

ATTACHMENT B
PURCHASE AGREEMENT
(FRESH PRODUCE)

This Purchase Agreement ("Agreement") is made and entered into as of the _____ day of _____, 20__ by and between the **Central Union High School District (Lead District)**, on behalf of the Imperial County School Food Service Cooperative ("District") and _____ ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. Services. Vendor shall furnish and deliver the products ("Delivery Items") to the site(s) (each a "Site") as further detailed in **EXHIBIT A** and **EXHIBIT B** attached hereto and incorporated herein by this reference in the quantities designated in the proposal or purchase order in accordance with the Proposal Form and Proposal, specifications, and any samples furnished by the Vendor and accepted by the District ("Services").

2. Term. Vendor shall commence providing Services under this Agreement on _____, 2023 through _____, 2024 ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time. If mutually agreeable, the District reserves the right to renew the Agreement for additional one (1)-year terms, **for a period not to exceed two (2) consecutive years total**. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original Agreement having been met to the satisfaction of the District. Such renewal will be made by notifying the Vendor, in writing, thirty (30) days prior to the expiration of the Agreement.

3. Submittal of Documents. Vendor shall not commence the Services under this Agreement until the Vendor has submitted and the District has approved the certificate(s) and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Insurance Certificates and Endorsements
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Drug-Free Workplace Certification
- Tobacco-Free Environment Certification
- W-9 Form

4. Compensation.

4.1. District agrees to pay Vendor according to the prices in Vendor's Proposal Form and Proposal, as negotiated, for the Delivery Items satisfactorily furnished and delivered pursuant to this Agreement. Vendor agrees to deliver prepaid Delivery Items to the addresses indicated and requested by the District. All costs for delivery, drayage, freight, or the packing of said articles are to be borne by the Vendor. No charge for containers, packing, drayage or other purpose will be allowed over and above the prices written in the Proposal, unless otherwise specified. The District shall not be responsible for any taxes or surcharges with the exception of sales tax or use taxes where applicable.

4.2. Invoices shall be furnished with each delivery and include delivery Site(s), product name(s), quantity(ies), unit size(s), and unit price(s). One (1) copy is to be kept by

the Vendor. District's Accounting Department will make payment on invoices, which have been signed by the recipient of the delivery only.

4.3. Payment Terms.

4.3.1. The District shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due thirty (30) days from the date the food is received and accepted by the District, or thirty (30) days from the date a correct invoice is received in the above office, whichever is later. Vendor will inform the District of any special discounts for payment received with a ten (10) day period.

4.3.2. Invoices are checked regularly. Any discrepancies in pricing will require a credit for the price discrepancy and the pricing to be corrected in the system, to avoid future errors. Continued negligence in invoicing will result in a \$50.00 fine for each item, in addition to a credit for the price discrepancy of the products purchased. Ongoing, improper billing may result in termination of the contract. Ongoing, unapproved substitution, without cause by manufacturer or nature, is also reason for termination of the contract.

4.3.3. Credit Memos. Credit memos must be issued within one (1) week of pick-up of merchandise. Credit memos must reference purchase order and invoice numbers of original order. Credit memos shall be issued on forms easily differentiated from invoices.

5. Additional Items. During the Term of this Agreement, as the need for other products arises or new products are developed, the District reserves the right to add items to this Agreement. The price of such items shall be negotiated between the District and the Vendor and shall be subject to the terms and conditions of this Agreement. Vendors must indicate the actual cost plus percentage cap/limit, as applicable. Vendor will provide the best pricing available based on type of item and quantity, which shall not exceed the actual cost plus percentage cap stated on price request response. Evidence and documentation of cost (at invoice price) will be provided by the Vendor upon District's request.

6. Independent Contractor. Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of the Services herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

7. Performance of Services.

7.1. Standard of Care. Vendor represents that Vendor has the qualifications and ability to furnish and deliver the Delivery Items as specified, without the advice, control or supervision of District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. The District shall hold the Vendor responsible for any damage which may be sustained because of failure or neglect of the Vendor to comply with the terms or conditions listed herein with the terms of the Agreement. The District may upon twenty-four (24)-hour written notice to the Vendor, cancel

the Agreement in its entirety or cancel or rescind on all or any portion of any Agreement resulting from this price request for reason of unsatisfactory product or service or any reason determined to be detrimental to the health and welfare of students and school personnel and to hold the Vendor in default. Failure to furnish all items per the Agreement, in a timely manner, as specified, shall constitute unsatisfactory service.

7.2. Service Representative. The company must provide a representative to respond to all questions regarding orders and billing. Vendor Representative must have high expertise in product knowledge and purchasing procedures.

7.3. Deliveries. Delivery shall be made to site(s) and on date and at times requested by the District. Delivery shall not be deemed to be complete until goods have been actually received and accepted as satisfactory by the site. Each delivery of goods must be accompanied by a copy of invoice or packing slip.

7.4. Substitutions. Delivery Items delivered must be the manufacturers named in the awarded Proposal. Substitutions require pre-approval by Director, Supervisor, or Buyer from the District's Food Services Department.

7.5. Back-Ordered/Unavailable Items. Prior to shipment, District shall be notified of any backorders or unavailable Delivery Items, and must be pre-approved by the Director, Supervisor, or Buyer from the District's Food Services Department. District reserves the right to procure any unavailable products from any other vendor(s).

7.6. Inspection of Delivery Items Furnished. All Delivery Items furnished shall be subject to inspection and rejection by the District for spoilage defects or non-compliance with the specifications. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the District and accepted. If an item is rejected at time of delivery, a credit is to be issued for the product or Vendor shall immediately remedy such defect in a manner satisfactory to District. Several notices of products failing to meet specifications may result in contract termination.

7.7. Right to Inspect Vendor Facilities. The District reserves the right to inspect the Vendor's facilities during the Term of the Agreement, and if representatives of the District determine after such inspection that Vendor is not capable of performance satisfactory to the District, the Agreement may be terminated.

7.8. Safety and Security at Sites. It shall be the responsibility of Vendor to ascertain from, and comply with, the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.

7.9. Force Majeure. Neither Party shall be responsible for unforeseen circumstances, delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include acts for God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations superimposed after the fact.

8. Ordering. Based on District needs, orders may be placed through phone call, email, or through the vendor's online ordering system. Vendor may be required to accept PDF orders sent via email, or through connecting directly to the schools software system, if applicable. Vendor may be required to alter orders. Orders should not be accepted for items which are unauthorized by the District representative. If such unauthorized items are ordered and

delivered, it will be at the discretion of District's Food Services personnel whether payment will be made to the Vendor for such items.

8.1. Off-Contract Purchase. The District reserves the right to purchase product(s) covered by this Agreement from alternative sources, should during the term of this Agreement, the District obtains more favorable pricing from those alternative sources.

8.2. Timely Deliveries. In the event deliveries are not timely made, which results in loss of reimbursement funds for the District's meal programs, upon satisfactory agreement between the Vendor and the District, the District will deduct the total lost reimbursement from the Vendor's current invoices.

8.3. Non-Conformance to Specifications. If any item fails to meet specifications, the District may require, within a reasonable time as determined by the District:

8.3.1. Cash restitution or in-kind replacement, at the District's discretion for the entire lot that failed; and/or

8.3.2. Payment for the value of all items that the District served which failed to contain the required components of a reimbursable meal because the Vendor provided short-weighted products; and/or

8.3.3. Vendor shall issue credit to the District for all products returned from the Sites, including damaged or decaying Delivery Items.

Non-conformance to specifications includes, for example, improper or defective packaging, short-expiration window as determined by the District, and spoiled goods, when discovered by the District – even if discovery occurs after time of delivery inspection.

9. Locally grown and produced products. The District prefers locally grown products whenever possible and has a goal of procuring, at minimum, 30% locally grown and produced. The District's definition of local includes two tiers: 1) grown within a 250-mile radius from El Centro, and 2) grown within the State of California. If California or U.S. grown product is not available in sufficient quantities to provide affordability, then only products inspected and approved by USDA are acceptable, and must be approved by the Food Services Director.

10. Buy American. If applicable, all products must be of domestic origin as required by 7 CFR Part 210.21 (d). The District 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 United States or is processed in the United States substantially using agricultural commodities that are produced in the United States as provided in 7 CFR Part 210.21 (d). Should any product originate outside of the United States and is not considered a "domestic commodity or product" in accordance with 7 CFR Part 210.21 (d), Vendor shall be required to provide written notification to the District at least thirty (30) days prior to the scheduled delivery date for that product. The District reserves the right to reject any product or item that is not a "domestic commodity or product" as defined by 7 CFR Part 210.21 (d).

Effective January 1 2024, SFA's who receive more than \$1,000,000 in annual federal meal reimbursement, will only purchase agricultural food products grown, packed, or processed domestically unless any of the following applies:

1. The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
2. The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non-domestically.
3. The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the public institution.

An “Agricultural food product” means a fresh or processed product, including fruits, nuts, vegetables, herbs, mushrooms, dairy, shell eggs, honey, grains, livestock meats, poultry meats, and fish, including shellfish.

11. Audit. Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and any renewals, and for five (5) years thereafter. Vendor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor’s normal business hours, unless Vendor otherwise consents. Proof of distributor’s landing cost (distributor’s invoice) will be required upon request, within a two (2) day period, for audit purposes only. Invoices are checked regularly.

12. Termination.

12.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

12.2. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.2.1. unsatisfactory product or service; or

12.2.2. any reason determined to be detrimental to the health and welfare of students and school personnel; or

12.2.3. material violation of this Agreement by the Vendor; or

12.2.4. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

12.2.5. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor’s insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within fourteen (14) calendar days after that notice the condition or violation shall cease, or

satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fourteen (14) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the Services pursuant to this Agreement, the Vendor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. Indemnification. To the furthest extent permitted by California law, Vendor and its agents, officers and employees shall defend, indemnify, and hold harmless the District, its elected and appointed officers, agents, employees, volunteers, contractors and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which the District, its selected and appointed officers, agents, employees, volunteers, contractors and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of Vendor in the performance of, in connection with, as a result of, and in accordance with the terms of the Agreement. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

14. Insurance.

14.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 2,000,000 \$ 4,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$1,000,000

14.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Vendor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the Labor Code, the Vendor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.2. Proof of Carriage of Insurance. The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Workers' Compensation Insurance Policies shall be written on an occurrence form.

14.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. Assignment. The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor without the written consent of the District's Governing Board. Notice is hereby given that the District will not honor any assignment made by Vendor unless the required written consent has been given.

16. Compliance with Laws. Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. All products must conform to the provisions set forth in the federal, state, county, and city laws for their production, handling, processing, marketing, and labeling. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on providing the Delivery Items as indicated or specified. If Vendor performs any Service that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.

16.1. Fingerprinting of Employees. Vendor shall submit a fully executed "Fingerprinting/Criminal Background Investigation Certification." Although Education Code 45125.2(a)(3) provides an option regarding District surveillance, the District does not provide this as an option to the Vendor. Education Code Section 45125.2 requires entities providing services to the District to ensure the safety of pupils where employees of the entity or subcontractors will have contact with pupils. Therefore, Vendor shall certify that methods are being undertaken to ensure the pupils' safety.

16.2. Debarment Certification. Under applicable law (including 7 CFR part 3017), the District cannot enter contracts under a federally-assisted program, such as this Agreement, with companies who are debarred, suspended, ineligible or voluntarily excluded and, in that connection, the District must obtain a certificate regarding such status from potential vendors, upon which the District is entitled to rely in the absence of actual knowledge that such certification is erroneous. Vendor shall not knowingly enter into any "lower tier covered transaction" (as defined in 7 CFR, §3017.200.) with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Agreement, unless authorized by the department or agency with which this transaction originated. Vendor agrees that it shall include the 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. Vendor also confirms that it submitted its Suspension and Debarment Certification to the District with its proposal.

17. Anti-Discrimination.

17.1. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age, and therefore, Vendor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all of its subcontractor(s).

17.2. The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail at the U.S. Department of Agriculture, Director, Center for Civil Rights Enforcement, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). "USDA is an equal opportunity provider and employer."

Note: The only protected classes covered under the Child Nutrition Programs are race, color, national origin, sex, age, or disability.

18. Tobacco and Cannabis-Free Environment. All District sites have been designated as tobacco and cannabis-free environments. Smoking and the use of tobacco and cannabis products is prohibited at all times on all areas of District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

19. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

20. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. 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 or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

21. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Central Union High School District
ATTN: Erika Allen,
Nutrition Services Director
351 W. Ross Ave.
El Centro, CA 92243
FAX: _____
EMAIL: eallen@mycuhsd.org

Vendor:

[NAME]
ATTN: _____
_____, CA 9____
FAX: _____
EMAIL: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. Any notice provided under this Agreement shall be accompanied with a courtesy electronic copy sent via e-mail.

22. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. In the event any terms or obligations conflict or are inconsistent with Vendor's invoice, order sheets, or other documents, the terms and obligations under this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Imperial County.

24. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
26. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
27. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
28. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
29. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
30. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
31. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
32. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document, including any electronic or scanned counterpart signatures.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached to this Agreement are hereby incorporated by this reference.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

DISTRICT:
Dated: _____, 20__

VENDOR:
Dated: _____, 20__

Central Union High School District

By: _____

By: _____

PRINT NAME

PRINT NAME

PRINT TITLE

PRINT TITLE

Information regarding Vendor:

Address: _____:

Employer Identification and/or
Social Security Number

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation, State: _____
- ____ Limited Liability Company
- ____ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Vendor to furnish the information requested in this section.

EXHIBITS AND CERTIFICATIONS ON FOLLOWING PAGES.

EXHIBIT A
SPECIFICATIONS AND TERMS
(FRESH PRODUCE)

1. Vendor's Proposal Form and Proposal, submitted on _____, and accepted by the District is made part of this Agreement. Vendor shall deliver the Delivery Items identified on the Proposal, at the District's direction.
2. Vendor shall deliver the Delivery Items as requested by the District and to the Sites identified on the Delivery Sites chart (**EXHIBIT B**).
3. All items must include sourcing (preferably locally grown) and date.
4. The Vendor, manufacturer, or his/her assigned agent shall guarantee the food products against all defects.
 - a) Cases and packaging shall be constructed to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement at no cost to the District.
 - b) The District reserves the right to discontinue service of any or all portion of this Agreement for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the Vendor in default.
 - c) Vendor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the Vendor's hazard analysis critical control point (HACCP) system or food safety & security program must be submitted to the District, upon request. Vendor shall ensure that all products received under this Agreement shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County or local city/county agency in which product was produced, State of California, and/or federal government, whichever is higher.
 - d) In the event of a product contamination or recall issue, Vendor must be able to trace back for all products to the point of origin.

END OF EXHIBIT

**EXHIBIT B
DELIVERY SITES
(FRESH PRODUCE)**

Deliveries are typically required up to one (1) time a week per location, depending on usage and refrigeration space. Some sites may require multiple drop-offs. If a scheduled delivery falls on a holiday, or date when the site is closed, Vendor shall deliver on the following business day or day when the site is open, or on a date agreed upon by the parties. All deliveries will be as follows:

Agency	Contact
CALEXICO UNIFIED SCHOOL DISTRICT	TBD
Calexico High-9th Grade, 824 Blair Ave., Calexico, Ca 92231	(760) 768-3888 Ext. 3051
William Moreno Jr. High, 1202 Kloke Rd., Calexico, CA 92231	
Calexico High School, 1030 Encinas Ave., Calexico, CA 92231	
CALIPATRIA UNIFIED SCHOOL DISTRICT	Amanda Pitones
Calipatria High Sch., 601 W. Main, Calipatria, CA 92233	(760) 348-2180
Grace Smith School, 9th East 4th, Niland, CA 92257	
Bill W. Young Middle Sch., 220 So. Internationa, Calipatria, 92233	
CENTRAL UNION HIGH SCHOOL DISTRICT	Erika Allen
SHS-2001 Ocotillo Dr., El Centro, CA 92243	(760) 336-4261
CUHS-1001 Brighton Ave., El Centro, CA 92243	
EL CENTRO ELEMENTARY SCHOOL DISTRICT	Molly Diaz
Central Kitchen, 951 Hope St., El Centro, CA 92243	(760) 353-9617 Ext. 11
Kennedy Middle School, 900 N. 6th St., El Centro, CA 92243	
Wilson Jr. High Sch., 600 S. Wilson St., El Centro, CA 92243	
HEBER ELEMENTARY SCHOOL DISTRICT	Anel Navarro
Heber Elementary Sch., 1052 Heber Ave., Heber, CA 92249	(760) 337-6530 Ext. 2489
Dogwood Elementary Sch., 44 E. Correll Rd., Heber, CA 92249	
HOLTVILLE UNIFIED SCHOOL DISTRICT	Lucy Chabolla
Finley Elem. Sch., 621 E. 6th St., Holtville, CA 92250	(760) 356-4266
Holtville High Sch., 755 Olive, Holtville, CA 92250	
IMPERIAL COUNTY PROBATION DEPT/JUVENILE HALL	Pam Allen
324 Applestill Rd., El Centro, CA 92243	(442) 265-2478
IMPERIAL UNIFIED SCHOOL DISTRICT	Vanessa Diaz
Ben Hulse Elem. Sch., 303 S. "D" St., Imperial, CA 92251	(760) 355-3212
TL Waggoner Elem. Sch., 627 Joshua Tree Lane, Imperial, CA 92251	
Cross Elementary 2462 Cross Rd., Imperial, CA 92251	
Frank Wright Middle Sch., 885 N. Imperial Ave., Imperial, CA 92251	
Imperial High Sch., 515 W. 10th St., Imperial, CA 92251	
MCCABE UNION ELEMENTARY SCHOOL DISTRICT	Aracely Romero
701 West McCabe Rd., El Centro, CA 92243	(760) 335-5200 Ext. 4304
MEADOWS UNION SCHOOL DISTRICT	Alejandrina Romero
2059 Bowker Rd., El Centro, CA 92243	(760) 352-7512 Ext. 1040

SEELEY UNION ELEMENTARY	Miguel Marquez
1812 W. Rio Vista, Seeley, CA 92273	(760) 352-3571 Ext. 4082
WESTMORLAND UNION ELEMENTARY	Trina Hutchinson
200 S. "C" St., Westmorland, CA 92281	(442) 202-2389

END OF EXHIBIT B

SAMPLE

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

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

Date: _____
Name of Vendor: _____
Signature: _____
Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to commencing any Services under this Agreement.)

END OF DOCUMENT

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

- ✓ That I am a representative of the Vendor currently under contract with the District; that I am familiar with the facts herein certified.
 - ✓ That I am authorized and qualified to execute this certificate on behalf of Vendor.
 - ✓ That I have taken at least one of the following actions with respect to the work that is the subject of the Agreement ("Services") (check all that applies):
- Vendor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Vendor's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Vendor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- Vendor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Vendor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or
- Pursuant to Education Code section 45125.2, Vendor has installed or will install, prior to commencement of Work, a physical barrier at the Site, that will limit contact between Vendor's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Vendor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Vendor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Vendor and its subcontractors' employees is:

Name: _____

Title: _____

NOTE: If the Vendor is a sole proprietor, and elects the above option, Vendor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Vendor fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The Services under the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with the District pupils or (ii) Vendor's employees or any subcontractor or supplier of any tier of the Agreement will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Vendor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Vendor under the Agreement.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

Vendor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Vendor.

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

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

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Vendor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Vendor shall certify that it will provide a drug-free workplace by doing all of the following:

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

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

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

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site(s) and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents, to use tobacco and/or smoke on the Project site(s).

Date: _____

Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT