REQUEST FOR PROPOSALS

FRESH PRODUCE: K-12 Meal Program and Early Education Meal Program

RFQ/P No. FP-2018

MAIL OR DELIVER PROPOSALS TO:
San Francisco Unified School District
Purchasing Department
RFQ/P No. FP-2018
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

PROPOSAL DUE DATE AND TIME:
January 17, 2019, 2:00 pm Room 123

- Competitive proposals for the specified material and/or service must be received by the San Francisco Unified School District’s Purchasing Department, on or before the due date and time specified herein.
- As a requirement of this solicitation, bidders are required to respond according to the instructions contained in this Request for Best Value Proposal. Bidders will respond utilizing the format, forms and other criteria indicated in this request.
- Bidder responses that do not comply with the format, forms and other criteria indicated, may be rejected. The District reserves the right to refuse all proposals.
- Proposals transmitted by facsimile, email or other electronic communication will not be considered. Proposals received after the due date and time will be rejected.
- To preserve the integrity of this request, bidders are requested not to contact any individual within the District other than the District’s Purchaser as indicated in Item #23 of the Special Terms and Conditions.

MANDATORY CONFERENCE:
January 3, 2019, 11:00 am – 12:00 pm
135 VAN NESS AVENUE, Room 210
SAN FRANCISCO, CA 94102
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Timeline | Date
--- | ---
Request Issued | December 12, 2018
Request Mailed | December 12, 2018
Request Advertisement #1 | December 12, 2018
Request Advertisement #2 | December 19, 2018
Question Deadline | December 26, 2018
Mandatory Conference | January 3, 2019
Question and Answer Posting | January 10, 2019
Samples Due Date | January 16, 2019
Proposal Due Date | January 17, 2019
Staff Notification of Apparent “Best Value” Proposal | January 24, 2019
Vendor Notification of Intent to Protest Best Value Determination | January 28, 2019
Protest Period Ends | January 31, 2019
Intent to Award Notice and Board of Education Meeting | TBA
I. INTRODUCTION

The San Francisco Unified School District ("District" or SFUSD"), on behalf of the District’s Student Nutrition Services Department, is calling for proposals to furnish Groceries and Frozen Foods to select District sites as detailed in this invitation for Best Value Proposal.

Student Nutrition Services is a student centered, equitable, and financially stable school food eco-system that provides dignified meal experiences and engages all students in eating fresh, healthy food. Our mission is to nourish our students every day with quality food that enables them to thrive inside and outside the classroom, as we innovate to strengthen SFUSD’s school food eco-system.

SFUSD’s Student Nutrition Services (SNS) department operates the largest public food service program in San Francisco, providing 20,000 lunches, 7,500 breakfasts, 6,000 suppers and 3,000 after-school snacks (48,000 pounds of food) on a daily basis. Of which, 5,500 meals are produced by SNS staff, from products purchased in this request. SNS is committed to ensuring students are properly nourished throughout the school day so they are prepared to learn and achieve academically.

The national trend, from the Healthy Hunger Free Kids Act to the Let’s Move Campaign, is focused on ensuring health and wellness for all students, including access to freshly prepared food, nutrition education, and fresh produce. On April 28, 2015, the Board of Education approved its comprehensive Wellness Policy, recognizing student wellness as a core District value; on June 23, 2015, the District updated its Nutrition Guidelines consistent with the policies and guiding principles of the HHFKA and Let’s Move Campaign.

SNS wholeheartedly embraces and supports these efforts and continues the District’s commitment to student health by designing menus that limit fats, sodium, and sugar while increasing dietary fiber, fruits, vegetables, whole grain products, and legumes. The department continues to develop new, innovative, and student friendly menus, that better meet student needs. SNS is currently piloting new scratch cooking recipes and processes and expects to expand these offerings over the next one to four years. Hence, the selected Vendor should expect deviations from the specific products listed on the attached bid sheet over the course of the contract. The successful proposer will collaborate with SNS to source and deliver products needed for scratch cooking.

SNS is also committed to supporting the District’s sustainability goals, by increasing the use of sustainably produced, locally grown products, including animal products raised without the use of non-therapeutic antibiotics. On May 24, 2016, SFUSD adopted the Good Food Purchasing Program (GFPP) to codify the District’s commitment to food procurement that supports the local economy, reduces our environmental footprint, supports workers throughout the food system, treats animals humanely, and supports health and wellness.

The successful Vendor must have adequate financial resources to perform the Contract, be able to comply with the Contract performance schedule taking into consideration all existing other business commitments, must meet the requirements set forth in this Request for Best Value Proposal; be able to provide the services outlined herein; have a satisfactory performance record; have a satisfactory record of integrity and business ethics; have the necessary organization, personnel, experience, accounting and operational controls, technical skills, equipment and facilities; and be otherwise qualified and eligible to receive an award under applicable state and federal laws and regulations.

Bidders should read this Request for Best Value Proposal carefully and review all instructions contained herein. Incomplete or incorrect proposals may be rejected as not conforming to the requirements of the request. Proposals submitted on other than the prescribed forms contained in this request will be rejected. Bidders may copy the forms contained in this request for use in their proposal submission, but substituted forms or formats are unacceptable.
SPECIAL TERMS AND CONDITIONS

1. INTENT
The San Francisco Unified School District "District" as mentioned herein, on behalf of the District’s Student Nutrition Services Department, will receive sealed proposals to furnish Fresh Produce to select District delivery sites as detailed herein.

2. CONTRACT PERIOD
The term of this Agreement shall be February 1, 2019 to January 31, 2020. This Agreement may be extended for a period or periods of up to four (4) additional years at the sole discretion of the District.

3. BEST VALUE SELECTION PROCESS
The contract will be awarded to the “best value” proposal. In determining the award, the District will weigh proposals based on (1) total bid price, and (2) the total number of “qualification points” scored using a 500-point weighted scale format under five (5) Qualification Categories. The district will be the sole determinant of the winning bidder who has complied with the specifications.

(1) Bid Sheets
The quantities and items listed on the Bid Sheets (Attachment B) are for bid purposes only. The actual quantities and products to be purchased under the Contract will be dictated by the actual needs of the District and both are subject to change.

Bidders must bid on all items listed on the Bid Sheets. Bidders must show the unit price for each item, extension and grand total of all items in this proposal. Bidders must state the pack size offered, if different, from the one specified.

Bidders must enter their bid prices on the attached Bid Sheets in Microsoft Excel and compute both the extensions and the grand total. If there is a discrepancy in the Bid Sheet calculation, the District will make the necessary correction and arrive at a new total.

Completed Bid Sheets should be saved on a flash drive and submitted in a separate, clearly marked sealed envelope as follows “BID FORM / FEE SCHEDULE.” Please do not submit paper Bid Sheets. The envelope with Vendor’s pricing information will be opened after the Vendor’s Qualification Points have been scored.

Bidders who do not respond to all of the requirements/instructions stated in this Request for Best Value Proposal may be deemed non-responsive and their bid may be rejected. To receive full consideration, a proposal must be unqualified and unconditional.

(2) Qualification Categories
1. Past performance, reliability, and experience working with public K12 school districts (Attachment E);
2. Vendor’s overall commitment SFUSD’s Good Food Purchasing Policy (Attachment F);
3. Local sourcing, traceability, and ordering (Attachment G);
4. Food safety plan (Attachment H);
5. Quality of samples provided;

All required document should be submitted in a clearly marked sealed envelope as follows “Qualification Categories” separate from the Bid Sheet. Evaluators will first “score” the Qualification Categories of all submitted proposals, before opening the separately enclosed Bid Sheet. A panel of Student Nutrition Services Staff will score the qualification categories using the scoring criteria listed in Attachment Q.

Qualification Categories will be scored on the following point system
The best value score will be the **Bid Price** divided by the bidder's weighted qualification points resulting in a unit of measurement indicating dollars per quality point. Formula: **Bid Price** ÷ Points = “$Points” or **Best Value Score**. The Vendor with the lowest **Best Value Score** shall be considered the apparent lowest responsible bidder. Vendors are encouraged to think strategically; the successful firm’s proposal will be the one that commits to the highest quality products, at the most reasonable price.

Total **Bid Price** is calculated using the formula listed below, which weighs three factors:

1. Total Proposed Prices for items listed on Bid Sheet (Attachment B)
2. Vendor’s per site Delivery Fee, if any (Attachment D)
3. Vendor’s per case Fixed Fee Mark Up (Attachment D) for any produce items the District may wish to procure directly from a local farm and have delivered by the bidder.

**Bid Price Formula:**

\[
\text{[Proposed Prices total]} + (\text{Delivery Fee} \times 630) + (\text{Fixed Fee Mark Up/case} \times 2500) = \text{Bid Price}
\]

The District reserves the right to reject all proposals. The District also reserves the right to waive informalities and minor irregularities in proposals received.

The award, if made, will be within five (5) days of the approval by the Board of Education. If the bidder to whom an award is made fails or refuses to execute the Contract and provide the required bonds, certificates, licenses and permits within fifteen (15) days of the award, the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract. The District may award the contract to the next lowest responsive bidder, reject all bids, call for new bids or disqualify the bid. The District reserves the right to inspect any bidder’s plant, fleet, and equipment to determine bidder preparedness prior to making an award.

4. **PROPOSED PRICING, FEES, AND COSTS**

The District may request the bidder to adjust their prices at any time during the award and/or extension period, for any reason with valid documentation (i.e. due to fluctuating market conditions in the Producer Price Index or other market indices, etc.), which produces conditions deemed favorable and to be in the best interest of the District.

Prices shall be submitted the Thursday before the next month starts by 9:00 a.m. to the SFUSD Culinary Manager or designee; price is then firm for one calendar month. In months where there is a split week, the new month and new prices begin the next week where all the days of the week are in the new month. The fixed mark-up and per site delivery fee (if any) shall remain the same for the first 12 months of the contract.

Bidder shall propose its Fixed-Fee Mark Up charge per case (Attachment D) pursuant to this Agreement. This Fixed-Fee Mark Up shall be applied to any local produce the District wishes to purchased directly from farms and
have delivered to schools by the bidder. Before making such purchases, both parties will mutually agree on the farm source.

Bid on each item separately; prices listed should be for the month of February 1, 2019. Estimated units are based on product orders placed in September and October 2018. Actual units ordered will vary from these amounts. Fill out the bid form completely. Verify the bids before submission as they cannot be withdrawn or corrected after being opened.

The Vendor shall be responsible for all costs associated with delivery including drayage, freight, packaging, pallets and handling. No separate charges for the preceding will be allowed or paid by the District.

If the vendor elects to increase the price, the District reserves the right to either accept the escalation as competitive with the general market price, negotiate a proposed escalation or deny the escalation and end the contract.

5. **BUY AMERICAN PROVISION**

SFUSD participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S., as provided in 7 CFR Part 210.21(d).

Exceptions to the Buy American provision can be used if:

(a) Availability (in relationship to quantity ordered) of the domestic food item is not sufficient to meet the District’s needs.

(b) Price of the domestic food item is significantly higher than foreign alternative.

The successful Vendor must ensure that whenever food is purchased by the District from non-domestic sources, one of the above outlined exceptions has been met; i.e., domestic supply is insufficient to meet the District’s needs and/or price of the domestic produce item is prohibitively high. SFUSD reserves the right to request documentation of the above exceptions for any non-domestic food products delivered under this contract.

6. **LOCAL SOURCING AND TRACEABILITY**

The District prefers to purchase produce grown as close to San Francisco, California as possible (within 250 miles) in order provide the freshest produce possible to our students. The successful bidder should work with SFUSD to tailor purchases to maximize affordable locally grown produce whenever possible. As Part of the Good Food Purchasing Policy, adopted by SFUSD in 2016, the District is interested in purchasing produce from farmers whose production practices support environmental sustainability goals, such as, (but not restricted to), reduced use or elimination of chemical pesticides and fertilizers, use of organic fertilizers, fewer transport miles between farm and District, and environmentally friendly packaging. No produce treated with sodium bisulfate is to be delivered without written consent of the Culinary Manager or her designee. The District reserves the right to purchase California produced produce directly from the producer (farmer).

All items shall conform in every respect to the provisions of the Federal Food and Drug Act of June 30, 1956 and amendments thereto and subsequent decisions of the United States Department of Agriculture (USDA) and the Food and Drug Administration (FDA).

Vendors are required to provide monthly sourcing reports indicating the product name, case size, volume shipped, cost, farm origin name, and growing location. Preference will be given to vendors able to show farm or grower name on invoices. A sample invoice and sourcing report is required (Attachment G).
7. **FOOD SAFETY PLAN AND PRODUCT QUALITY**

Vendors are required to submit a copy of a fully developed and implemented HACCP Program with verification of employee training and a copy of the most recent Food Safety Facilities Audit (Attachment H).

If a product recall is instituted on an item that has been delivered, the Vendor will immediately notify the District (within 24 hours). The Vendor will be responsible for all costs associated with replacement product, shipping charges, and/or product credit. Vendors should submit a copy of the company’s product recall notification standards and implementation system (Attachment H).

The District or its representative may perform unannounced site visits each quarter or prior to the contract award. The purpose of these visits shall confirm Company’s qualification to perform and provide produce from licensed facilities. All pre-cut prepared foods shall come from a licensed facility. All pre-cut prepared foods shall be sealed at processing plants.

Products shall be delivered in optimum condition, with respect to maturity level, absence of decay, trim, appearance, and color. The District reserves the right to be the sole judge of product quality. Shortages and damaged product must be replaced within 24 hours of first delivery. If the vendor is unable to deliver product when needed, the District retains the right to secure the product from another source with the vendor reimbursing the District for any difference in cost.

8. **PRODUCT GRADING**

Grades are based on standards established by the United States Department of Agriculture (USDA), Agricultural Marketing Service. Food products supplied to the District must be of the grade indicated on the item. All products must meet the grade specified at the time of delivery to our receiving area. It is the responsibility of the Vendor to contact the USDA and arrange for inspection of the items requiring inspection certificates. The cost for inspection and stamping of required products is the responsibility of the Contractor. If the delivered products appear to fall below the grade specified on a regular basis, the District reserves the right to submit items in doubt to the nearest USDA office for official inspection and grading. The party in error shall pay the cost of the inspection. Quality standards and USDA grading endorsement parameters for fresh vegetables may be found at [http://www.ams.usda.gov/standards/vegfm.htm](http://www.ams.usda.gov/standards/vegfm.htm).

9. **SAMPLES**

Samples required for pre-cut items as listed below (3-5 lb. Containers/Bags only).

1. Pico de Gallo
2. Lettuce – Romaine chopped
3. Jicama Sticks

Please include a cover sheet, indicating company name and contact information, with samples. Please submit samples on or before January 16, 2019 at 2 pm.

Samples will be submitted to:
Alexandra Emmott, Culinary Manager
841 Ellis St.
San Francisco, CA 94109

10. **SUBSTITUTIONS**
The successful bidder is expected to stock or have quick access to the items listed in this bid to allow for expedited deliveries. Substitutions that are allowed will be billed to the District at the cost of the original product. If the normal cost of the substitute product is lower, the District will be billed the lower cost. If the District determines that an item that the Vendor cannot supply is needed, the District may purchase the item from another vendor. If the District orders items that are no longer available, the Vendor must notify the District within two (2) days of the order being placed.

Any item which, in the opinion of the District, does not meet specifications may be:
- Rejected on delivery for exchange or credit, or
- Returned at District option for exchange or credit (Vendor’s expense) if deviations are discovered after delivery, or
- Discounted 10% of bid price to compensate for substandard quality, even though, because of time element, food items actually may have been served.

Items requested by the District to be replaced must be delivered to locations at times specified by the District at vendor’s expense. If items cannot be delivered accordingly, the District may allow an adjustment.

11. COMMITMENT TO GOOD FOOD PURCHASING

In accordance with SFUSD’s Good Food Purchasing Policy (GFPP) (Attachment R), proposers who support SFUSD’s commitment to offering healthy, local, sustainable, and fairly made food for all students will be preferred. Bidders should provide a Statement of Sustainability in Attachment F that demonstrates their commitment to offering products that reflect these values. Bidders should also demonstrate a commitment to working with SFUSD to improve purchasing following the principles outlined in the GFPP for the duration of the contract.

12. PAST PERFORMANCE, RELIABILITY, AND EXPERIENCE

The K-12 School Food market has unique product and regulatory needs and challenges. As such, bidders must be qualified and experienced in the type and volume of products and services as detailed in this Request for Best Value Proposal. As proof of this, bidders must demonstrate evidence supplying to K-12 Public School Districts and provide references from at least three (3) companies or organizations to which bidder provides or has provided products and services that substantiate that bidder meets the requirements of this this Request for Best Value Proposal. SFUSD requires that one of the three references be a K-12 School District located in California. The reference contacts provided must have direct knowledge of the bidder’s provision of such products and services. Bidders must fill out every field in the attached References Form and Questionnaire (Attachment E). Failure to submit this evidence may result in rejection of a bidder’s proposal.

Bidders are advised that the District reserves the right to reject a proposal from a bidder who cannot demonstrate the ability to provide the services required. Past service and delivery performance with an organization of similar size and scope of work may be a factor in the determination of award against this request. Bidders’ past performance practices and service to the District, if any, will be examined. Bidders who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible bidder, thereby disqualifying the bidder from contract award.

13. ORDERING AND DELIVERIES

Web based online ordering and tracking systems are preferred with an automated confirmation to the site and Student Nutrition Service Department. As a backup to the online ordering system, the successful bidder shall receive orders directly from Student Nutrition Services. Backup ordering system will allow for orders to be placed to a local or toll-free number, by fax, or by email. In case of an emergency, person to person contact should always be an option. For example, if orders are left on an answering machine, a second number for emergencies is required.
All produce shall be delivered into the individual school cafeteria kitchens listed in Attachment J. Currently, the District operates 1 EED Kitchen, and approximately 20 Middle and High School kitchens. The number and location of delivery sites is subject to change. All deliveries to the EED Central Kitchen must be completed between 6:00 AM – 7:30 AM. Deliveries to the SNS middle and high school kitchens will be made between 7:00 AM – 11:00 AM, depending on the arrival time of the SNS employee in charge. Any other exceptions will be noted.

The District will provide the Vendor with a schedule of deliveries. Some sites will require deliveries 2 times per week; either Monday and Wednesday or Tuesday and Thursday. The Vendor shall furnish all labor, materials, costs incurred and equipment necessary for the delivery of items specified herein to the District’s facilities on a scheduled basis.

In the event that an item cannot be delivered as requested by a school, both the school and the Student Nutrition Service Department must be notified as soon as possible. Produce shall be delivered in properly insulated refrigeration equipment, maintaining goods at or below forty (40) degrees Fahrenheit. Deliveries are to be made inside the building to the locations indicated. Two copies of an itemized delivery form will be left with the site representative.

14. **COMMERCIAL FREE/TOBACCO SUPPORT FREE SCHOOLS**

The Board of Education of the San Francisco Unified School District supports commercial-free and tobacco support-free educational settings. As a result, the San Francisco Unified School District will enter no agreements with vendors for exclusive access to student customers for soft drinks, snack foods or other products purchased by students. The schools will make every effort to make healthy snacks and healthy drinks available to students. It is the policy of San Francisco Unified School District that the sale of tobacco subsidiary products in all San Francisco schools, including the cafeterias, beaneries, student and teacher-run stores and vending machines are prohibited. The Contract shall not furnish any products associated with or engaged in relationship with tobacco subsidiaries.

15. **NON-COMPLIANCE**

Student Nutrition Services (SNS) reserves the right to inspect and determine the quality of product delivered and reject any, which do not comply with the requirements and specifications of the Contract. Substitutions shall not be paid unless prior authorization is received. In addition, the Vendor shall not be paid for incomplete cases, and product(s) not delivered within the agreed delivery time period. Student Nutrition Services shall notify the Vendor in writing as to the cases of product rejected and the reasons for rejection.

16. **NORMAL OPERATING PERIODS**

SFUSD schools open from August 20th, 2018 – June 4th, 2019. Regular weeks are Monday through Friday, except for legal or school holidays. The District also serves meals as part of the Seamless Summer Meals program; therefore, the Vendor will make deliveries to a limited number of school sites year-round. Districts are closed for all Federal holidays. Prior to any days closed, SNS will notify the Vendor and normal service will resume after holidays and vacation periods.

17. **PIGGYBACKING**

Other schools and/or public agencies within the State of California may request the identical item(s) at the same price and upon the same terms and conditions, pursuant to sections 9642 and 81642 of the California State Education Code. SFUSD reserves their right to have other Districts/Agencies draw their warrants in favor of the San Francisco Unified School District as provided in the said code section.

18. **COST OF PROPOSAL PREPARATION**

Cost of preparation for the response to this Request for Best Value Proposal is solely the responsibility of the bidder. The District accepts no liability for any bidder’s costs of preparation.
19. **PROPOSAL SIGNATURES**

All proposals must show the bidder name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions of the Contract. Obligations assumed by such signature must be fulfilled.

20. **MANDATORY CONFERENCE**

A mandatory conference will be held as follows:

**Location:** San Francisco Unified School District
Purchasing Department
135 Van Ness Avenue, Room 210
San Francisco, CA 94102

**Date and Time:** January 3, 2019, 11:00 am – 12:00 pm

NOTE: Attendance is mandatory for all prospective bidders on this contract.

NOTE: Please bring a copy of this Request for Best Value Proposal to the Conference.

Leon Ho
San Francisco Unified School District
Purchasing Department
135 Van Ness Avenue, Room 101
San Francisco, CA 94102
Fax: (415) 241-6487 X 1607
Email: hol@sfusd.edu

NOTE: In all communications, bidders must reference RFQ/P number: **FP-2018**

The Mandatory Conference will begin at the time specified, and company representatives are strongly urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Mandatory Conference shall not excuse the successful bidder from any obligations of the contract. Any change or addition to the requirements contained in the Request for Best Value Proposal as a result of the Mandatory Conference will be executed by written change notice. It is the responsibility of the bidder to check for any change notice which will be posted on the District’s website.

21. **BID BOND**

Accompanying each proposal shall be a cashier’s or certified check payable to San Francisco Unified School District, or an original Bid Bond equivalent to ten percent (10%) of the total bid amount. Bond must be in the form provided (see Attachment K), and must be executed by a surety company, which has obtained a Certificate of Authority (Admitted) from the California Department of Insurance. Any condition of limitation placed upon said check of any alteration of said form of bond, or imperfection in the execution thereof, as herein required, may result in the rejection of that proposal under which said check or bond is submitted. Said check or bond shall guarantee that the Vendor, if awarded the Contract will execute and deliver required Contracts, Bonds and Insurance requirements. Unsuccessful bidder's cashier's check, certified check or bid bond will be returned within thirty (30) days upon approval of the Board to the successful bidder. Successful bidder's cashier's check, certified check or bid bond will be returned within thirty (30) days upon full execution of all Contract documents.

22. **PERFORMANCE BOND**

Within fifteen (15) days after notification of intent to award the Contract, the successful Vendor must furnish the District a performance bond equivalent to ten percent (10%) of the estimated annual contract value.
Bond must be for (1) year, renewable yearly thereafter. Bond must be in the form provided (see Attachment N).

23. **ADDENDA / CLARIFICATION**

Any inquiries/questions regarding this request must also be submitted, via email, fax, or delivery, to the Purchasing Department, as addressed below. The request for inquiries, questions and or clarification must be received by the Purchasing Department no later than the close of the business day on March 7, 2018 (5:00 P.M.) Questions and or clarifications received after this date and time will be rejected and returned to the sender without response.

Any interpretations, changes, additions, or deletions will be made only by addendum duly issued, a copy of such addendum will be posted on the District’s website, see below, and mailed and/or faxed to all know parties.

Issued addenda must be initialed and returned with response documents by the due date and time.

When communicating, always reference the RFQ/P number and the appropriate condition, section, page, etc.

A. Inquiries/questions regarding this proposal must be directed to:

Leon Ho, Purchaser  
San Francisco Unified School District  
Purchasing Department  
RFQ/P No. FP-2018  
135 Van Ness Avenue, Room 123  
San Francisco, CA 94102  
Fax: (415) 241-6487 X 1607  
Email: hol@sfusd.edu

B. Inquiries/questions/communications, etc. regarding this proposal will be posted on the SFUSD webpage location below. Bidders are advised to check this location on a regular basis for updates.

**LINK:**


**NAVIGATION:**

[www.sfusd.edu](http://www.sfusd.edu) > Partnering with SFUSD > Current Invitations for RFPs, RFQs, RFOs & RFIs > Fresh Produce RFQ/P No. FP-2018

24. **DOCUMENTS REQUIRED AT TIME OF SUBMISSION**

I. Contract Proposal properly completed (Attachment A)
II. Bid Sheets properly completed in Microsoft Excel (Attachment B)
III. Terms and Conditions to Contract (Attachment C)
IV. Fixed Delivery Fee and Fixed Mark Up Fee Quotes (Attachment D)
V. Previous Experience Questionnaire + References (Attachment E)
VI. Good Food Purchasing Questionnaire (Attachment F)
VII. Traceability, Invoice and Ordering Questionnaire (Attachment G)
VIII. Food Safety Questionnaire (Attachment H)
IX. Bid Bond properly signed and executed (Attachment K)
X. All other supporting documents as required by the District

25. POST AWARD DOCUMENTS REQUIRED

II. Insurance certificates and endorsements

III. Criminal Background Check and Tuberculosis Clearance Form (Attachment L)

IV. Contractor’s Disclosure Form (Attachment M)

V. Performance Surety Bond (Attachment N)

VI. Suspension and Debarment Certification Form (Attachment O)

VII. Contractor Responsibility Questionnaire (Attachment P)

VIII. All other supporting documents as required by the District

RETURN ONE SIGNED ORIGINAL and ONE COPY OF THE REQUIRED DOCUMENTS

PROPOSALS WILL BE OPENED AT 2:00 P.M. January 19, 2019

AT: SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Purchasing Department
135 Van Ness Avenue, Room 123
San Francisco, CA 94102
Tel: 415-241-6468
Fax: 415-241-6487

DELIVER PROPOSAL, properly executed, to Purchaser, prior to opening time, in sealed envelope. Write the RFQ/P Number on the outside of the envelope. Include one completed and signed copy of this Contract Proposal Page. Include other pages as indicated. Retain Bidder’s Duplicate copy for your file.

DO NOT INCLUDE SALES OR excise TAXES IN BID PRICES.

---END---
**CONTRACT BID PROPOSAL**

Name under which business is conducted: ________________________________

Business Street Address: ___________________________ Tel: _______________________

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
</table>

IF SOLE OWNER, sign here:

I sign as sole owner of the business named above.

------------------------------------------------------------------------------------------------------------------

IF PARTNERSHIP, sign here:

The undersigned certify that we are partners in the business named above and that we sign this Contract with full authority so to do. (One or more partners sign)

------------------------------------------------------------------------------------------------------------------

IF CORPORATION, execute here:

The undersigned certify that they sign this Contract with full and proper authorization so to do.

Corporate Name: ________________________________

Signed ___________________________ Title ________________________________

Signed ___________________________ Title ________________________________

Incorporated under the laws of the State of ________________________________

Do you have an affirmative Action Policy? __________

Please review all bid documents carefully; the District will not be responsible for any error or omissions on the part of the Contractor in submitting a bid.

In signing below, the undersigned hereby proposes and agrees to furnish and deliver the goods and/or services as quoted in the accordance with the terms and conditions of the invitation for bids and at the pricing quoted in the Bid Sheets.

**To Be Completed by Bidder:**

By signing below, I attest that I am an authorized representative/agent, and that I am authorized by my signature to bind this company contractually.

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

**Company Name (Please Print):** ________________________________

**Title:** ____________________________________________________________

**Signature (Must be Hand-Written):** ____________________________________________

**Date:** ______________________________________________________________ 

**Address, City, State, Zip Code:** ____________________________________________

**Telephone:** ____________________________________________________________________

**Email / URL/ Web address:** ____________________________________________________________________
Bidders must enter their bid prices on the Bid Sheets in Microsoft Excel and compute both the extensions and the grand total. If there is a discrepancy in the Bid Sheet calculation, the District will make the necessary correction and arrive at a new total. Template is attached to this proposal.

Completed Bid Sheets should be saved on a flash drive and submitted in a separate, clearly marked sealed envelope as follows “BID FORM / FEE SCHEDULE.” Please do not submit paper Bid Sheets. The envelope with Vendor’s pricing information will be opened after the Vendor’s Qualification Points have been scored.

Please view and download Attachment B – Excel File at:
TERMS AND CONDITIONS TO CONTRACT

GENERAL CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS
   A. “District” and “SFUSD” each mean the San Francisco Unified School District.
   B. “Contractor” means the entity doing business with the District.
   C. “Purchaser” means a representative of the District’s Purchasing Department.
   D. “Parties” means the District and Contractor together, and “Party” means either the District or the Contractor in the singular and depending upon the context in which the term is used.
   E. “Contract,” “Agreement” and “Purchase Agreement” shall each mean this Agreement entered into between the District and the Contractor.

2. TERM; EFFECTIVE DATE; AMOUNT OF AGREEMENT
   A. The term of this Agreement shall be from February 1, 2019-January 31, 2020, unless terminated earlier pursuant to Section 17 (Termination). This Agreement may be extended for a period or periods of up to four (4) additional fiscal years at the sole discretion of the District.
   B. Notwithstanding the foregoing, this Agreement shall be effective only upon execution of this Agreement by the duly authorized representatives of the Parties, approval by the Board of Education, and certification by the Chief Financial Officer as to the availability of funds pursuant to Section 3 (Budget and Fiscal Provisions).
   C. The dollar amount of this Agreement shall be set forth in the approved Board of Education resolution that shall be attached and incorporated into this Agreement as though fully set forth herein, once approved, and shall be based upon Contractor’s bid and the pricing provisions set forth in this Agreement. It shall be the responsibility of the Contractor to ensure that the approved not-to-exceed amount of the Agreement is not exceeded. Any products or services provided in excess of said amount shall not be compensated. Estimated cost of this agreement is approximately $375,000.00 annually. This figure may vary.

3. BUDGET AND FISCAL PROVISIONS
   A. This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and Board of Education approval and appropriation of funds for this Agreement. Charges will accrue only after written authorization is provided by the District’s Board of Education, proper execution of this Agreement by the parties, and certification by the Chief Financial Officer as to the availability of funds.
   B. The amount of the District's obligation hereunder shall not at any time exceed the terms herein stated.
   C. The District has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
   D. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.
   E. This section controls against any and all other provisions of this Agreement.

4. PAYMENT FOR PRODUCTS AND SERVICES PROVIDED
   A. The District agrees to pay, and the Contractor agrees to accept as full payment for its performance of this Agreement, the Contractor’s actual cost of the food and food supplies provided to District, as provided for in this Agreement, plus Contractor’s fixed percent in accordance with the Contractor’s bid
B. Payment to the Contractor by the District will be made monthly in arrears for food and food supplies provided as requested by the District pursuant to this Agreement, and after receipt of properly documented invoices. Invoices submitted by Contractor must be in an invoicing form acceptable to the District pursuant to Section 46 (“Invoicing”).

C. **PROMOTIONAL DISCOUNTS & REBATES.** The District shall receive the benefit of any promotional and or quantity discounts offered to other customers by the Vendor during the Contract period if such discounts would result in a lower selling price to the District. If during the Contract period there should be a decrease in the price of the items bid, a corresponding decrease shall be made to the District for as long as the price reduction is in effect, but at no time shall the prices charged to the District exceed not-to-exceed amount of this Agreement. Manufacturers may offer rebates directly to the District as an incentive to use their products (as opposed to rebates from manufacturers to the successful bidder). The District will be the sole beneficiary of such offers.

5. **CHANGE ORDERS**

The District may order a change, addition, alteration, modification, or extra in the products or services herein required (hereinafter “Change”), and may order extra materials and extra work in connection with the performance of the Contract, and the Contractor must comply with such Change orders, except that if any such Change order is of such a nature as to exceed the not-to-exceed amount of the Agreement pursuant to Section 2 (“Term; Effective Date; Amount of Agreement”), no such Change shall be valid unless pursuant to a written instrument executed, approved, and certified as provided for in Section 24 (“Modification of Agreement”).

It shall be the responsibility of the Contractor to ensure that the not-to-exceed amount of the Agreement, pursuant to Section 2 (“Term; Effective Date; Amount of Agreement”), is not exceeded. Any products or services provided in excess of said amount shall not be compensated.

6. **PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK**

No payment shall in any way lessen the liability of Contractor to remedy or replace unsatisfactory work, service, products, equipment, or materials, if the unsatisfactory character of such work, service, products equipment or materials was not detected at the time of payment. Service, products, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the District and in such case must be remedied or replaced by Contractor without delay at no additional cost to the District. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.

7. **TAXES; PAYMENT OF TAXES**

The District is exempt from federal excise tax except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable on invoices, but neither should be included in any invoice presented for payment. Payment of any taxes, including California Sales and Use Taxes, levied upon this Contract, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Contractor and at no additional cost to the District.

8. **SUBCONTRACTING**

The Contractor is permitted to subcontract the delivery of food and food supplies from Contractor’s facility to the designated District delivery locations under this Contract, as detailed in Attachment-J (“Delivery Locations”). If the Contractor will in fact subcontract this portion of this Contract, Contractor shall ensure that its subcontractor shall comply with all applicable requirements of this Contract including but not limited to Section 14 (“Insurance”), Section 40 (“Criminal Background Check; Subsequent Arrest; Tuberculosis Testing”), Section 48 (“Personnel/Vehicles”), and Section 49 (“Facilities”). Other than the permitted subcontracting de-tailed immediately above in this Section, the Contractor is prohibited from subcontracting
this Contract or any services provided pursuant to this Contract unless such subcontracting is agreed to in writing and executed and approved in the same manner as this Contract. No Party on the basis of this Contract shall in any way contract on behalf of or in the name of the other Party of this Contract, and violation of this provision shall confer no rights on any Party and any action taken shall be void.

9. ASSIGNMENT
   A. The Contractor shall not assign or transfer by operation or law or otherwise any or all of its rights, including the right to receive payment, burdens, duties or obligations without the prior written consent of the District’s Purchaser. The District’s consent shall be by resolution of the Board of Education.
   B. Any assignment of the Contract by the Contractor with the approval of the District shall be subject to the terms and conditions hereof and to the rights of the District contained in this Contract. No transfer or assignment of the Contract by the Contractor shall release the Contractor from its obligations hereunder.

10. RELATIONS WITH THE PUBLIC; PROFESSIONAL STANDARDS OF CONDUCT
   It is the intent of the District to obtain the best quality food and food supplies available. As such the Contractor shall incorporate the highest standards of performance and safety for the well-being of District students, and Contractor’s personnel will always interact with members of the public, students, parents, teachers and staff, as applicable, in a courteous and professional manner.

11. CONSULTATION SERVICES; OWNERSHIP OF RESULTS
   A. The Contractor agrees to act as a consultant to the District on matters concerning routine organization and operations related to this Agreement at no additional cost to the District.
   B. Any interest of the Contractor in studies, reports, memoranda, computation sheets or other documents prepared by the Contractor in connection with services to be performed under this Agreement shall become the property of and will be transmitted to the District. However, the Contractor may retain and use copies for reference and as documentation of its experience and capabilities, but only to the extent Contractor’s use does not violate Section 22 of this Agreement (“Proprietary or Confidential Information of the District”).

12. FORCE-MAJEURE CLAUSE
   The Contractor will be excused from performance hereunder during the time and to the extent that they are prevented from obtaining or performing the service by an act of God, fire, commandeering of materials and equipment, products, plants or facilities by the Federal or State Government.
   Satisfactory evidence must be presented to the District demonstrating that the non-performance was not due to the fault or negligence of the Contractor and could not have been avoided by the Contractor.

13. DISASTER RECOVERY
   Contractor acknowledges that in the event of a major catastrophe such as an earthquake, the District will receive priority service over non-governmental users. In the event of a major disaster, in coordination with the District, the Contractor will fulfill the obligations of this Agreement to the extent requested by the District and feasible under the circumstances, in the estimation of the District in consultation with the Contractor.

14. INSURANCE
   Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, prior to award, Contractor shall procure and maintain during the full term of this Agreement, at the Contractor’s expense, insurance acceptable to the District and as follows:
   i. Commercial General Liability Insurance with limits not less than $1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage
(including coverage for claims of sexual abuse and molestation). If sexual abuse and molestation coverage carries a sub-limit, that limit must be identified and not less than $500,000 per occurrence.

ii. Commercial Automobile Liability Insurance with limits not less than $1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable

iii. Workers’ Compensation Insurance, with Employer’s Liability limits not less than $1,000,000 (one million dollars) each accident.

A. Commercial General Liability and Business Automobile Liability policies must provide the following:

i. Name as Additional Insured “The San Francisco Unified School District, its Board, officers and employees.”

ii. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.

B. All policies shall provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage to the following office:

   SFUSD Purchasing Department
   135 Van Ness Street, Room 123
   San Francisco, CA 94102

C. If any policies are written on a claims-made form, Contractor agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.

D. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.

E. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

F. Before commencing any operations under this Agreement, Contractor must provide the District with the certificates of insurance, an endorsement showing the additional insured policy, all with insurers satisfactory to the District, evidencing all coverage set forth above, and shall furnish complete copies of policies promptly upon the District's request. Contractor also understands and agrees that the District may withhold payment for products / services performed for any violations of the insurance provisions of this Agreement.

G. Approval of the insurance by the District shall not relieve or decrease the liability of Contractor hereunder.

15. FAILURE TO DELIVER

When Contractor fails to deliver an article or service of the quality, in the manner or within the time called for in the Contract, such article or service may be bought from any source by the Purchaser and if a greater price than that named in the Contract be paid for such article or service the excess price will be charged to and collected from the Contractor or sureties on Contractor’s bond if bond has been required; or the District may terminate the Contract for default; or the District may return deliveries made and receive a refund. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.
16. **CONTRACTOR DEFAULT; REMEDIES**

If the Contractor fails to fulfill its obligations under this Contract, whether or not said obligations are specified in this Section, such failure shall constitute an event of default. On or after any event of default, District shall have the right to exercise its legal and equitable remedies, including without limitation, the right to: (a) seek specific performance of all or any part of this Contract, (a) terminate this Contract at no cost to District in accordance with Section 17 (“Termination”) herein; or (c) exercise any other legal or equitable remedy. In addition, District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of the Contractor any event of default. Contractor shall pay to District on demand all costs and expenses incurred by District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. District shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between District and Contractor all damages, losses, costs or expenses incurred by District as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract between District and Contractor. Any such offset by District will not constitute a waiver of any other remedies the District may have against Contractor for financial injury or otherwise. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

17. **TERMINATION**

A. In the event of Contractor default pursuant to Section 16 (“Contractor Default; Remedies”) of this Contract, wherein Contractor fails to perform any of its obligations under this Contract, in addition to any other remedies available to the District, the District through the Purchaser may terminate this Agreement, and all of the Contractor's rights hereunder ended. Termination shall be effective ten (10) days after Contractor's receipt of written notice of termination from the District delivered pursuant to Section 41 (“Notice to the Parties”). No new work will be undertaken, and no new deliveries will be made, as of the effective date of termination. In the event of termination for cause, the Contractor shall be paid for those services performed under this Contract to the satisfaction of the District up to the effective date of the termination. However, pursuant to Section 16 (“Contractor Default; Remedies”) herein, District may offset from any such amounts due Contractor any costs to District arising from Contractor’s default and may otherwise demand payment from Contractor of such costs.

B. The District may terminate this Contract in whole or in part for District’s convenience and without cause at any time by giving Contractor thirty (30) days written notice of such termination. The notice shall specify the date on which termination shall become effective. In no case shall the termination become effective in fewer than thirty (30) days from the date that the notice is deemed received pursuant to Section 41 (“Notice to the Parties”). In event of termination for convenience, Contractor will be paid for those services performed, or deliveries made, pursuant to this Contract and to satisfaction of District up to the specified date of termination. In no event will District be liable for costs incurred by Contractor after the specified date termination. Such non recoverable costs include, but are not limited to, anticipated profits on this Contract, post-termination employee salaries, post-termination administrative expenses, or any other costs which is not reasonable or authorized under this Section. This Section shall not prevent Contractor from recovering costs necessarily incurred in discontinuing further work, or canceling further deliveries, under the Contract after receipt of the termination notice.

18. **INDEMNIFICATION**

A. Contractor shall indemnify and hold harmless the District, its Board, officers, employees and agents from, and, if requested, shall defend them against any and all claims, demands, liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees, consultants and costs of investigation) (collectively “Claim”), whether actual or alleged, arising directly or indirectly from or in any way connected with the performance of this Agreement, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights,
failure to comply with the criminal background check requirements of California Education Code Section 45125.1 and/or disclosure of confidential information which might be obtained by Contractor or Contractor’s agents or employees during the performance of this Agreement.

B. Notwithstanding the foregoing, Contractor shall have no obligation under this Section with respect to any Claim that is caused by the active negligence or willful misconduct of District and which is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Contractor or Contractor’s agents or employees.

19. LIABILITY OF DISTRICT

District’s payment obligations under this agreement shall be limited to the payment of the compensation provided under this contract. Notwithstanding any other provision of this agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this agreement or the services performed in connection with this agreement.

20. INDEPENDENT CONTRACTOR

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and not an employee of the District. Contractor shall be wholly responsible for the manner in which it performs the services required by District under this Contract. Contractor or any agent or employee of Contractor shall not have employee status with the District, nor be entitled to participate in any plans, arrangements, or distributions by District pertaining to or in connection with any retirement, health, or other benefits that District may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including but not limited to, FICA, income tax withholdings, unemployment compensation, insurance and other similar responsibilities related to Contractor’s performing services and work, or any agents or employee of Contractor providing same. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Contractor or any agent or employee of Contractor. Any terms in this Contract referring to direction from District shall be construed as providing for direction as to policy and the result of Contractor’s work only, and not as to the means by which such a result is obtained. District does not retain the right to control the means or the method by which Contractor performs work under this Agreement. If any governmental authority should, nevertheless, determine that Contractor is an employee, then the District’s payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Contractor and to the applicable governmental authority does not exceed the maximum amount of compensation specified in this Agreement. Contractor shall refund any amounts necessary to effect such reduction.

21. CONFLICT OF INTEREST

A. Contractor understands and certifies that it does not know of any facts which constitute a violation of the California Political Reform Act, which states in part that “[N]o public official at any level of state or local government shall make, participate in making or in any way attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a financial interest.” (Cal. Govt. Code Section 87100 et seq.) Furthermore, Contractor certifies that no such current or former Board member or employee will derive any compensation, directly or indirectly, from this Agreement.

B. Contractor also hereby certifies that to its knowledge, no current Board member or employee of the San Francisco Unified School District, and no one who has been a Board member or an employee of the District within the last two years, has influenced or sought to influence the awarding of this Agreement to Contractor, except as allowed under his/her official duties. Contractor understands that any violation of this Section shall make the Agreement voidable by the District.

22. PROPRIETARY AND CONFIDENTIAL INFORMATION OF THE DISTRICT
A. In connection with this Agreement, the Contractor may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District, its employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by the District to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

B. Contractor shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of confidential student information, including but not limited to California Education Code Sections 49073 and sequential. Contractor shall only access personally identifiable student information pursuant to parent consent, legitimate educational interest pursuant to the performance of this Contract, and/or other applicable provisions federal and state law allowing access to personally identifiable student information. Contractor shall not re-disclose personally identifiable student information unless pursuant to federal and state law. Contractor shall not use such student information or data for any purpose other than the District’s purposes as specified in this Agreement. Failure to comply with this Section may constitute a material breach if so deemed by the District.

23. ENTIRE CONTRACT; SEVERABILITY

All of the agreements between the Parties are included herein and no warranties, expressed or implied, representations, promises or statements have been made by either Party except as expressly provided for herein. Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of the other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

24. MODIFICATION OF AGREEMENT

A. No oral statement of any person whosoever shall in any manner or degree modify, alter, or otherwise affect the terms of this Agreement.

B. The Parties may amend this Agreement in writing by mutual consent, provided that such writing shall only be effective upon execution by the duly authorized representatives of the Parties, approval by the Board of Education, and certification in the same manner as this Agreement pursuant to Section 3 ("Budget and Fiscal Provisions").

25. CONTRACT INTERPRETATION; CHOICE OF LAW/VENUE

A. Should any questions arise as to the meaning and intent of this Agreement, the matter shall be referred to the Purchaser who shall decide the true meaning and intent of the Contract.

B. This Contract shall be deemed to be made in, and shall be construed in accordance with the laws of the State of California. The venue for all claims arising out of this Contract shall be in San Francisco.

26. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES

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

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

C. conspires to defraud the District by getting a false claim allowed or paid by the District;

D. has possession, custody, or control of public property or money used or to be used by the District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;

E. is authorized to make or deliver a document certifying receipt of property used or to be used by the District and knowingly makes or delivers a receipt that falsely represents the property used or to be used;

F. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;

G. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the District; or

H. is a beneficiary of an inadvertent submission of a false claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the District within a reasonable time after discovery of the false claim.

27. INCIDENTAL AND CONSEQUENTIAL DAMAGES

The Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions, or from the acts or omissions of its permitted subcontractor pursuant to Section 8 (“Subcontracting”). Nothing in this Section shall constitute a waiver or limitation of any rights that the District may have under applicable law.

28. NON-DISCRIMINATION; COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

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

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

29. LAWS AND REGULATIONS

In the performance of this Contract, Contractor shall keep itself informed of, and at all times comply with, all applicable Federal, State, and Local laws, ordinances, regulations and other legal requirements that are in effect as of the commencement of the term of this Agreement and as may be amended from time to time, including but not limited to the Safety Orders of the California Division of Industrial Safety. It is the responsibility of the Contractor to obtain, at its sole expense, any required permit(s) and license(s).

30. DAMAGES CAUSED BY CONTRACTOR

Any damage to the District’s property arising from the acts or omissions of the Contractor or of Contractor’s permitted subcontractor (“Subcontracting”) related to the performance of this Agreement shall be repaired or replaced at Contractor’s expense. Corrections shall be made within 72 hours of the incident or the District may make the repairs and back-charge the Contractor.
31. BANKRUPTCY
   A. In the event that either Party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other Party this Agreement shall terminate and be of no further force and effect, and any property or rights of such other Party, tangible or intangible, shall forthwith be returned to it.
   B. The Contractor shall notify the District within ten (10) days of filing a bankruptcy petition under the Federal Bankruptcy Act.

32. SUSPENSION AND DEBARMENT CERTIFICATION
   On all contracts of $100,000.00 or more for goods/services, Contractor must complete and submit to District a Suspension and Debarment Certification. This Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant’s responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Please see attached form to be duly signed and executed along with the Contract.

33. SECTION HEADINGS
   The Section headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Contract.

34. NON-WAIVER OF RIGHTS
   The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

35. QUALIFIED PERSONNEL
   Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of the Contractor. The Contractor will conform to the District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, and shall be supervised by the Contractor. To the extent that Contractor staff member’s work performance is unsatisfactory, the District reserves the right to request substitution of another staff member that would take this position and perform adequately. The Contractor agrees to replace staff members who are not performing effectively. Verification of staff members' qualifications should be made available to the District upon request.

36. DRUG FREE WORKPLACE POLICY
   The Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on School District premises. Any violation of this prohibition by the Contractor, its employees, agents or assigns shall be deemed a material breach of contract.

37. RESPONSIBILITY FOR EQUIPMENT
   The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to the Contractor by the District. The acceptance or use of such equipment by the Contractor or any of its employees shall be construed to mean that the Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless the District from and against any and all claims for any damage or injury of any type arising from the use, misuse or failure of such equipment,
whether such damage be to the Contractor, its employees, District employees or third parties, or to property
belong to any of the above.

38. AUDIT AND INSPECTION OF RECORDS

The Contractor agrees to maintain and make available to the District, during business hours, accurate books
and accounting records including computer records relative to its activities under this Agreement. The
Contractor will permit the District to audit, examine and make copies and transcripts from such books and
records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to
all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The
Contractor shall maintain such data and records in an accessible location and condition for a period of not
less than five years after final payment under this Agreement or until after final audit has been resolved,
whichever is later. The State of California or any federal agency having an interest in the subject of this
Agreement shall have the same rights conferred upon the District by this Agreement.

39. CONTRACTOR AUDIT PROCEDURES

The District has the discretion to make price verification audits of the purchases made during the Contract
year. The purpose of these verifications is to ascertain that the Contractor’s actual markup does not exceed
that quoted in this bid. The Contractor will furnish verification of costs for the products to be price verified. The
District will give the Contractor fifteen (15) days’ notice for each verification audit. The period of time for which
price verification can be made will not exceed 24 months prior to the audit.

40. CRIMINAL BACKGROUND CHECK; SUBSEQUENT ARREST; TUBERCULOSIS TESTING

Criminal Background Check

i. Contractor is required to comply with the criminal background check provisions of California
   Education Code (“EC”) section 45125.1. Contractor will conduct criminal background checks with
   the California Department of Justice (CDOJ) for all Contractor employees, agents, and volunteers
   assigned to the District, and will certify that no employees, agents, or volunteers who have been
   convicted of a serious or violent felony as described in EC 45125.1 (citing 45122.1), a sexual
   offense as defined by EC 44010 or a controlled substance offense as described in EC 44011
   (consistent with EC 45123), will have contact with District pupils pursuant to this Agreement. This
   prohibition does not apply to a conviction for which the employee, agent or volunteer has obtained
   a certificate of rehabilitation and pardon pursuant to California Penal Code Section 4852.01 et seq.
   for a serious or violent felony listed under EC 45122.1.

ii. Contractor will provide the District with a list of all employees, agents and volunteers who have
    cleared the criminal background check, as detailed above, and who will have contact with District
    pupils pursuant to this Agreement and specify to which sites they will be assigned.

iii. Contractor will be responsible for the costs of the criminal background checks.

iv. As written certification of its compliance with this Section, Contractor will complete and submit the
    Criminal Background Check/ Tuberculosis Clearance Certification Form (“CBC/TB form”)
    (Attachment K).

v. For any Contractor employees, agents or volunteers that Contractor hires/ assigns subsequent to
   Contractor’s initial submission of the CBC/TB form to District, Contractor will conduct background
   checks and submit additional CBC/TB forms to District, as required.

vi. The criminal background check requirement applies only to Contractor’s employees, agents or
    volunteers who will have more than limited contact with students. Contractor’s employees, agents or
    volunteers who will have no contact or only limited contact with students are not required to meet
    criminal background check requirements. If Contractor asserts that all of its employees, agents or
    volunteers will have no contact or only limited contact with District students, the District’s Cabinet-
level Administrator supervising this Agreement has the responsibility to make a reasonable
determination of whether Contractor, its employees, agents or volunteers will have only limited
contact with students.

Subsequent Arrest Notification
i. In addition to the initial criminal background check, Contractor will obtain from the CDOJ
subsequent arrest notification to monitor future arrests of employees, agents and volunteers who
will have contact with students, and is responsible for all costs associated with these subsequent
notifications.

ii. Upon receipt of notice that any of its employees, agents, or volunteers that have contact with
students has been arrested or convicted of a serious or violent felony as described in EC 45125 .1
(citing 45122.1), a sexual offense as defined by EC 44010 or a controlled substance offense as
described in EC 44011 (consistent with EC 45123), Contractor will immediately prohibit such
employee, agent, or volunteer from having any contact with pupils, and will immediately notify
SFUSD.

Tuberculosis Testing
i. Contractor agrees that all employees, agents or volunteers whose functions require frequent or
prolonged contact with students will complete tuberculosis testing the same as the testing that is
described in California Education Code Section 49406. The examination shall consist of an
approved intradermal tuberculin test, which, if positive, shall be followed by an x-ray of the lungs.
Thereafter, the Contractor shall ensure that its employees, agents or volunteers who are skin test
negative have undergone the foregoing examination at least once every four (4) years if the
Contractor is still rendering services to the District pursuant to this Contract, and such employees,
agents, and volunteers shall be listed by name on the Criminal Background Check/ Tuberculosis
Clearance Written Certification Form with a notation of the date of each individual’s
testing/clearance. Contractor shall maintain on file in its offices documentation of tuberculosis
clearance for its employees, agents, and volunteers who shall have more than limited contact with
students under this Contract.

ii. The Contractor shall be responsible for the costs of the examination.

iii. The District shall be the final arbiter of what constitutes “limited contact”.

iv. The District may also, in its sole discretion, waive the provisions of this section for a specified time
period if it determines that emergency or exceptional circumstances exist which threaten student or
staff safety if the work is delayed pending clearance.

v. Contractor must complete, sign and submit the Criminal Background Check/ Tuberculosis
Clearance Written Certification Form (attached) as written certification of its full compliance with the
provisions of this Section.

41. NOTICE TO THE PARTIES

District and Contractor understand and agree that notice to the Parties shall be as follows:

A. Except as otherwise expressly provided herein, any notices given under this Agreement shall be
effective only if in writing and given by delivering the notice in person, by sending it via first class mail
or certified mail with a return receipt requested, or via nationally-recognized overnight courier that
guarantees next day delivery and provides a receipt therefore, with postage prepaid, addressed as in
Subsection D of this Section, below.

B. Notices herein shall be deemed to have been received two (2) business days after the date when they
shall have been mailed if sent by first class mail, certified mail or overnight courier, or upon the date
personal delivery is made.
C. Either party may change the address to which notice is to be sent by giving written notice thereof to the other party.

D. Notice to the Parties shall be addressed as follows (or such alternative address as may be provided in writing):

<table>
<thead>
<tr>
<th>NOTICE TO THE DISTRICT:</th>
</tr>
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<tbody>
<tr>
<td>SITE/DEPARTMENT</td>
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<tr>
<td>HEAD OF SITE/DEPARTMENT</td>
</tr>
<tr>
<td>CONTACT PERSON</td>
</tr>
<tr>
<td>STREET ADDRESS</td>
</tr>
<tr>
<td>CITY, STATE, ZIP</td>
</tr>
<tr>
<td>TELEPHONE/FAX</td>
</tr>
<tr>
<td>EMAIL ADDRESS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NOTICE TO THE DISTRICT CONTRACTS OFFICE:</th>
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<tbody>
<tr>
<td>San Francisco Unified School District</td>
</tr>
<tr>
<td>Purchasing Department</td>
</tr>
<tr>
<td>135 Van Ness Street, Room 123</td>
</tr>
<tr>
<td>San Francisco, CA 94102</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NOTICE TO THE CONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR</td>
</tr>
<tr>
<td>CONTACT NAME</td>
</tr>
<tr>
<td>STREET ADDRESS</td>
</tr>
<tr>
<td>CITY, STATE, ZIP</td>
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<tr>
<td>TELEPHONE/FAX</td>
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<td></td>
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<tr>
<td>EMAIL ADDRESS</td>
</tr>
</tbody>
</table>

42. CIVIL RIGHTS ASSURANCES

[ref. FNS 113-1 Section X; Child Nutrition Programs Appendix B (D)] and Nondiscrimination Statement
In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:
(1) mail: U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410;
(2) fax: (202) 690-7442; or
43. **CLEAN AIR ACT**

(42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

44. **BYRD ANTI-LOBBYING AMENDMENT**


45. **INVOICING**

Invoices shall be summarized monthly by school in a format approved by the District representative. Summary items must be available to the District no later than the 10th working day of the month following delivery. They shall be mailed to:

Business Manager or Designee  
Student Nutrition Services  
San Francisco Unified School District  
841 Ellis Street  
San Francisco, CA 94109

A three-part copy of the invoice shall be furnished at the time of delivery with the name of the District and school clearly stated. The person receiving the material must sign the invoice.

The invoices shall contain the following: purchase order number, site location, date, item number, SNS item number, description, commodity designation, quantity, price and extended totals. Failure to provide the above information may result in delay of payment.

Invoices shall be matched to SNS purchase order by item, quantities and case price. For any invoice that does not match, SNS will correct the invoice based on the receiving documents at time of delivery.

46. **ALLOWABLE COSTS**

The costs incurred by Student Nutrition Services for the benefit of school children are deemed Allowable within the National School Lunch Program. Allowable cost will be paid from the nonprofit school food service account to the Vendor net of all discounts, rebates and other applicable credits accruing to or received by the Vendor or any assignee under the contract to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority [7 CFR 210.21(f)(i)].

The Vendor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or that the Vendor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable
47. PERSONNEL; VEHICLES

Contractor must assign one dedicated sales representative to assist during the life of this Contract.

Contractor shall ensure that all personnel working under this Contract shall be identified by a distinctive nameplate, emblem, patch or badge displayed on the outer garment in a visible location. Contractor shall ensure that all vehicles shall have the name of the Contractor/permitted subcontract (“Subcontracting”) prominently displayed and must be currently licensed throughout the term of this Contract. Contractor shall ensure that all personnel shall be qualified and properly trained to perform the work required under this Contract. Contractor shall ensure that any unusual conditions noted by any personnel providing services under this Contract (e.g. vandalism, fire, water damage) shall be reported to the District representative. The Contractor shall ensure that at all times a sufficient number of vehicles shall be furnished and maintained to perform the work of this Contract.

48. FACILITIES

Contractor shall ensure that all personnel, equipment and storage facilities used to provide the services under this Contract shall meet all federal, state, county, and city health code requirements. Proof of current compliance must be in public view at all such facilities. Upon request, the Contractor must provide documents supporting routine pest control maintenance of all facilities, both stationary and mobile, by a certified pest control operator, that will incur clean, sound and sanitary products.

49. REPORTS

The District must know the volume, cost and variety of items delivered for its food programs. Various reports will be required, at least monthly, beginning with the first full month of delivery service. Successful Contractor will be required to provide to Student Nutrition Services, no later than 10 working days after the close of the previous month, a computer-generated sales analysis. Sales analysis will be by school and by descending dollar amount. All reports must include locations, items purchased, aggregate quantities, year-to-date purchases quantities per item and average unit cost or case cost.

50. DOCUMENTATION

The District may require written documentation of those items, which are covered by the Child Nutrition Program. Additional information may be required, and must be provided, upon request by the District, regarding the National Labeling and Education Act (NLEA) of 1990.
LOCAL PRODUCE FIXED MARK UP FEE AND FIXED DELIVERY FEE QUOTES

Fixed Mark Up Fee Quote:

Enter your fixed fee mark up fee per case for any local produce the District wishes to purchase directly from farms and have them deliver to schools by the bidder. Before making such purchases, both parties will mutually agree on the farm source. Fixed fees are to remain firm for the duration of the contract and any renewal periods.

a. For produce the Distributor is invoiced by the Farm by case price:
   $ __________ Per Case

b. For produce the Distributor is invoiced by the Farm by per pound price:
   $ __________ Per Pound

Fixed Delivery Fee Quote:

What is the minimum purchase for free delivery, if any? ______________________
If the purchase does not meet the minimum, what is the delivery fee per site, if any? ______________________
PREVIOUS EXPERIENCE QUESTIONNAIRE

1. Please describe your company’s experience working with Public K-12 School Districts, including the number of districts served and length of time working with these districts.

2. What strategies or systems, if any, does your company employ to meet the needs of Public K-12 School Districts?

3. Please describe your core leadership team and their experience working with the K-12 market. Resumes may be attached to this form, but are not required.
REFERENCE FORM

Bidders must be qualified and experienced in the type and volume of work specified. As proof of this, bidders must provide references from at least three (3) organizations to which bidder provides, or has provided food deliveries. **SFUSD requires that at least one reference is a K-12 Public School District.** The contacts provided must have direct knowledge of the bidder’s performance. Bidders must fill out every field in this References Form. Failure to submit this evidence may result in rejection of a bidder’s bid. If bidder wishes to provide additional references meeting these requirements, a copy of this form may be used.

1. **Organization (K-12 Public School District Required):**
   
   Contact (Name & Title): ________________________________
   
   Address: _____________________  City & State: _____________________________
   
   Telephone: ___________________  Email: __________________________________
   
   Description of the food supplies good (including dates) bidder provided to the company:
   
   __________________________________________________________________________
   
   __________________________________________________________________________

2. **Organization:**
   
   Contact (Name & Title): ________________________________
   
   Address: _____________________  City & State: _____________________________
   
   Telephone: ___________________  Email: _________________________________
   
   Description of the food supplies good (including dates) bidder provided to the company:
   
   __________________________________________________________________________
   
   __________________________________________________________________________

3. **Organization:**
   
   Contact (Name & Title): ________________________________
   
   Address: _____________________  City & State: _____________________________
   
   Telephone: ___________________  Email: _________________________________
   
   Description of the food supplies good (including dates) bidder provided to the company:
   
   __________________________________________________________________________
   
   __________________________________________________________________________
GOOD FOOD PURCHASING QUESTIONNAIRE AND COMMITMENT

GOOD FOOD PURCHASING QUESTIONNAIRE

1. Please briefly describe your company’s sustainability commitments, policy, or actions. **If you have a formal sustainability policy or statement, please attach it to this form.**

2. Does your company work with local (Northern California and San Francisco Bay Area) family owned farms? If so, what products do you source and in what volume? What percentage of your overall product offering come from 250 miles of SF, what percentage come from within California?

3. What strategies does your company employ to track the fair labor practices of farms from which you purchase? Do you prioritize purchasing from farms with Union representation? Do you purchase produce that is Fair Trade Certified by IMO?

4. Have you or any of your major suppliers had any significant labor law citations in the last five years? If so, please describe.
GOOD FOOD PURCHASING COMMITMENT

We commit to use our purchasing power to encourage the production and consumption of food that is healthy, affordable, fair, and sustainable. We recognize that the adoption of food procurement policies has the power to reform the food system, create opportunities for smaller farmers to thrive, provide just compensation and fair treatment for workers, support sustainable farming practices, reward good environmental stewardship, and increase access to fresh and healthy foods.

We pledge to leverage our purchasing power to support the following values:

- **Local Economies**: support small and mid-sized agricultural and food processing operations within the local area or region.
- **Environmental Sustainability**: source from producers that employ sustainable production systems that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics, and genetic engineering; conserve soil and water; protect and enhance wildlife habitat and biodiversity; and reduce on-farm energy consumption and greenhouse gas emissions.
- **Valued Workforce**: provide safe and healthy working conditions and fair compensation to all food chain workers and producers, from production to consumption.
- **Animal Welfare**: provide healthy care and high animal welfare for farm animals.
- **Nutrition**: promote health and well-being by offering generous portions of vegetables, fruit, and whole grains; reducing salt, added sugars, fats, and oils; and by eliminating artificial additives.

WE COMMIT OUR COMPANY TO TAKING THE FOLLOWING STEPS IN SUPPORT OF GOOD FOOD:

1. As outlined in the Good Food Purchasing Standards (Attachment P), we commit to meeting at least the baseline standard for five aforementioned value categories.
2. Establish supply chain accountability and a traceability system with suppliers to verify sourcing commitments.
4. Participate in the Good Food Purchasing Program, administered by the Center for Good Food Purchasing, and comply with due diligence reporting requirements to verify compliance, measure progress and celebrate success.

TO GUIDE IMPLEMENTATION, WE COMMIT TO THE FOLLOWING REPORTING REQUIREMENTS AND TIMELINE:

1. Submit signed Contractor Responsibility Questionnaire (see Attachment P) and comply with due diligence reporting requirements within one month of signing Good Food Purchasing Policy Form, verifying that our company and all subcontractors and suppliers comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core International Labour Organization (ILO) standards. Verify that vendors and all subcontractors and suppliers inform their employees in the language(s) appropriate to the employees about their employment rights under this policy.

   a) Freedom of association and the right to collective bargaining.
   b) Elimination of all forms of forced or compulsory labor.
   c) Abolition of child labor.
   d) Elimination of discrimination with respect to employment or occupation.

2. **Traceability Report**: submit records on an annual basis and as requested of each food item purchased by the contractor as part of this contract, to include product name, manufacturer name, unit, volume, and total cost. **Please attach a sample traceability report to this form.**
TRACEABILITY, INVOICE AND ORDERING QUESTIONNAIRE

1. Are you able to provide farm of origin labeling on invoices? If so, please attach as sample invoice here.

2. Are you able to provide monthly sourcing reports showing the farm of origin for all produce purchases and which items are sourced from within California and from within 250 miles of San Francisco? If so, please attach as sample sourcing report here.

3. Does your company use an online ordering system? If so, please provide a link or screen shot here.
   a. Does the system allow for supervisor review before orders are fulfilled/finalized? YES/NO
FOOD SAFETY QUESTIONNAIRE

1. Vendors are required to submit a copy of a fully developed and implemented HACCP Program with verification of employee training. Please attach here.

2. Vendors are also required to submit a copy of the most recent Food Safety Facilities Audit. Please attach here. If audit shows significant findings, please describe the corrective action plan implemented.

3. Please submit a copy of your company’s product recall notification standard and implementation system. Attach here.

4. Do you process cut produce on site? If not, from where do you purchase cut produce and is this facility licensed?
SFUSD’s Nutrition Guidelines for all Food and Beverages

Nutrition guidelines are updated as new nutritional science information becomes available.

Last updated: June 18, 2015

The District’s nutrition guidelines are a description of the minimum standards for all foods and beverages, including the type and amount of fat, sodium, sugar, calories, and other nutrients and food qualities. These guidelines meet or exceed the standards outlined in federal, state, and local policies and adhere to the USDA’s recently published Smart Snacks nutrition standards required by the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). In the event the nutrition standards in the HHFKA get rolled back, the District’s nutrition guidelines will not be rolled back but rather will retain the higher standards.

The District’s nutrition guidelines apply to all foods sold or served to students, staff and families on every PreK-12 campus and administrative building during school days starting from the time students are first admitted to the school campus in the morning to thirty minutes after the end of the regularly scheduled afterschool programs. This includes but is not limited to:

- A la carte service in the cafeteria
- After school programs
- Celebrations
- Classroom-based activities
- Donated food
- Fundraisers on school grounds
- Vending machines
- Rewards
- School meals
- School stores
- Snack bars/concession stands
- Snacks
- Staff and parent meeting

The District’s nutrition guidelines shall not impact culinary education programs’ curriculum in schools. However, to the extent that such programs are selling or serving food to students on campus during the school day the food must comply with the District’s nutrition guidelines.

Any entity and/or individual interested in donating, serving, or selling food and/or beverages to students during the school day must be pre-approved in writing by Student Nutrition Services (SNS) and must keep their own records as proof of compliance. For more information about the pre-approval process, visit www.sfusd.edu/bewell.

District funds can only be used to purchase foods and beverages that meet the District’s nutrition guidelines.

The District’s nutrition guidelines do not apply to food or beverage items bought with non-SFUSD funds for personal consumption. However, all staff are encouraged to promote healthy school environments by being positive role models for healthy behaviors on school property and at school-sponsored meetings and events where students are present, including only eating/drinking items that comply with the District’s nutrition guidelines.
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1. Quality Products

All food and beverages provided to the students, including those from outside food sources and those served under the federally funded child nutrition program, must meet the quality standard listed below and must also meet the applicable nutrition standards outlined in sections 2 or 3 of this document.

A. Meat and Poultry. Meat and poultry must meet the following grade standards.
   - Beef USDA A Choice or better
   - Fowl USDA A Grade A or B
   - Poultry Chicken (fryers) USDA A Grade A
   - Turkey USDA A Grade A
   - No pork is to be served.

B. Cured Processed Meats. (Bologna, frankfurters, luncheon meat, salami, others) shall meet all applicable requirements for Food Safety and Quality standards for the product. No variety meats, fillers, extenders, non-fat milk solids or cereal shall be used.

C. Non-Cured Meat Products. Meat shall not contain fillers and must be Grade A or better. Beef shall have a lean-to-fat ratio of at least eighty percent lean to twenty percent fat (80:20 lean-to-fat). For sausage patties, the maximum fat allowed is fifty percent (50%) by weight.

D. Animal Products Free from Non-Therapeutic Use of Antibiotics. Food providers and programs shall provide information whether animal products are or are not sourced from animals free from the non-therapeutic use of antibiotics. “Animal products that are free from non-therapeutic use of antibiotics” are animal products that come from food-producing animals which have only been subjected to the use antibiotics (particularly antibiotics with analogues to human drugs) when diagnosed with bacterial disease by a certified veterinarian, and which have not been subjected to the routine use of antibiotics other than for such disease therapy.

E. Dairy Products. All dairy products shall be USDA Grade A, where applicable. The following items shall not be used: Cold-pack cheese food, pasteurized processed cheese food, pasteurized cheese spread, and pasteurized processed cheese spreads and other cheese alternates.

F. Frozen Vegetables. All frozen vegetables shall be USDA Grade A Fancy IQF frozen providing color, flavor and textural characteristics of freshly prepared non-frozen vegetable upon re-heating of meal from frozen 0 degree Fahrenheit state. Canned vegetables, except beans, may be used only in preparation of sauces.

G. Fresh Fruits and Vegetables. A variety of fresh fruits and vegetables shall be served.

H. Grains. Foods that contain 100-percent whole grain or contain a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50-percent is whole grain. The remaining 50 percent or less of grains, if any, must be enriched.

I. Fats and Oils. Butter must meet 92 score; Fortified Margarine must be Fortified 15,000 IU.
J. **Fried Foods, Trans Fats.** No fried foods, flash fried foods or artificial trans fats are permitted; only natural, non-hydrogenated, and trans-fat free oils may be used in cooking, food preparation, and dressings.

K. **Processed Foods.** All processed foods shall contain no more than the minimum of sodium, fat, sugar, and/or other additives that are absolutely necessary for food preservation, safety, and palatability.

L. **Prohibited Additives.** All foods shall be free of the prohibited additives listed below:
   - Those not on the USDA Generally Recognized As Safe (GRAS) list.
   - Monosodium Glutamate (MSG)
   - Sodium Bisulfate (Sulfite Compounds)
   - Sodium Nitrate
   - Sodium Nitrite
   - Sodium Benzoate
   - Artificial colors or flavors
   - Added animal fats (lard) or by-products
   - Tropical oils (coconut and palm oils)
   - BHA&BHT.
   - L-Cystine
   - Disodium dihydrogen-sodium EDTA
   - Hydrogenated oils
   - High fructose corn syrup
   - No artificial transfats
   - Products containing: wine, alcohol, beef tallow, coconut palm oil.

M. **Fat and Sodium Levels.** Meals shall contain the lowest possible fat and sodium content possible while still providing a product with a good flavor and texture. Meals shall not contain more than thirty-five percent (35%) of the calories in any meal come from total fat, and no more than ten percent (10%) of calories in any meal be derived from saturated fats. See specific charts below for sodium levels.

N. **Freshly Prepared, Not Frozen Meals.** No more than twenty four (24) hours shall elapse between the time that a meal is fully prepared and individually packaged. Once fully prepared meals shall never be frozen.

O. **Peanuts and Tree Nuts.** No peanut or tree nut products can be distributed to students or added to any food/beverages distributed to students.
2. Foods and Beverages Standards

Any entity and/or individual interested in donating, serving, or selling food and/or beverages to students during the school day must comply with the following guidelines.

I. Food

Snacks or entrées must meet one of the following standards:

- First ingredient must be one of the food groups: Fruit, vegetable, dairy, protein, or whole grain
- Contain > 10% DV for calcium or potassium or Vitamin D or dietary fiber
- Be a combination food containing at least ¼ cup fruit or vegetable

The following foods only need to meet the calories, sodium, and trans fat requirements:

- Reduced-fat cheese or part-skim mozzarella
- Seeds or seed butters
- Dried fruits with no added sugar
- Fruits: fresh, frozen or canned in 100% juice
- Non-fried vegetables: fresh, frozen, or canned
- Dried fruits or vegetables

Entrée Standards (Middle and High Schools Only, Not Allowed at Elementary)

Entrées must meet one of the following standards:

- Meat/meat alternative and whole grain rich food
- Fruit/vegetable and meat/meat alternative
- Meat/meat alternative alone

<table>
<thead>
<tr>
<th>Nutrient</th>
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<tbody>
<tr>
<td>Calories</td>
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<tr>
<td>Sugar</td>
<td>35% sugar by weight</td>
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<tr>
<td>Sodium</td>
<td>480mg</td>
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<tr>
<td>Fat</td>
<td>35% of total calories from fat</td>
</tr>
<tr>
<td>Saturated Fat</td>
<td>10% of calories from saturated fat</td>
</tr>
<tr>
<td>Trans Fat</td>
<td>0g trans fat</td>
</tr>
</tbody>
</table>
### Snacks: Pre-K and Elementary Schools Standards

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<tbody>
<tr>
<td>Calories</td>
<td>175 kcal per item/container</td>
</tr>
<tr>
<td>Sugar</td>
<td>35% sugar by weight</td>
</tr>
<tr>
<td>Sodium</td>
<td>200mg</td>
</tr>
<tr>
<td>Fat</td>
<td>35% of total calories from fat*</td>
</tr>
<tr>
<td>Saturated Fat</td>
<td>10% of calories from saturated fat</td>
</tr>
<tr>
<td>Trans Fat</td>
<td>0g trans fat</td>
</tr>
</tbody>
</table>

The first ingredient must be one of the food groups: fruit, vegetable, dairy, protein*, or whole grain. *Protein is limited to seeds, legumes, eggs, cheese.

### Snacks: Middle and High Standards

<table>
<thead>
<tr>
<th>Nutrient</th>
<th>Limit per Item (≤)</th>
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<tbody>
<tr>
<td>Calories</td>
<td>200 kcal per item/container</td>
</tr>
<tr>
<td>Sugar</td>
<td>35% sugar by weight</td>
</tr>
<tr>
<td>Sodium</td>
<td>200mg</td>
</tr>
<tr>
<td>Fat</td>
<td>35% of total calories from fat*</td>
</tr>
<tr>
<td>Saturated Fat</td>
<td>10% of calories from saturated fat</td>
</tr>
<tr>
<td>Trans Fat</td>
<td>0g trans fat</td>
</tr>
</tbody>
</table>

### Snacks: Adult Standards

<table>
<thead>
<tr>
<th>Nutrient</th>
<th>Limit per Item (≤)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calories</td>
<td>250 kcal per item/container</td>
</tr>
<tr>
<td>Sugar</td>
<td>35% sugar by weight</td>
</tr>
<tr>
<td>Sodium</td>
<td>360 mg</td>
</tr>
<tr>
<td>Fat</td>
<td>35% of total calories from fat*</td>
</tr>
<tr>
<td>Saturated Fat</td>
<td>10% of calories from saturated fat</td>
</tr>
<tr>
<td>Trans Fat</td>
<td>0g trans fat</td>
</tr>
</tbody>
</table>
II. Beverages (All Ages)

The following drinks are allowed:

- Water
- Naturally Flavored Water (≤5 calories)
- Naturally Flavored Carbonated Water (≤5 calories)
- Milk (≤8 oz for Elementary, ≤12 oz for Middle and High Schools)
  - Non-fat or 1% milk
  - Non-fat Milk, flavored or unflavored (no more than 30 calories can be attributed to added sugar for flavored milk)
  - No added sweeteners
  - 25% DV for Calcium, contains Vitamin A and D

- Milk Alternatives
  - Lactose-free milk
  - Non-dairy milk (i.e.: soy milk, almond milk...) must meet the nutrient standards in the table below.

<table>
<thead>
<tr>
<th>Nutrient</th>
<th>Per one (1) cup (8 ounces)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calcium</td>
<td>276 mg.</td>
</tr>
<tr>
<td>Protein</td>
<td>8 gm.</td>
</tr>
<tr>
<td>Vitamin A</td>
<td>500 IU.</td>
</tr>
<tr>
<td>Vitamin D</td>
<td>100 IU.</td>
</tr>
<tr>
<td>Magnesium</td>
<td>24 mg.</td>
</tr>
<tr>
<td>Phosphorus</td>
<td>222 mg.</td>
</tr>
<tr>
<td>Potassium</td>
<td>349 mg.</td>
</tr>
<tr>
<td>Riboflavin</td>
<td>0.44 mg.</td>
</tr>
<tr>
<td>Vitamin B-12</td>
<td>1.1 mcg.</td>
</tr>
<tr>
<td>Sugar</td>
<td>≤ 10 g</td>
</tr>
<tr>
<td>Fat</td>
<td>≤ 5 g</td>
</tr>
</tbody>
</table>

Prohibited Beverages (All Ages)

Sugar Sweetened Beverages will not be sold or served to SFUSD students, staff or families at any time on any district property.* In addition, the following are not allowed:

- Caffeine**
- Added sugars, including high fructose corn syrup
- Artificial sweeteners
- 100% fruit juice
- Fruit drinks and punches
- Sports and energy drinks
- Soda***

* Flavored milk is allowed but no more than 30 calories can be attributed to added sugar, and high fructose corn syrup can not be used.
**Adult beverages include caffeinated coffee or tea with no added sugar or artificial sweeteners.
***No diet sodas/ drinks for adult vending, meetings, etc.

### 3. School Meal Standards and Meal Pattern

School meals must comply with the regulations of the federally funded Child Nutrition programs, ie National School Lunch Program (NSLP) and School Breakfast Program (SBP). A meal pattern is a menu-planning tool used to develop menus for a specific age group. Meal patterns should include food from each of four food groups- meat/meat alternate, vegetable/fruit, bread/bread alternate, and milk/milk alternate.

**Breakfast Pattern for Early Education Centers**

<table>
<thead>
<tr>
<th>Breakfast</th>
<th>Ages 3-5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Components</td>
<td></td>
</tr>
<tr>
<td>1 Milk</td>
<td>3/4 cup</td>
</tr>
<tr>
<td>1 Fruit/Vegetable</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>1 Grains/Bread</td>
<td></td>
</tr>
<tr>
<td>bread or cornbread or biscuit or roll or muffin or cold dry cereal or hot cooked cereal or pasta or noodles or grains</td>
<td>1/2 slice 1/2 serving 1/3 cup 1/4 cup 1/4 cup</td>
</tr>
</tbody>
</table>

- **Milk** served must be low-fat (1%) or non-fat (skim) for children ages 2 years and older and adults.
- **Breads and grains** must be made from whole-grain or enriched meal or flour.
- **Cereal** must be whole-grain or enriched or fortified.

**Breakfast Meal Pattern for K-12**

<table>
<thead>
<tr>
<th></th>
<th>Grade K-5</th>
<th>Grade 6-8</th>
<th>Grade 9-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fruit (cup)</td>
<td>5 (1)</td>
<td>5 (1)</td>
<td>5 (1)</td>
</tr>
<tr>
<td>Grains (oz eq)</td>
<td>7-10 (1)</td>
<td>8-10 (1)</td>
<td>9-10 (1)</td>
</tr>
<tr>
<td>Fluid Milk (cups)</td>
<td>5 (1)</td>
<td>5 (1)</td>
<td>5 (1)</td>
</tr>
</tbody>
</table>

**Other Specifications:** Daily Amount Based on the Average for a 5-Day Week

<table>
<thead>
<tr>
<th></th>
<th>Min-Max calories (kcal)</th>
<th>Saturated Fat (% of total calories)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>350-500</td>
<td>&lt; 10</td>
</tr>
<tr>
<td></td>
<td>400-550</td>
<td>&lt; 10</td>
</tr>
<tr>
<td></td>
<td>450-600</td>
<td>&lt; 10</td>
</tr>
</tbody>
</table>
### Lunch Pattern for Early Education Centers

<table>
<thead>
<tr>
<th>Food Components</th>
<th>Ages 3-5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Milk</td>
<td>3/4 cup</td>
</tr>
<tr>
<td>2 Fruit/Vegetable</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>1 Grains/Bread</td>
<td></td>
</tr>
<tr>
<td>bread or</td>
<td>1/2 slice</td>
</tr>
<tr>
<td>cornbread or biscuit or roll or muffin or</td>
<td>1/2 serving</td>
</tr>
<tr>
<td>cold dry cereal or</td>
<td>1/3 cup</td>
</tr>
<tr>
<td>hot cooked cereal or</td>
<td>1/4 cup</td>
</tr>
<tr>
<td>pasta or noodles or grains</td>
<td>1/4 cup</td>
</tr>
<tr>
<td>1 meat/meat alternate</td>
<td></td>
</tr>
<tr>
<td>meat or poultry or fish or</td>
<td>1½ oz.</td>
</tr>
<tr>
<td>alternate protein product or</td>
<td>1½ oz.</td>
</tr>
<tr>
<td>cheese or</td>
<td></td>
</tr>
<tr>
<td>egg or</td>
<td>3/4</td>
</tr>
<tr>
<td>cooked dry beans or peas</td>
<td>3/8 cup</td>
</tr>
<tr>
<td>yogurt</td>
<td>6 oz.</td>
</tr>
</tbody>
</table>

Menu offers non-choking hazard foods for pre-k students, who are under four years of age. Menu will not offer foods that are round, hard, small, thick and sticky, smooth, or slippery because they can cause choking. Hot dogs (sliced into rounds), whole grapes, hard candy, seeds, raw peas, dried fruit, pretzels, chips, popcorn, marshmallows, spoonfuls of peanut butter, and chunks of meat, which are larger than can be swallowed whole are examples of foods that can cause choking.
**Lunch/Supper Meal Pattern for K-12**

<table>
<thead>
<tr>
<th></th>
<th>Grade K-5</th>
<th>Grade 6-8</th>
<th>Grade 9-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount of Food Per Week (Minimum Per Day)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fruit (cup)</td>
<td>2½ (½)</td>
<td>2½ (½)</td>
<td>5 (1)</td>
</tr>
<tr>
<td>Vegetable (cup)</td>
<td>3¼ (¾)</td>
<td>3¼ (¾)</td>
<td>5 (1)</td>
</tr>
<tr>
<td>Dark Green</td>
<td>½</td>
<td>½</td>
<td>½</td>
</tr>
<tr>
<td>Red/Orange</td>
<td>¼</td>
<td>¼</td>
<td>1¼</td>
</tr>
<tr>
<td>Beans/Peas (Legumes)</td>
<td>½</td>
<td>½</td>
<td>½</td>
</tr>
<tr>
<td>Starchy</td>
<td>½</td>
<td>½</td>
<td>½</td>
</tr>
<tr>
<td>Other</td>
<td>½</td>
<td>½</td>
<td>¾</td>
</tr>
<tr>
<td>Additional vegetables</td>
<td>1</td>
<td>1</td>
<td>1½</td>
</tr>
<tr>
<td>Grains (oz eq)</td>
<td>8-9 (1)</td>
<td>8-10 (1)</td>
<td>10-12 (2)</td>
</tr>
<tr>
<td>Meat/Meat Alternates (oz eq)</td>
<td>8-10 (1)</td>
<td>9-10 (1)</td>
<td>10-12 (2)</td>
</tr>
<tr>
<td>Fluid Milk (cups)</td>
<td>5 (1)</td>
<td>5 (1)</td>
<td>5 (1)</td>
</tr>
</tbody>
</table>

*Other Specifications: Daily Amount Based on the Average for a 5-Day Week*

<table>
<thead>
<tr>
<th></th>
<th>Min-Max calories (kcal)</th>
<th>550-650</th>
<th>600-700</th>
<th>750-850</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturated Fat (% of total calories)</td>
<td>&lt; 10</td>
<td>&lt; 10</td>
<td>&lt; 10</td>
<td></td>
</tr>
<tr>
<td>Sodium (mg)*</td>
<td>≤ 640</td>
<td>≤ 710</td>
<td>≤ 740</td>
<td></td>
</tr>
<tr>
<td>Trans Fat</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

**Afterschool Snacks for K-12**

All snacks served through NSLP must meet USDA nutritional guidelines and include at least two of the following:

- 1 serving of milk
- 1 serving of fruits and/or vegetables
- 1 serving of grains1 serving of protein
**DELIVERY LOCATIONS**

<table>
<thead>
<tr>
<th>MIDDLE SCHOOL</th>
<th>HIGH SCHOOL</th>
</tr>
</thead>
<tbody>
<tr>
<td>School</td>
<td>Address</td>
</tr>
<tr>
<td>AP Giannini</td>
<td>3151 Ortega Street</td>
</tr>
<tr>
<td></td>
<td>San Francisco, CA 94122</td>
</tr>
<tr>
<td>Aptos</td>
<td>105 Aptos Avenue</td>
</tr>
<tr>
<td></td>
<td>San Francisco, CA 94127</td>
</tr>
<tr>
<td>Everett</td>
<td>450 Church Street</td>
</tr>
<tr>
<td></td>
<td>San Francisco, CA 94114</td>
</tr>
<tr>
<td>Herbert Hoover</td>
<td>2290 14th Avenue</td>
</tr>
<tr>
<td></td>
<td>San Francisco, CA 94116</td>
</tr>
<tr>
<td>James Denman**</td>
<td>241 Oneida Street</td>
</tr>
<tr>
<td></td>
<td>San Francisco, 94112</td>
</tr>
<tr>
<td>James Lick</td>
<td>1220 Noe Street</td>
</tr>
<tr>
<td></td>
<td>San Francisco, CA 94114</td>
</tr>
<tr>
<td>Marina</td>
<td>3500 Fillmore Street</td>
</tr>
<tr>
<td></td>
<td>San Francisco, CA 94123</td>
</tr>
<tr>
<td>Martin Luther King</td>
<td>35 Girard St, San Francisco</td>
</tr>
<tr>
<td></td>
<td>San Francisco, CA 94134</td>
</tr>
<tr>
<td>Presidio</td>
<td>450 30th Ave, San Francisco</td>
</tr>
<tr>
<td></td>
<td>94121</td>
</tr>
<tr>
<td>Roosevelt</td>
<td>460 Arguello Boulevard</td>
</tr>
<tr>
<td></td>
<td>San Francisco, CA 94118</td>
</tr>
<tr>
<td>Willie Brown</td>
<td>2055 Silver Ave, San Francisco, CA 94124</td>
</tr>
<tr>
<td>Ruth Asawa School of the Arts / McAtteer*</td>
<td>555 Portola Dr, San Francisco, CA 94131</td>
</tr>
</tbody>
</table>


**Currently, EED Central Kitchen is Co-located with Denman Middle School.
(Attachment K)

BID BOND FORM

Know All Men by These Presents That We

______________________________________

______________________________________

(Name of Insurance Company, Name of local representative, address and telephone number)

legally doing business in California as an admitted surety insurer, as Surety, are held firmly bound unto the San Francisco Unified School District, hereinafter called the District, in the penal sum of

______________________________________

(Dollars ($_________)) (which represents 10% of the bid amount) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such that,

WHEREAS, the Principal has submitted a Bid for

______________________________________

at

______________________________________

for which bids are to be opened on

______________________________________

NOW, THEREFORE, if the Principal is awarded the Contract, and, within the time and in the manner required in the Contract Documents, enters into a written Contract with the District in accordance with the Bid, and gives bonds with good and sufficient surety for the faithful performance of such Contract and for the prompt payment for labor and materials in the prosecution thereof; or in the event of the Principal’s failure to enter into such Contract and give such bonds, if the Principal shall pay to the District, the difference between the amount specified in said Bid and such larger amount for which the District may procure the work covered by said Bid, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney’s fee to be fixed by the court.

IN WITNESS WHEREOF, we have signed and sealed this instrument on this _______ day of _____________________, 2017.

______________________________________

(Principal)           (Seal)

______________________________________

(Witness)    (Title)

______________________________________

Surety)             (Seal)

______________________________________

(Witness)    (Title)

______________________________________

SIGNATURE EXECUTED IN BEHALF OF SURETY MUST HAVE PROPER ACKNOWLEDGEMENT.
CRIMINAL BACKGROUND CHECK/TUBERCULOSIS CLEARANCE WRITTEN CERTIFICATION FORM

<table>
<thead>
<tr>
<th>Name of Independent Contractor*:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services to be performed under the Agreement*:</td>
</tr>
<tr>
<td>Schools/Locations where services are being performed*:</td>
</tr>
<tr>
<td>Total amount to be paid by the District Under this Agreement not to exceed*:</td>
</tr>
<tr>
<td>Term of Agreement*: FY</td>
</tr>
</tbody>
</table>

*Provided for reference only; the provisions of the Agreement shall control in the event of a conflict with the language of this form.

**Contractor shall check the applicable boxes and fill in any applicable blanks.**

**CRIMINAL BACKGROUND CHECK**

1. [ ] Contractor/Contractor’s employees, agents or volunteers will **ONLY HAVE LIMITED OR NO CONTACT** with District students (as defined by District) in the performance of this Agreement. By checking this box, Contractor certifies that its employees, agents, volunteers will have no contact, or only limited contact, with District students in the performance of this Agreement.

2. [ ] Contractor/Contractor’s employees, agents or volunteers, listed below, will have **MORE THAN LIMITED CONTACT** with District students (as defined by District) in the performance of this Agreement.

   **INSERT NAMES OF EMPLOYEES** (Attach and sign additional pages, as needed.)

   By checking this box, Contractor certifies that the employees, agents, volunteers noted above/attached have been fingerprinted under procedures established by the California Department of Justice and the FBI, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code, and Contractor certifies that it has requested subsequent arrest notification for these employees.

**TUBERCULOSIS CLEARANCE**

3. [ ] Contractor/Contractor’s employees, agents or volunteers will **ONLY HAVE LIMITED OR NO CONTACT** with District students (as defined by District).

4. [ ] Contractor/Contractor’s employees, agents or volunteers, listed below, will have **MORE THAN LIMITED OR PROLONGED CONTACT** with District students (as defined by District) in the performance of this Agreement, and have cleared a TB Test.

   **INSERT NAMES OF INDIVIDUALS AND DATES OF T.B. CLEARANCE** (Attach and sign additional pages, as needed.)

**Further Certification by Contractor:** “I hereby certify on behalf of Contractor that the information provided herein is true and accurate. I further agree that during the term of this Agreement, if Contractor learns of additional information that differs from the responses provided above, including but not limited to hiring new personnel and/or notice of a subsequent arrest, Contractor will immediately forward this information to District. If Contractor receives any subsequent arrest notification, I certify that Contractor will immediately notify District and bar such employee/agent/volunteer from performing any services under this Agreement that involve any contact with students.”

Contractor Signature Date
Administrator Signature Date
SLT Member Signature Date

Print name of Signatory
Print name of Administrator
Print name of Superintendent’s Leadership Team Member
To be completed by Contractor:

Name of Contractor *:

Services to be performed under the Agreement*:

Schools/Locations where services are being performed*:

Total amount to be paid by the District Under this Agreement not to exceed*:

Term of Agreement*:

*Provided for reference only; the provisions of the Agreement shall control in the event of any conflict with the language of this form.

1. Are any of Contractor’s employees (or owners) ALSO current SFUSD employees/Board members, or former SFUSD employees/Board members within the last one (1) year? (Check “Yes” or “No” as applicable.)
   - NO. None of Contractor’s employees (or owners) are ALSO current SFUSD employees/Board members, or former SFUSD employees/Board members within the last one (1) year.
   - YES. Contractor’s employees (or owners) listed in the table below are ALSO current SFUSD employees/Board members, or former SFUSD employees/Board members within the last one (1) year. (Complete the table below. The list may be continued on an additional page as needed.)

<table>
<thead>
<tr>
<th>NAME of current SFUSD employee/Board member, or former SFUSD employee/Board member within the last one (1) year, who is ALSO Contractor’s employee (or owner):</th>
<th>JOB TITLE(S) AT SFUSD of current SFUSD employee/Board member, or former SFUSD employee/Board member within the last one (1) year, who is ALSO Contractor’s employee (or owner):</th>
<th>DATE on which individual left SFUSD employment/Board. Or, if the individual is currently an SFUSD employee/Board member, write “current.”</th>
</tr>
</thead>
</table>

2. Are any of Contractor’s employees (or owners) ALSO retirees from California State Teachers Retirement Services (CAL STRS)? (Check “Yes” or “No” as applicable.)
   - NO. None of Contractor’s employees (or owners) are retirees from CAL STRS
   - YES. Contractor’s employees (or owners) listed in the table below are retirees from CAL STRS. By checking YES, I am also certifying that I have informed the employees/owners listed in the table immediately below that the CAL STRS Postretirement Earnings Limit for FY 2018-2019 is $45,022. (Per California Education Code Sections 22714, 24114, 24116, 24214, 24214.5 and 24215.) (List may be continued on added page as needed.)

<table>
<thead>
<tr>
<th>NAME Contractor’s employees (or owners) who are retirees from CAL STRS.</th>
<th>DATE on which such individual retired under CAL STRS</th>
</tr>
</thead>
</table>

Certification by Contractor:

On behalf of Contractor, I hereby certify that, to Contractor’s knowledge, the information provided in this form is true, accurate, and complete. I agree that during the term of this Agreement, if Contractor learns of information that differs from that provided above, including but not limited to the hiring of new personnel who are current SFUSD employees or Board members, or former SFUSD employees or Board members or within the last one (1) year, Contractor will promptly update this form with the District.

Contractor’s Signature DATE

Print Name of Signatory

For SFUSD Office Use Only:

Received by: _________________________
(SFUSD staff initials)

Date received: ________________
(Attachment N)
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, San Francisco Unified School District (hereinafter referred to as “District”) and _______________ (hereinafter referred to as “Contractor”), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the services of _______________ at _______________, located in San Francisco, California (hereinafter referred to as the “Fresh Produce Contract”); and

WHEREAS, Contractor is required by the terms of the Fresh Produce Contract to furnish a bond for the faithful performance of all terms and conditions of the Fresh Produce Contract;

NOW, THEREFORE, Contractor, as principal, and ______________________________________________ (hereinafter referred to as “Surety”), as surety, are held and firmly bound unto Claimants, as defined herein, in the penal sum of ___________________ DOLLARS ($__________________), lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Fresh Produce Contract, which is incorporated herein by reference.

2. If Contractor timely performs each and every obligation under the Fresh Produce Contract, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. Surety’s obligation under this Performance Bond shall arise after:

3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing the Fresh Produce Contract; and

3.2 District has agreed to pay the Balance of the Agreement Price, as calculated under the terms of the Fresh Produce Contract, to Surety in accordance with the terms of the Fresh Produce Contract or to a contractor selected to perform the Fresh Produce Contract in accordance with the terms of the Fresh Produce Contract with District.

4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety’s expense take one of the following actions:

4.1 Arrange for Contractor, with consent of District, to perform and complete the Fresh Produce Contract; or

4.2 Undertake to perform and complete the Fresh Produce Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of Fresh Produce Contract, arrange for a contract to be prepared for execution by District and the Contractor selected with District’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Fresh Produce Contract, and pay to District the amount of damages as described in Paragraph 6 in
excess of the Balance of the Agreement Price, as calculated under the terms of the Fresh Produce
Contract, incurred by District resulting from Contractor’s Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with
reasonable promptness under the circumstances:

i. After investigation, determine the amount for which it may be liable to District and, as soon
as practicable after the amount is determined, tender payment thereof to District; or

ii. Deny liability in whole or in part and notify District citing specific reasons therefore.

5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice
described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such
longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on
this Bond. If the Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment
tendered or the Surety has denied liability, in whole or in part, without further notice District shall be entitled
to enforce any remedy available to District.

6. After District has declared a Contractor default, and if Surety elects to act under Subparagraph 4.1, 4.2 or 4.3
above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the
Fresh Produce Contract, and the responsibilities of District to Surety shall not be greater than those of the
District under the Fresh Produce Contract. To the limit of the amount of this Performance Bond, but subject
to commitment by District of the Balance of the Agreement Price to mitigation of costs and damages on the
Fresh Produce Contract, Surety is obligated without duplication for:

6.1 The responsibilities of Contractor for correction of the defective work, materials and equipment and
completion of the Fresh Produce Contract;

6.2 Additional legal, design professional, construction management and delay costs resulting from the
Contractor’s Default, and resulting from the actions or failure.

6.3 Liquidated damages, or if no liquidated damages are specified in the Fresh Produce Contract, actual
damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Fresh
Produce Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any
such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than
District or its heirs, executors, administrators or successors.

8. Surety hereby waives notice of any change, including changes of time, to the Fresh Produce Contract or to
related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction.
The prevailing party in any such action shall be entitled to recover its attorneys’ fees, to be faxed as an item
of costs.

10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via telecopier to
the facsimile number, shown on the signature page.

11. DEFINITIONS

11.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the Fresh
Produce Contract after all proper adjustments have been made, including allowance to Contractor of any
amounts received or to be received by District in settlement of insurance or other claims for damages to
which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor
under the Fresh Produce Contract.
11.2 Fresh Produce Contract: The agreement between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Fresh Produce Contract.

**CONTRACTOR**, as principal

___________________________________  ______________________________________

By: ________________________________  By: ___________________________________

Title: _______________________________  Title: __________________________________

Address:          

____________________________________  _______________________________________

Fax: ________________________________  Fax: ___________________________________

Phone: ______________________________  Phone: _________________________________

**SURETY**

___________________________________  ______________________________________

By: ________________________________

Title: _______________________________

Address:          

____________________________________  _______________________________________

Fax: ________________________________  Fax: ___________________________________

Phone: ______________________________  Phone: _________________________________

**DISTRICT**

San Francisco Unified School District
135 Van Ness Avenue, Room 123
San Francisco CA 94102
Phone: (415) 241-6468
Fax: (415) 241-6487
SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower-Tier Transaction

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

(Before completing certification, read instructions on next page.)

I. The prospective lower-tier participant certifies, by submission of this proposal, that 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.

II. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Titles of Authorized Representative(s)

Signatures

Date

III. INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage __________________ of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

In the past five years, has your firm been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below? If yes, please explain the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES

Federal Department of Labor
• American with Disabilities Act
• Immigration Reform and Control Act
• Family Medical Leave Act
• Fair Labor Standards Act
• Davis-Bacon and laws covering wage requirements for federal government contract workers
• Migrant and Seasonal Agricultural Workers Protection Act
• Immigration and Naturalization Act
• Occupational Safety and Health Act
• anti-discrimination provisions applicable to government contractors and subcontractors
• whistleblower protection laws

Federal Department of Justice
• Civil Rights Act
• American with Disabilities Act
• Immigration Reform and Control Act of 1986
• bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)
• anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
• prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency
• Environmental Protection Act

National Labor Relations Board
• National Labor Relations Act

Federal Equal Employment Opportunity Commission
• Civil Rights Act
• Age Discrimination in Employment Act
• Rehabilitation Act
• Americans with Disabilities Act

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.
If yes, please explain the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.
### Best Value Bid Proposal Score Card

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Past Performance, Reliability and Experience</td>
<td></td>
<td>150</td>
</tr>
<tr>
<td>a)</td>
<td>Firm demonstrates recent and substantial experience providing the same services to large, urban K-12 Districts in California.</td>
<td>25</td>
</tr>
<tr>
<td>b)</td>
<td>Firm demonstrates longstanding commitment to meeting the needs of the K-12 market including robust systems and strategies which are verified by both the Firm and the references provided.</td>
<td>25</td>
</tr>
<tr>
<td>c)</td>
<td>Firm demonstrates strong leadership team with recent and substantial experience serving the K-12 market.</td>
<td>25</td>
</tr>
<tr>
<td>d)</td>
<td>Firm demonstrates recent and substantial experience providing food to commercial clients in and environment requiring fast and efficient ordering and delivery.</td>
<td>15</td>
</tr>
<tr>
<td>e)</td>
<td>Firm provides three verifiable references, at least one of which is a K-12 School District.</td>
<td>5</td>
</tr>
<tr>
<td>f)</td>
<td>References strongly demonstrate Firm's ability to meet SFUSD's needs as outlined in the Best Value Bid Proposal.</td>
<td>55</td>
</tr>
<tr>
<td>2. Commitment to Good Food Purchasing Policy</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-----</td>
<td></td>
</tr>
<tr>
<td>a) Firm has a formal sustainability policy or statement.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>b) Firm’s sustainability policy or statement aligns with the five Good Food Purchasing values: local economies, environmental sustainability, valued workforce, animal welfare, and nutrition.</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>c) Firm demonstrates a high percentage of products sourced from within Northern California.</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>d) Firm demonstrates vetted and robust experience tracking labor standards for its major suppliers and/or prioritizes the purchase of produce from farms with Union representation or fair trade certified international farms.</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>e) Firm demonstrates no recent labor law citations for itself or its major suppliers.</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>f) Firm signs the Good Food Purchasing Commitment.</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Local Sourcing and Traceability</th>
<th>100</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Firm demonstrates ability to show farm of origin on invoices.</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td><strong>4. Food Safety Plan</strong></td>
<td><strong>75</strong></td>
</tr>
<tr>
<td>a)</td>
<td>Firm provides high quality HACCP plan and evidence of employee training.</td>
</tr>
<tr>
<td>b)</td>
<td>Firm’s most recent food safety audit shows no significant findings and/or demonstrated corrective action plan.</td>
</tr>
<tr>
<td>c)</td>
<td>Firm demonstrates robust and effective product recall notification system.</td>
</tr>
<tr>
<td>a)</td>
<td>Firm processes or purchases all cut produce in/from a licensed facility.</td>
</tr>
</tbody>
</table>

<p>| <strong>5. Quality of Samples Provided</strong> | <strong>75</strong> |
| a) | Firm delivers requested samples by date required. (See section 9 of IFB.) | 5 |
| a) | Overall quality of samples. | 70 |</p>
<table>
<thead>
<tr>
<th>QUALITY OF RESPONSE</th>
<th>STRENGTHS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Exceptional Response – 100%</strong></td>
<td>Addresses the requirements completely, exhibits outstanding</td>
</tr>
<tr>
<td>of available points</td>
<td>knowledge, creativity, innovation or other justifying factors.</td>
</tr>
<tr>
<td></td>
<td>Meets all requirements; numerous strengths in key areas</td>
</tr>
<tr>
<td><strong>Good Response – 75%</strong></td>
<td>Addresses the requirements completely and some elements in an</td>
</tr>
<tr>
<td>of available points</td>
<td>outstanding manner.</td>
</tr>
<tr>
<td></td>
<td>Meets all requirements; some strengths in key areas</td>
</tr>
<tr>
<td><strong>Adequate Response – 50%</strong></td>
<td>Addresses most elements of the requirements.</td>
</tr>
<tr>
<td>of available points</td>
<td>Meets most requirements; some strengths provided</td>
</tr>
<tr>
<td><strong>Marginal Response – 25%</strong></td>
<td>Meets some of the requirements.</td>
</tr>
<tr>
<td>of available points</td>
<td>Meets some requirements with some strengths</td>
</tr>
<tr>
<td><strong>Poor Response – 0%</strong></td>
<td>Meets a few to none of the requirements.</td>
</tr>
<tr>
<td>of available points</td>
<td>Few or no clear strengths</td>
</tr>
</tbody>
</table>
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   Scoring Example

7-11 Implementation Timeline & Key Steps
   Conduct Baseline Assessment
   Provide Technical Assistance
   Verify Sources And Award Star Rating
   Institutionalize GFPP
   Recognize Success

12-16 Good Food Purchasing Policy

17-33 Good Food Purchasing Standards for Food Service Institutions
   Value One: Local Economies
   Value Two: Environmental Sustainability
   Value Three: Valued Workforce
   Value Four: Animal Welfare
   Value Five: Nutrition
   Extra Points
Creating a transparent ‘farm-to-fork’ food supply
Scoring System
Verification and scoring are central components of the Good Food Purchasing Program. When an institution participates in the program, Center for Good Food Purchasing (CGFP) staff work with the institution to collect and analyze in-depth information about purchasing and food service practices.

The following program components guide the detailed analysis of institutional purchasing practices:

**BASELINE STANDARD IN FIVE VALUE CATEGORIES**
Participating institutions agree to meet a baseline standard in each of the five value categories.

**TIERED, POINTS-BASED SCORING SYSTEM**
The Good Food Purchasing Program is points-based and flexible, so an institution can meet different standard levels in each value category to align with their organizational priorities. The aggregate points result in a star rating of one through five. The star rating is determined as follows: one point is awarded in each category for achievement of the baseline standard (i.e. Level 1). An institution may choose to meet more rigorous standards (i.e. Levels 2 or 3) in any or all categories to earn additional points (i.e. 2 points for Level 2 and 3 points for Level 3 in a single category), and may also earn bonus points in each category. A score is given in each category, and an institution is awarded a star rating based on the aggregate score across the five value categories.

**MIXING LEVELS AND VALUES**
Points may be earned by mixing various standard levels and value categories.

*Example:*

2 points from Level 2 of Nutrition + 1 point from Level 1 of Animal Welfare = 3 points total

The Good Food Purchasing Program provides clear standards and strategic support to empower major institutions to procure local, sustainable, fair and humanely produced foods, while improving access to healthy, high quality food for all communities.
GOOD FOOD PURCHASING AWARD LEVELS

ACCUMULATION OF POINTS
Cumulative points may be earned if purchasers comply simultaneously with multiple standards within a particular value category.

2 points from Level 2 Environmental Sustainability + 1 Point from Level 1 Environmental Sustainability = 3 Points

INCREASED COMMITMENT OVER TIME
GFPP institutions are committed to creating positive changes in their local region over time. To maintain the star rating, an institution must increase its overall Good Food Purchases from 15% to 25% for Local Economies, Environmental Sustainability, and Animal Welfare and from 5% to 15% for Valued Workforce.

Each of the five value categories has a baseline standard, which represents an institution has met higher-than-average industry standards in its sourcing efforts. To become a Good Food Provider, the food service institution will at least meet the baseline (equal to 1 point) in each of the five values. Meeting even higher standards results in greater points awarded. The accumulation of points across all values is used to calculate and award a star rating.

<table>
<thead>
<tr>
<th>STAR RATING</th>
<th>NUMBER OF POINTS NEEDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>★★</td>
<td>5 – 9</td>
</tr>
<tr>
<td>★★★</td>
<td>10 – 14</td>
</tr>
<tr>
<td>★★★★</td>
<td>15 – 19</td>
</tr>
<tr>
<td>★★★★★</td>
<td>20 – 24</td>
</tr>
<tr>
<td>★★★★★★</td>
<td>25 +</td>
</tr>
</tbody>
</table>
Institution A serves nutritious meals to low-income children. They would like to make purchases that support local businesses and well-paying jobs, so they have prioritized Local Economies, Valued Workforce, and Nutrition. They are satisfied meeting the baseline standard in Environmental Sustainability and Animal Welfare.

**GOOD FOOD PROVIDER**

**LOCAL**

**6pts.**

Creating opportunities for businesses in our community to thrive is important to us. Over 50% of our food is purchased from producers in Southern California, including very small farmers, minority-owned businesses, and businesses located in LA County.

**SUSTAINABLE**

**1pt.**

Over 15% of our purchases are from producers with high environmental stewardship standards, including pesticide-free and organic practices and minimal use of growth hormones & antibiotics in dairy cattle.

**FAIR**

**6pts.**

Over 10% of our food purchases come from suppliers who pay living wages and respect health & safety regulations, and many have a union contract. This is a high bar by industry standards and something we work actively with our suppliers to improve even further.

**HUMANE**

**1pt.**

15% of our meat, poultry and dairy products are humanely produced, including 65% of our eggs being cage-free and 10% of our meat being antibiotic-free.

**HEALTHY**

**3pts.**

We purchase whole, seasonal fruits and vegetables and minimize added sugars, sodium, and fats. Our most nutritious offerings are featured in high-visibility areas to make healthy choices easy.

**17pts.**
Implementation Timeline & Key Steps
Values-based procurement begins with understanding current food sources. With this transparency, institutions can make meaningful improvements to their purchasing practices over time.

STEP 1: Conduct Baseline Assessment

Good Food Provider Action Steps

1. NOTIFY VENDORS OF POLICY ADOPTION
   Contracted vendors are notified of the institution’s adoption of the Good Food Purchasing Policy and the expectation that detailed purchasing data will be provided to the institution.

2. COLLECT PURCHASING DATA
   The institution works with food service providers and/or vendors to collect detailed purchasing data.
   Detailed purchasing data include records of each fruit, vegetable, meat/poultry, dairy and grain product purchased by the institution, including:
   - Product name;
   - Volume purchased;
   - The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin;
   - Any known Good Food attributes of a supplier (such as Integrated Pest Management, union contract, etc.)
   - Amount spent by institution for each product, to include:
     (a) Price per volume; and
     (b) For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch; and
   - The institution also reports on the total dollar value of purchases by the institution for all food items.

3. SUBMIT ADDITIONAL REQUIRED DOCUMENTATION
   Contractor Code of Conduct
   Food Service Operations Overview
   Nutrition Checklist

CGFP Staff Action Steps

1. COMPLETE DATA ANALYSIS & BASELINE ASSESSMENT
   CGFP staff analyze purchasing data to provide a detailed analysis of the institution’s current progress toward the baseline standards in each value category.
Good Food Provider Action Steps

1. USE BASELINE ASSESSMENT TO DEVELOP ACTION PLAN TO MEET BASELINE STANDARDS IN ALL CATEGORIES
   The action plan is a tool developed by each institution with CGFP staff guidance, to provide a framework for meeting short and long-term purchasing goals:
   (a) Short-term goals may include changes to purchasing practices to meet the baseline standards in each of the value categories (i.e. using new suppliers, moving toward new product lines from existing suppliers, etc.).
   (b) Long-term goals establish the framework for increasing Good Food purchases each year.

CGFP Staff Action Steps

1. COORDINATE INDIVIDUAL TECHNICAL ASSISTANCE
   Arrange consulting opportunities including menu development, sourcing assistance, cafeteria food environment maximization, etc.; Generate preferred supplier information by value category; Provide advice on bidding guidelines and RFP and contract language to Good Food Providers; Develop multi-year implementation plans with Good Food Providers; Share branding materials and program marketing assistance.

2. PROVIDE GROUP TECHNICAL ASSISTANCE
   Host regular meetings, workshops and/or webinars for Good Food Providers and their vendors to:
   (1) share best practices,
   (2) build capacity around current values-based procurement initiatives and
   (3) receive programmatic updates

STEP 2: Provide Technical Assistance

CGFP staff provide technical assistance to Good Food Providers and vendors to encourage key changes in production practices of current supply chain partners and to shift purchases toward source-verified farms that meet GFPP standards.
**Institutions are most successful in meeting their Good Food purchasing goals when the Good Food Purchasing Standards and reporting requirements are incorporated into new RFPs and contracts. CGFP staff supplies Good Food Providers with sample RFP and contract language to assist with the process.**

**STEP 3:**
Verify Sources and Award Star Rating

GFPP establishes supply chain traceability to measure purchasing impacts along the supply chain. GFPP staff regularly verify purchasing sources, conduct a thorough analysis of production practices, and award a star rating, establishing GFPP as a rigorous standard by which to measure procurement performance over time.

**STEP 4:**
Institutionalize GFPP

Good Food Provider Action Steps

1. **COLLECT UPDATED PURCHASING DATA**
Detailed purchasing data are collected twice yearly, to assess progress toward the goals identified in the action plan.

CGFP Staff Action Steps

1. **COMPLETE DATA ANALYSIS & AWARD SCORE**
The analysis of the institution’s data is completed and a score is formally awarded. If the participant meets the baseline standard in all five categories at this time, they are considered a Good Food Provider and receive the official program logo and decal to share their accomplishment and the steps they have taken to improve their sourcing practices in marketing materials and food service settings.

Good Food Provider Action Steps

1. **SHARE CONTRACT AND RFP TIMELINES WITH CGFP STAFF**

2. **INCORPORATE GOOD FOOD PURCHASING STANDARDS AND REPORTING REQUIREMENTS INTO NEW RFPS AND CONTRACTS**

CGFP Staff Action Steps

1. **PROVIDE SAMPLE RFP AND CONTRACT LANGUAGE TO GOOD FOOD PROVIDER**

2. **PARTICIPATE AS TECHNICAL ADVISORS IN RFP AND BID SELECTION PROCESSES, UPON REQUEST**
The Good Food Purchasing Program publicly acknowledges outstanding Good Food Providers each year. As a part of the GFPP commitment made through the policy process, annual progress reports are provided to relevant public officials.

CGFP staff meet with each Good Food Provider for an annual check-in on the action plan in preparation for these public recognition opportunities.

**Good Food Provider & CGFP Staff Action Steps**

1. ANNUAL CHECK-IN/YEAR END REVIEW
2. OUTSTANDING PARTICIPANTS PUBLICLY RECOGNIZED
Good Food Purchasing Policy
We recognize that the adoption of the Good Food Purchasing Program has the power to reform the food system, create opportunities for smaller farmers to thrive, provide just compensation and fair treatment for workers, support sustainable farming practices, reward good environmental stewardship, and increase access to fresh and healthy foods. We will leverage our purchasing power to support the following values:

**Local Economies:** support small and mid-sized agricultural and food processing operations within the local area or region.

**Environmental Sustainability:** source from producers that employ sustainable production systems that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics, and genetic engineering; conserve soil and water; protect and enhance wildlife habitat and biodiversity; and reduce on-farm energy consumption and greenhouse gas emissions.

**Valued Workforce:** provide safe and healthy working conditions and fair compensation to all food chain workers and producers, from production to consumption.

**Animal Welfare:** provide healthy and humane care for livestock.

**Nutrition:** promote health and well-being by offering generous portions of vegetables, fruit, and whole grains; reducing salt, added sugars, fats, and oils; and by eliminating artificial additives.

**WE COMMIT TO TAKING THE FOLLOWING STEPS IN SUPPORT OF GOOD FOOD:**

(1) Meet identified multi-year benchmarks at the baseline standard or higher for each of the five value categories – local economies, environmental sustainability, valued workforce, animal welfare, and nutrition, as specified in the Good Food Purchasing Standards and annually increase the procurement of Good Food.

(2) Establish supply chain accountability and a traceability system with
suppliers to verify sourcing commitments.

(3) Incorporate the Good Food Purchasing Standards and reporting requirements into all new RFPs and contracts.

REPORTING REQUIREMENTS

(1) Submit a Food Service Operations Overview form detailing the total annual dollar amount of food purchases by food category (including beverages), within one month of adopting the Good Food Purchasing Policy.

(2) Submit Baseline Nutrition Assessment within one month of adopting the Good Food Purchasing Policy.

(3) Submit signed Contractor Code of Conduct within one month of adopting the Good Food Purchasing Policy, verifying that vendors and all subcontractors and suppliers comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core International Labour Organization (ILO) standards. Verify that vendors and all subcontractors and suppliers inform their employees in the language(s) appropriate to the employees about their employment rights under this policy.

The ILO standards include:

1. Freedom of association and the right to collective bargaining.
2. Elimination of all forms of forced or compulsory labor.
3. Abolition of child labor.
4. Elimination of discrimination with respect to employment or occupation.

(4) Submit quarterly records of each fruit, vegetable, meat/poultry, dairy and grain products purchased, to include:

Product name; and
Volume purchased; and
The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s)
of origin; and
If/how a Good Food supplier fulfills and verifies identified Good Food goals, including local, environmentally sustainable, fair, animal welfare and healthy; and
Amount spent by institution for each product, to include:
  a. Price per volume; and
  b. For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch; and
Total dollar value spent for all food items.

(5)
Develop and adopt a multi-year action plan with benchmarks to comply with the Good Food Purchasing Standards within the first year of adopting the Good Food Purchasing Policy.

(6)
Report annually on implementation progress of the Good Food Purchasing Standards.
Good Food Purchasing Standards for Food Service Institutions
GOOD FOOD PURCHASING PRINCIPLES

LOCAL ECONOMIES (LOCAL FOOD)

Use local, seasonally available ingredients from community supported, small and medium sized farms and food processing facilities, to maintain local economies, create jobs, prevent sprawl, preserve farmlands, provide fresher food, and minimize transport and storage. If local ingredients are not available, use regional or at a minimum, domestic, ingredients.

ENVIRONMENTAL SUSTAINABILITY (ENVIRONMENTALLY SUSTAINABLE FOOD)

Source food from farming systems that minimize harm to the environment; such as certified organic farms, farms offering high bio-diversity of crop yield, farms actively reducing risk created through pesticide use, and soil enrichment and water conservation programs.

Avoid food products with supplemental growth hormones and non-therapeutic antibiotics and Genetic Modification (GMO) of crops, livestock, and livestock feed.

Minimize foods of animal origin (meat, dairy products, and eggs), as livestock farming is one of the most significant contributors to climate change.

Exclude fish species identified as most ‘at risk’ by the Marine Conservation Society and Monterey Bay Aquarium’s Seafood Watch and give preference to fish derived from sustainable sources.

Purchase lower-grade (less than retail quality) produce for use in prepared dishes to allow more complete use of farm produce, to reduce waste, and to reduce costs.

Minimize bottled water sales and instead serve plain or filtered tap water in reusable jugs or bottles, to minimize transport and packaging waste.

VALUED WORKFORCE (FAIR FOOD)

Choose food products that ensure safe and healthy working conditions, fair compensation, and a voice at work for all food chain workers and producers from production to consumption.

Choose food and drink products that ensure a fair deal for producers and workers in developing nations and economies.
If animal products are a featured menu item, ensure that meat, dairy products, and eggs are produced using high verifiable animal welfare standards which consumers would consider to be significantly higher than standard industry practices.

Promote health and well-being by offering generous portions of vegetables, fruit, and whole grains while reducing salt, added sugars, fats, oils, and red meat consumption, and eliminating artificial additives.

Improving equity, affordability, accessibility, and consumption of high quality culturally relevant Good Food in all communities is central to our focus on advancing Good Food purchasing practices.
### Local Economies

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Local Economies category.

<table>
<thead>
<tr>
<th>LEVEL 1 - BASELINE</th>
<th>LEVEL 2</th>
<th>LEVEL 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local within 200 miles AND large scale operations (&gt;500 acre farms); or</td>
<td>Local within 200 miles AND medium scale operations; or</td>
<td>Local within 200 miles AND small scale operations</td>
</tr>
<tr>
<td>Outside of the local 200 mile range but within state AND medium scale operations (180-499 acre farms); or</td>
<td>Outside of the local 200 mile range but within state AND small scale operations</td>
<td></td>
</tr>
<tr>
<td>Outside of state AND small scale operations (&lt;180 acres)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. The geographic radius of local is flexible, depending on regional variation in food production patterns.
2. Farm size is based upon the classification of farms by acreage in the 2012 USDA Agricultural Census.
<table>
<thead>
<tr>
<th>Level</th>
<th>TARGET: YEAR 1</th>
<th>TARGET: YEAR 5</th>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1 - Baseline</td>
<td>15% annual average of total cost of food purchases, comes from Level 1 Local food sources.</td>
<td>25% annual average of total cost of food purchases will come from Level 1 local food sources.</td>
<td>1</td>
</tr>
<tr>
<td>Level 2</td>
<td>15% annual average of total cost of food purchases come from Level 2 Local food sources.</td>
<td>25% annual average of total cost of food purchases will come from Level 2 local food sources.</td>
<td>2</td>
</tr>
<tr>
<td>Level 3</td>
<td>15% annual average of total cost of food purchases come from Level 3 Local food sources.</td>
<td>25% annual average of total cost of food purchases will come from Level 3 local food sources.</td>
<td>3</td>
</tr>
<tr>
<td>LEVEL 1 - BASELINE</td>
<td>LEVEL 2</td>
<td>LEVEL 3</td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>---------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td><strong>FRUITS &amp; VEGETABLES</strong></td>
<td><strong>FRUITS &amp; VEGETABLES</strong></td>
<td><strong>FRUITS &amp; VEGETABLES</strong></td>
<td></td>
</tr>
<tr>
<td>Organic practices, including pesticide-free, hydroponic, IPM, organic practices with no certification, or PRiME score has no high risk components for Integrated Pest Management Practices</td>
<td>PRiME score indicates low-risk for Integrated Pest Management Practices; or Protected Harvest certified; or Non-GMO Project Verified; or Food Alliance Certified;</td>
<td>USDA Organic; or Biodynamic</td>
<td></td>
</tr>
<tr>
<td><strong>MILK &amp; DAIRY</strong></td>
<td><strong>MILK &amp; DAIRY</strong></td>
<td><strong>MILK &amp; DAIRY</strong></td>
<td></td>
</tr>
<tr>
<td>No antibiotics; and rBGH/rBST free</td>
<td>Non-GMO Project Verified; or Animal Welfare Approved</td>
<td>Food Alliance Certified; or USDA Organic</td>
<td></td>
</tr>
<tr>
<td><strong>MEAT &amp; POULTRY</strong></td>
<td><strong>MEAT &amp; POULTRY</strong></td>
<td><strong>MEAT &amp; POULTRY</strong></td>
<td></td>
</tr>
<tr>
<td>Cage-free eggs; or Pasture raised; or USDA Grassfed; or No antibiotics; or Certified Responsible Antibiotic Use</td>
<td>AGA Grassfed; or Non-GMO Project Verified; or Animal Welfare Approved</td>
<td>Food Alliance Certified; or USDA Organic</td>
<td></td>
</tr>
<tr>
<td><strong>SEAFOOD</strong></td>
<td><strong>SEAFOOD</strong></td>
<td><strong>SEAFOOD</strong></td>
<td></td>
</tr>
<tr>
<td>No seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s Seafood Watch Guide</td>
<td>Fish listed as “Good” and “Best” choices in Monterey Bay Aquarium’s Seafood Watch Guide</td>
<td>Marine Stewardship Council certified; or 100% of fish listed as “Best Choice” in Monterey Bay Aquarium’s Seafood Watch Guide</td>
<td></td>
</tr>
<tr>
<td><strong>GRAINS</strong></td>
<td><strong>GRAINS</strong></td>
<td><strong>GRAINS</strong></td>
<td></td>
</tr>
<tr>
<td>Pesticide-free</td>
<td>Food Alliance Certified; or Non-GMO Project Verified</td>
<td>USDA Organic</td>
<td></td>
</tr>
</tbody>
</table>

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Environmental Sustainability Category.

1. “No antibiotics” refers to sub-therapeutic use in food production. It does not refer to residues on the meat itself.
<table>
<thead>
<tr>
<th>Level</th>
<th>Target Year 1</th>
<th>Target Year 5</th>
<th>Points Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1 - Baseline</td>
<td>15% annual average of total cost of food purchases comes from Level 1 Environmentally Sustainable sources. No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.</td>
<td>25% annual average of total cost of food purchases will come from Level 1 environmentally sustainable sources. No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.</td>
<td>1</td>
</tr>
<tr>
<td>Level 2</td>
<td>15% annual average of total cost of food purchases come from Level 2 environmentally sustainable food sources. No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.</td>
<td>25% annual average of total cost of food purchases come from Level 2 environmentally sustainable sources. No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.</td>
<td>2</td>
</tr>
<tr>
<td>Level 3</td>
<td>15% annual average of total cost of food purchases come from Level 3 environmentally sustainable food sources. No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.</td>
<td>25% annual average of total cost of food purchases comes from Level 3 environmentally sustainable sources. No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.</td>
<td>3</td>
</tr>
</tbody>
</table>
### Level 1 - Baseline

Distributor has policy to respect the freedom of association of farmers, ranchers, and fisherfolk; and Vendor signs in writing that vendor and all suppliers comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO):

1. Freedom of association and the right to collective bargaining.
2. Elimination of all forms of forced or compulsory labor.
3. Abolition of child labor.
4. Elimination of discrimination with respect to employment or occupation; and

If vendors and suppliers are found to have health and safety and/or wage and hour violations within the past 5 years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations.

### Level 2

Meets the Level 1 baseline requirements; and

**Vendor and Supplier**

Have a social responsibility policy, which includes:

1. Union or non-poverty wages;
2. Respect for freedom of association and collective bargaining;
3. Safe and healthy working conditions; and
4. Prohibition of child labor, except as allowed by domestic law and at least one additional employment benefit such as:
   - Health care benefits
   - Paid sick days
   - Profit-sharing with all employees;
   or

   - Are Fair Trade Certified;
   or

   - Has Fair for Life certification

### Level 3

Meets the Level 1 baseline requirements; and

**Vendor and Supplier**

Have a union contract with their employees; or

- Are a Worker-Owned Cooperative;
- Have signed the CIW Fair Food Supplier Code of Conduct;
- Are Food Justice-Certified by the Agricultural Justice Project;
- Are certified by the Equitable Food Initiative

*Greater credit is given for full supply chain participation at Level 3. Points are weighted as follows:

- 100% credit if source farm, AND processor or shipper, AND distributor meet Level 3 criteria.
- 66% credit if two of three companies meet Level 3 criteria.
- 33% credit if one of three companies meet Level 3 criteria.

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Valued Workforce Category.
TARGET: YEAR 1

Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.

– AND –

If VENDORS AND suppliers are found to have health & safety and/or wage & hour violations within the past 5 years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations.

– OR –

If vendor and/or suppliers do not have current capacity to meet fair food purchasing baseline standard, the institution may submit a plan to achieve full compliance at least at the baseline level by end of Year 1.

TARGET: YEAR 5

Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.

– AND –

If vendor and/or suppliers are found to have health & safety and/or wage & hour violations within the past 5 years, that supplier about steps taken to mitigate past violations and prevent future violations.

POINTS AWARDED

1

Level 1 - Baseline

5% annual average of total cost of food purchases come from Level 2 fair food sources.

2

Level 2

Institution complies with baseline Level 1 fair criteria AND

5% annual average of total cost of food purchases come from Level 3 fair food sources.

3

Level 3

Institution complies with baseline Level 1 fair criteria AND

5% annual average of total cost of food purchases come from Level 3 fair food sources.

15% annual average of total cost of food purchases come from Level 3 fair food sources.
# Value Four: Animal Welfare

## Level 1 - Baseline

**Milk & Dairy**
- Produced from Pastured Cows; or
- USDA Organic; or
- No antibiotics

**Meat & Poultry**
- Step 1 of Global Animal Partnership 5-Step Animal Welfare Rating standards; or
- USDA Organic; or
- Cage-free eggs; or
- Pastured; or
- No antibiotics; or
- Certified Responsible Antibiotic Use

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## Level 2

**Milk & Dairy**
- American Humane Certified

**Meat & Poultry**
- Step 2 of Global Animal Partnership 5-Step Animal Welfare Rating standards; or
- American Humane Certified

---

## Level 3

**Milk & Dairy**
- Animal Welfare Approved; or
- Humane Farm Animal Care/Certified Humane Raised and Handled®

**Meat & Poultry**
- Step 3 or higher of Global Animal Partnership 5-Step Animal Welfare Rating Standards; or
- Animal Welfare Approved; or
- Humane Farm Animal Care/Certified Humane Raised and Handled®

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Animal Welfare Category.

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1 “No antibiotics” refers to sub-therapeutic use in food production. It does not refer to residues on the meat itself. At this time, the antibiotics standard is a proxy for better welfare for livestock than those raised with antibiotics; closed-confinement systems cannot safely raise animals without antibiotics.
<table>
<thead>
<tr>
<th>Level 1 - Baseline</th>
<th>TARGET: YEAR 1</th>
<th>TARGET: YEAR 5</th>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>15% annual average</td>
<td>25% annual average</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>of total cost of milk and dairy products and animal protein product purchases come from Level 1 Humane food sources.</td>
<td>of total cost of milk and dairy products and animal protein product purchases will come from a Level 1 humane sources by fifth year of participation.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>100%</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>of all eggs are cage-free.</td>
<td>of all eggs are cage-free.</td>
<td></td>
</tr>
</tbody>
</table>

  - OR -

If vendor and/or suppliers do not have current capacity to meet animal welfare purchasing baseline standard, the with institution may submit a plan to achieve full compliance at least at baseline level by end of year one.

<table>
<thead>
<tr>
<th>Level 2</th>
<th>TARGET: YEAR 1</th>
<th>TARGET: YEAR 5</th>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>15% annual average</td>
<td>25% annual average</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>of total cost of milk and dairy products and animal protein products come from Level 2 Humane food sources.</td>
<td>of total cost of milk and dairy products, and animal protein product purchases come from Level 2 humane sources.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>100%</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>of all eggs are cage-free.</td>
<td>of all eggs are cage-free.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Level 3</th>
<th>TARGET: YEAR 1</th>
<th>TARGET: YEAR 5</th>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>15% annual average</td>
<td>25% annual average</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>of total cost of milk and dairy products and animal protein products come from Level 3 Humane food sources.</td>
<td>of total cost of milk and dairy products, and animal protein product purchases come from Level 3 humane sources.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>100%</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>of all eggs are cage-free.</td>
<td>of all eggs are cage-free.</td>
<td></td>
</tr>
<tr>
<td>YEAR 1 TARGET</td>
<td>YES/NO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
<td>--------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fruits, vegetables, and whole grains account for at least 25% of total food purchases.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seasonal fruits and vegetables are sourced to ensure best taste, quality, and price.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To the greatest extent possible, purchase unprocessed whole fresh fruits. When whole and unprocessed fruit cannot be purchased, due to cost or availability, purchase unsweetened frozen fruit. If frozen products are unavailable, fruit should be canned in water or its own juice with no sugars added.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To the greatest extent possible, purchase unprocessed whole vegetables. When whole and unprocessed vegetables cannot be purchased, due to cost or availability, purchase frozen vegetables without added sodium and fat. If frozen products are unavailable, canned vegetables should be low sodium (per FDA definitions) or have “no salt added.”</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>At least 50% of entrees and sides, when applicable, shall be made with whole grains.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Offer plant-based main dishes at each meal service.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If meat is offered, prioritize the purchase of “extra lean” (total fat ≤ 5%) and “lean” (total fat ≤ 10%) meat such as skinless chicken, turkey, ground beef, and pork.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If meat is offered, minimize the purchase of processed meats.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If dairy products are offered, purchase Fat-Free, Low-Fat or reduced fat dairy products, with no added sweeteners. If milk is offered, also offer soy, rice, or other non-dairy milk alternatives without added sweeteners.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All juice purchased is 100% fruit juice with no added sweeteners and vegetable juice is Low Sodium as per FDA definitions.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>At least 50% of available beverage choices contain ≤ 25 calories per 8 ounces.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Offer free drinking water (preferably cold tap water in at least 12 ounce cup sizes).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Offer Low Fat and/or Low Calorie and/or Low Sodium condiments as per FDA definitions.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commit to developing and implementing a gradual sodium reduction plan that meets current Dietary Guidelines for Americans (DGA) standards</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All pre-packaged food has zero grams trans fat per serving (as labeled).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eliminate the use of deep frying.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Prioritize the preparation of all vegetables and protein, including fish, poultry, meat, or meat alternatives in a low fat way (broiling, grilling, baking, poaching, roasting, or steaming).

Display water, diet drinks (do not exceed 25 cal. per 8oz), 100% fruit juice without added sweeteners, Low Sodium vegetable juices, Fat-Free or Low-Fat milk products with no added sweeteners, and milk alternative products in eye level sections of beverage cases (if applicable).

Fruit and/or non-fried vegetables are prominently featured in high-visibility locations.

Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage.

Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable).

If applicable, combination meals that serve an entrée plus a side option and a beverage shall offer bottled water as a beverage alternative and offer fresh fruit or a non-starchy vegetable prepared without fat or oil as a side option.

Highlight locally-grown fruits or vegetables or locally-sourced proteins with signage.

Highlight plant based meals by placing them at the front of the cafeteria line or other convenient, high-visibility locations.

**LEVEL 1 HEALTHY (BASELINE)**
MEETS 13 -15 OUT OF 25 (OR BETWEEN 51-64% OF ALL APPLICABLE ITEMS)

**LEVEL 2 HEALTHY**
MEETS 16 - 20 OUT OF 25 (OR BETWEEN 65%-80% OF ALL APPLICABLE ITEMS)

**LEVEL 3 HEALTHY**
MEETS 21 - 25 OUT OF 25 (OR BETWEEN 81-100% OF ALL APPLICABLE ITEMS)

To be recognized as a Good Food provides an institution meets at least the baseline standard in the Nutrition category.
**Bonus Points**

In addition to base points earned in each category, bonus points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

<table>
<thead>
<tr>
<th>LOCAL ECONOMIES</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food is purchased from microenterprise farm of less than 100 acres and located within 200 miles.</td>
<td>1</td>
</tr>
<tr>
<td>Food is grown/raised AND processed in the same county as institution.</td>
<td>1</td>
</tr>
<tr>
<td>Food is purchased directly from farmer-owned businesses.</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ENVIRONMENTAL SUSTAINABILITY</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Institution participates in “Meatless Mondays” campaign.</td>
<td>1</td>
</tr>
<tr>
<td>100% of disposable flatware, dishes, cups, napkins and other service items are compostable.</td>
<td>1</td>
</tr>
<tr>
<td>No bottled water is sold or served, but plain or filtered tap water in reusable jugs, bottles or dispensers is available.</td>
<td>1</td>
</tr>
<tr>
<td><strong>Food Resource Recovery</strong></td>
<td>1</td>
</tr>
<tr>
<td>Institution employs at least two of the following:</td>
<td></td>
</tr>
<tr>
<td>• Purchase lower-grade (less than retail quality) produce for use in prepared dishes to allow more complete use of farm produce, to reduce waste and to reduce costs.</td>
<td></td>
</tr>
<tr>
<td>• Donate surplus food from facilities and events to local charities accepting food donations.</td>
<td></td>
</tr>
<tr>
<td>• Compost or redistribute for reuse all organics including food and yard discards, soiled paper products, and compostable food containers.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>VALUED WORKFORCE</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Institution establishes a reporting system for workers to report violations with a protection for workers from retaliation.</td>
<td>1</td>
</tr>
<tr>
<td>Institution has adopted a “living wage” policy to ensure direct employees are paid non-poverty wages.</td>
<td>1</td>
</tr>
<tr>
<td>Institution’s food service contractor meets Level 3 Valued Workforce criteria.</td>
<td>1</td>
</tr>
<tr>
<td>ANIMAL WELFARE</td>
<td>Institution encourages plant-based diets by offering 100% vegetarian and/or vegan options.</td>
</tr>
<tr>
<td></td>
<td>Institution reduces overall meat purchases by 25% each year.</td>
</tr>
</tbody>
</table>

| NUTRITION | Institution’s menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide. | 1 |
|           | Institution adopts one or more portion control strategy, if applicable. | 1 |
|           | **Examples of qualifying strategies:**  
|           | • Utilize 10” or smaller plates for all meals  
|           | • Make available reduced-size portions of at least 25% of menu items offered  
|           | • Offer reduced-size portions at a lower price than regular-sized portions. | 1 |
|           | Institution adopts a healthy vending machine policy for machines at all locations, using the County of Los Angeles’s Vending Machine Nutrition Policy or a higher standard. | 1 |
|           | Institution develops and implements a worksite wellness program for employees and/or patrons that includes nutrition education | 1 |
**VALUE CHAIN EQUITY & INNOVATION**

Institution develops and implements long-term plan to encourage and invest in value-chain innovation among its suppliers.

**Examples of qualifying initiatives:**
- Help develop new distribution infrastructure to facilitate working with very small growers or food businesses.
- Guarantee a certain volume of purchases to small growers prior to each planting cycle.
- Work with suppliers to include alternate ingredients in processed food items that support the Good Food value categories.
- Finance suppliers’ certification processes to help them participate in Level 3 certification initiatives.

Institution actively supports or sponsors initiatives that directly expand access to healthy food for low-income residents or promote quality employment or business ownership opportunities for minority or disadvantaged communities.

**Examples of qualifying initiatives:**
- Purchase food from Socially Disadvantaged, Beginning, Limited Resource, Veteran, Women, Minority, or Disabled Farmers/Ranchers
- Support at least one neighborhood-based community food project that expands access to healthy food for low-income residents such as a procurement agreement with a corner store that carries healthy food in a low-income census tract, a low-cost Community Supported Agriculture program dedicated to serving low-income families, or a farmer’s market located in a low-income census tract that accepts EBT.
- Establish a contract, MOU or other formal partnership to purchase food from a community-serving business/organization with a stated mission that includes providing jobs to people with barriers to employment such as those transitioning from homelessness, incarceration, substance abuse or foster care.
- For new facilities development, create a Community Benefits Agreement that considers the workforce, community development and environmental impact of the development.
- Establish a formal hiring policy, which prioritizes hiring local residents who experience barriers to employment.
- Establish a contract, MOU or other formal partnership to purchase food from a worker-owned cooperative that has a stated mission to serve or is majority-owned by disadvantaged populations.
- Support workforce development in the food industry for disadvantaged or vulnerable populations through scholarships for employees who participate in career pathway training programs or hire new employees directly from a workforce training program.

1–3 points, depending on rigor of plan and steps taken

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Food or monetary donations for charitable causes do not count in the Equity category.
The above nutrition goals were developed from reputable sources including the United States Department of Agriculture, the Food and Drug Administration, as well as other leading health organizations. The above nutrition goals will be reviewed and revised periodically to ensure they meet current dietary recommendations and take into consideration program implementation.

Low sodium is defined as 140 mg or less per Reference Amount Customarily Consumed (RACC). Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice. Recommend plant-based dishes to include fruits, vegetables, beans, and legumes.

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