highest professional standards of Contractor’s profession and in a manner reasonably satisfactory to City.

7. **COMPENSATION**

7.1 City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

7.2 Contractor shall submit to City an invoice, on a weekly basis or less frequently, for the services performed pursuant to this Agreement. In consideration of the service, performed in a manner acceptable to the City and in compliance with the regulations for the SFSP 7 CFR, Part 225 the City shall pay the contractor within 14 business days of receipt, the full amount of the itemized invoices as confirmed by delivery receipts, at the unit price(s) specified in the Approved Fee Schedule. City shall not withhold applicable taxes or other authorized deductions from payments.
made to Contractor.

7.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Contractor by City on a time-and-materials basis using Contractor’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Contractor issues an invoice to City for such services.

8. **BUSINESS LICENSE**

Contractor shall obtain a City business license prior to commencing performance under this Agreement.

9. **COMPLIANCE WITH LAWS**

Contractor shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Contractor shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Contractor is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section.

10. **CONFLICT OF INTEREST**

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if both: (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Contractor’s performance of such work.

11. **PERSONNEL**

Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor’s services under this Agreement, but City reserves the right, for good cause, to require Contractor to exclude any employee from performing services on City’s premises. INSERT NAME AND TITLE OF CONTRACTOR’S PROJECT ADMINISTRATOR shall be Contractor’s project administrator and shall have direct responsibility for management of Contractor’s performance under this Agreement. No change shall be made in Contractor’s project administrator without City’s prior written consent.
12. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products”) developed by Contractor in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor. If any state, federal, or local law requires mandatory copyright protection for Contractor’s work product, City shall comply with such laws to the extent feasible.

13. INDEPENDENT CONTRACTOR

13.1 Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. Contractor shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

13.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Contractor or Contractor’s employees except as set forth in this Agreement.

13.3 City shall have no direct or indirect control over Contractor’s employees or sub-contractors with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Contractor any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Contractor, Contractor’s employees or subcontractors. City shall have no responsibility to provide Contractor, its employees or subcontractors with workers’ compensation insurance or any other insurance.

14. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

15. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Contractor in the event of any default or breach by City, or for any amount which may become due
to Contractor.

16. INDEMNIFICATION

16.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor’s commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

16.2 To the full extent permitted by law, Contractor shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and contractor fees. Notwithstanding the foregoing, to the extent Contractor’s Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

16.3 City shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due City from Contractor as a result of Contractor’s failure to pay City promptly any indemnification arising under this Section 15 or related to Contractor’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

16.4 The obligations of Contractor under this Section 16 will not be limited by the provisions of any workers’ compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

16.5 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 16 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees
to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City’s choice and expert witness fees and contractor fees.

16.6 City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

16.7 PERS ELIGIBILITY INDEMNITY. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

17. INSURANCE

17.1 During the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

17.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Contractor providing insurance for bodily injury liability and property damage liability for the following and including coverage for:
17.1.1.1 Premises, operations, and mobile equipment

17.1.1.2 Products and completed operations

17.1.1.3 Broad form property damage (including completed operations)

17.1.1.5 Personal Injury

17.1.1.6 Contractual liability in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Contractor’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

17.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Contractor, its employees or subcontractors, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

17.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

17.2 Contractor shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

17.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

17.4 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Contractor’s expense, the premium thereon.

17.5 At all times during the term of this Agreement, Contractor shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Contractor shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

17.6 Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall provide such proof to City at least two weeks prior to the expiration of the coverages.
17.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days’ prior written notice to City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

17.8 The general liability and automobile policies of insurance provided by Contractor shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor’s insurance and shall not contribute with it.

17.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.

17.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

17.11 Procurement of insurance by Contractor shall not be construed as a limitation of Contractor’s liability or as full performance of Contractor’s duties to indemnify, hold harmless and defend under Section 16 of this Agreement.

17.12 If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

18. MUTUAL COOPERATION

18.1 City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Contractor’s services under this Agreement.

18.2 In the event any claim or action is brought against City relating to Contractor’s performance in connection with this Agreement, Contractor shall render any reasonable assistance that City may require.

19. RECORDS AND INSPECTIONS

Contractor shall maintain full and accurate records with respect to all matters
covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

20. **PERMITS AND APPROVALS**

Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

21. **NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Contractor's and City's regular business hours; or (ii) on the third (3rd) business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:
Steve Carmona, City Manager  
City of Pico Rivera  
PO Box 1016  
6615 Passons Blvd.  
Pico Rivera, California 90660-1016  
Facsimile: (562) 801-4765

If to Contractor:
NAME, TITLE  
INSERT CONTRACTOR’S NAME  
ADDRESS  
CITY, STATE, ZIP

With a courtesy copy to:
Arnold M. Alvarez-Glasman, City Attorney  
13181 Crossroads Parkway North  
Suite 400 - West Tower  
City of Industry, CA 91746  
Facsimile: (562) 692-2244

22. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 14, 16 and Paragraph 18.2 of Section 18, of this Agreement shall survive the expiration or termination of this Agreement.

23. **TERMINATION**

23.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Contractor. Contractor shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the
notice of termination. Contractor agrees that in the event of such termination, City's obligation to pay Contractor shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

23.2 If City terminates this Agreement due to no fault or failure of performance by Contractor, then Contractor shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

24. ASSIGNMENT

Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Contractor.

25. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

25.1 In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Contractor will take affirmative action to ensure that subcontractors, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

25.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

25.3 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

26. WARRANTIES

26.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement.
26.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

26.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

27. CAPTIONS

27.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.

27.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

28. NON-WAIVER

28.1 The waiver by City or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing.

28.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

28.3 Contractor shall not be liable for any failure to perform if Contractor
presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Contractor.

29. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants’ fees and expert witness fees, if any, and attorneys’ fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

30. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

31. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

32. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

33. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Contractor.
TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

[SIGNATURES ON NEXT PAGE]
“CITY”
CITY OF PICO RIVERA
NAME

“CONTRACTOR”
INSERT CONTRACTOR’S COMPANY

______________________________
Gustavo V. Camacho, Mayor
Dated: ________________________

______________________________
INSERT NAME, TITLE
Dated: _____________________________

ATTEST:

______________________________
Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

______________________________
Arnold M. Alvarez-Glasman, City Attorney