ROLL CALL:
Mayor/Chairman/President: Gustavo V. Camacho
Mayor Pro Tempore/Vice Chairman/Vice President: Raul Elias
Councilmembers/Directors/Commissioners: Gregory Salcido, Dr. Monica Sanchez, Brent A. Tercero

Meeting jointly and regularly with the Pico Rivera Successor Agency to the Pico Rivera Redevelopment Agency (as needed); Pico Rivera Housing Assistance Agency (as needed); Pico Rivera Water Authority (as needed); and Public Financing Authority (as needed).

CERTAIN PROVISIONS OF THE BROWN ACT ARE TEMPORARILY WAIVED PURSUANT TO GOVERNOR NEWSOM’S EXECUTIVE ORDER N-25-20 AND N-29-20. IN THE INTEREST OF PUBLIC HEALTH AND SAFETY, CITY HALL FACILITIES ARE TEMPORARILY CLOSED TO THE PUBLIC UNTIL FURTHER NOTICE. CITY COUNCIL MEETINGS CAN BE VIEWED LIVE ON CTV3 AND THE CITY’S WEBSITE AT WWW.PICO-RIVERA.ORG. IF YOU WISH TO SUBMIT A PUBLIC COMMENT CARD ON ANY OF THE LISTED AGENDA ITEMS YOU MAY DO SO IN ADVANCE BY EMAIL TO THE CITY CLERK’S OFFICE AT PUBLICCOMMENTS@PICO-RIVERA.ORG PRIOR TO 2:00 P.M. ON THE DAY OF THE MEETING. PLEASE PROVIDE YOUR FULL NAME AND SUBJECT.

SPECIAL PRESENTATIONS:
- Proclamation – Municipal Clerks Week
- Dial-A-Ride Program

PLEASE TURN OFF ALL PAGERS AND/OR PHONES WHILE MEETING IS IN SESSION AND PLEASE REFRAIN FROM TEXTING DURING THE MEETING

In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call the City Clerk’s office at (562) 801-4389, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged (within 24 to 48 hours’ notice).

*Commissioners receive a $30.00 stipend per each meeting held and attended.
PUBLIC COMMENTS - IF YOU WOULD LIKE TO COMMENT ON ANY LISTED AGENDA ITEMS, PLEASE EMAIL THE CITY CLERK’S OFFICE AT PUBLICCOMMENTS@PICO-RIVERA.ORG PRIOR TO 2:00 P.M. ON THE DAY OF THE MEETING. ALL EMAILS WILL BE READ INTO THE PUBLIC RECORD.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks. In accordance with Government Code Section 54954.2, members of the City Council may only: 1) respond briefly to statements made or questions posed by the public; 2) ask a question for clarification; 3) provide a reference to staff or other resources for factual information; 4) request staff to report to the City Council at a subsequent meeting concerning any matter raised by the public; and 5) direct staff to place a matter of business on a future agenda. City Council members cannot comment on items that are not listed on a posted agenda.

CONSENT CALENDAR ITEMS:
All items listed on the Consent Calendar may be acted on by a single motion without separate discussion. Any motion relating to a Resolution or Ordinance shall also waive the reading of the titles in full and include its adoption as appropriate. If discussion or separate vote on any item is desired by a Councilmember or staff, that item may be pulled from the Consent Calendar for separate consideration.

City Council:

1. Minutes:
   • City Council special meeting of April 14, 2020
   Recommendation: Approve

2. 16th Warrant Register of the 2019-2020 Fiscal Year. (700)
   Check Numbers: 285109-285147; 285148-285178; 285179-285183
   Special Check Numbers: None
   Recommendation: Approve

3. Award Summer Food Service Program Agreement for Vended Meals to Foodservice Outreach, Incorporated. (500)
   Recommendation:
   1. Authorize the award of an agreement with Foodservice Outreach, Inc. to provide vended meals for the Summer Food Service Program (SFSP) in an amount not-to-exceed $93,825.

   Agreement No. ________

4. Request for Approval of the 2020 Fireworks Stand Permits. (700)
   Recommendation:
   1. Approve the attached list of fireworks stand applications and authorize the issuance of permits to operate.

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

REGULAR AGENDA:
City Council:

5. **Fiscal Year 2019-20 Third Quarter Budget Update.**

   **Recommendation:**
   1. Approve a resolution amending the 2019-20 Adopted Budget as outlined in Exhibit A; and
   2. Authorize the suspension of the following Parks and Recreation Programs: Tiny Tots, Special Events, Aquatics, Camps, Adaptive Recreation, Business and Family Engagement, Trips and Tours and Youth Sports until June 30, 2020.

   Resolution No. ______

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING THE FISCAL YEAR 2019-20 BUDGET FOR THE PURPOSE OF UPDATING OPERATING AND CAPITAL IMPROVEMENT PROGRAM APPROPRIATIONS TO MEET CURRENT NEEDS

   **PUBLIC UPDATE ON COVID-19:**

   **GOOD OF THE ORDER** (INTERGOVERNMENTAL AGENCY MEETINGS, AB 1234 REPORTS, NEW BUSINESS, OLD BUSINESS):

   **CLOSED SESSION(S):** None.

   **ADJOURNMENT:**

   AFFIDAVIT OF POSTING

   I, Anna M. Jerome, City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera website www.pico-rivera.org, Pico Rivera Post Office and Parks: Smith, Pico and Rivera which are available for the public to view on this 23rd, day of April 2020.

   Dated this 23rd, day of April 2020

   

   Anna M. Jerome, CMC
   City Clerk

   **SB343 NOTICE**

   In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this special meeting agenda will be available on the City’s website.
STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

If you wish to speak at the time set aside for public comments, the City Council has established the following standards and Rules of Decorum as allowed by State law.

- Public comment is limited to those portions of the meeting referred to as Public Comments. These portions are intended for members of the public to address the City Council, Successor Agency, Housing Assistance Agency or Water Authority on matters related to agendas or any other items under the subject matter jurisdiction of the City Council or Agencies. Please fill out the desired color-coded card prior to the start of the meeting at 6:00 p.m. Once the meeting has begun, no further cards will be accepted.

- A yellow Public Hearing Comment Request card must be completed to speak during a Public Hearing.

- A green Public Comment Request Card is for those wishing to address the Council/Agency on agenda items or any other items under the subject jurisdiction of the City Council/Agency.

- Citizens may address the Council, Successor Agency or Housing Assistance Agency once for a maximum of three minutes. After each speaker returns to his/her seat, the Mayor shall determine the time and manner of response, but typically if answers are available, they will be given after all speakers have had an opportunity to address the City Council.

- Members of the audience are asked to refrain from clapping or otherwise speaking from their seats. Those not meeting the standards for decorum may be escorted from the meeting.

RULES OF DECORUM CAN BE FOUND IN THE PICO RIVERA MUNICIPAL CODE SECTION 2.08.050 AS ESTABLISHED BY ORDINANCE 783 ADOPTED ON AUGUST 20, 1990 AND AMENDED BY ORDINANCES 822 (SEPTEMBER 21, 1992) AND 1020 (MARCH 21, 2006).
A Special Meeting of the City Council, Housing Assistance Agency and Water Authority was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor/Chairman/President Camacho called the special meeting to order at 4:00 p.m. on behalf of the City Council, Housing Assistance Agency and Water Authority.

PRESENT: Elias, Salcido, Sanchez, Tercero, Camacho

ABSENT: None

City Attorney Alvarez-Glasman announced that the Invocation and the Pledge of Allegiance is suspended due to certain provisions of the Brown Act being temporarily waived pursuant to Governor Newsom’s Executive Order N-25-20 and N-29-20.

PUBLIC HEARING:

City Council:


Mayor Camacho opened the public hearing and noted that there was no written communications or public comment cards to provide public testimony.

Councilmember Salcido inquired about rate increases and decreases with Assistant City Manager Fuentes explaining that rates decrease at about 8% on average and increase of rates vary.

Mayor Camacho closed the public hearing.

Motion by Councilmember Salcido, seconded by Councilmember Tercero to approve Resolution No. 7060 amending the customer power generation rate schedule for Pico Rivera Innovative Municipal Energy (PRIME). Motion carries by the following roll call vote:

Resolution No. 7060 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING THE CUSTOMER POWER GENERATION RATES FOR THE PICO RIVERA INNOVATIVE MUNICIPAL ENERGY COMMUNITY CHOICE AGREEMENT PROGRAM
AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None

PUBLIC COMMENTS:

Maria Aguilar:
  • Addressed the City Council regarding mobile park rent control, status on meeting with Westland owners, concerns with COVID-19 and residents out of work.

Abel Duran:
  • Addressed the City Council regarding mobile park rent control.

Diego Rubalcalva-Alvarez:
  • Addressed the City Council in support of SB-999 preventing cities from regulating rent on mobile home spaces with long term leases.

Jose Sanchez:
  • Addressed the City Council regarding repair work on Rosemead Boulevard to resolve issues of thumping, shock vibration and loud road noise.

In response to speakers concerns, Mayor Camacho requested an update on the meeting with Westland Estates Mobile Home Park. City Manager Carmona stated that staff is currently working on scheduling a digital meeting with the Westland Estates owners. Councilmember Salcido asked for staff to provide closure with Westland Estates Mobile Home Park and on all requests brought before council. Mayor Camacho responded to Mr. Sanchez’ concerns by stating that the City is looking for a long term solution to repairs on Rosemead Boulevard.

CONSENT CALENDAR:

City Council:

2. Minutes:
   • Approved City Council regular meeting of March 24, 2020

3. 15th Warrant Register of the 2019-2020 Fiscal Year. (700)
   Check Numbers: 284885-284942; 284943-285037; 285038-235097
   Special Check Numbers: None

   This item was pulled from the Consent Calendar for further clarification and discussion.

4. Continue – Appeal of the Planning Commission’s Decision to Terminate Nonconforming Structures and use at 8615 Whittier Boulevard, Pico Rivera, California (Former Whittier Manor Apartments). (1300)
   1. Continued the approval of the resolution per Section 18.64.060 to the City Council meeting of April 28, 2020.
5. Irrevocable Offer of Dedication of Easement at 4820 Tobias Avenue. (1200)

1. Approved the Irrevocable Offer of Dedication (IOD) of Easement at 4820 Tobias Avenue and authorized the City Manager to sign the Recording Request; and
2. Authorized the City Clerk to record the IOD with the Los Angeles County Registrar-Recorder's Office.

Housing Assistance Agency:

6. Minutes:
   • Received and filed Housing Assistance Agency meeting of March 10, 2020

7. United States Housing and Urban Development (HUD) Community Development Block (CDBG) Grant Professional Services Agreement. (500)

This item was pulled from the Consent Calendar for further clarification and discussion.

Water Authority:

8. Minutes:
   • Received and filed Water Authority meeting of January 14, 2020

9. Security Fencing Upgrades at Water Plant No. 2 and Well No. 5 – Award Construction. (500)

This item was pulled from the Consent Calendar for further clarification and discussion.

Motion by Councilmember/Commissioner Tercero, seconded by Councilmember/Commissioner Salcido to approve Consent Calendar Items No. 1, 2, 4, 5, 6, and 8. Motion carries by the following roll call vote:

AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None
ABSTAIN: Salcido (Item No. 4)

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

City Council:

3. Approved 15th Warrant Register of the 2019-2020 Fiscal Year. (700)

In reference to a $20,000 warrant to Cabrera Investments, Mayor Pro Tem Elias requested a report that details Cabrera's activities.

Motion by Councilmember Tercero, seconded by Councilmember Salcido to approve the 15th Warrant Register of the 2019-2020 Fiscal Year. Motion carries by the following roll call vote:
AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None

Housing Assistance Agency:

7. United States Housing and Urban Development (HUD) Community Development Block (CDBG) Grant Professional Services Agreement. (500)

In regard to the administration portion of the grant, Commissioner Tercero asked why this portion was being contracted out instead of conducted in-house. Community and Economic Development Director Garcia stated that due to a lack of staff, contracting out would allow the department to complete the annual reporting compliance deadlines mandated by the U.S. Department of Housing and Urban Development.

Motion by Commissioner Tercero, seconded by Commissioner Salcido to award a professional services agreement with Avant Garde for a two year-term to provide United States Department of Housing and Urban Development (HUD) Community and Urban Development Community Development Block Grant (CDBG) professional services. Motion carries by the following roll call vote:

Agreement No. 20-1950

AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None

Water Authority:

9. Security Fencing Upgrades at Water Plant No. 2 and Well No. 5 – Award Construction. (500)

Commissioner Tercero inquired about the elevated cost of the project and asked staff to provide detailed information in all future reports. Public Works Director Heredia stated that the elevated cost is due to the amount of linear feet of fence being installed, installation of posts and digging of trenches.

Motion by Commissioner Tercero, seconded by Commissioner Salcido to award a construction contract for a not-to-exceed amount of $215,687 to Izurieta Fence Company, Inc. for the Security Fencing Upgrades at Water Plant No. 2 and Well No. 5; and authorize the Executive Director to execute the contract in a form approved by the General Counsel. Motion carries by the following roll call vote:

Agreement No. 20-49

AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None

REGULAR AGENDA:
City Council:

10. Adoption of the 2019 California Building Codes, Amending Title 15, Building and Construction, of the Pico Rivera Municipal Code. (1300)

Mayor Pro Tem Elias asked if language relating to a resident friendly community 5G cell phone tower equipment is included in the building codes. City Manager Carmona stated that the language for 5G cell phone towers would be included in a separate ordinance or resolution.

Motion by Councilmember Salcido, seconded by Councilmember Tercero to: 1) Introduce Ordinance No. 1141 adopting the 2019 California Building Codes, Amending Title 15, Building and Construction, of the Pico Rivera Municipal Code; 2) Approve Resolution No. 7061 setting forth findings for required amendments to the 2019 California Building Standards Codes relative to local climatic, topographic, and geologic conditions; and 3) Set a public hearing date for May 12, 2020. Motion carries by the following roll call vote:

Ordinance No. 1141 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING SPECIFIED CHAPTERS OF TITLE 15 OF THE PICO RIVERA MUNICIPAL CODE ADOPTING BY REFERENCE PARTS 1 THROUGH 6, AND 8 THROUGH 12 OF TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS (FIRST READING AND INTRODUCTION)

Resolution No. 7061 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, SETTING FORTH FINDINGS FOR REQUIRED AMENDMENTS TO THE 2019 CALIFORNIA BUILDING STANDARDS CODES RELATIVE TO LOCAL CLIMATIC, TOPOGRAPHIC AND GEOLOGIC CONDITIONS

AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None

PUBLIC UPDATE ON COVID-19:

Department Directors and Captain Marquez provided updates on COVID-19. City Manager Carmona provided an update on the drive through testing facility at the Alta-Med location. He further stated that a recovery continuity plan will be provided to City Council in the upcoming weeks and that a financial update on the impact COVID-19 has had on the City will be brought before the City Council at the next City Council meeting.

Mayor Pro Tem Elias inquired about updates on service calls from the Rivera Gardens facility; if the City has any current rules regarding face coverings; crime statistics to the hot spot area of Rosemead Boulevard and Washington Boulevard; and if nursing home facilities have been monitored. City Manager Carmona stated that Los Angeles County recently established an order mandating face coverings effective April 15, 2020. He further stated that the City will continue enforcing this and all other orders by contacting
the agency that oversees the nursing homes and city businesses, to ensure adherence to all orders are set in place as well as updating the residents via the City's social media accounts and website. Captain Marquez reported that last week there had been eight service calls relating to reports on missing and found persons and that year-to-date there has been an overall decrease in service calls to the Rivera Gardens facility. He continued to report that there has been a drop in part-one crimes citywide and there is no area of concern at this time.

Councilmember Dr. Sanchez asked if there has been any calls for service reporting non-essential businesses, specifically the smoke shops being open, to which Captain Marquez stated that no calls have been received and that the Sheriff's department has contacted non-essential businesses such as bars and restaurants to ensure that they have been complying with the closure order.

GOOD OF THE ORDER (INTERGOVERNEMENTAL AGENCY MEETINGS, AB 1234 REPORTS, NEW BUSINESS, OLD BUSINESS):

Councilmember Dr. Sanchez directed staff to coordinate with the Los Angeles County Federation of Labor to host a local food bank and the Sheriff's Station to assist with traffic and crowd control at the UAW in the city with a tentative date of April 28, 2020; reminded residents about the Armenian Genocide Commemoration on April 23, 2020; and both Councilmembers Dr. Sanchez and Tercero requested that staff look into other options to celebrate local veterans in lieu of the traditional Memorial Day event such as installation of commemoration banners.

Councilmember Salcido asked if local municipalities will be given the opportunity to apply for funding provided by the original federal stimulus package to which City Manager Carmona stated that at this time it has not been determined by the State or County, but there may be opportunities in the future as several rounds of the stimulus package are set to be released by the Federal Government and mentioned that staff will continue to search for other funding opportunities.

Mayor Pro Tem Elias requested placing the following two items on a future agenda: 1) a COVID-19 sustainability grant program for local businesses and 2) an emergency and temporary sales tax rollback to the previous sales tax to provide financial relief to residents during the current crisis. Mayor Camacho suggested discussing these items beforehand at the upcoming Economic Development Ad-Hoc Committee meeting.

Mayor and Councilmembers thanked staff for all their efforts during the current COVID-19 pandemic.

Recessed to Closed Session at 5:58 p.m.

ALL COUNCIL MEMBERS WERE PRESENT

Reconvened from Closed Session at 8:41 p.m.

ALL COUNCIL MEMBERS WERE PRESENT
CLOSED SESSION(S):

a. CONFERENCE WITH LABOR NEGOTIATORS
   Pursuant to Government Code Section 54957.6
   Agency Designated Representatives:
   City Manager Steve Carmona
   Assistant City Manager Katherine Fuentes
   Employee organization:
   Service Employees International Union, Local 721 – Part-time Unit

   City Attorney Alvarez-Glasman stated that direction was provided, no final action was taken and that there was nothing further to report.

b. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
   Pursuant to Government Code Section 54956.9(d)(2)
   Two Matters

   City Attorney Alvarez-Glasman stated that direction was provided, no final action was taken and that there was nothing further to report.

c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   Pursuant to Government Code Section 54956.8
   Property: 3900 Baybar Road, Whittier, CA 90601
   Agency Negotiator: City Manager Carmona
   Negotiating Parties: George Peterson, Centra
   Under Negotiation: Price and terms

   City Attorney Alvarez-Glasman stated that direction was provided, no final action was taken and that there was nothing further to report.

d. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   Pursuant to Government Code Section 54956.8
   Property: 11003 Sports Arena Drive, Pico Rivera, CA 90601
   Agency Negotiator: City Manager Carmona
   Negotiating Parties: Leba Inc.
   Under Negotiation: Price and terms

   City Attorney Alvarez-Glasman stated that direction was provided, no final action was taken and that there was nothing further to report.

ADJOURNMENT:

Mayor Camacho adjourned the City Council meeting at 8:42 p.m. There being no objection it was so ordered.

AYES: Elias, Salcido, Sanchez, Tercero, Camacho
NOES: None
Gustavo V. Camacho, Mayor

ATTEST:

Anna M. Jerome, City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated April 14, 2020 and approved by the City Council on April 28, 2020.

Anna M. Jerome, City Clerk
16th WARRANT REGISTER OF THE 2019 - 2020 FISCAL YEAR

MEETING DATE: 04/28/20

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**Vendor 429 - 1st Jon Inc Totals**

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**Vendor 856 - Active Network LLC Totals**

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**Vendor 694 - Aramark Totals**

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**Vendor 1836 - Bay Area Driving School, Inc. Totals**

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**Vendor 786 - Central Basin Municipal Water District Totals**

Invoices: 1

Total: $5,048.66

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**Vendor 959 - Control Automation Design, Inc Totals**

Invoices: 1

Total: $465.00

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**Vendor 345 - Cosby Oil Company Totals**

Invoices: 2

Total: $4,639.43

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Vendor 768 - Red Wing Shoe Store Totals
Invoices 7
Total $1,400.00

Vendor 420 - Robert Klein Printers

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Vendor 420 - Robert Klein Printers Totals
Invoices 2
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Vendor 378 - RSG, Inc

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Vendor 378 - RSG, Inc Totals
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Vendor 310 - Rush Truck Centers of California, Inc

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Vendor 310 - Rush Truck Centers of California, Inc Totals
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Vendor 726 - S & J Supply Co., Inc

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Vendor 726 - S & J Supply Co., Inc Totals
Invoices 2
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Vendor 1552 - S & S LaBarge Golf Inc

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Vendor Totals:  
- KOA Corp./CBM Consulting Inc.: $9,450.20  
- LA County Sheriffs Department: $1,039,216.17  
- Midamerica Administrative and Retirement Solutions: $2,070.00  
- Minuteman Press: $215.85  
- Oromill Lumber, Inc.: $91.98  
- Pacific Telemanagement Services (PTS): $110.11
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Vendor 1925 - Tifco Industries Inc

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Vendor 1721 - Torrent Printing

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Vendor 560 - US Bank Corporate Trust Services

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Vendor 304 - Vali Cooper & Associates, Inc.

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Vendor 695 - Vulcan Materials Co.

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To: Mayor and City Council

From: City Manager

Meeting Date: April 28, 2020

Subject: AWARD SUMMER FOOD SERVICE PROGRAM AGREEMENT FOR VENDED MEALS TO FOODSERVICE OUTREACH, INCORPORATED

Recommendation:

1. Authorize the award of an agreement with Foodservice Outreach, Inc. to provide vended meals for the Summer Food Service Program (SFSP), in an amount not-to-exceed $93,825.

Fiscal Impact:

The SFSP vended meal cost is estimated to be $93,825 for a maximum of 39,600 meals provided. All SFSP costs are reimbursed by the United States Department of Agriculture (USDA) as administered by the California Department of Education (COE) SFSP grant program. Sufficient funds have been allocated to the Parks and Recreation Summer Lunch Program Account (No. 100.80.8116) for Fiscal Year (FY) 2019-20 and will be budgeted accordingly for FY 2020-21. No additional appropriations are required.

Background:

The City of Pico Rivera has received grant funding to operate the SFSP since 2009. The Pico Rivera SFSP provides free breakfast and lunch meals for children 18 years and under at Rivera, Smith, Pico, Pio Pico, Rio Hondo, Rio Vista, and Veterans & Ladies Auxiliary Parks. During the 2019 summer, 25,994 meals were served.

Discussion:

A new agreement for vended meals must be executed as the previous agreement expired in August 2020. In February 2020, staff issued a Request For Bid (RFB) for SFSP vended meals (Enclosures 1 and 2), as required by the City’s Municipal Code, Chapter 3.20 Purchasing, and in compliance with the COE Summer Food Service Program’s Invitation for Bid and Agreement – Procurement of Vended Meals Guidelines. Staff received three (3) sealed bids (Enclosure 3) from Foodservice Outreach, Inc. (DBA: Pacific Catering, Inc.), School Nutrition Plus, Inc., and Better 4 You Meals. Foodservice Outreach, Inc. was the lowest responsive and responsible bidder (Enclosure 3).
Foodservice Outreach, Inc. is the current provider for the Los Angeles Regional Food Bank (over 75 sites), Boys and Girls Club of La Habra, and the cities of La Habra, Montebello, Placentia, and Alhambra. In addition, the City of Pico Rivera’s SFSP has operated successfully for the last 11 summers with them as the program’s food service vendor.

The agreement (Enclosure 4) requires the vendor to deliver meals directly to meal sites, provide a mixture of nutritious hot and cold meals at a set price, and to furnish the equipment necessary to maintain food temperatures at mandated levels per local and State guidelines. This agreement, in compliance with COE grant guidelines, also allows for four (4), one-year term extensions with Foodservice Outreach, Inc. Therefore, with the approval of this agreement the City will not be required to go to bid for vended meal services until the spring of 2025. In addition, approval of this agreement will complete the City’s annual application for acceptance by the California Department of Education for funding the 2020-21 Summer Food Services Program.

Recommendation:

Staff recommends the approval of an agreement with Foodservice Outreach, Inc. for the provision of vended meals for the annual SFSP.

Steve Carmona

SC:SP:kt

Enclosures: 1) SFSP Notice Inviting Bids
2) SFSP RFP
3) Bid Comparison
4) Agreement
NOTICE INVITING BIDS
SUMMER FOOD SERVICE PROGRAM

RFB 2020 – SFSP VENDOR

NOTICE IS HEREBY GIVEN that the City of Pico Rivera, California ("City") invites sealed Bids for the Project. The City will receive such Bids at the Parks and Recreation Administration Office, 6767 Possons Boulevard, Pico Rivera, California 90660 up to 9:00 a.m. on March 13, 2020, at which time they will be publicly opened and read aloud.

All Bids must be made on the form furnished by the City. Each Bid must be submitted in a sealed envelope addressed to the "City of Pico Rivera, Parks and Recreation – SEALED BID / RFB 2020- SFSP", clearly printed on the envelope.

SCOPE OF WORK. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of Bids. Actual quantities of Work to be performed may vary at the discretion of the City Engineer. Time for completion of the Work is forty (40) total Working Days from the date specified in the Notice to Proceed and shall be inclusive of the procurement time to furnish and install all materials associated with this project.

OBTAINING BID DOCUMENTS. Bidders may obtain free copies of the Specifications and other Contract Documents online by visiting http://www.pico-rivera.org/rfps/. Hard copies of the Contract Documents are not available at this time.

MINIMUM QUALIFICATIONS. Each Bidder shall must possess demonstrated experience, having five (5) years of experience as a food service provider and 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.

The successful Contractor must also possess a current City business license.

QUESTIONS. Bidders are required to post their questions to the City Project Contact online by visiting http://www.pico-rivera.org/rfps/. Questions are acceptable until 4:00 pm on or before Monday, March 9, 2020. Any questions submitted after March 9, 2020 will not be answered. Questions and answers and/or any responses will be issued by March 11, 2020 as an addendum. It is the Vendor’s responsibility to check online for any addenda that are released. Any changes or corrections to the original Bid Documents or any other information that will affect the completion of the award will be disseminated and posted on the City’s website (http://www.pico-rivera.org/rfps/). Bidders should acknowledge receipt of all addenda documentation (if any) with the submitted bid proposal.

CITY PROJECT CONTACT INFORMATION:
Name: Leticia Reyes
Contact Number: 562-801-4355
E-mail address: lreyes@pico-rivera.org

By: ___________________________ 2/19/2020
SDSP Coordinator Date
Published: February 25, 2020 Whittier Daily News Ad#11366673

NOTICE INVITING BIDS
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>
<td></td>
<td></td>
</tr>
</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>Leticia Reyes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td>6767 Passons Boulevard</td>
</tr>
<tr>
<td>CITY</td>
<td>Pico Rivera</td>
</tr>
<tr>
<td>STATE:</td>
<td>CA</td>
</tr>
<tr>
<td>ZIP CODE:</td>
<td>90660</td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
<td>562-801-0671</td>
</tr>
</tbody>
</table>

BID OPENING

| DATE:             | March 13, 2020 |
| TIME:             | 9:30 a.m. |
| LOCATION:         | Parks and Recreation Administration / 6767 Passons Boulevard / Pico Rivera, CA 90660 |

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.

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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

| TITLE | DATE |

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.

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:

| SIGNATURE | DATE |
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>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED AGENT (CONTRACTOR)</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
</table>

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>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF CONTRACTOR</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED AGENCY REPRESENTATIVE</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
</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.
## SCHEDULE A

### SITES WHERE THE SFSP PROGRAM WILL OPERATE

<table>
<thead>
<tr>
<th>NAME OF CENTER</th>
<th>ADDRESS AND TELEPHONE NUMBER</th>
<th>AUTHORIZED DESGNEE</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>
</tbody>
</table>
### SCHEDULE A-2

**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>
</table>
## SUMMER FOOD SERVICE PROGRAM MEAL PATTERN

<table>
<thead>
<tr>
<th>FOOD COMPONENTS</th>
<th>BREAKFAST</th>
<th>LUNCH OR SUPPER</th>
<th>SNACK¹ (choose two of the four)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Milk</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Milk, fluid</td>
<td>1 cup (8 fl. oz.)²</td>
<td>1 cup (8 fl. oz.)³</td>
<td>1 cup (8 fl. oz.)²</td>
</tr>
<tr>
<td><strong>Vegetable(s) and/or Fruit(s)</strong></td>
<td></td>
<td></td>
<td></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</td>
<td>3/4 cup total⁴</td>
<td>3/4 cup</td>
</tr>
<tr>
<td></td>
<td>1/2 cup (4 fl. oz.)</td>
<td></td>
<td>3/4 cup (6 fl. oz.)</td>
</tr>
<tr>
<td><strong>Grains/Breads⁵</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bread</td>
<td>1 slice (.9 oz.)</td>
<td>1 slice (.9 oz.)</td>
<td>1 slice (.9 oz.)</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>1 serving</td>
<td>1 serving</td>
<td>1 serving</td>
</tr>
<tr>
<td></td>
<td>3/4 cup or 1 oz.⁶</td>
<td></td>
<td>3/4 cup or 1 oz.⁶</td>
</tr>
<tr>
<td></td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
</tr>
<tr>
<td></td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
</tr>
<tr>
<td><strong>Meat/Meat Alternates⁷</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>
</tr>
<tr>
<td></td>
<td>1 oz.</td>
<td>2 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td></td>
<td>1/4 cup</td>
<td>1/2 cup</td>
<td>1/4 cup</td>
</tr>
<tr>
<td></td>
<td>1 large egg</td>
<td>1 large egg</td>
<td>1 large egg</td>
</tr>
<tr>
<td></td>
<td>1/4 cup</td>
<td>1/2 cup</td>
<td>1/4 cup</td>
</tr>
<tr>
<td></td>
<td>2 Tbsp.</td>
<td>4 Tbsp.</td>
<td>2 Tbsp.</td>
</tr>
<tr>
<td></td>
<td>1 oz.⁷</td>
<td>1 oz.⁷</td>
<td>1 oz.⁷</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*
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>Grain/bread</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vegetable/Fruit</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Milk, fluid</td>
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<td></td>
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<tr>
<td></td>
<td>Other</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>A.M. Snack</td>
<td>Grain/bread</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vegetable/Fruit</td>
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<tr>
<td></td>
<td>Milk, fluid</td>
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<td></td>
<td>Other</td>
<td></td>
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</tr>
<tr>
<td>Lunch</td>
<td>Grain/bread</td>
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<tr>
<td></td>
<td>Vegetable/Fruit</td>
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<tr>
<td></td>
<td>Milk, fluid</td>
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<td></td>
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<tr>
<td></td>
<td>Other</td>
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</tr>
<tr>
<td>P.M. Snack</td>
<td>Grain/bread</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vegetable/Fruit</td>
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<tr>
<td></td>
<td>Milk, fluid</td>
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<tr>
<td></td>
<td>Other</td>
<td></td>
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</tr>
<tr>
<td>Supper</td>
<td>Grain/bread</td>
<td></td>
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<tr>
<td></td>
<td>Vegetable/Fruit</td>
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<tr>
<td></td>
<td>Milk, fluid</td>
<td></td>
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<tr>
<td></td>
<td>Other</td>
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</tbody>
</table>
ENVELOE

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. 20

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
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

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

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

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

INSERT NAME, TITLE

Dated: ________________________    Dated: _____________________________

ATTEST:

___________________________ ___________________________________
Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

___________________________ ___________________________________
Arnold M. Alvarez-Glasman, City Attorney
EXHIBIT “A”

SUMMER FOOD SERVICE PROGRAM RFB
RFB 2020 – SFSP Vendor
INSERT HERE

EXHIBIT “B”

AWARDED VENDOR’S BID
INSERT HERE
## BID COMPARISON

**Solicitation Number:** RFB 2020 - SFSP Vendor  
**Bid Opening:** 3/16/20  
**Completed By:** Leticia Reyes

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AGREEMENT NO. _______
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
FOODSERVICE OUTREACH, INCORPORATED

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and Foodservice Outreach Incorporated, D.B.A. Pacific Catering, ("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 March 12, 2020 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 March 12, 2020 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 NINETY THREE THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS ($93,825.00) 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:
Foodservice Outreach, Inc.
D.B.A. Pacific Catering
Attn: Steve Frobisher, President
722 Williamson Avenue
Fullerton, CA 92832

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  

“CONTRACTOR”  
FOODSERVICE OUTREACH, INC.  
D.B.A PACIFIC CATERING

______________________________  __________________________  
Gustavo V. Camacho, Mayor  
Steve Frobisher, President

Dated: ________________________  Dated: _____________________ 

ATTEST:  

___________________________  _________________  
Anna M. Jerome, City Clerk  
Arnold M. Alvarez-Glasman, City Attorney

APPROVED AS TO FORM:
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-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 XXX 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 XXX.

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** - Complete Schedule A through C

a. Sign and insert addendums in chronological order, as applicable.

**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>1</td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lunch</td>
<td>1</td>
<td>45</td>
<td></td>
<td></td>
</tr>
</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
NAME: Leticia Reyes
ADDRESS: 6767 Passons Boulevard
CITY: Pico Rivera
STATE: CA
ZIP CODE: 90660
TELEPHONE NUMBER: 562-801-0671

DATE: TIME: LOCATION: ISSUE DATE:

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>
</tr>
</thead>
<tbody>
<tr>
<td>STREET ADDRESS</td>
<td>TELEPHONE NUMBER</td>
</tr>
<tr>
<td>CITY</td>
<td>STATE</td>
</tr>
</tbody>
</table>

TOTAL ESTIMATED AMOUNT OF BID

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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE
TITLE
DATE

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>
</tr>
</thead>
</table>

SIGNATURE OF AGENCY REPRESENTATIVE

PROCUREMENT METHOD: (Check One)
<table>
<thead>
<tr>
<th>FOR CDE USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>This contract was reviewed for compliance with 7 CFR, Part 226 and or 225 by:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
</table>
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.
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>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF CONTRACTOR</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED AGENCY REPRESENTATIVE</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
</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.
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.
GENERAL CONDITIONS

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 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.
### SUMMER FOOD SERVICE PROGRAM MEAL PATTERN

<table>
<thead>
<tr>
<th>SNACK¹</th>
<th>LUNCH OR (choose two of)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk</td>
<td></td>
</tr>
<tr>
<td>Vegetable(s) and/or Fruit(s)</td>
<td>Vegetable(s) and/or fruit(s) or 1/2 cup</td>
</tr>
<tr>
<td></td>
<td>Full-strength vegetable or fruit juice or 1/2 cup (4 fl)</td>
</tr>
<tr>
<td>Grains/Breads⁵</td>
<td></td>
</tr>
<tr>
<td>Bread</td>
<td>1 slice (.9 oz.)</td>
</tr>
<tr>
<td></td>
<td>Cornbread, biscuits, rolls, muffins, etc., or 1 serving</td>
</tr>
<tr>
<td></td>
<td>Cold dry cereal or 3/4 cup or 1</td>
</tr>
<tr>
<td>Meat/Meat Alternates⁷</td>
<td>(optional)</td>
</tr>
<tr>
<td>Lean meat, poultry, fish or</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Cheese or</td>
<td>1 oz.</td>
</tr>
<tr>
<td>Cottage cheese or</td>
<td>1/4 cup</td>
</tr>
<tr>
<td>Eggs or</td>
<td>1 large egg</td>
</tr>
<tr>
<td>Cooked dry beans, peas, or</td>
<td>1/4 cup</td>
</tr>
</tbody>
</table>
For the purpose of this table, a cup means a standard measuring cup.

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>
BID FORM

Name of Company: FOODSERVICE OUTREACH INC DBA PACIFIC CATERING

Type of Company: FOODSERVICE

Company Address: 772 WILLIMSON AVE.

Company Phone: 714) 996-4603 Fax: 714) 525-2971

Number of years the company has been in food service business: 30

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>Meal Type</th>
<th>A. Estimated Servings Per Day</th>
<th>B. 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>1.55</td>
<td>23,366.25</td>
</tr>
<tr>
<td>Lunch</td>
<td>545</td>
<td>45</td>
<td>2.83</td>
<td>69,405.75</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: [Signature]

Date: 3/12/20

Printed Name and Title: STEVE FRAZIER PRES

E-Mail: SLAE@SBCGLOBAL.NET
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:**

**Address:**

**Phone Number:**

**Fax Number:**

**Dollar Value of Contract:**

**Contract Dates:**

**Requirements of Contract:**

---

**Company Name:**

**Address:**

**Phone Number:**

**Fax Number:**

**Dollar Value of Contract:**

**Contract Dates:**

**Requirements of Contract:**

---

**Company 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
NAME: Leticia Reyes
ADDRESS: 6767 Passons Boulevard
CITY: Pico Rivera
STATE: CA
ZIP CODE: 90660
TELEPHONE NUMBER: 562-881-0671

BID OPENING
DATE: March 13, 2020
TIME: 9:30 a.m.
LOCATION: Parks and Recreation Administration / 6767 Passons Boulevard / Pico Rivera, CA 90660

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.

NAME OF COMPANY: FOOD SERVICE OUTREACH INC.
DBA: PACIFIC MEALS
STREET ADDRESS: 722 WILLIAMSON AVE
CITY: FULLERTON
STATE: CA
ZIP CODE: 92832
FEDERAL ID NUMBER: 53-0848118
TELEPHONE NUMBER: (714) 486-0082, (714) 525-2571

TOTAL ESTIMATED AMOUNT OF BID: $42,772
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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

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.

SIGNATURE OF AGENCY REPRESENTATIVE

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:

SIGNATURE

DATE
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 USC1368], 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.

---

NAME OF CONTRACTOR

FOOSERVICE OUTREACH INC. PACIFIC ATOMIC

SIGNATURE OF AUTHORIZED AGENT (CONTRACTOR) DATE

[Signature] 3/12/20

TITLE

PRESIDENT
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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<tbody>
<tr>
<td></td>
<td>President</td>
<td>3/12/20</td>
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<tr>
<th>NAME OF CONTRACTOR</th>
<th>DBA</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fooservice Outreach, Inc.</td>
<td>Pacific Catamaran</td>
<td></td>
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</tbody>
</table>

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.

<table>
<thead>
<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.
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.
<table>
<thead>
<tr>
<th>FOOD COMPONENTS</th>
<th>SERVING SIZE</th>
<th>DAY 6</th>
<th>DAY 7</th>
<th>DAY 8</th>
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<td>Breakfast</td>
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<td>Cereal 2 oz</td>
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</table>
Pacific Catering
722 Williamson Ave Fullerton

PASS

This food facility was inspected and deemed to be in substantial compliance with California Health and Safety Code.

L. Fuertes
Specialist Name

12/06/19
Date of Inspection

Within a reasonable time of request, the food facility operator will provide a copy of the most recent Inspection Report for review.

To report a foodborne illness or an unhealthy or unsanitary condition at a food facility, please call:
HCA Environmental Health 24-Hour Hotline at (714) 433-6000
or e-mail HCA Environmental Health at:
ehealth@ochca.com

Visit the HCA Environmental Health website for more information:
www.ocfoodinfo.com
Dear Owner/Operator:

Below is your health permit. Please detach it and post it in a conspicuous place at your facility. This permit is valid for the location, type of business, and owner noted unless suspended or revoked. Health Permits are not transferable nor refundable. This permit is not valid for any off-site operations. Health Permits are issued on an annual basis upon payment of all health service fees owed. Your Health Permit will expire on the date listed below. This permit becomes void and invalid in the event of a change of ownership, unpaid balances on any invoice, or if the permit is suspended or revoked.

BILLS WILL BE SENT TO:

FOODSERVICE OUTREACH INC
PO BOX 7082
FULLERTON, CA 92832

PLEASE NOTE CORRECTED ADDRESS INFORMATION BELOW AND MAIL OR E-MAIL US AT ADDRESS ABOVE

THIS PERMIT MUST BE POSTED IN A CONSPICUOUS LOCATION
Permits to operate are NOT TRANSFERABLE NOR REFUNDABLE.
This permit is valid for the noted owner, location, and type of business only.

ENVIRONMENTAL HEALTH
1241 EAST DYER ROAD, SUITE 120, SANTA ANA, CA 92705-5611
(714) 433-6000

Type of Business: CATERING 2000-5999 SQ FT - COMPLEX (0128)
Owner: FOODSERVICE OUTREACH INC
Name of Business: PACIFIC CATERING
Location: 722 WILLIAMSON AVE
FULLERTON, CA 92832

EXPIRES AUGUST 2020
Permits are valid until the last day of the month listed above
Learn2Serve Food Protection Manager Certification

THIS CERTIFIES THAT
STEVE FROBISHER
HAS ACHIEVED THE TITLE OF
Certified Food Protection Manager

Craig Douglas, Sr. Director of Product Development & Compliance

Issue Date: 2/24/2016
Certificate Number: L2SC-2-004363-Test B10
This certificate is only valid for five years from date of issue

Completion Information:

Completion Date: 2/24/2016
Exam Score: 82.687
Provider Name: 360training.com
Provider Number: 0975

Congratulations on becoming a Certified Food Protection Manager.

Learn2Serve also provides training courses in:
Food Safety Handler, Alcohol Seller/Server, HACCP, and Sexual Harassment

Please contact us today to learn more about how you can take advantage of these quality courses, or visit www.Learn2Serve.com.

STEVE FROBISHER
722 WILLIAMSON AVE
FULLERTON CA 92832 US
To: Mayor and City Council

From: City Manager

Meeting Date: April 28, 2020

Subject: REQUEST FOR APPROVAL OF THE 2020 FIREWORKS STAND PERMITS

Recommendation:

1. Approve the attached list of fireworks stand applications and authorize the issuance of permits to operate.

Fiscal Impact:

The City of Pico Rivera collects the following fees from each fireworks stand operator:

- $600 Application Fee
- $350 Administration and Enforcement Cost Recovery Fee
- $500 Refundable Damage Deposit
- $100 From the Fireworks Distributor

Fireworks distributors are solely selected by the non-profit organizations. This year, there are two (2) distributors working with the City’s non-profits: TNT Fireworks and Phantom Fireworks. The City receives revenue designed to cover the costs related to processing applications and inspecting the fireworks stands.

Discussion:

The Pico Rivera Municipal Code (PRMC) regulates the use and sale of fireworks. The PRMC, Chapter 8.36.040, establishes the procedure for obtaining a permit. Each year a list of all qualified applicants is presented to the City Council for formal approval. Upon approval by the City Council, fireworks permits are issued.

The fireworks stand must be operated by a local non-profit organization and the non-profit must have its principal and permanent meeting place within City boundaries and must have been established for a minimum of one (1) year continually preceding the filing of the application. Additionally, the non-profit must have at least 20 members of which at least 50% must reside, work or maintain a place of business in the City of Pico Rivera.
On January 15, 2020, the City mailed an invitation letter to all previous fireworks stand permit holders for a mandatory meeting held on January 27, 2020. The meeting provided applicants with information regarding the City’s Firework Application submittal process. During the meeting, applicants received a Retail Firework Permit Application packet which was due to the City on February 14, 2020. Each applicant was required to submit the following:

- Property owner(s) authorization for the use of space
- Agreement with the fireworks supplier
- A diagram showing the exact location of the stand in relation to adjacent streets and any other structures on the lot or adjacent lots
- A list containing a minimum of 20 members of the organization and proof that 50% of the members reside or are employed by the City or are owners or operators of a business or other establishment located in the City, including their names, address, and telephone numbers, as of the date of the application
- Plot plan for location of the temporary structure
- Application for an Electrical Permit
- Liability Insurance in the amount of $1,000,000
- The fees and deposit listed above

The list of qualifying applicants is then presented to the City Council for formal approval. Upon approval by the City Council, Fireworks Permits will be issued. Fireworks Stands are allowed to be erected starting at 12:00 p.m. on June 20, 2020 and a City Inspector will then inspect all nine (9) stands. Fireworks stands are permitted to sell merchandise from 12:00 p.m. on July 1, 2020 through 12:00 a.m. on July 5, 2020. By July 17, 2020, all fireworks stands are to be dismantled and the location cleaned of all debris.

**Conclusion:**

The Fireworks Stands Permit approval will provide non-profit organizations in Pico Rivera with the opportunity to earn funds for their organizations. Firework Stand operators will be required to practice social distancing protocols to protect employees and customers from the impacts of COVID-19.

Steve Carmona

SC:MG:CM:smc

Enclosures: 1) List of Applicants
2) Map of Stand Locations
<table>
<thead>
<tr>
<th>Organization Name/Firework Vendor</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Stand Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alice M. Birney School Dad’s Club Firework Company TNT</td>
<td>Leonard Atencio</td>
<td>(562) 395-0501</td>
<td>Dollar Tree Parking Lot 9425 Telegraph Rd. #116 N/E Corner of Telegraph Rd. &amp; Passons Blvd. Zoning: General Commercial C-G</td>
</tr>
<tr>
<td>American Legion Post 411 Firework Company TNT</td>
<td>Rosie Rios</td>
<td>(562) 454-5168</td>
<td>Cross Road Plaza 9180 Whittier Blvd Corner of Whittier Blvd &amp; Lindsey Ave Zoning: Commercial Planned Development CPD</td>
</tr>
<tr>
<td>Hope Community Inc. Phantom Firework Company</td>
<td>Marilyn Crowler</td>
<td>(562) 948-1881</td>
<td>Autozone 9350 Whittier Blvd S/W Corner of Whittier Blvd &amp; Passons Blvd Zoning: Commercial Planned Development CPD</td>
</tr>
<tr>
<td>Pico Rivera Dons Football for Youth TNT Firework Company</td>
<td>Frank Mendoza</td>
<td>(562) 320-1595</td>
<td>Salgado Tire Service Parking Lot 9022 Beverly Blvd N/E Corner of Rosemead Blvd. &amp; Beverly Road. Zoning: General Commercial C-G</td>
</tr>
<tr>
<td>Pico Boys Baseball League, Inc. TNT Firework Company</td>
<td>Elizabeth Morales</td>
<td>(562) 457-7111</td>
<td>Sloan’s Dry Cleaners Parking Lot 8923 Beverly Blvd N/W Corner of Rosemead Blvd. &amp; Beverly Blvd. Zoning: General Commercial C-G</td>
</tr>
<tr>
<td>ICISA Presbiterio De California Iglesia TNT Firework Company</td>
<td>Rosa Lima</td>
<td>(323) 437-7508</td>
<td>Food 4 Less Parking Lot 8620 Whittier Blvd S/W Corner of Whittier Blvd &amp; Lexington Zoning: Commercial Planned Development CPD</td>
</tr>
</tbody>
</table>

Community Development Director’s signature constitutes only a certification of zoning and location but may be subsequently approved on the application and permit per Pico Rivera City Code 8.36.020.

Approved By [Signature] Date 4/73/20
Firework Stand Locations
To: Mayor and City Council
From: City Manager
Meeting Date: April 28, 2020
Subject: FISCAL YEAR 2019-20, THIRD QUARTER BUDGET UPDATE

Recommendation:

1. Approve a resolution amending the 2019-20 Adopted Budget as outlined in Enclosure 1 (Exhibit A); and

2. Authorize the suspension of the following Parks and Recreation Programs: Tiny Tots, Special Events, Aquatics, Camps, Adaptive Recreation, Business and Family Engagement, Trips and Tours and Youth Sports until June 30, 2020.

Fiscal Impact:

The approved Fiscal Year (FY) 2019-20 budgeted revenues are projected to decrease by $1.84 million. The City of Pico Rivera (City) implemented a series of precautions as mandated by the State and County authorities. The City has estimated a decrease in sales tax for the current fiscal year. The Finance Department (Finance) recommends utilizing any unspent monies through the end of the fiscal year to help balance the FY 2019-20 budget.

Discussion:

On July 16, 2019, the City Council approved a balanced budget for FY 2019-20. The adopted budget had an operating revenue totaling $42,973,300 versus operating expenditures of $42,973,300, for a balanced budget at $0 utilizing vacancy savings. At the March 24, 2020 City Council meeting, the City approved an amended budget to further balance the City’s budget by reducing expenditures, closing general funds that fund Capital Improvement Projects and utilizing vacancy savings. On April 2, 2020, Governor Gavin Newsom introduced a program for small businesses affected by COVID-19 to defer sales tax obligations for 12 months. This program will affect revenue projections for Fiscal Year 2019-20 and 2020-21. The initial assessment of sales tax deferral for FY 2019-20 will be approximately $1.2 million. This is assuming that all businesses that qualify for the program will defer the maximum allowable amount per the program.
On April 9, 2020 City staff met with HDL to discuss the most recent sales tax trends. HDL stated the current sales tax projections do not include amounts that may be deferred as part of the States Sales Tax Deferral Program. Please refer to Table 1 for a summary of the FY 2019-20.

Table 1. Revenue and Expenditure Projections by Year-End

<table>
<thead>
<tr>
<th>FY 2019/20</th>
<th>Adopted Budget</th>
<th>March 24th Estimated YE</th>
<th>April 28th Estimated YE</th>
<th>Deferral Reduction $1,200,000</th>
<th>FY 2019-20 Estimated YE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>$42,973,300</td>
<td>$42,100,024</td>
<td>$41,265,521</td>
<td>($1,200,000)</td>
<td>$40,065,521</td>
</tr>
<tr>
<td>Expenditures</td>
<td>$42,973,300</td>
<td>$41,904,853</td>
<td>$41,904,853</td>
<td>$0</td>
<td>$41,904,853</td>
</tr>
<tr>
<td>Total Deficit FY 19-20</td>
<td>$0</td>
<td>$195,171</td>
<td>($639,332)</td>
<td>($1,200,000)</td>
<td>($1,839,332)</td>
</tr>
</tbody>
</table>

Revenue

The City will continue to face significant decreases in revenue and is projected to lose an additional $834,503 in sales tax by the end of the FY 2019-20. This amount includes both Bradley Burns and Measure P. In addition, the City is projected to see an additional $1.2 million in deferred sales tax. This amount is estimated to be repaid in installments to the City beginning August 31, 2021 through July 2021. Unfortunately, these projections do not include any impacted revenue to building permits, planning permits, parking enforcement, transient occupancy tax or Parks and Recreation programs. The total estimated reduction in revenue is approximately $2,034,035.

Expenditures

On March 24, 2020, the City Council approved modifications to various department expenditures in a total reduction of $41,904,853. As of March 31, 2020 the departments utilized 63% of their budgets City wide. See table 2 below.

Table 2. Expenditures

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>FY 16-17 ACTUALS</th>
<th>FY 17-18 ACTUALS</th>
<th>FY 18-19 ACTUALS</th>
<th>FY 19-20 ADOPTED</th>
<th>FY 19-20 AMENDED</th>
<th>FY 19-20 3RD QUARTER ACTUALS</th>
<th>Percentage of Budget Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL FUND OPERATING EXPENDITURES</td>
<td>$41,256,484</td>
<td>$48,968,173</td>
<td>$39,656,950</td>
<td>$42,973,300</td>
<td>$41,904,853</td>
<td>$26,523,436</td>
<td>63%</td>
</tr>
</tbody>
</table>

The Finance Department does not have specific recommendations for reductions in the line item “Expenditures” at this time since the financial impacts of COVID-19 are difficult to determine. Finance is working diligently to quantify the effects by conducting analysis on expenditures on all departments.
Finance recommends the suspension of the following Parks and Recreation Programs:

- Tiny Tots: pre-kindergarten program.
- Special Events: community wide events such as Memorial Day.
- Aquatics: summer pool program offering swimming lessons and recreational swimming.
- Camps: provide themed activities including crafts, sports, cooking and excursions.
- Adaptive Recreation: events and activities with individuals with disabilities.
- Business and Family Engagement: provides community with friendly family programming to engage families.
- Trips and Tours: programming offering excursions to family friendly events.
- Youth Sports: coordination of traditional sports programs for youth.

The suspension of these programs would include postponement of purchasing program supplies and hiring of part-time staff as needed to operate such programs.

**Adjustments**

Table 3 below summarizes the General Fund proposed adjustments to the FY 2019-20.

**Table 3. General Fund Budget Adjustments**

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.00.0000-****</td>
<td>GENERAL FUNDS SALES TAX</td>
<td>$(2,034,035)</td>
</tr>
<tr>
<td></td>
<td>Total Requested Adjustments</td>
<td>$(2,034,035)</td>
</tr>
</tbody>
</table>

**Conclusion:**

The budget adjustments proposed in this report are intended to reflect changes in sales tax trends due to the COVID-19 crisis. The “Safer at Home” orders and programs implemented at the State level to help small businesses will have significant impact to the City’s Sales Tax Revenue. The current COVID-19 impacts have been estimated at $2,034,035. This is due to the loss of revenue from a slowing economy and the sales tax deferral program implemented from the State.

On March 24, 2020, the City Council amended the FY 2019-20 budget to $41,904,853. As of March 31, 2020, the City is showing approximately $26.5 million in expenditures.
The COVID-19 crisis has caused the City to expend 63% of its resources through 75% of the fiscal year which consequently has lead the City to significantly reduce programing and operations.

Steve Carmona

SC:CC:ep

Enclosure: 1) Resolution (Exhibit A)
RESOLUTION NO.____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING THE FISCAL YEAR 2019-20 BUDGET FOR THE PURPOSE OF UPDATING OPERATING AND CAPITAL IMPROVEMENT PROGRAM APPROPRIATIONS TO MEET CURRENT NEEDS

WHEREAS, the City of Pico Rivera approved an operating and capital budget on July 16, 2019; and

WHEREAS, updated expenditure needs require adjustments to appropriations in order to make modifications the general fund budget; and

WHEREAS, the budget adjustments are listed on Exhibit A to this resolution and will impact various funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

SECTION 1. Appropriate funds from available fund balance from the funds listed on Exhibit A.

SECTION 2. Amend the Fiscal Year 2019-20 budgets of each of the funds in the amounts listed on Exhibit A.

SECTION 3. Direction is provided to City Manager and appropriate staff to suspend non COVID-19 related Parks and Recreation programs until June 30, 2020 or until further action or direction of the City Council.

SECTION 4. The City Clerk shall attest to the passage of this resolution and it shall thereupon be in full force and effect.

APPROVED AND PASSED this 28th day of April, 2020.

_________________________________.
Gustavo V. Camacho, Mayor
RESOLUTION NO.____
Page 2 of 2

ATTEST:  

___________________________________  
Anna M. Jerome, City Clerk

APPROVED AS TO FORM:  

___________________________________  
Arnold M. Alvarez-Glasman, City Attorney

AYES:  

NOES:  

ABSENT:  

ABSTAIN:
CITY OF PICO RIVERA
FY 2019-20 Mid-Year Budget Adjustment Worksheet

Department: GENERAL FUND
Division: 
Approved by: 
Date of Approval: 

EXPENDITURES:

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount of Increase or Decrease</th>
<th>Reason</th>
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</table>

Total Requested Adjustments 0

REVENUES:

<table>
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<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Account Description</th>
<th>Amount Decreased</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GENERAL FUNDS TOTALS</td>
<td>(2,034,035)</td>
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<tr>
<td>2</td>
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</table>

Total Requested Adjustments (2,034,035)
**CITY OF PICO RIVERA**  
**FY 2019-20 Mid-Year Budget Adjustment Worksheet**

**Department:** Sales Tax  
**Division:**  
**Approved by:**  
**Date of Approval:**

### EXPENDITURES:

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Description</th>
<th>Amount of Increase or (Decrease)</th>
<th>Reason</th>
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<tr>
<td><strong>Total Requested Adjustments</strong></td>
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### REVENUES:

<table>
<thead>
<tr>
<th>Account Number (Fund-Dept-Object-Project)</th>
<th>Description</th>
<th>Amount Requested</th>
<th>Reason</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Sales &amp; Use Taxes</td>
<td>(478.035)</td>
<td>Reduced sales tax revenue.</td>
</tr>
<tr>
<td>2</td>
<td>Sales &amp; Use Taxes - Measure P</td>
<td>(356.000)</td>
<td>Reduced sales tax revenue.</td>
</tr>
<tr>
<td>3</td>
<td>Sales &amp; Use Taxes</td>
<td>(600.000)</td>
<td>Reduced sales tax revenue due to State deferral program</td>
</tr>
<tr>
<td>4</td>
<td>Sales &amp; Use Taxes - Measure P</td>
<td>(600.000)</td>
<td>Reduced sales tax revenue due to State deferral program</td>
</tr>
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<tr>
<td><strong>Total Requested Adjustments</strong></td>
<td><strong>(2,034.035)</strong></td>
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</table>