

Exclusive Vending Services

RFP #2-26-27

Paramount Unified School District
Purchasing Department
8555 Flower Street
Paramount, CA 90723
Telephone: (562) 602-8098



The District will receive proposals by Wednesday, August 19, 2026, at 10:00 a.m. PT

Prospective proposers must be registered in PlanetBids to participate:

<https://vendors.planetbids.com/portal/74913/portal-home>

Proposals must be submitted online through the District's PlanetBids portal. Hard copy or emailed submissions will not be accepted.

NOTE: Proposals submitted by any method or to any location other than PlanetBids are nonresponsive and will be rejected.

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PART 1. RFP OBJECTIVE

The Paramount Unified School District (“District”) is a public school district located in Los Angeles County, California, which serves approximately 11,523 students in kindergarten through 12th Grade. The District has approximately 1,800 employees. The District owns and operates fourteen (11) elementary schools, four (4) middle schools, one (1) ninth grade campus, two (2) high schools, and one (1) adult school. The District’s other facilities include two (2) District office locations.

The District desires to contract for a qualified and experienced company to install, operate, service, and maintain food and beverage vending machines at the District’s various school and administrative facilities (each a “District Facility” and, if more than one, the “District Facilities”). To that end, the District has issued this Request for Proposals for Exclusive Vending Services (“RFP”). The District desires to obtain proposals in response to this RFP (each a “Proposal”) to use in selecting the proposer best suited to provide the required vending services.

The District intends to use the information in the Proposals that it receives, as well as other information available to the District, to assist in the selection of a vendor that will provide the required vending services. The District shall have the discretion to select a vendor based only on Proposals received. The District may request that one or more responding vendors participate in an interview process, or the District may implement a combination of those and/or other methods for selection of a vendor pursuant to this RFP.

Please note that this RFP is solely a solicitation for Proposals. Neither this RFP, nor any Proposal submitted in response to this RFP, shall be deemed or construed to: (i) create any contractual relationship between the District and any vendor; (ii) create any obligation for the District to enter into a contract with any vendor or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Proposal.

The District understands that each vendor will expend time and effort to prepare and submit a Proposal, and we thank you in advance for your participation in this process.

PART 2. INSTRUCTIONS FOR PROPOSERS

District intent. To facilitate the District’s review of Proposals received, each Proposal must include the information described in Part 2, in the order set forth below.

1. **Cover Page (one page).** The cover must specify the Proposal title; the Proposal due date; and the vendor’s name, contact person, address, and telephone number.
2. **Summary Letter (one page).** Include a brief, one-page letter that summarizes the Proposal. The letter also should specify that the vendor has received and considered all addenda to this RFP issued by the District. The letter must be signed by a person with authority to act on behalf of and bind the vendor.

3. **Table of Contents (one page).** Include a list of the headings and corresponding page numbers for everything included in the Proposal, following the table of contents.
4. **Required Information (maximum of fifteen pages).** Each Proposal must include all the following information:
 - **Contact Information.** Specify firm name, address, and telephone number of primary business offices, type of entity (e.g., corporation, limited liability company, general partnership), and state in which formed, and names and titles of the principal officers and owners.
 - **Licenses and certification.** A detailed statement specifying the vendor's policies and practices that assure meeting the requirements of the California Uniform Retail Food Facilities Law.
 - **Key Personnel.** Identify the "key" employees whom the vendor anticipates assigning to the vending services required by the District, including their qualifications and recent experience in similar school districts. Include an affirmative statement that the vendor and all such key individuals currently are, to the extent required by law, properly licensed or certified to provide the vending services. Include resumes or profiles of the key individuals as attachments to the Proposal.
 - **Proposed menu.** All foods and beverages sold to students during the school day must comply with:
 - USDA Smart Snacks in School standards (7 CFR 210.11)
 - California competitive food and beverage regulations (EC 49430–49434)
 - Align with the District Local School Wellness Policy

The Contractor must provide documentation demonstrating compliance, including Smart Snacks calculator results or manufacturer certification.

- **Nutrient Analysis.** Complete nutrient analysis for each product proposed for sale, including a list of ingredients by weight or volume.
- **Pricing and Commission.** Individual selling price and commission for each item proposed for sale. Commission structures must not result in noncompliance with non-program food revenue requirements.

All commissions generated from vending machine sales on District property shall be paid to the District.

The District shall allocate commission revenue as follows:

- Ten percent (10%) shall be designated to the Nutrition Services Department. The 10% allocation to Nutrition Services is intended solely to support allowable costs associated with administration of the nonprofit school food

service program, including monitoring compliance with Smart Snacks, non-program food revenue requirements, and vendor performance.

- The remaining ninety percent (90%) shall be allocated at the District's discretion, consistent with applicable laws, regulations, and District policies.

All commission revenues derived from the sale of food and beverages to students during the school day shall be treated in accordance with USDA and California Department of Education requirements for nonprofit school food service accounts, including non-program food revenue requirements under 7 CFR 210.14.

The Contractor shall provide detailed monthly commission reports by site and by machine to support proper revenue allocation and compliance monitoring.

Item	Price	Commission %	Commission \$	Smart Snacks Compliant	CA Compliant	Notes

- **Compliance with California Retail Food Code.** A detailed statement specifying the vendor's policies and practices that assure compliance with the requirements of the California Retail Food Code (Health and Safety Code Section 113700 *et seq.*) and with 7 CFR 210.13 or whichever is stricter.
- **Temperature Control and Monitoring.** Description of methods to always maintain safe product temperatures (hot or cold) in vending machines and including recordkeeping systems designed to track and report temperatures.
- **Service Plan.** Detailed route service plan, including methods used to determine frequency of service needed for specific machines and methods used to maintain sanitary conditions within and around the immediate vicinity of proposed vending machines.
- **Customer Refunds.** Vendor shall have a customer refund system in place. Vendor shall provide a written copy of the policy and procedure for refunds to the customers upon their request.
- **Vending Machine Specifications and Accessibility.** Specification sheets describing UL-rated and energy-efficient vending machines intended for installation in District facilities, including but not limited to manufacturer, model, dimensions, power requirements, inventory communication software, and debit/credit card capabilities. Vending sales to students are prohibited during meal service periods unless all items meet Smart Snacks standards and California Competitive Food rules. The District reserves the right to restrict or disable vending machines during the school day in compliance with federal and state regulations.
- **Inventory Telemetry.** Software systems are made available to the District, enabling on-demand monitoring of sales by individual vending machines.

- **Vandalism.** Description of vending machine characteristics designed to prevent or deter vandalism, and statement agreeing to hold the District harmless from all costs and liability related to vandalism of vending machines.
- **Repairs.** Methods to contact the vendor for service to machines to repair mechanical breakdowns and fill empty slots. The vendor must provide service within 48 hours of the service call.
- Vending Machines may not be removed from the premises of the school district property without written approval from the designated District representative.
- **Sample Menu Items.** Submit for review and evaluation by the District: (i) two (2) sets of sample menu items intended for sale from vending machines, other than fresh food products that require refrigeration; and (ii) samples of containers, wrappers, and/or packaging to be used for fresh food products that require refrigeration. The product name, brand/logo, and nutritional information must be clearly displayed on each sample. The District will request samples of perishable foods from finalists during the Proposal evaluation period after August 19, 2026.

5. **Additional Information (one page).** Provide any additional information that the vendor believes is relevant to the District's selection of a vendor or that the vendor could not otherwise fit within the number of pages permitted for the information to be provided pursuant to Paragraph 4, above.

PART 3. CONTRACTING REQUIREMENTS

Form of Agreement. The Agreement for Exclusive Vending Services is included in the solicitation documents available through PlanetBids. However, the District shall have the right to negotiate any and all of the final terms and conditions of any agreement with the selected vendor, and nothing in this RFP, any Proposal, or the form agreement attached hereto shall be deemed or construed as a limitation on such rights. Any vendor that submits a Proposal may submit a list of exceptions taken (in general) to the Agreement for Exclusive Vending Services, but no such list shall be binding on the District.

The Contractor shall comply with the Buy American provision (7 CFR 210.21(d)). All food products must be domestic unless a formal waiver is approved. Documentation must be maintained and provided upon request.

This solicitation and resulting contract shall comply with 2 CFR 200.318–327. The Contractor agrees to all applicable federal provisions, including but not limited to:

- Contract remedies for breach
- Termination for cause and convenience
- Equal Employment Opportunity

- Byrd Anti-Lobbying Amendment
- Debarment and Suspension
- Record retention and access for audit (3 years minimum)

The District's Food and Nutrition Services department retains final authority over all food and beverage items sold on campus to ensure compliance with USDA and CDE regulations.

The Contractor shall comply with all applicable federal and state regulations governing school food service programs, including but not limited to:

- 7 CFR Part 210 (National School Lunch Program)
- 7 CFR 210.11 (Smart Snacks in School)
- 7 CFR 210.14 (Nonprogram food revenue)
- 2 CFR Part 200 (Uniform Administrative Requirements)
- California Education Code sections governing competitive foods
- Title 5 California Code of Regulations (5CCR) Section 15575(a)

Failure to comply may result in contract termination.

The District shall allocate commission revenue as follows:

- Ten percent (10%) shall be designated to the Nutrition Services Department. The 10% allocation to Nutrition Services is intended solely to support allowable costs associated with administration of the nonprofit school food service program, including monitoring compliance with Smart Snacks, non-program food revenue requirements, and vendor performance.
- The remaining ninety percent (90%) shall be allocated at the District's discretion, consistent with applicable laws, regulations, and District policies.

All commission revenues derived from the sale of food and beverages to students during the school day shall be treated in accordance with USDA and California Department of Education requirements for nonprofit school food service accounts, including non-program food revenue requirements under 7 CFR 210.14.

The Contractor shall provide detailed monthly commission reports by site and by machine to support proper revenue allocation and compliance monitoring.

PART 4. ADDITIONAL INFORMATION FOR VENDORS

- A. Addenda to RFP.** The District may issue addenda through the PlanetBids portal. It is the responsibility of each proposer to monitor PlanetBids and acknowledge all addenda in its proposal.

Each vendor is solely responsible for and must, in its Proposal, acknowledge each addendum that it has received. In no event shall the District be responsible or liable for

any failure of a vendor to acknowledge an addendum posted by the District to PlanetBids.

- B. No Guarantee of Award of Contract.** This RFP does not create any obligation whatsoever, either express or implied, for the District to award any contract to any vendor or other party. The District always retains the sole and absolute right to select the vendor that best meets the District's needs, or to select no vendor at all based on responses to this RFP. The award of any contract to a vendor is subject to approval by the Board of Education of the District.
- C. Privacy.** The District will open and review Proposals privately to assure confidentiality and to avoid disclosure of the contents to competing vendors prior to and during the review, evaluation, and negotiation process. However, upon applicable request thereafter, the District may disclose any Proposal to the extent it is a public record in accordance with California law.
- D. Ownership of Documents.** All Proposals and other materials submitted in response to this RFP shall become the property of the District.
- E. Responsibility for Costs.** Each vendor (and not the District) shall be responsible and liable for all costs incurred in connection with this RFP, including, without limitation, costs associated with preparation and submission of a Proposal, and expenses associated with travel to any presentation, interview, or other meeting. In no event will the District reimburse any vendor for any such costs or expenses.
- F. Modification or Withdrawal of Proposal.** A vendor may withdraw its Proposal at any time before the deadline for submitting Proposals by providing a written request for withdrawal to the District. At any time before the deadline for submittal of Proposals specified in this RFP, a vendor may modify its Proposal by submitting the modified Proposal together with a written request to withdraw the original Proposal and replace it with the modified Proposal.
- G. Unethical Behavior.** By submitting a Proposal, a vendor shall be deemed to represent and warrant that neither it nor any of its agents or other representatives gave or offered to give any gratuity (in the form of entertainment, gifts, or otherwise) to any District officer or employee, with the intent or goal of obtaining favorable treatment with respect to the selection of a vendor for the Project. If the District determines that a vendor has breached or violated such warranty, the District may terminate any agreement that it has with such vendor, in whole or in part, and the vendor shall be responsible and liable for any associated losses and/or damages incurred by the District. The rights and remedies of the District pursuant to this paragraph are not exclusive and are in addition to any other rights and remedies the District may have pursuant to law or contract.

PART 5. REQUIREMENTS FOR PROPOSALS

- A. Proposal Length.** The content of a Proposal may be printed on single-sided or double-sided pages. However, the number of pages included in the Proposal must, for each item listed in Part 2 herein, be no more than the number specified in the heading for such item, regardless of whether single-sided or double-sided. Any covers, tab pages, dividers, *et cetera* are not subject to the page number limitation. Each attachment must not exceed two single-sided pages or one double-sided page. The font size of the text included in the Proposal must not be less than 11. Samples are not subject to the foregoing requirements.
- B. Method of Delivery.** Proposals shall be submitted **electronically through the District's PlanetBids portal only**, in accordance with the instructions contained in this RFP. The District will not accept proposals submitted by mail, overnight delivery, personal delivery, e-mail, facsimile, or any other method.

Vendors are solely responsible for ensuring that their proposals are fully uploaded, transmitted, and successfully received through PlanetBids prior to the proposal deadline. Vendors are encouraged to allow sufficient time to complete the electronic submission process before the deadline. The District shall not be responsible for delays, technical issues, or incomplete submissions.

Upon successful submission, PlanetBids will provide an electronic confirmation receipt. Such receipt shall serve as the vendor's proof of timely submission. Proposals not successfully received through PlanetBids by the specified deadline will be deemed non-responsive and will not be considered.

- C. Responsibility for Proposals.** Each vendor shall be solely responsible for ensuring that its Proposal is received by the District prior to the deadline specified in this RFP. The District may, but shall not be required to, consider any Proposal received by the District after the Proposal deadline specified in this RFP.
- D. Proposal Deadline.** The deadline for submittal of Proposals in response to this RFP is the date and time set forth on the cover page of this RFP.

PART 6. SELECTION PROCESS

- A. District Discretion.** The purpose of this RFP is to assist the District in selecting the vendor(s) that will provide the required services in a manner that best meets the District's operational, financial, and programmatic needs. Accordingly, the District reserves the sole and absolute discretion to implement, modify, and apply such evaluation, review, and selection procedures as it deems appropriate and in the best interests of the District.

Without limiting the foregoing, the District may review proposals, conduct interviews, request clarifications, hold discussions with one or more proposers, and utilize evaluation committees composed of District staff, consultants, and/or other representatives as determined by the District.

The District further reserves the right to award a contract to a single proposer, to make multiple awards, or to issue a split award among two or more proposers if the District determines that such an award structure is in its best interest. The District also reserves the right to reject any or all proposals, waive minor irregularities, negotiate with one or more proposers, and make an award in the manner determined to provide the greatest overall benefit to the District.

- B. Timing for Selection.** The District anticipates that it will have selected a vendor with which it will commence negotiations in sufficient time to enter into an agreement and thereby permit the vendor to provide the required vending services immediately after board approval and through the remainder of the 2026 – 2027 fiscal year. However, the District, in its sole discretion, may alter its anticipated scheduling as related to this RFP or the vending services.

PART 7. QUESTIONS REGARDING THIS RFP

- A. Delivery to District.** Questions regarding this RFP must be submitted electronically through the District's **PlanetBids** portal no later than the date and time specified in the RFP timeline. Questions submitted by e-mail, telephone, mail, facsimile, personal delivery, or any other method will not be accepted.

The District will only respond to questions submitted through PlanetBids. Responses to questions, interpretations, clarifications, and any addenda issued by the District will be posted on the PlanetBids portal for review by all interested proposers. It is the responsibility of each proposer to monitor PlanetBids for updates, responses, and addenda related to this RFP.

Oral statements, interpretations, or clarifications by District employees, consultants, or representatives shall not be binding upon the District. Only written responses and addenda issued through PlanetBids shall be considered official and may be relied upon by proposers in preparing their proposals.

- B. Responses to Questions.** The District will, to the best of its ability, respond to questions regarding this RFP that are submitted in accordance with Paragraph A of this Part 7. Responses to questions, interpretations, clarifications, and any addenda deemed necessary by the District will be posted on the District's **PlanetBids** portal no later than the date specified in the RFP timeline.

The District will not provide individual responses to proposers. All official responses and addenda will be made available through PlanetBids for review by all interested proposers. It is the responsibility of each proposer to monitor PlanetBids for posted responses, clarifications, and addenda.

Only written responses and addenda issued through PlanetBids shall be binding upon the District. Oral statements, interpretations, or other communications by District representatives shall not be relied upon by proposers and shall not be binding on the District.

- C. Deadline for Questions.** All questions regarding this RFP must be submitted through the District's PlanetBids portal no later than 1:00 p.m. on August 10, 2026. Questions submitted after this deadline may, at the District's sole discretion, not be considered or answered.

The District intends to post responses to timely submitted questions, along with any necessary addenda, on the PlanetBids portal no later than August 13, 2026. It is the responsibility of each proposer to monitor PlanetBids for posted responses and addenda.

The District reserves the right to modify the RFP schedule, including extending the proposal submission deadline, if deemed necessary and in the best interest of the District.

Appendix A

Scoring Rubric

Criteria	Max Points
Smart Snacks Compliance	20
Product Quality & Variety	15
Pricing Competitiveness	15
Commission Structure	15
Reporting Capability	10
Experience with School Districts	10
Equipment & Technology	10
Compliance with Regulations	5

REFERENCES

Provide a list of at least three (3) customers for whom you have recently provided similar services (preferably government agencies). Be sure to include contact names and phone 26

Company Name: _____ City: _____
Contact Name: _____ Phone No.: ()
Date: _____ From: _____ To: _____
Number of Vending
Machines Provided
and Type: _____

Company Name: _____ City: _____
Contact Name: _____ Phone No.: ()
Date: _____ From: _____ To: _____
Number of Vending
Machines Provided
and Type: _____

Company Name: _____ City: _____
Contact Name: _____ Phone No.: ()
Date: _____ From: _____ To: _____
Number of Vending
Machines Provided
and Type: _____

Company Name: _____ City: _____
Contact Name: _____ Phone No.: ()
Dates: _____ From: _____ To: _____
Number of Vending
Machines Provided
and Type: _____

Company Name: _____ City: _____
Contact Name: _____ Phone No.: ()
Date: _____ From: _____ To: _____
Number of Vending
Machines Provided
and Type: _____

Failure to provide a list of at least THREE (3) customers may be cause for rejection of this RFP.

AGREEMENT FOR EXCLUSIVE VENDING SERVICES

This Agreement for Exclusive Vending Services ("Agreement") is made effective as of _____, 2026 ("Effective Date") by and between the Paramount Unified School District ("District"), a public school district organized and existing pursuant to State of California ("State") law, and _____ ("Vendor"), a _____ [insert state and type of entity]. The District and the Vendor may be referred to herein individually as "Party" and collectively as the "Parties."

RECITALS

A. In compliance with the Education Code Section 35182.5 requirement for a competitive process, the District, on _____, 2026, issued a request for proposals for vending services ("RFP") to obtain the services of a vendor that will install, operate, service and maintain food and beverage vending machines at the District's various school and administrative facilities (each a "District Facility" and, if more than one, the "District Facilities"). The District reviewed all responses to the RFP that it received in accordance with the specifications of the RFP and selected the Vendor as the company that is best suited to provide the services required pursuant to this Agreement ("Vendor Services"). During its regularly scheduled meeting held on the Effective Date, the Board of Education of the Paramount Unified School District ("District Board") conducted a public hearing, during which parents, guardians, pupils, and members of the public were given the opportunity to comment on this Agreement.

B. The District's intent in contracting for the Vendor Services is to provide opportunities, as described herein, for District students and staff to be able to purchase certain beverages and food items, outside the District's food service program, but consistent with the District's wellness policies and applicable law. The Parties acknowledge that applicable law may in some circumstances restrict the sale of certain items during certain hours or to certain students, and the Vendor represents and warrants that it will comply with all such restrictions as are applicable to the Vendor Services.

C. The Vendor further represents and warrants that it has all licenses, certifications, approvals, resources, qualifications, skills, experience and other things as are necessary to fully and satisfactorily provide the Vendor Services as required by this Agreement.

D. The Parties have entered into this Agreement for purposes of setting forth the terms and conditions for the Vendor to perform the Vendor Services for the District.

Now, in consideration of the foregoing and of the respective rights and obligations of the Parties set forth herein, the Parties agree as follows:

AGREEMENT

PART 1: CRITERIA AND REQUIREMENTS FOR VENDOR SERVICES

Section 1.1 Locations and Type/Quantities of Vending Machines. The District Facilities, and the specific locations in or at such District Facilities, where the Vendor shall place vending machines (each a "Designated Location"), as of the Effective Date, are described in Exhibit "A" to this Agreement. The types (i.e., beverage, snack, combination beverage and snack) and minimum quantities of vending machines that the Vendor shall place at each Designated Location, as of the Effective Date, are specified

in Exhibit "B" to this Agreement. The District, in its sole discretion, may from time to time require an adjustment in the specific location of any one or more vending machines, or may require an increase or decrease in the quantity of vending machines, in or at any particular Designated Location, based on factors that may include, but are not limited to, the uses and/or changes in uses of the District Facility, power requirements, safety and security concerns, and changes in applicable law. The District may also require the removal of vending machines from any District Facility at which the District has determined to cease and not commence operations for a period of 90 or more days. In the event the District acquires or constructs any new District Facility, the Parties may agree in writing as to the types, quantities and locations of vending machines that the Vendor may place in such new District Facility. Except to the extent it is replacing vending machines, the Vendor may remove any vending machines that it places in or at the District Facilities only as provided by this Agreement or, otherwise, after first obtaining the written consent of the District, which consent the District shall not unreasonably delay, condition or withhold.

Section 1.2 Criteria for Vended Food and Beverages. All food and beverage items offered for sale pursuant to this Agreement must: (i) be sized and packaged for sale as a single serving; (ii) comply the District's wellness and similar policies; (iii) comply with any and all applicable federal and State requirements, including, without limitation, any and all applicable limitations on calories, fat, trans-fat, saturated fat, sugar and other sweeteners, and sodium. The food and beverage items that the Vendor may offer for sale pursuant to this Agreement, as of the Effective Date, are specified in Exhibit "C" to this Agreement. The District, in its sole discretion, may from time to time require a change in the food and beverage products offered for sale pursuant to this Agreement, including, without limitation, the addition of new products as those are developed, the elimination of any product that does not comply with the District's wellness or similar policies as those may be amended from time to time, and the elimination of any product that does not comply with applicable requirements of law as those may be amended from time to time. In addition, the District, in its sole discretion, may from time to time prohibit the sale of any particular food or beverage product that is specified in Exhibit C hereto (as it may be adjusted in accordance with this Agreement) at any one or more of the District Facilities, and such restrictions as exist as of the Effective Date are specified in Exhibit "D" hereto. The Parties also may, from time to time, agree in writing to a change in the mix of products offered for sale pursuant to this Agreement, whether at some or all of the District Facilities. In no event may the Vendor make any change in the food and beverage products to be sold in or at any of the District Facilities without the express written consent of the District, which consent the District shall not unreasonably delay, condition or withhold in the case of a product that is or will be no longer manufactured, but, otherwise, the District, in its sole discretion, may delay, condition or withhold consent to any change in the products being offered for sale.

Section 1.3 Exclusive Right. During the term of this Agreement, the Vendor shall have the exclusive right to install, operate, service and maintain vending machines in or at the District Facilities, in the quantities and specific locations described in Exhibit B hereto (as may be adjusted pursuant to Section 1.1 herein), for purposes of selling the food and beverage products described in Exhibit C hereto. Such exclusive right shall extend to other products that are of the same specific type and nature as the food and beverage products described in Exhibit C hereto; provided that the District shall have the right to install its own vending machines and/or to contract or otherwise permit a third party to install vending machines, in or at the District Facilities, for purposes of selling any products that are not of the same specific type and nature as the food and beverage products described in Exhibit C hereto. Notwithstanding the foregoing or anything else to the contrary, the exclusive rights hereby granted to the Vendor shall extend solely to vending machine sales, and nothing in this Agreement shall be deemed or construed to prohibit the sale and/or serving of food and beverage products that are other than the products described in Exhibit C hereto (as may be adjusted pursuant to Section 1.2 herein): (i) by student,

community, or other groups, associations or foundations operating concession stands located in or at any of the District Facilities; (ii) by groups or individuals conducting any activities in or at any District Facilities pursuant to the Civic Center Act (Education Code Section 38130 *et seq.*) or any joint-use agreement authorized by law; or (iii) by teachers, parents and/or students in connection with classroom and/or school-related fundraisers or other activities.

Section 1.4 Vending Machine Attributes.

1.4.1 Appearance. The vending machines that the Vendor places in the District Facilities may be new or refurbished to a like-new condition, but in each case must not have a “run down” or otherwise degraded or unattractive appearance. The vending machines may have company or manufacturer names, logos and other trademarks on the front of the machines, but not on the sides of the machines. Upon request of the District, the Vendor, at its sole cost, must replace or restore each vending machine that, because of use, damage or other reasons, has an unattractive appearance.

1.4.2 Energy Efficiency. The District shall pay the cost of electricity needed to operate the vending machines placed in or at the District Facilities by the Vendor in accordance with this Agreement. Therefore, the Vendor must place in or at the District Facilities only such vending machines as are consistent with the latest industry standards relating to energy efficiency. In addition, each such vending machine must incorporate or otherwise be equipped with technology that will: (i) power down the vending machine when no one is in the vicinity of the vending machine; (ii) while the vending machine is powered down, monitor the internal temperature of the vending machine and run the cooling cycle as necessary to maintain food and beverages at appropriate temperatures; and (iii) while the vending machine is powered down, sense when individuals approach the vending machine and power up the vending machine immediately.

1.4.3 Inventory Tracking. Each vending machine that the Vendor places in or at the District Facilities must incorporate or otherwise be equipped with technology that will, at a minimum: (i) accurately track sales of food and beverage products offered for sale in such vending machines; (ii) wirelessly transmit such information to a designated server; and (iii) permit the District to log onto a website to observe and download information relating to sales of food and beverage products by each vending machine and by each specific location designated in Exhibit A hereto (i.e., sales by “Location Designation”). The Vendor, at its sole cost, must provide to the District any and all software that is necessary for the District to have “real time” access to the information described in clause (iii) of the foregoing sentence. At the Vendor’s option, the technology described in this Subsection also may incorporate other capabilities, such as the ability for the Vendor to process credit card and debit card transactions in connection with the sales of food and beverage products.

Section 1.5 Implementation of Vendor Services. Time is of the essence with respect to this Agreement and the performance by the Vendor of each of its obligations pursuant to this Agreement. Within twenty days of the Effective Date, the Vendor must have: (i) completed the installation of all vending machines to be installed in or at the District Facilities pursuant to this Agreement; and (ii) provided the District with the software and support necessary for the District to have access to the web-based information described in Subsection 1.4.3 herein. Notwithstanding the foregoing, if after request by the Vendor, the District has elected pursuant to Section 1.14 herein to repair or otherwise modify any component of a District Facility, the time permitted for the Vendor to complete installation of the affected vending machines shall be extended by the time required for the District to complete such repairs or modifications.

Section 1.6 Prices and Commissions. In addition to other information, Exhibit C hereto specifies: (i) the prices that the Vendor shall charge for the food and beverage products that the Vendor may offer for sale pursuant to this Agreement; and (ii) the percentage commission that the Vendor must pay to the District on account of the sale of each food and beverage product described in Exhibit C hereto. The Vendor may alter the price charged for any such food or beverage product only after first obtaining the written consent of the District, which consent the District shall not unreasonably delay, condition or withhold if a requested price increase is consistent with changes in a reasonably applicable cost index published by the U.S. Department of Labor, but, otherwise, the District, in its sole discretion, may delay, condition or withhold its consent to a price alteration. The Commissions payable to the District pursuant to this Agreement shall be calculated as a fixed percentage of the sale price of each food or beverage product, regardless of whether the Vendor pays any sales tax, recycling fees or other amounts in connection with the sale of such product. As between the Parties, the Vendor shall be solely responsible and liable for payment of any and all taxes, recycling fees, deposits, handling fees, and other amounts attributable to the sale of each food and beverage item sold from the vending machines placed in or at the District Facilities by the Vendor.

Section 1.7 Monthly Statements and Payments. Not later than the tenth day of each month during the term of this Agreement, the Vendor shall provide to the District a statement or spreadsheet ("Monthly Statement") that describes: (i) the quantity of each food and beverage product sold, during the prior month, from the vending machines in each of the locations designated in Exhibit A hereto (i.e., sales by "Location Designation"); (ii) the commission earned by the District for each such food and beverage product; and (iii) the total of all commissions earned by the District in such prior month pursuant to this Agreement. Accompanying each such Monthly Statement, the Vendor must provide payment (in the form of a check) to the District in an amount equal to the total commission earned by the District as specified in the Monthly Statement. The Monthly Statements and commission checks must be sent to the District representative whose name and address are specified in Paragraph A of Exhibit "E" attached to this Agreement. Within 30 days after receiving a Monthly Statement and associated payment, the District may dispute any of the information set forth in the Monthly Statement or the amount of the associated payment, and in no event shall the District cashing any check be deemed or construed to be a waiver of the District's right to dispute such matters.

Section 1.8 Customer Reimbursement.

1.8.1 Applicable Procedures. To the extent any person loses money in any vending machine placed in or at a District Facility pursuant to this Agreement (e.g., does not receive product or correct product, or does not receive change or correct change), the District will reimburse such person in accordance with the procedures set forth in this Section.

1.8.2 Cash Funds for Reimbursement Purposes. The Vendor shall provide cash (U.S. dollars) to the District in an amount not less than \$200.00 for each District Facility that is a high school or middle school, and not less than \$100.00 for each District Facility that is not a high school or middle school, which cash shall be used for reimbursement pursuant to this Section. If, because of reimbursements pursuant to this Section, the cash fund for any District Facility drops to 50% or less of the \$200.00 or \$100.00 amount required by this Section, whichever is applicable, then, upon request of the District, the Vendor must provide such cash as will replenish the cash fund to the \$200.00 or \$100.00 amount required by this Section, whichever is applicable. Upon request of the Vendor, but not more than once per month, the District shall provide to the Vendor an accounting of the cash fund for each District Facility. In no event shall the District pay interest or similar charges attributable to the cash provided by the Vendor and used for purposes of reimbursement pursuant to this Section.

1.8.3 Reimbursement Process. The District shall require that each person requesting reimbursement complete and submit to the District a “Vending Machine Reimbursement Request Form” substantially in the form attached as Exhibit “F” to this Agreement. Upon receipt from a person of a fully completed Vending Machine Reimbursement Request Form, the District shall reimburse the person using cash provided by the Vendor pursuant to this Section.

1.8.4 Liability for Reimbursements. Subject to having received a fully completed Vending Machine Reimbursement Request Form prior to making each reimbursement, the District shall have no duty or obligation to confirm that any person has actually lost money in any vending machine placed in or at any of the District Facilities. The Vendor hereby assumes any and all responsibility and liability in connection with any possible or asserted fraud by any person seeking reimbursement pursuant to this Section.

Section 1.9 Health and Safety. In connection with the vending machine sales of food and beverages as contemplated by this Agreement, the Vendor shall be solely responsible and liable for compliance with all applicable federal, State and local laws, rules, regulations and other governmental requirements, including, without limitation, the California Retail Food Code (Health and Safety Code Section 113700 *et seq.*).

Section 1.10 Stockpiling of Food and Beverage Products. Except to the extent stockpiling may be accomplished within the confines of the vending machines placed in or at the District Facilities by the Vendor, the Vendor may not stockpile any food or beverage products in or at the District Facilities without the express written consent of the District obtained in advance of such stockpiling. If the District so consents to any stockpiling of food and/or beverage products outside the confines of the vending machines: (i) the Vendor must limit the amount(s) of product stockpiled, and the location(s) in or at which the product is being stockpiled, to the amount(s) and location(s) described in the District’s consent; and (ii) the District shall have no responsibility or liability whatsoever with respect to such stockpiled products, including, without limitation, responsibility for damage or theft.

Section 1.11 Ownership of Vending Machines. As between the Parties, the Vendor shall at all times retain ownership of, and title to, the vending machines placed in the District Facilities by the Vendor. Nothing in this Agreement shall be deemed or construed to result in the conveyance or other transfer to the District of any interest in any of such vending machines. In no event shall the District, to the extent of its control, suffer or permit the filing of any lien or other encumbrance on any of the vending machines placed in any of the District Facilities by the Vendor.

Section 1.12 Maintenance and Repair. The Vendor, at its sole cost, shall maintain in a clean and fully-functional condition each and every vending machine that it places in the District Facilities. The District may give notice to the Vendor (notwithstanding Part 6 herein, by telephone, e-mail or other means) when any of such vending machines does not fully function or otherwise needs repair. Within 72 hours of receiving such notice from the District, the Vendor must repair or replace the vending machine as necessary.

Section 1.13 Responsibility for Damage. As between the Parties, the Vendor shall assume and have any and all responsibility and liability for damage to vending machines that the Vendor places in or at the District Facilities, regardless of the cause of such damage, which may include, but is not limited to, damage resulting from neglect, vandalism, broken water pipes, power outages, power surges, solar

radiation or inclement weather. The Vendor, at its sole cost, must replace, restore or repair any vending machine placed in or at the District Facilities that, for any reason, sustains significant damage.

Section 1.14 Coordination of Activities. The Vendor must coordinate and reasonably cooperate with the District with respect to the installation, replacement and/or removal of vending machines in or at the District Facilities, including, at a minimum, to avoid any unreasonable interference with classes or other operations being conducted in or at the District Facilities. The Vendor must provide written notice to the District if it requests that a component of any District Facility must be repaired or otherwise modified (including, but not limited to, electrical or other utilities, drains, *et cetera*) in order for the Vendor to operate, or to complete the installation, maintenance or repair, of any vending machine has been placed or will be placed in or at the District Facility. In the event of any such request, the District, in its sole discretion, may elect to: (i) repair or otherwise modify the District Facility to the extent necessary; (ii) select a new location at the District Facility in or at which the vending machine(s) shall be located; or (iii) not allow placement of any vending machine(s) at that District Facility. If the District elects to repair or otherwise modify a District Facility, the Parties must coordinate and reasonably cooperate with regard to their respective activities.

PART 2: VENDOR STATUS AND ADMINISTRATION OF AGREEMENT

Section 2.1 Vendor Capability. The Vendor represents and warrants that: (i) it has any and all licenses as are required by law to permit the Vendor to enter into this Agreement and perform the Vendor Services; (ii) any and all personnel performing any of the Vendor Services shall be sufficiently skilled and qualified to perform the tasks, duties and responsibilities assigned to them by the Vendor; (iii) any and all personnel who will provide or perform the Vendor Services shall have the technical expertise and experience required to perform the Vendor Services in an efficient and timely manner; and (iv) the Vendor has sufficient financial, personnel and other resources to adequately and timely perform the Vendor Services as required pursuant to this Agreement. Upon request of the District, the Vendor shall permanently prevent any person from being in, on or at all District Facilities, if the District has determined that such person is not performing the Vendor Services in a reasonable manner or is a threat to the safety of any person(s) or property, and the Vendor shall not thereafter use such person for or in connection with performance of any of the Vendor Services.

Section 2.2 Vendor Representative. The Vendor must designate in writing to the District one person from its staff ("Vendor Representative") who (except as provided in Section 6.3 herein, if a different person is designated for purposes of Part 6 herein) shall be: (i) the District's sole contact person for the Vendor; and (ii) responsible for and conduct any and all communications and other interactions between the District and the Vendor. The Vendor must delegate to the Vendor Representative all authority required to make any and all decisions on behalf of the Vendor relating to the administration of this Agreement and the performance of the Vendor Services. The Vendor must provide to the District the Vendor Representative's name, title, telephone number and other contact information. At all times prior to full completion of the Vendor Services, the Vendor Representative must be reasonably available to District representatives, by telephone, between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, and at such other times as the District and the Vendor Representative may agree.

Section 2.3 Independent Contractor. The Vendor is, for any and all purposes of or related to this Agreement, an independent contractor to the District. In no circumstances shall the Vendor or any of its officers, employees or agents be deemed or construed to be an officer, employee or agent of the District on account of this Agreement. The Vendor must at all times conduct its activities in a manner

consistent with its status as an independent contractor to the District, and, except as provided in this Agreement, the Vendor shall have the right to determine the methods, means and mechanisms by which it shall perform the Vendor Services. The Vendor shall not suffer or permit any third party (whether person or entity) to continue in any apparent belief that the Vendor or any of its officers, employees or agents is an officer, employee, or agent of the District. The Vendor shall be responsible for ensuring compliance with all laws related to its employees, including, without limitation, laws relating to workers' compensation. The compensation payable to Vendor hereunder shall not be increased as a result of any costs incurred by Vendor that are attributable to such compliance.

Section 2.4 *Consent Required to Use Subcontractors.* The Vendor may use a subcontractor to perform a portion of the Vendor Services to be provided pursuant to this Agreement only upon written consent of the District provided in advance of the Vendor contracting with such subcontractor. The District, in its sole discretion, may deny, delay or condition its approval of the use of any one or more proposed subcontractors.

Section 2.5 *Criminal-History Background Checks.* The District has determined that, in connection with the performance of its obligations pursuant to this Agreement, there possibly might be more than limited contact between Vendor personnel and one or more minor-aged District students. Therefore, at its sole cost and expense, and prior to entering in or upon any of the District Facilities, the Vendor must: (i) comply with the requirements of Education Code Section 45125.1, regardless of whether such requirements are otherwise applicable; and (ii) in connection therewith, comply with all California Department of Justice guidelines and requirements with respect to fingerprinting of the Vendor's officers, employees, agents, or other representatives who will or might be present in, on or at any District Facility for purposes of this Agreement.

Section 2.6 *Tobacco-Free and Drug-Free Workplaces.* Each and every one of the District Facilities is a "tobacco-free" and "drug-free" work place. No person in, on or at a District Facility in connection with the performance of the Vendor Services may: (i) engage in the unlawful manufacture, dispensation, sale, possession or use (including, without limitation, being under the influence) of any illegal or controlled substance; (ii) possess or use any alcoholic beverage; (iii) use any legal substance that results or likely will result in serious or significant impairment of normal abilities; or (iv) smoke, inhale, chew or otherwise use or consume tobacco products. The Vendor shall prohibit from performing any of the Vendor Services each person who, while present in, on or at any District Facility, violates any of the foregoing prohibitions, and the Vendor shall not thereafter permit any such person to be present in, on or at any of the District Facilities.

Section 2.7 *Prohibited Interests.* The Vendor represents and warrants that: (i) it has not employed or retained any company or person (excepting any bona fide employee working solely for Vendor) to solicit or otherwise cause the District to enter into this Agreement; (ii) it has not paid, agreed to pay, or otherwise provided to, any company or person, including, but not limited to, any District officer, employee or agent (but excepting any bona fide employee working solely for Vendor), any fee, commission, percentage, brokerage fee, gift, favor, or other consideration contingent upon or resulting from the District entering into this Agreement; and (iii) to the Vendor's knowledge, the making of this Agreement shall not result in any person having any conflict of interests pursuant to Government Code Section 1090 or the California Political Reform Act (Government Code Section 87100 et seq.).

Section 2.8 *Reasonable Care Required.* In connection with the performance of the Vendor Services, the Vendor must, at a minimum, employ a reasonable level of care that is consistent with any

and all applicable industry standards and the level of care employed by other vendors providing similar services to school districts within the State in similar circumstances.

Section 2.9 Compliance with Law. Without limiting anything else in this Agreement, the Vendor must perform the Vendor Services in compliance with all applicable federal, State and local laws, regulations, ordinances and other governmental requirements.

Section 2.10 Responsibility for Vendor Services. Without limiting anything else in this Agreement, the Vendor shall be responsible for, and shall reimburse the District for, any and all costs and expenses incurred by the District that arise from: (i) the performance of the Vendor Services using less than the level of care required pursuant to this Agreement; (ii) any failure by the Vendor to comply with laws and other governmental requirements as provided in Section 2.8 herein; and (iii) any errors and/or omissions by the Vendor in connection with the performance of the Vendor Services. The Vendor must pay each such amount within thirty days of receipt of a written invoice from the District requesting payment. Any late payments by the Vendor shall accrue interest at the maximum legal rate.

Section 2.11 Vendor Records. The Vendor must prepare and maintain, in accordance with generally-accepted accounting principles, all financial and other records related to this Agreement and to the Vendor Services as necessary, appropriate or required by law ("Vendor Records"). Pursuant to Government Code Section 8546.7, the State Auditor has the right, for a period of three years following final payment, to review, audit and/or copy records of the contracting parties with respect to each contract providing for expenditure of public funds in excess of \$10,000. The District and other governmental entities with competent jurisdiction also shall hereby have an independent right pursuant to this Agreement, for a period of four years following final payment, to review, audit and/or copy the Vendor Records. The Vendor must make the Vendor Records available for inspection by the District, the State, and any other governmental entity with competent jurisdiction, at all reasonable times during the four-year period following final payment to the Vendor pursuant to this Agreement; provided that, if the District or any other governmental entity commences, but does not complete, an audit within such four-year period, the Vendor must maintain the Vendor Records until such time as the audit has been completed.

PART 3: VENDOR INSURANCE

Section 3.1 Required Insurance. Prior to commencing any of the Vendor Services, the Vendor must procure at its sole cost and expense, and, during all periods as required by this Agreement, must maintain in effect, the following policies of insurance:

- (i) General Liability Insurance: A policy of commercial general liability insurance, written on an "occurrence" basis, providing coverage for all activities conducted by Vendor pursuant to this Agreement ("General Liability Policy") with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Without limiting any other coverage to be provided by the General Liability Policy, the General Liability Policy must also include coverage for: (1) tainted, expired, or otherwise faulty products (i.e., product liability insurance); and (2) the contractual liability assumed by the Vendor pursuant to this Agreement.
- (ii) Vehicle Liability Insurance: A policy of business vehicle liability insurance, written on an "occurrence" basis, providing coverage for bodily injury and property damage ("Vehicle Liability

Policy”) with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The Vehicle Liability Policy must include coverage for owned, hired and non-owned automobiles.

- (iii) *Workers’ Compensation Insurance:* A policy of workers’ compensation insurance as required by State law, together with a policy of employer’s liability insurance providing coverage in an amount not less than \$1,000,000. Notwithstanding the insurer rating standards set forth in this Agreement, coverage provided by the State Compensation Insurance Fund shall be deemed, with respect to the workers’ compensation insurance, to satisfy such insurer rating standards.

Section 3.2 *Duration of Insurance.* The Vendor must maintain the insurance required pursuant to this Agreement in effect at least until the date that is one year following termination of this Agreement.

Section 3.4 *Insurer Rating Standards.* Except as the District, in its sole discretion and prior to commencement of the Vendor Services, may approve in writing, the insurance policies required pursuant to this Agreement must be issued by one or more insurers licensed to do business in the State and having an A.M. Best Company rating of not less than “A” and a financial size category of “IX.”

Section 3.5 *Additional Insureds.* Each of the General Liability Policy and the Vehicle Liability Policy must be endorsed to provide that the District, the District Board and each individual member thereof, and the District’s other officers, employees, and agents (collectively, not including the District, the “District Agents”) are additional insureds pursuant to such policies, to the extent of the Vendor’s acts and omissions in connection with this Agreement.

Section 3.6 *Waivers of Subrogation and Excluded Cross-Liability.* The Vendor hereby waives, on behalf of the insurers that have or will issue one or more of the insurance policies required by this Part 3, any and all rights to subrogation that any such insurer may acquire by virtue of the payment of any loss. Each of the General Liability Policy and the Vehicle Liability Policy must be endorsed with a waiver of all cross-liability exclusions and a waiver of the insurer’s rights of subrogation against the District. The policy of workers’ compensation insurance must be endorsed with a waiver of the insurer’s rights of subrogation against the District.

Section 3.7 *Vendor Insurance is Primary.* To the extent permitted by law, insurance policies required by this Agreement to be maintained by the Vendor shall be primary and non-contributing with respect to any insurance or self-insurance programs covering the District or any of the District Agents. The General Liability Policy and the Vehicle Liability Policy must be endorsed to provide that they are so primary and non-contributory.

Section 3.8 *Deductibles and Self-Insured Retentions.* Prior to commencing the Vendor Services, the Vendor must disclose in writing to the District any deductibles or self-insured retentions applicable to any of the insurance that the Vendor must have in effect pursuant to this Agreement. Any such deductibles or self-insured retentions are subject to discretionary approval by the District. At the option of the District, the Vendor either: (i) must cause the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to claims arising in connection with this Agreement; or (ii) must provide a financial guarantee satisfactory to the District that guarantees payment of losses and related investigations, claim administration, and defense expenses.

Section 3.9 Evidence of Coverage. Prior to commencing the Vendor Services, the Vendor must provide to the District such duly-authorized and executed certificates of insurance evidencing that the insurance policies to be maintained by the Vendor pursuant to this Agreement are in effect (each a "Certificate of Insurance"), together with a copy of each endorsement to such insurance as is required pursuant to this Agreement. The delivery of such Certificates of Insurance and endorsements shall be a condition precedent to the Vendor commencing any of the Vendor Services. As applicable, the Certificates of Insurance must identify those who have been designated as additional insureds in accordance with this Agreement. Not less than thirty days prior to the expiration of any insurance policy that the Vendor is required to maintain pursuant to this Agreement, the Vendor must provide updated Certificates of Insurance to the District that evidences the renewal of such policy.

Section 3.10 Notice of Change in Policies. Each Certificate of Insurance and corresponding policy of insurance required pursuant to this Agreement must expressly require, or be endorsed to require, that the insurer notify the District not less than thirty days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy, except for cancellation due to non-payment of premium, in which case the insurer must provide such notice not less than ten days prior to cancellation. Language in any Certificate of Insurance or policy of insurance to the effect that the insurer shall "endeavor" to provide such notice shall not be acceptable.

Section 3.11 Review of Coverage. The District may at any time request that the Vendor provide a full and complete copy of any or all policies of insurance to be maintained by the Vendor pursuant to this Agreement, and the Vendor must provide a copy of each requested policy to the District within ten days of the District's request. The District shall review the insurance policies, along with the Certificates of Insurance and endorsements also provided by the Vendor, to determine whether the Vendor's insurance complies with the insurance-related requirements of this Agreement. However, no failure by the District to conduct such review, to properly or completely conduct such review, or to identify any non-compliance with the requirements of this Part 3, shall be deemed or construed to relieve the Vendor from any of its obligations in regard to such insurance-related requirements. Notwithstanding anything else in this Agreement, any failure by the Vendor to comply with such insurance-related requirements shall be deemed a material breach by the Vendor of its obligations pursuant to this Agreement and not as a waiver of any such insurance-related requirement.

PART 4: INDEMNIFICATION OF DISTRICT

Section 4.1 General Requirement. The Vendor shall indemnify and hold-harmless the District and the District Agents, and each of them, against and from any and all claims, demands, actions, judgments, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses) and other liabilities of whatever nature that arise from (i) the performance of this Agreement by the Vendor or any of its officers, employees, agents, or subcontractors (collectively, not including the Vendor, the "Vendor Agents") and/or (ii) the injury (including death) of any person or the damage to any property in connection with performance of this Agreement by the Vendor or any of the Vendor Agents, including, without limitation, any illness attributable to spoiled, tainted and otherwise faulty food and/or beverages in any of the vending machines placed in or at the District Facilities by the Vendor. For purposes of clarification, not limitation, the scope of the Vendor's obligations pursuant to this Section also shall include any disputes of any nature between Vendor and any of its suppliers, lenders, subcontractors, employees, *et cetera*.

Section 4.2 *Defense of District.* The Vendor, at its cost and expense, must defend the District with respect to any claim, demand or action that is within the scope of the Vendor's indemnification obligation pursuant to Section 4.1 of this Agreement. Any defense of the District or any of the District Agents conducted pursuant to this Agreement must be conducted by qualified and appropriately experienced legal counsel reasonably acceptable to the District but selected and retained by the Vendor at no cost to the District or District Agents.

Section 4.3 *Limitation on Vendor Obligations.* The Vendor shall not be obligated pursuant to Sections 4.1 and 4.2 of this Agreement to the extent any claim, demand, action, judgment, damage, loss, cost or expense, or other liability results from the active negligence, sole negligence, or willful misconduct of the District or any District Agent. In each such event, the Parties shall be responsible and liable on a comparative basis.

Section 4.5 *District Settlement of Disputes.* Without jeopardizing or compromising any of its rights pursuant to this Agreement or as may be available in accordance with law, the District may settle any claim, demand, action or other legal proceeding on terms reasonably determined by the District Board to be in the best interests of the District. Prior to settling, the District shall attempt to obtain the Vendor's consent to each such settlement, and the Vendor shall not unreasonably deny delay or condition its approval. If the Parties are unable to agree on the particular terms for settlement of any dispute, with the result that the Vendor does not consent to the settlement, the District may nonetheless settle the dispute if the District Board has determined that the settlement will be in the District's best interests.

Section 4.6 *Payment of Costs.* The Vendor shall reimburse to the District, or upon request of the District shall directly pay, any and all costs, expenses, penalties, judgments, settlements, and other amounts paid or owed by the District that are payable by the Vendor pursuant to the indemnity provisions of this Agreement. The Vendor must pay each such amount not later than: (i) when the amount is due, in the case of direct payment by the Vendor; or (ii) within thirty days of receipt of a written invoice from the District requesting payment, in the case of reimbursement to the District. Any late payments by the Vendor shall accrue interest at the maximum legal rate.

Section 4.7 *Insurance Not a Limitation.* The obligations and liability of the Vendor pursuant to this Part 4 shall not be deemed or construed to be: (i) conditioned upon, or in any other manner limited by, the existence of any insurance coverage maintained by a Party or other person or entity; or (ii) conditioned upon the receipt by any person or entity of, or limited to the amount of, any insurance proceeds.

Section 4.8 *Survival of Obligations.* With respect to any and all acts, omissions or incidents that occur prior to termination of this Agreement, the Vendor's obligations pursuant to this Part 4 shall survive termination of this Agreement.

PART 5: *TERM AND TERMINATION*

Section 5.1 *Term.* The term of this Agreement shall commence on the Effective Date and, unless earlier terminated or extended in accordance with this Agreement, shall terminate on the date that is two years following the Effective Date. Subject to Section 8.6 herein, the Parties may agree to extend the term of this Agreement.

Section 5.2 Termination Due to Expiration or Completion. Unless the term of this Agreement is earlier terminated or extended in accordance with this Agreement, this Agreement shall terminate upon expiration of the term of this Agreement.

Section 5.3 District Termination for Convenience. The District, without need for cause, may terminate this Agreement, with respect to some or all of the Vendor Services, by providing written notice of termination to the Vendor. Such termination shall be effective 180 days following receipt of the notice of termination by the Vendor.

Section 5.4 District Termination for Breach of Warranties. If the District at any time determines that any of the representations and/or warranties of the Vendor set forth in this Agreement are materially untrue or incorrect, the District shall have the right to terminate this Agreement immediately and without liability, and the Vendor shall be liable to the District for any and all costs, expenses and damages arising therefrom. The Vendor's representations and warranties pursuant to this Agreement shall survive termination of this Agreement.

Section 5.5 District Termination for Cause. In addition to other termination rights, it may have pursuant to this Agreement, the District may give the Vendor written notice of the District's intent to terminate this Agreement for cause if the District reasonably determines that the Vendor has failed to perform some or all of the Vendor Services in a satisfactory and timely manner or if the Vendor otherwise has breached any of its obligations pursuant to this Agreement. The Vendor shall have ten days following receipt of the notice of intent to terminate to cure its failure or breach, or to make arrangements satisfactory to the District for cure of its failure or breach, and, if the Vendor fails within such ten-day period to do so, the District may terminate this Agreement by giving written notice of termination to the Vendor, and the termination shall be effective immediately upon receipt of the notice of termination by the Vendor. Nothing in this Agreement shall be deemed or construed as a waiver by the Vendor of any rights it may have in regard to a wrongful termination by the District pursuant to this Section.

Section 5.6 Vendor Termination for Cause. The Vendor may give the District written notice of the Vendor's intent to terminate this Agreement for cause if the Vendor reasonably determines that the District has breached any of its material obligations pursuant to this Agreement. The District shall have: (i) fourteen days following receipt of the notice of intent to terminate to cure (or to make arrangements satisfactory to the Vendor for cure of) a breach arising from any failure by the District to pay any undisputed amount owed to the Vendor; and (ii) thirty days following receipt of such notice to cure (or to make arrangements satisfactory to the Vendor for cure of) a breach of any other nature. If the District fails within the applicable period to cure a breach (or to make arrangements satisfactory to the Vendor for cure of such breach), the Vendor may terminate this Agreement by giving written notice of termination to the District, and the termination shall be effective immediately upon receipt of the notice of termination by the District. Nothing in this Agreement shall be deemed or construed as a waiver by the District of any rights it may have in regard to a wrongful termination by the Vendor pursuant to this Section.

Section 5.7 Termination by Court Judgment. If a court of competent jurisdiction determines, for any reason, that any material provision or requirement of this Agreement is or has become invalid or unenforceable, this Agreement shall terminate upon the judgment of that court or court of appeal becoming final without further rights of appeal.

Section 5.8 Removal of Vending Machines. In connection with the termination of this Agreement, the Vendor shall remove from the District Facilities all vending machines, all unsold food and beverage products therein, and any and all food and beverage products that the District has allowed the Vendor to stockpile at any of the District Facilities (collectively, the "Removal"). In the event this Agreement is terminated pursuant to either Section 5.2 or 5.3 herein, the Vendor must complete the Removal prior to the effective date of the termination. In the event this Agreement is terminated pursuant to any other provision of this Agreement, the Vendor must complete the Removal within twenty days of the effective date of the termination. If a termination of this Agreement relates to some, but not all of the vending machines that the Vendor has placed in or at District Facilities, the Vendor shall complete the Removal, consistent with this Section, to the extent of the vending machines to which the termination applies.

PART 6: GIVING OF NOTICE

Section 6.1 General Requirements. Any and all demands and notices required or permitted to be given pursuant to this Agreement (each a "Notice") must be in writing and must be given or served in accordance with this Part 6.

Section 6.2 Methods of Delivery. Each Notice must be sent via: (i) personal delivery (with name and signature of recipient obtained on delivery receipt); (ii) registered or certified United States mail (postage pre-paid and return receipt requested); or (iii) FedEx, U.P.S. or other reliable, private delivery service (with name and signature of recipient obtained on electronic or other delivery receipt). Neither Party may unreasonably refuse to accept delivery of any Notice in an attempt to avoid the giving or service of the Notice, and any such refusal by a Party shall be deemed and construed to be a material breach of such Party's obligations pursuant to this Agreement.

Section 6.3 Persons to Whom Notices Must be Sent. Notices sent to the District must be sent to the District representative whose name and address are specified in Paragraph B of Exhibit E to this Agreement. Notices sent to the Vendor must be sent to the Vendor representative whose name and address are specified in Paragraph C of Exhibit E here to this Agreement. A Party must give Notice of each change in the Party's address, person to whom attention should be directed, or e-mail address by giving notice in accordance with this Part 6. If any such information applicable to a Party changes, and the Party does not give notice of such change in accordance with this Part 6, any subsequent Notices addressed and delivered to that Party using the obsolete contact information shall be deemed and construed to have been given or served in accordance with Section 6.4, regardless of whether "actual receipt" has occurred.

Section 6.4 Effect of Receipt. A Notice shall be deemed given or served only upon actual receipt by the addressee. However, notwithstanding the foregoing, if any Notice is delivered after 4:00 p.m. on any day (whether that day is a business day or not), the Notice shall be deemed to have been given or served as of 9:00 a.m. on the next subsequent business day. For purposes of this Agreement, a "business day" is any day that is not any of the following: (i) a Saturday or Sunday; (ii) a federal, State or Local/District-mandated holiday; or (iii) a State- or District-mandated or furlough day with respect to the District's administrative personnel.

Section 6.5 Applicability of Notice Requirements. The requirements of this Part 6 shall not be deemed or construed to apply to: (i) communications between the District and/or the Vendor necessary for day-to-day administration of this Agreement or performance of the Vendor Services; or (ii) service of process in accordance with any applicable law or court rule.

PART 7: MISCELLANEOUS PROVISIONS

Section 7.1 Ownership of District Facilities. As between the Parties, the District shall at all times retain ownership of, and title to, the District Facilities. The Vendor shall be deemed to have a license pursuant to this Agreement to place vending machines in the District Facilities, and nothing in this Agreement shall be deemed or construed to result in the conveyance or other transfer to the Vendor of any interest in any of the District Facilities.

Section 7.2 Advertising and Sponsorship. Except as the District, prior to any such use, may agree in writing, in no event may the Vendor use the name of the District or any District personnel, or use any photograph, artist rendering or other image of any of the District Facilities, for promotional, advertising, merchandizing, or similar commercial purposes. Nothing in this Agreement shall be deemed or construed to: (i) provide the Vendor with any rights (or any rights of first refusal) to sponsor any activities or events that may occur in or at any of the District Facilities, regardless of whether any such activity or event may be sponsored by an entity that is the Vendor's competitor in any one or more product markets; or (ii) prohibit the District, or any group, association, foundation or other entity that uses District Facilities, from authorizing or accepting sponsorship of any entity, including, without limitation, any entity that is the Vendor's competitor in any one or more product markets.

Section 7.3 Agreement is Public Record. Notwithstanding anything in any proposal or any discussions or writing relating hereto: (i) nothing in this Agreement shall be deemed or construed to constitute confidential information; and (ii) this Agreement is a public record which the District may disclose in accordance with State law or otherwise.

PART 8: INTERPRETATION OF AGREEMENT

Section 8.1 Fair and Reasonable Interpretations. Prior to execution and delivery of this Agreement, each Party has received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect to the advisability of executing this Agreement and the meaning of the provisions herein. Therefore, the provisions of this Agreement shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was primarily responsible for drafting this Agreement or any particular provision herein.

Section 8.2 Headings and Captions. The headings and captions set forth in this Agreement are for the convenience of the reader only and shall not be deemed or construed to establish, define or limit the meaning of any Part, Section or other provision herein.

Section 8.3 Recitals and Exhibits. Each Recital set forth herein and each Exhibit referenced herein and attached hereto is hereby incorporated as an effective and operative provision of this Agreement.

Section 8.4 Meaning of "Days." Except as may be expressly provided in this Agreement in any particular case, each reference in this Agreement to a period of days shall be construed to mean consecutive calendar days, not business days.

Section 8.5 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties pertaining to the performance of the Vendor Services by the Vendor, and

all prior and contemporaneous agreements, representations and understandings of the Parties relating to such subject matter, whether oral or written, are hereby superseded and replaced.

Section 8.6 *Modifications of Agreement.* This Agreement may be modified only by means of duly approved written agreement executed and delivered by both Parties.

Section 8.7 *Waiver.* A waiver by a Party of any provision of this Agreement shall be binding only if the waiver is set forth in writing and has been duly approved and signed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any provision of this Agreement shall not constitute a waiver of any other provision(s) herein, similar or not, and shall not be construed as a continuing waiver. Except as waived in accordance with this Section, neither the failure by a Party at any time to require performance of any requirement of this Agreement, nor any forbearance or indulgence of the Party in regard to such requirement, shall in any manner affect the Party's right at a later time to enforce the same or any other provision of this Agreement.

Section 8.8 *Governing Law and Venue.* This Agreement shall be governed by and interpreted in accordance with the laws of the State. Any action, arbitration, or other proceeding arising from this Agreement shall be initiated and conducted only in the County of Orange, California.

Section 8.9 *Correct Legal Requirements Deemed Included.* Each and every provision required by any applicable law to be included in this Agreement is hereby deemed to be so included, and this Agreement shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision required by any applicable law is not expressly included herein, or is not correctly included herein, then, upon request of either the District or the Vendor, they shall amend this Agreement to include or incorporate, or to correctly include or incorporate, such provision.

Section 8.10 *Successors and Assigns.* The Vendor may not assign this Agreement without the express written consent of the District, and any attempt to do so shall be null and void. The District may condition, delay or withhold its consent to any assignment in its sole discretion. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding on, the Parties' authorized successors and assigns.

Section 8.12 *No Third-Party Beneficiaries.* The Parties have entered into this Agreement solely for their own purposes, and this Agreement shall not be deemed or construed to: (i) benefit any third party; (ii) create any right for any third party; or (iii) except as provided by law, provide a basis for any claim, demand, action or other proceeding by any third party.

PART 9: *EXECUTION OF AGREEMENT*

Section 9.1 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement having original signatures of both Parties.

Section 9.2 *Due Authority.* Each person signing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as evidenced by their signatures below.

Paramount Unified School District

By: _____
Patricia Tu, Asst Superintendent, Business

Approved as to form:

By: _____,
Attorneys for the Paramount Unified School
District

By: _____
_____, Legal Counsel

[_____]
Vendor Name/Company Name

By: _____

Print Name: _____

Print Title: _____

EXHIBIT "A"
List of District Facilities

District Facility Name	District Facility Address	Designated Location	Specific Location in or at the District Facility
District Office	15110 California Ave, Paramount	1	Staff Lounge
		1a	Staff Lounge
Auxiliary/Yard Offices	8555 Flower St, Paramount	2	Staff Lounge
Collins	6125 Coke St, Long Beach 90805	3	Staff Lounge
Gaines	7340 Jackson St, Paramount	4	Staff Lounge
Hollydale	5511 Century Blvd, South Gate 90280	5	Staff Lounge
Jefferson	8600 Jefferson St, Paramount	6	Staff Lounge
Keppel	6630 Mark Keppel St, Paramount		Staff Lounge
Lincoln	15324 California Ave, Paramount	7	Staff Lounge
Los Cerritos	14626 Gundry Ave, Paramount	8	Staff Lounge
Mokler	8571 Flower St, Paramount	9	Staff Lounge
Roosevelt	13451 Merkel Ave, Paramount	10	Staff Lounge
Tanner	7210 Rosecrans Ave, Paramount	11	Staff Lounge
Wirtz	8535 Contreras St, Paramount	12	Staff Lounge
Alondra	16200 Downey Ave, Paramount	13	Student Area - TBD
		13a	Staff Lounge
Jackson	7220 Jackson St, Paramount	14	Student Area - TBD
		14a	Student Area - TBD
Paramount Park	14608 Paramount Blvd, Paramount	15	Staff Lounge
		15a	Student Area - TBD
Zamboni	15733 Orange Ave, Paramount	16	Staff Lounge
		16a	Student Area - TBD
Buena Vista HS	3717 Michelson St, Lakewood 90712	17	Staff Lounge
			Student Area - TBD
Odyssey HS	3701 Michelson St, Lakewood 90712	18	Staff Lounge
			Student Area - TBD
Paramount HS	14429 Downey Ave, Paramount	19	Staff Lounge
		19a	Student Area – TBD
		19b	Student Area – TBD
		19c	Student Area - TBD
West Campus	14708 Paramount Blvd, Paramount	20	Staff Lounge
		20a	Student Area - TBD

Notes

- (1) Describe specific location of vending machine(s) using room number, area of the District Facility, or other information sufficient to identify location with relative certainty.

EXHIBIT "B"
Type and Quantity of Vending Machines at Designated Locations

Designated Location	Type and Quantity of Vending Machines at each Designated Location
1 through __	Minimum of one beverage machine, or one combo beverage/snack machine for Adults
__(a), __(a), __(a) and __(c)	Minimum of one beverage machine and one snack machine, or one combo beverage/snack machine for Adults
__(b), __(b), and __(b)	Minimum of one beverage machine and one snack machine, or one combo beverage/snack machine for Students

Notes

- (1) The Designated Locations specified in this Exhibit B correspond to Designated Locations set forth in Exhibit A hereto.

EXHIBIT "C"
Authorized Food and Beverage Products for Students

Product Designation	Product Description	Size	Price	%
A				
B				
C				
D				
E				
F				
G				
H				
I				
J				
K				
L				
M				
N				
O				
P				
Q				
R				
S				
T				
U				
V				
W				
X				
Y				
Z				
AA				
AB				
AC				
AD				

Notes

- (1) Specify size of product in measurements of volume or weight, whichever is applicable.
- (2) Specify sales price of product (i.e., price at which product is offered for sale) in U.S. dollars and cents (e.g., \$1.25).
- (3) In the "%" column, specify the commission payable to the District for sale of a product as a percentage of the sales price of the product (e.g., 10%).

EXHIBIT "D"
Restrictions on Sale of Authorized Food and Beverage Products

Location Designation	Prohibited Food and/or Beverage Product(s)

Notes

- (1) The location designations specified in this Exhibit D should correspond to the Location Designations set forth in Exhibit A.
- (2) In the "Prohibited Food and/or Beverage Product(s)" column, specify the prohibited product using the applicable Product Designation set forth in Exhibit C hereto (e.g., A, V, AB, *et cetera*).

EXHIBIT "E"
Representatives of the Parties

- A. The District's contact information (i.e., representative's name, title, and mailing/delivery address) for purposes of the Vendor sending Monthly Statements and Commission checks to the District is as follows:

Paramount Unified School District
Attn: Celeste Calubaquib, Director of Food Services
8555 E Flower Street
Paramount, CA 90723
United States

- B. The District's contact information (i.e., representative's name, title, and mailing/delivery address) for purposes of Notices given this Agreement is as follows:

Paramount Unified School District
Attn: Patricia Tu, Assistant Superintendent of Business Services
15110 California Ave.
Paramount, CA 90723
United States

- C. The Vendor's contact information (i.e., representative's name, title, and mailing/delivery address) for purposes of Notices given this Agreement is as follows:

Attn: _____

EXHIBIT "F"
Vending Machine Reimbursement Request Form

Name of person requesting reimbursement: _____

Circle whichever applies: Student Staff Other (explain): _____

If student, specify student ID number: _____

If staff, specify position and department name: _____

Name of school or other facility where loss occurred: _____

Building where loss occurred: _____

Location of vending machine in building: _____

(If more than one machine in that location, specify which machine.)

Date loss occurred: _____

Time Loss occurred (approximate): _____

Amount of money lost: _____

Please provide a brief description of the item you attempted to purchase and the problem you encountered with the vending machine: _____

Signature of Person Requesting Reimbursement: _____

Date Signed: _____

Signature of District personnel reimbursing funds: _____

Date of Reimbursement: _____

Amount Reimbursed: _____

**SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE**

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year. (Includes Nutrition Services Management and Nutrition Services Consulting Contracts.)

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Lower Tier Covered Transactions**

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

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Company Name

Address

Printed Name

Title

Signature

Date

INSTRUCTIONS FOR SUSPENSION AND DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the 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 is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

CERTIFICATION REGARDING LOBBYING
TO BE SUBMITTED WITH BID

INSTRUCTIONS: To be completed and submitted ANNUALLY by (1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and (2) potential or existing contractors/Vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

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

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

OR

Name of Vendor:		
Printed Name and Title:	Signature:	Date:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year ____ quarter ____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency: 		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known: 		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> 		10. b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i>
11. a. Amount of Payment (check all that apply) \$ _____ actual planned		11. b. Type of payment (check all that apply) Retainer One-time fee Commision Contingent fee Deferred

12. Form of payment (check all that apply): Cash In kind specify: Nature _____ Value _____	13. Other; specify _____
14. Brief description of service performed or to be performed and date(s) of service, including officer(s), employee(s) or embers(s) contacted for payment indicated in No. 11: (attach continuation sheet(s) SF-LL-A, if necessary)	
15. Continuation sheet(s) SF-LL-A attached: YES or NO	
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Print Name: Title: Telephone No.: Date:
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, eg., the first subawardee of the prime or the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level agency name, if known. For example, the Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) numbers for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (eg., Request for Proposal number (RFP) number; Invitation for Bid (IFB) numbers; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and

telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

END OF DOCUMENT

NONCOLLUSION DECLARATION

Public Contract Code § 7106 To Be Executed by Proposer and Submitted with Proposal

RFP #2-26-27 – Exclusive Vending Services

State of California
County of _____

I, _____, am the _____ [Title] of
_____ [Proposer Name], the party making the foregoing proposal.

The undersigned declares:

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.

The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to submit a sham proposal, or to refrain from proposing.

The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any pricing, commission structure, percentage, profit element, or other proposal component, or to secure any improper advantage against any other proposer.

The proposer has not, directly or indirectly, submitted its proposal, proposal pricing, commission percentages, terms, or any contents thereof, or divulged information relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on: _____

At: _____

Signature: _____

Printed Name: _____

Title: _____

Vendor Name: _____

BUY AMERICAN WAIVER REQUEST

RFP #2-26-27 – Exclusive Vending Services

The Buy American Provision (7 CFR 210.21(d)) requires that food products purchased for Child Nutrition Programs be domestic agricultural commodities or domestic food products unless a valid exception exists.

This form must be completed for each non-domestic product for which a waiver is requested.

Product Information

Product Name: _____

Manufacturer: _____

Country of Origin: _____

Proposed Use: _____

Basis for Waiver Request

Check all that apply:

☐ Product is not produced or manufactured in sufficient and reasonably available quantities of satisfactory quality in the United States.

☐ Competitive proposals reveal the cost of a domestic product is significantly higher than the non-domestic product.

☐ Other (explain): _____

Supporting Documentation

Attach all supporting documentation, including:

- Product specifications
- Origin information
- Cost comparison (if applicable)
- Availability information
- Manufacturer correspondence (if applicable)

Certification

I certify that the information provided herein is true and correct to the best of my knowledge and that this waiver request is submitted in good faith.

Vendor Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

IRAN CONTRACTING ACT CERTIFICATION

Public Contract Code §§ 2200-2208

RFP #2-26-27 – Exclusive Vending Services

Pursuant to California Public Contract Code sections 2200 through 2208, vendors seeking to enter into contracts with public entities for goods or services valued at \$1,000,000 or more must certify compliance with the Iran Contracting Act.

The undersigned certifies that:

(Check One)

☐ The proposer is not identified on the current list of persons or entities engaged in investment activities in Iran created by the California Department of General Services pursuant to Public Contract Code section 2203(b), and is not otherwise prohibited from bidding on or entering into a public contract under California law.

OR

☐ The proposer is identified on the current list of persons or entities engaged in investment activities in Iran but has received an exception under Public Contract Code section 2203(c) and has attached documentation demonstrating such exception.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Vendor Name: _____

Address: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____