



RIALTO CHILD NUTRITION

**DAIRY AND OTHER RELATED PRODUCTS
#RIANS-2021-2022-002**

Submit by Monday, May 24, 2021
151 S. Cactus Ave.,
Rialto, CA 92376
(909) 820-7761
(909) 873-2360 Fax
<https://kec.rialto.k12.ca.us>

RIALTO UNIFIED SCHOOL DISTRICT
CHILD NUTRITION
RFP No. RIANS-2021-2022-002
DAIRY AND OTHER RELATED PRODUCTS



Rialto Unified School District
 Child Nutrition
 151 S. Cactus Ave.
 Rialto, CA 92376
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Issue Date:	April 26, 2021	
Publication Dates:	April 26, 2021	
	May 3, 2021	
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Proposal Submission	May 24, 2021	9:00 AM
Deadline:	May 24, 2021	9:00 AM
Public Bid Opening	May 24, 2021	9:00 AM
Expected Board Approval	June 23, 2021	7:00 PM

RIALTO UNIFIED SCHOOL DISTRICT
151 S. CACTUS AVE., RIALTO, CA 92376
NOTICE CALLING FOR PROPOSALS
RFP No. RIANS-2021-2022-002
Dairy and Other Related Products

NOTICE IS HEREBY GIVEN that the Board of Education of the Rialto Unified School District of San Bernardino County, California is requesting proposals for **RFP No. RIANS-2021-2022-002 Dairy and Other Related Products**

Companies interested in bidding can request a proposal packet from the following email address (FRAHMAN@rialtousd.org) or may pick up a printed packet at 151 S. Cactus Ave., Rialto, CA 92376. Each proposal must conform and be responsive to the required documents.

Proposals must be delivered in sealed envelopes marked “**RFP No. RIANS-2021-2022-002 Dairy and Other Related Products**” to the office of:

RIALTO UNIFIED SCHOOL DISTRICT
Child Nutrition
Attn: Fausat Rahman-Davies, Lead Nutrition Services Agent
151 South Cactus Avenue
Rialto, CA 92376

up to, but no later than **9:00 AM on Monday, May 24, 2021**, at which time they will be opened and pricing will be publicly read. All proposals must be submitted on forms furnished by the District.

The Board of Education of the Rialto Unified School District reserves the right to accept or reject any and all proposals or parts thereof, to be the sole judge as to the merits and qualifications of all proposals, to waive any informality in a proposal, not necessarily accept the lowest proposal of any offered if it is in the best interest of the District. Design, specifications, service, delivery, and quality may be considered in making selections.

Courier Deliveries

The Rialto Unified School District is not responsible for proposals sent via U.S. Mail, UPS, and Federal Express or by any other delivery service. It is each bidder’s sole responsibility to ensure its proposal is delivered and received by the deadline at the location designated above. Any proposal received at the designated location AFTER the scheduled closing time for receipt of proposals shall be returned to the bidder unopened.

To Be Published on April 26 and May 3, 2021:
Publication: San Bernardino County Sun

NOTICE OF INTENT

It is the intent of the Rialto Unified School District to award one or more contract(s) as a result of this Request for Proposal (RFP). Products and/or services considered for award shall equal or exceed a minimum quality level of industry standards as defined within this RFP, and shall comply with all applicable federal, state, and local technical, environmental, and performance standards and specifications.

DEFINITIONS: In this RFP and in the Contract, the following terms are defined as follows:

- A. **“Best Value”** means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of Vendor’s product(s) and/or services, and price.
- B. **“Contract”** means an agreement entered into between the District and a vendor as a result of this RFP. The Contract consists of the Request for Proposals, including all Addenda, Vendor’s Proposal that is satisfactory to the District, and the District’s Contract form(s), which may include, but are not limited to, a written contract, an agreement letter, or a purchase order.
- C. **“RUSD, Rialto, Rialto USD, and/or the District, and/or government entity”** refers to Rialto Unified School District
- D. **“Proposer”** refers to the person/firm that submits the proposal to this RFP. Terms “Bidder”, “Distributor” or “Vendor” may also be used.
- E. **“Project”** means the Scope of Work for furnishing goods and services as outlined in this RFP.
- F. **“Proposal”** refers to the documents submitted by a Proposer that addresses the scope and requirements of this RFP.
- G. **“RFP”** refers to this Request for Proposals.
- H. **“Responsible Vendor”** means a vendor with adequate financial resources (or the ability to obtain such resources), who can comply with the delivery requirements, and who is a qualified and established firm regularly engaged in the type of business that provides the goods and/or services herein.
- I. **“Responsive Proposal”** refers only to those proposals that comply with all material and administrative aspects of this RFP.
- J. **“Vendor”** refers to the person(s)/entity(ies) to whom a contract is awarded pursuant to this RFP.
- K. Singular terms shall include the plural and vice versa. A gender reference includes both genders.

Dear Vendor,

The Rialto Unified School District is pleased to provide you with document forms enabling you to respond to this year's "Dairy and Other Related Products" RFP packet.

The District has 29-delivery locations with daily deliveries Monday through Friday or approximately 145delivery drops per week. **The yearly contract value is approximately \$1,000,000 dollars per year.**

Please note: Estimated usage is for the 2018/2019 school year. This was the last full of service before the Covid-19 emergency shut down of public schools. In addition, this bid is for normal daytime deliver times. (6:30 am to 11:30 am). The District does not accept night drops.

The bidding documents in the packet include:

- Document Check-off for Vendors – Signed & Dated
- Notice Inviting Proposals
- Instructions & Information for Proposers
- General Conditions
- Vendor Questionnaire
- Proposal Worksheet
- Non-Collusion Declaration – Notarization not required
- Certificate and Disclosure Statements (2)
 - Certificate Regarding Lobbying
 - Suspension and Debarment Certification
- Iran Contracting Act
- Contractor's Certification – Regarding Drug-Free Workplace
- Contractor's Certification – Alcoholic Beverage and Tobacco- Free Workplace
- Contractor's Certification – Worker Compensation
- Clean Air and Water Certification
- Certification for Buy American Provision
- Printed Price Worksheet – Prices
- USB Flash Drive – Proposer is to provide and submit a flash drive which includes Proposal Price Spreadsheet, Worksheets, Prices, etc.
- Current Health Department Inspection Report

Please take special notice of all the terms and conditions in the proposal document in order to be a successful Proposer. A document check off sheet has been included to assist you.

Thank you for taking the time to submit your proposal for our business. We hope many of you are successful Proposers and that we will all enjoy a mutually profitable relationship with your company.

Sincerely,

Fausat Rahman-Davies

**Fausat Rahman-Davies
Lead Nutrition Services Agent
Rialto Unified School District**

DOCUMENT CHECK OFF SHEET

- Proposer Criteria Form (Provides minimum requirements of proposers and references) – Pg. 25
- Vendor Questionnaire – Pg. 26 & 27
- Proposal Form (Document in which proposer agrees to the terms of the proposal is awarded) – Pg. 29
- Non-Collusion Declaration with Signature – Pg. 30
- Equal Opportunity Employment – Pg. 31
- Certification Regarding Lobbying (Required annually for any new contracts or extensions of contracts that could exceed \$100,000. Required to receive one from every existing or potential contractor to be considered for Proposal) – Pg. 32-35
- Suspension and Debarment (Required annually for any new contracts or extensions of contracts that could exceed \$100,000. Required to receive one from every existing or potential contractor to be considered for Proposal) – Pg. 36-37
- Iran Contracting Act Certification – Pg. 38
- Contractor’s Certification – Regarding Drug Free Workplace – Pg. 39
- Contractor’s Certification – Alcoholic Beverages and Tobacco Free Workplace – Pg. 40
- Contractor’s Certification – Worker Compensation – Pg. 41
- Clean Air and Water Certification – Pg. 42
- Certification for “Buy American” provision (to be completed for all line items that apply) – Pg. 43
- Buy American Waiver Exception List (to be completed for all line items that apply) – Pg. 44
- Current Copy of Health Department Inspection Report
- Copy of Hazard Analysis Critical Control Point
- Electronic Media/USB Flash drive (Contains the bid prices in PDF & Excel format)
- Printed Proposal Product Price Worksheet with Signature – Attachment A

Please **COMPLETE, SIGN & RETURN** the above items with your sealed proposal. Failure to return any of the above items completed and signed with the original sealed proposal may qualify your proposal as non-responsive.

Signature

Date

INSTRUCTIONS & INFORMATION FOR PROPOSERS

1. **PREPARATION AND SUBMISSION OF PROPOSAL FORM:** RIALTO UNIFIED SCHOOL DISTRICT invites proposals on the forms enclosed to be submitted no later than, **9:00 a.m. on Monday, May 24, 2021**. All blanks on the proposal form must be appropriately completed. Each proposal must be submitted in a separate sealed envelope bearing on the outside **RFP #RIANS-2021-2022-002 Dairy and Other Related Products**. It is the sole responsibility of the Proposer to ensure that the proposal is received by. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Proposer unopened.

2. **PROPOSAL OPENING:** All proposals shall be publicly opened at **9:00 am Monday, May 24, 2021** at:

Rialto Unified School District
Child Nutrition
151 S. Cactus Ave
Rialto, CA 92376

3. **SIGNATURES:** Proposals must be signed with the firm name and by an authorized officer, agent, or employee. Obligations assumed by such signature must be fulfilled.

Listed below are the officers eligible to sign proposal pages requiring an officer's signature:

- | | |
|-----------------------------|----------------------------------|
| 1. Chairperson | 6. Assistant Corporate Secretary |
| 2. President or CEO | 7. Treasurer or CFO |
| 3. Vice-President | 8. Assistant Treasurer |
| 4. Assistant Vice-President | 9. General Counsel |
| 5. Corporate Secretary | 10. Assistant General Counsel |

RUSD will not accept a Proposal if a document requiring an officer's signature is not signed by one of the above individuals.

4. **MODIFICATIONS AND CORRECTIONS:** Changes in or additions to the Price Pricing Spreadsheet, alternate proposals, or any other modifications of the proposal form which is not specifically called for in the proposal documents may result in rejection of proposal as not being responsive to the invitation to proposal. Oral or telephone proposals or modifications will not be considered. The proposal submitted must not contain any erasures, inter-lineation, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the proposal. Proposals should be verified before submission and cannot be withdrawn after their opening.

5. **WITHDRAWAL OF PROPOSAL:** Any Proposer may withdraw his proposal personally or by written request at any time prior to the scheduled closing time for the receipt of proposals.

6. **INTERPRETATION OF PROPOSAL DOCUMENTS:** If any Proposer finds discrepancies in, or omissions from the proposal documents, they may submit to the Lead Nutrition Service Agent of the RIALTO UNIFIED SCHOOL DISTRICT a written request for clarification and the response thereto will be mailed to all proposers. Corrections will be made by addenda issued to each company that has been sent or picked up a proposal packet. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the proposal.

7. **AGREEMENT PERIOD:** It is anticipated that the Agreement to be awarded under this proposal shall be effective **July 1, 2021**, through **June 30, 2022**. Prices must remain firm until **June 30, 2022**.

8. **COMMENCEMENT OF DELIVERIES:** After receiving written notification of award, each successful Proposer shall be required to commence with the delivery of all items, which have been awarded immediately after receipt of a participating district purchase order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this proposal.
9. **SAMPLES:** The Nutrition Services Department of Rialto Unified School District has the right to request samples of items bid prior to the award, if the bidder is bidding items/brands other than those specified or where no brand is indicated in the bid document, the following shall apply:

a. **Samples must be submitted to:**

RIALTO UNIFIED SCHOOL DISTRICT
Nutrition Services Dept.
Warehouse
151 S. Cactus Ave
Rialto, CA 92376

Between the May 18-21, 2021 and between the hours of 8:00 a.m. and 2:00 p.m. no later 12:00 pm after which no samples will be accepted.

- b. Samples must be submitted free of charge. Samples must be clearly marked as to which bidder they belongs to. Submit only one sample unit, not a case.
- c. Required samples are indicated in the spreadsheet with (*)
- d. All packages containing samples must be clearly labeled and each sample clearly identified as to the bid and item numbers under which it is to be considered. (ex: "SAMPLES- **DAIRY AND OTHER RELATED PRODUCTS #RIANS-2021-2022-002**")
- e. Samples that do not comply with these instructions shall not be considered for award.
- f. All samples become the property of the district unless otherwise agreed to between the district and the bidder
10. **BRANDS, SIMILAR PRODUCTS, "Or Equal":** Whenever RUSD refers to a product by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied, as applicable. The specified product shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.
11. **EVIDENCE OF RESPONSIBILITY:** Upon request of the group, a Proposer whose proposal is under consideration for award shall promptly submit satisfactory evidence showing his financial resources. The group requires the name of three (3) references for whom similar supplies or equipment were provided during the previous year.
12. **PROPOSAL DOCUMENT:** The complete proposal includes the following documents: Notice Inviting Proposals, Instructions to Proposers, General Conditions, Non-Collusion Declaration, Proposal Form, hard copy of Price Pricing Spreadsheet, Electronic Media (USB drive) of Price Pricing Spreadsheet, Proposer Criteria Form, Disclosure of Lobbying Form, Certification Regarding Lobbying Form, Suspension and Debarment Certification Form, Current Health Department Inspection Report, Certification for "Buy American" Provision and Vendor Questionnaire. Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The Proposer should fully acquaint themselves with the conditions and terms affecting the performance of the Agreement if awarded. The Proposer's submission of a proposal shall be taken as prima facie evidence of compliance with this section. Proposals should be verified before submission, as they cannot be withdrawn after their opening.

- 13. TAXES:** Purchaser will pay for state and local taxes. Do not include taxes on the proposal form.
- 14. DELIVERY:** All prices shall be quoted FOB destination. Destination shall be the individual school sites placing the order. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight or the packing of the said articles is to be borne by the Proposer. Deliveries will be made by appointment only when requested. DELIVERIES REQUESTED BY APPOINTMENT ONLY AND NOT DELIVERED BY APPOINTMENT WILL BE SUBJECT TO REJECTION. The above listed information is to be reproduced on the vendor's Bill of Lading. Vendor will be responsible for all assessorial charges associated with the shipping of goods ordered due to failure to follow above listed shipping instructions.
- 15. QUANTITIES:** Quantities shown are estimated usage of the District for the proposal period. The District reserve the right to purchase more or less of the units specified. The district will order in quantities best suited to their needs and storage facilities. Prices proposal shall be firm and shall not increase or include shipping or any additional handling fees for districts ordering in small quantities. (These quantities are not guaranteed by the District but are included for information.)
- 16. INSPECTION OF FACILITIES – EVALUATION:** The District reserves the right to inspect the facilities of the Proposer prior to award of the contract. The District may request to review the Proposer's current Hazard Analysis Critical Control Points (HACCP) food safety system for their facility in order to insure optimum storage and distribution practices. If the District determines that after such inspection that the Proposer is not capable of performance within the District's standards, their proposal will not be considered. The findings and decisions of the District shall be final.
- 17. FOOD DEFENSE:** Proposer's distribution facility must be registered with the Food and Drug Administration and meet the requirements of the Food Safety Modernization Act (FSMA). For further information visit the FDA's official site at <https://www.fda.gov/food/guidanceregulation/foodfacilityregistration/default.htm>. Failure to register prior to the close of the proposal may result in the Proposer's disqualification for contract award.
- 18. SAFETY AND SANITATION:** Nutrition Services staff will only receive product that meets all food safety and sanitation requirements, therefore Nutrition Services staff may at any time:
- Inspect delivery trucks for any signs of contamination.
 - Check all expiration and best if used by dates.
 - Use thermometers to check temperatures.
 - Accept product only at acceptable temperatures.
 - Reject unacceptable items.
- 19. PRODUCT RECALLS:** If a product recall is instituted on an item that has been furnished and delivered to District, Vendor must immediately notify the Nutrition Services Department with all pertinent information regarding the recall.
- 20. CREDIT MEMOS:** The Contractor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the District's Nutrition Services Accounting Department.
- 21. TERMINATION OF AGREEMENT WITHOUT CAUSE DISTRICT:** RUSD may terminate this Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no

effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the DISTRICT.

22. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION

THEREOF: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

23. MULTI-YEAR EXTENSIONS: Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal school years. The extension may be granted on a year by year basis provided that the following conditions are being met:

- A. The District has deemed the products and services of the vendor satisfactory.
- B. The Vendor shall submit a list of the price increases for the next fiscal year (July 1 to June 30) by the last business day in April.
- C. The percentage of price increase for products are at or below the consumer price increase. The CPI index that is used is from the following web page; <https://www.bls.gov/data>.
 - Area: S49C SAN BERANRDINO-San Bernardino-Ontario, CA
 - Item: Food away from home
 - Adjustment: Not Seasonally Adjusted
 - Series ID: CURRS49CSEFV
- D. The Vendor may use the preceding twelve (12 Months) April to March, depending on the most recent months listed on the website two weeks prior to submittal of price increases. Vendor may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the District.
- E. Documentation of Insurance Coverage, (General Conditions, Item #9) shall be resubmitted with each request for contract extension.

24. PROPOSAL FORM DIRECTIONS:

- A. Proposer is to use the Price Pricing Spreadsheet template provided on the electronic media accompanying the proposal documents.
- B. Proposer is to enter the brand/trade name and SKU (stock keeping unit) number in appropriate columns of electronic Proposal Form when one or more items are co-specified by District. Stating "as specified" will not satisfy this requirement (in executing a purchase order, the District will require the exact brand name and SKU number for ordering).
- C. Proposer is to enter base pricing in the appropriate column of the spreadsheet.
- D. Discounted pricing based on volume purchasing or quantity discounts is to be entered into separate appropriate columns on the spreadsheet.
- E. If distributor's SKU is different or unique as compared to manufacturer's SKU, distributor's SKU must be entered in appropriate column.
- F. A printed copy of the spreadsheet must accompany the completed electronic spreadsheet as part of the formal proposal. In the case of discrepancies, the paper copy of the proposal will be deemed the true proposal document and the basis of the award.

- G. Proposer is to complete requested information on pricing spreadsheet cover and final spreadsheet page.
- H. Proposer is to submit all pricing spreadsheet pages, even those without responses.
- I. Whenever the specification notes "only," this requirement is made in order for the District to match existing supplies and equipment or because no other equal is known to exist. Proposer may submit "equal" products in accordance with the sample provision of Paragraph 10 of the "Instructions to Proposer."
- J. **The District reserves the right to purchase additional units, at various quantities, under the terms and conditions provided in this proposal.** Proposers are to submit the unit price for each item proposal, reflecting any quantity breaks in a separate column of the spreadsheet. Proposers are to enter this information in the column provided. A single unit price submitted on the proposal response form shall be interpreted to be the price for any quantity amount ordered.
- K. **The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.**
- L. The District reserves the right to reject proposals with multiple items per line item. Proposers submitting proposals with more than one item per line item may be rejected on grounds of non-responsiveness or non-responsibility.

25. PROPOSAL PROTESTS PROCEDURES: Any Proposer may file a bid protest. The protest shall be filed in writing with the Lead Nutrition Services Agent not more than five (5) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting Proposer consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

- A. **Resolution of Bid Controversy:** Once the bid protest is received, the apparent lowest responsible Proposer will be notified of the protest and the evidence presented. If appropriate, the apparent low Proposer will be given an opportunity to rebut the evidence and present evidence that the apparent low Proposer should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.
- B. **Appeal:** If the protesting Proposer or the apparent low Proposer is not satisfied with the decision, the matter may be appealed to the Associate Superintendent of Business Services or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Rialto Unified School District
Attn: Mr. Mohammad Islam
Associate Superintendent of Business Services
182 East Walnut Avenue,
Rialto, CA 92376

C. **Appeal Review:** The Associate Superintendent of Business Services or their designee shall review the decision on the bid protest from the Lead Nutrition Service Agent and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Lead Nutrition Service Agent or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

26. COURIER DELIVERIES: It is each Proposer's sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened. **The Rialto Unified School District is not responsible for proposals sent via USPS, UPS, and/or FedEx, and/or by any other delivery service. All proposals are due in the Nutrition Services Department by the posted or advertised closing date and time. It is the Proposers' responsibility to ensure that their proposal is delivered to the Nutrition Services Department located at 151 S. Cactus Ave., Rialto, California 92376.**

27. BUY AMERICAN PROVISION: Federal regulations require that to the maximum extent possible, only domestic products are to be purchased consistent with the "Buy American" provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act. Manufactured end products must be manufactured in the United States AND the cost of domestic components must exceed 50 percent of the cost of all the components.

Upon offer to award, Vendor will be required to provide certification of the food products. The Vendor will use the following language when certifying food products as U.S. produced and processed products;

"I certify that the following item(s) ___ are produced and processed in the U.S. and contains over 51% of its agricultural food components, by weight or volume, from the U.S."

The "Buy American" provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act allows for an exception when the recipient agency "RUSD" determines that the following instances apply to non-domestic produced products.

- a. Recipients have unusual or ethnic food preferences which can only be met through purchases of products not produced in the U.S.;
- b. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality;
- c. The cost of U.S. produced food products is significantly higher than foreign products.

The District reserves the right to purchase non-domestic grown or manufactured food products if the cost of the U.S. produced item, that contains (51%) or more domestically grown commodities is significantly higher. For this RFP the Rialto USD has determined that any item cost that is **ten-percent (10%)** or more in price than the non-domestic product is considered significantly higher.

The District reserves the right to purchase non-domestic grown or manufactured food products if the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.

Certification forms for Buy America products and Buy America Waiver Exception List are included in this document on pages 43 and 44.

28. NUTRITIONAL INFORMATION: In order to accommodate the computerized menu system utilized by the Nutrition Services Department, the successful bidder may be required to provide a complete nutrient analysis of some products, as requested by the District. The nutrient information may be obtained from an independent laboratory report.

The following information will be required from the manufacturer: weight (gm), water content (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fats (gm), cholesterol (mg), dietary fiber (gm), vitamin A(IU), vitamin C (mg), calcium (mg), and iron (mg).

All processed foods should contain no added artificial Trans fats.

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Contractor shall notify Nutrition Services whenever there is a product/ ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Nutrition Services Department.

29. BOVINE GROWTH HORMONE (BGH): Successful bidder is to certify in writing that Bovine Growth Hormone is or is not administered to herds that supply milk to dairy.

FEDERAL NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

End of Instructions and Information for Proposes

GENERAL CONDITIONS

1. **AWARD OF AGREEMENT:** The District reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals or the bidding, and to make its selection of items awarded based upon its specifications, or which are most economical and/or best suited for the purpose of acceptance for sixty (60) calendar days after the proposal opening date. The District reserves the right to award to one or more Proposers.

The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.

It is the intention of the RUSD to select the items to be purchased on an item-by-item basis wherever practical. However, the District reserves the right to combine items of like design and/or type to maintain uniformity.

The District further reserves the right to not necessarily purchase all items and/or quantities listed in the proposal documents. The quantities listed are estimates of the needs of the District and may be adjusted to meet the actual needs, when determined.

2. **PLACEMENT OF ORDERS & LEAD TIME:** Orders shall be issued directly to the vendor, commencing from proposal award (July 1, 2021 through June 30, 2022). Ordering and lead time procedures will be mutually agreed upon between vendor and district, but not to exceed 14 calendar days.
3. **SUBSTITUTIONS:** Substitutions for awarded items must be pre-approved by the receiving district and delivered at or below awarded price.

The attached lists of proposal items have been vetted through our menu item review process and have been determined acceptable in regards to nutrient content including saturated fat, sodium, and trans fat. Any substituted proposal items must include nutrient content documentation (Product Formulation Statement) that also contains specific information that includes saturated fat, sodium, and trans fat.

4. **ORDER LIABILITY:** Any liability created by an order issued against this agreement shall be the sole responsibility of the participating school district placing the order.
5. **DISCOUNTS:** The vendor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.
6. **INVOICES:** Invoices shall be submitted in triplicate and shall contain the following information: purchase order number, item number, item description, quantity, unit price, extended totals, and applicable discounts for items delivered. Failure to enter the above information on the invoice may cause delay in payment
7. **GOVERNING LAW AND VENUE:** In the event of litigation, the bid documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in SAN BERANRDINO County.
8. **ATTORNEYS' FEES:** If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.

9. **INSURANCE:** Proposer shall provide and maintain at its own expense during the term of the resulting contract, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the District on or before the effective date of the Contract. Such evidence shall specifically identify the contract and shall contain express conditions that the District is to be given at least thirty (30) days written notice in advance of any modification or cancellation of any policy of insurance.
- A. **Liability:** Such insurance shall be primary to and not contributing with any other insurance maintained by the District and shall include but not be limited to:
 - 1. **Comprehensive General Liability Insurance:** Endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate.
 - 2. **Comprehensive Automobile Liability:** Endorsed for all owned and non-owned vehicles with a combined single limit of \$1,000,000.00 per occurrence.
 - B. **Worker's Compensation:** A program of Worker's Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services on behalf of vendor and all risks to such persons under this contract.
 - C. **Product Liability:** Vendor must maintain liability insurance including extended coverage for product liability in an amount not less than one million dollars (\$1,000,000.00) combined single limit and provide each participating district with a certificate evidencing insured and specifying that coverage shall not be canceled or modified without 30 days prior notice.
10. **CAL-OSHA:** The Vendor certifies by delivery, that all items furnished under this Agreement meet or exceed applicable CAL-OSHA Codes.
11. **DEFAULT:** The District may by written notice of default to the Vendor, terminate the whole or any part of their order under this Agreement if:
- A. The Vendor fails to make delivery within the time specified herein.
- OR**
- B. The products received are of inferior quality and not the same as specified or shown at the sampling. These items shall be returned at the seller's cost. Seller shall arrange for pick up after written notification by the District. Seller shall be responsible for cost of replacement if purchaser deems it necessary to procure suitable substitute items from supplier other than original seller. Purchaser may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.
- OR**
- C. If the successful Proposer fails or neglects to furnish or deliver any equipment, products, materials, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this proposal document in its entirety, the District reserves the right to purchase the items herein specified from another vendor, after providing the vendor with a three (3) calendar day - (72 hours), or mutually agreed upon cure period. All additional costs or expenses incurred by reason of the failure of the successful Proposer, as above stated, shall be paid by such Proposer and his sureties, if any. The price paid by the District shall be considered the prevailing market price at the time such purchase is made. In the event that any of the participating school districts terminate their orders in whole or in part, they may procure supplies or services similar to those so terminated from other sources, and the Vendor shall be liable to the participating school districts for any additional costs for such similar supplies or services.

The Vendor shall not be liable for any excess cost if the failure to perform under this Agreement arises out of causes beyond their control.

Such causes may include, but are not restricted to: acts of God or the public enemy, acts of the Government, acts of any of the patriating school districts or anyone employed by them, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases are excluded from this sections. The Vendor shall be required to deliver all supplies or services under this Agreement, which are not terminated.

12. DETERMINATION OF APPLICABILITY OF EMPLOYEE FINGERPRINT REQUIREMENTS OF CONTRACTORS AND INDEPENDENT CONTRACT CONSULTANTS: VENDOR shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have any contact with the DISTRICT's pupils if VENDOR provides any of the following services: school and classroom janitorial; school site administrative; school site grounds and landscape maintenance; pupil transportation; school site food-related; tutoring, mentoring services.

If at any time during the term of this Agreement VENDOR is either notified by the Department of Justice or otherwise becomes aware that any employee of VENDOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, VENDOR agrees immediately to notify the DISTRICT and remove said employee from performing services on this Agreement.

VENDOR shall certify in writing to the DISTRICT that neither the VENDOR nor any of its employees who are required by this section to submit or have their fingerprints submitted to the Department of Justice and who might come in contact with pupils have been convicted of a felony as defined in Education Code section 45122.1.

In all cases, the site, program, project administrator SHALL take appropriate steps to protect the safety of any pupils that may come in contact with these individuals.

By accepting the award of this bid, the successful supplier agrees to the terms outlined herein and will take such action as is necessary to insure the supplier employee(s) have no direct contact with students at the delivery sites. Failure to comply with this requirement will be satisfactory cause for cancellation of the contract.

By accepting the award of this bid, the successful supplier agrees to the terms outlined herein and will take such action as is necessary to insure the supplier employee(s) have no direct contact with students at the delivery sites. Failure to comply with this requirement will be satisfactory cause for cancellation of the contract.

13. EXCUSE FOR NONPERFORMANCE – FORCE MAJEURE CLAUSE: The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the party not performing.

14. PERFORMANCE BOND: On May 5, 2016, the U.S. Department of Agriculture (USDA) issued Policy Memorandum SP 35-2016: This memo clarifies that the bonding requirements in 2 CFR, Section 200.325 apply only to subcontracts of construction or facility improvement contracts exceeding the Simplified Acquisition Threshold. (Individual Districts may have stricter bonding requirement than required by the

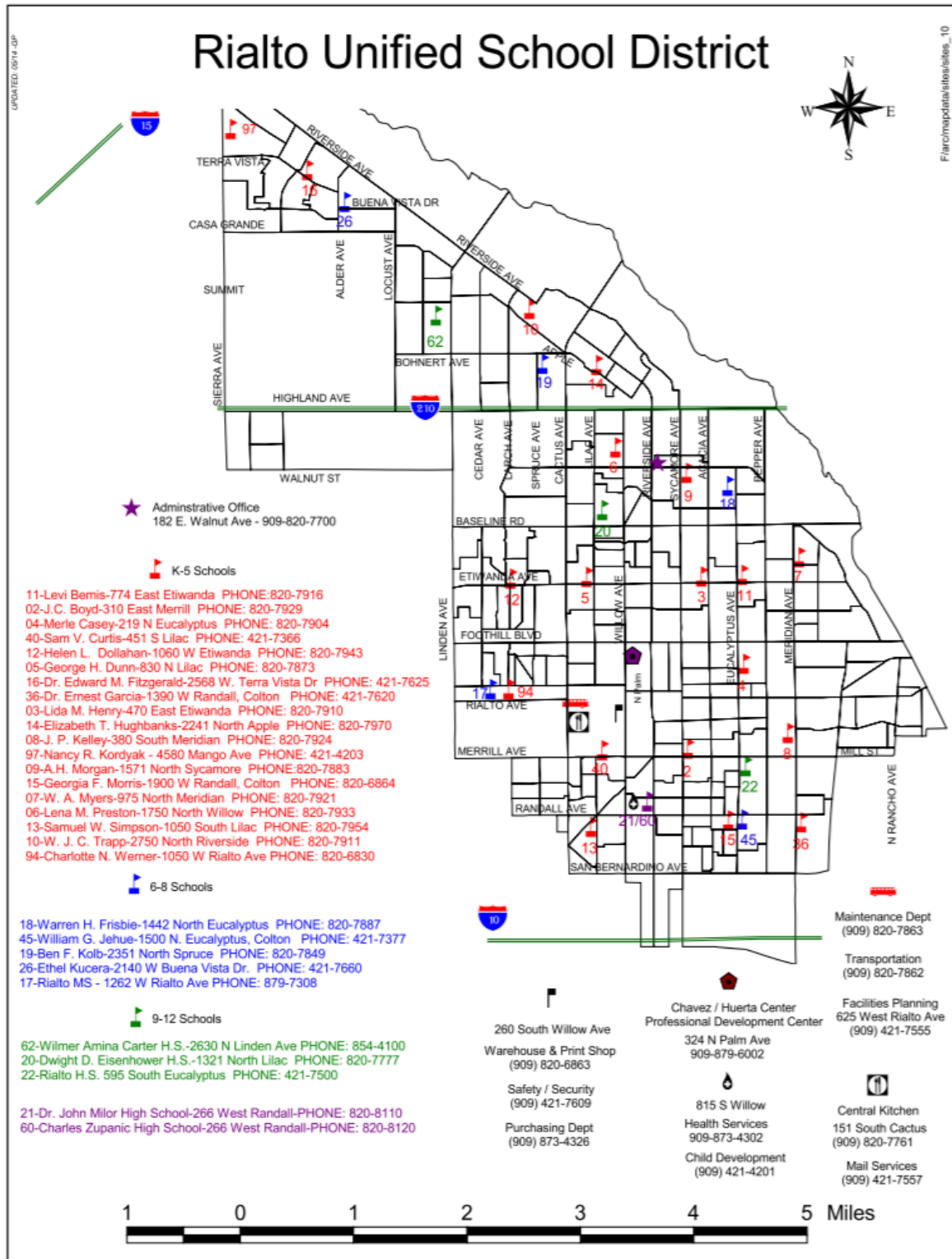
USDA, if so a Performance Bond may be required by the district for the bid). **A Performance bond is not required for this RFP.**

- 15. PREVAILING LAW:** In the event of any conflict or ambiguity between a) the Instructions to Bidders, General Conditions, Specifications, Agreement, or any other document forming a part of this invitation for bids, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law.
- 16. ENERGY POLICY AND CONSERVATION ACT:** Vendor will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.
- 17. INDEPENDENT CONTRACTORS:** While providing the items included herein, the Vendor is an independent contractor and not officer, employee, or agent of any participating school district.
- 18. NON-DISCRIMINATION ENDORSEMENT:** Vendor agrees to comply with all applicable Federal and California state anti-discrimination laws and regulations and agrees not to unlawfully discriminate against any prospective or active employee engaged in the work on basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by the law, including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Vendor agrees to require like compliance by all subcontractors employed or any other category protected by the law. Vendor is required to sign the Equal Opportunity Act endorsement included with this agreement.
- 19. ASSIGNMENT OF THE AGREEMENT:** No agreement awarded under this proposal shall be assigned without the prior written approval of the participating districts.
- 20. LIABILITY/COPYRIGHT:** The Bidder shall hold any participating school district, its officers, agents, servants, and employees harmless from liability or any nature of kind whatsoever on account of use by the publisher or author, manufacturer, or agent, or any copyrighted composition, secret process, patented or unpatented invention, or appliance furnished or used under this bid.
- 21. DELIVERY FREQUENCY:** All prices shall be quoted FOB destination. Destination shall be the individual school sites placing the order. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight, or the packing of the said articles is to be borne by the Proposer.

The following pages list the delivery locations required and delivery locations, time schedules, and frequency are subject to change based on district needs.

School Site	Address	Time
Bemis Elementary	774 E. Etiwanda Ave., Rialto	6:45-10:00 am or 1:30-3:30 pm
Boyd Elementary	310 E. Merrill, Rialto	6:45-10:00 am or 1:30-3:30 pm
Casey Elementary	219 Eucalyptus, Rialto	6:15-10:00 am or 1:30-3:30 pm

Curtis Elementary	451 S. Lilac, Rialto	6:15-10:00 am or 1:30-3:30 pm
Dollahan Elementary	1060 W. Etiwanda, Rialto	6:45-10:00 am or 1:30-3:30 pm
Dunn Elementary	830 N. Lilac, Rialto	6:45-10:00 am or 1:30-3:30 pm
Fitzgerald Elementary	2568 W Terra Vista, Rialto	6:45-10:00 am or 1:30-3:30 pm
Garcia Elementary	1390 W. Randall, Colton	6:15-10:00 am or 1:30-3:30 pm
Henry Elementary	470 E. Etiwanda, Rialto	6:15-10:00 am or 1:30-3:30 pm
Hughbanks Elementary	2241 W. Apple, Rialto	6:45-10:00 am or 1:30-3:30 pm
Kelley Elementary	380 S. Meridian, Rialto	6:15-10:00 am or 1:30-3:30 pm
Kordyak Elementary	4580 Mango, Fontana	6:45-10:00 am or 1:30-3:30 pm
Morgan Elementary	1571 N. Sycamore, Rialto	6:30-10:00 am or 1:30-3:30 pm
Morris Elementary	1900 W. Randal, Colton	6:45-10:00 am or 1:30-3:30 pm
Myers Elementary	975 N. Meridian, Rialto	6:45-10:00 am or 1:30-3:30 pm
Preston Elementary	1750 N. Willow, rialto	6:15-10:00 am or 1:30-3:30 pm
Simpson Elementary	1050 S. Lilac, Rialto	6:15-10:00 am or 1:30-3:30 pm
Trapp Elementary	2750 Riverside, Rialto	6:15-10:00 am or 1:30-3:30 pm
Werner Elementary	1050 W. Rialto, Rialto	6:15-10:00 am or 1:30-3:30 pm
Frisbie Middle School	1442 N Eucalyptus, Rialto	6:30-9:30 am
Jehue Middle School	1500 N. Eucalyptus, Colton	6:30-9:30 am
Kolb Middle School	2351 N. Spruce, Rialto	6:30-9:30 am
Kucera Middle School	2140 W. Buena Vista Dr. Rialto	6:30-9:30 am
Rialto Middle School	1262 W. Rialto Ave., Rialto	6:30-9:30 am
Carter High School	2630 N. Linden Ave., Rialto	6:30-9:30 am
Eisenhower High School	1321 N. Lilac Ave., Rialto	6:30-9:30 am
Rialto High School	595 S. Eucalyptus	6:30-9:30 am
Milor High School	266 W. Randall Ave, Rialto	6:30-8:30 am
Central Kitchen	151 S. Cactus Ave., Rialto	6:00 am -10:00 am
Warehouse	151 S. Cactus Ave., Rialto	6:00 am -10:00 am



22. QUANTITIES: Quantities shown are estimated usages of the districts for the proposal period. The districts reserve the right to purchase more or less of the units specified. Each district will order in quantities best suited to their needs and storage facilities. Prices shall be firm for all districts and shall not increase or include shipping or any additional handling fees for districts ordering in small quantities. (These quantities are not guaranteed by the group but are included for information).

23. QUANTITIES: PRICE ADJUSTMENTS: Prices for Class 1, 2, and 3 products and orange juice may be adjusted during the contract period. Adjustments, either upward or downward, will coincide with the release of the State of California, Department of Food and Agriculture, Announcement of Minimum Prices for Market Milk. All notifications of price adjustments must be made in writing by the Contractor and received by the Lead Nutrition Service Agent at least five (5) working days prior to the effective date of the adjustment.

General reference: Agricultural Marketing Service (AMS) Market News web site address, at <https://www.ams.usda.gov/MARKETINGNEWS.HTM>.

Class 1 Fluid Milk Products:

Prices for Class 1 fluid milk products will be adjusted based on the Announcement of Minimum Prices for Class 1 Market Milk released by the Dairy Marketing Branch of the State of California, Department of Food and Agriculture, at <http://www.cdffa.ca.gov/dairy>.

Class 2 and 3 Dairy Products:

Prices for Class 2 and 3 dairy products may be adjusted based on the Announcement of Minimum Prices for Market Milk, as referenced above, based on changes in the class 4a market.

Orange Juice:

The District will adjust the price of orange juice according to the prices shown as Future Prices, listed as Orange Juice (CTN), as published in the Wall Street Journal. Formula for calculation will reference 1.029 lbs. of solids per single strength juice at 11.8 degree Brix. The base price shall be the price as of the closing date of this bid.

24. PROPOSERS DISCLOSURE INFORMATION: All disclosure, certification and non-collusion forms or affidavits contained in this proposal must be completed and submitted prior to the final award.

25. PROPOSER CRITERIA FORM: The Proposer Criteria Form must be completed and submitted with the proposal.

26. CERTIFICATIONS:

- A. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.
- B. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:
 1. Section 306 of Clean Air Act (42 U.S.C. 1847[h]): <http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>
 2. Section 508 of the Clean Water Act (33 U.S.C. 1368): <http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>
 3. Executive Order 11738: <http://www.epa.gov/isdc/eo11738.htm>
 4. Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl

Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPA's List of Violating Facilities

- C. **Debarment Certification:** The USDA Certification Regarding Debarment must accompany this proposal and each subsequent additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- D. **Lobbying:** The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 *CFR* Part 3018) must accompany this proposal and each additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- E. **Energy Policy and Conservation Act:** <http://legcounsel.house.gov/Comps/EPCA.pdf>. The VENDOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.
- F. **Contract Work Hours and Safety Standards Act Compliance:** <http://www.dol.gov/compliance/laws/comp-cwhssa.htm>. In performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.
- G. **The Certification Regarding the Iran Contracting Act**
- H. **The Contractors Certification:** Regarding Drug Free Workplace must accompany this Proposal.
- I. **The Contractors Certification:** Regarding Alcoholic Beverages and Tobacco Free Workplace must accompany this proposal.
- J. **The Contractors Certification:** Regarding Worker Compensation must accompany this proposal.
- K. **Clean Air and Water Certification**
- L. **Certification(s) "Buy American" provision**
- M. **Provide Current Copy of Health Inspection Report**

27. RIGHT TO INVENTIONS:

The DISTRICT retains any rights for product specifications that may be developed by the DISTRICT and used by the vendor in execution of this agreement according to 37 *CFR* Part 401, "Rights to inventions Made by the Non-profit Organizations and Small Business Firms Under Government Grants, Contracts, Cooperative Agreements."

End of General Conditions

EVALUATION AND AWARD

TECHNICAL and PRICE EVALUATION for RESPONSIVE PROPOSERS

To be deemed responsive and qualify for evaluation, a proposal must be timely submitted and materially satisfy all mandatory requirements identified in this RFP. Nonresponsive Proposers will not be evaluated. Proposers with a minimum of 20 points in the Technical Criteria move on to the price determination. Contracts are awarded to the responsive & responsible Proposer, with a minimum of 20 points, and the lowest pricing.

Criteria #	Technical Criteria Description	Weighted Value
1	The reputation of the Proposer and Proposer’s good or services a) Reference checks b) Vender Questionnaire	10
2	The quality of the Proposer’s goods or services, as applicable a) Product, pack size meets specifications b) Delivery Specifications (Lead Time)	10
3	The extent that the proposers meet the requirement of a Small Business Minority, Woman, and Disabled Veteran Business Enterprise (M/W/DVBE) criteria. (Certification must be submitted before award of contract.)	10

- 1. GEOGRAPHIC PREFERENCES:** RUSD may not apply geographic preferences in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by RUSD in a Child Nutrition Program. See 2 C.F.R. § 200.319.
- 2. CONFLICT OF INTEREST:** No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. See 2 C.F.R. § 200.318(c)(1). RUSD officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. RUSD maintains a written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- 3. NON-EXCLUSIVITY AND MULTIPLE AWARDS:** Any awards resulting from this RFP is non-exclusive. RUSD reserves the right to make no awards or award one or more line items, in part or in whole, to a single Vendor or to multiple Vendors.
- 4. DISQUALIFICATION:** Proposer may be disqualified before or after RUSD opens proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to the District. Non-Responsive Proposals and deviations/exceptions stipulated in Vendor’s response may also result in disqualification.

5. **SMALL BUSINESS AND MINORITY, WOMAN, AND DISABLED VETERAN BUSINESS ENTERPRISE (MWDVBE):** RUSD in an effort to encourage minority, women and disabled veteran owned businesses enterprises to participate in RUSD and submit proposals based upon their capacity to perform and be successful, this project may be awarded to more than one Proposer if it is in the best interest of the District to do so. MWDVBE must submit documentation of qualification as outlined in Public Contract Code (PCC) Division 2., Part 1., Chapter 2., Responsive Bidders.
- A. Further information can be found at the following PCC web sites.
http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=1.&chapter=2.&article=
 - B. Certification for Small Business and Disabled Veteran Business Enterprise Services is located at the following California website,
<http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>
6. **AWARD OF CONTRACT:** In accordance with applicable laws, rules, and regulations for public procurement, any award(s) will be made to the Responsible Vendor(s) whose Proposal(s) is/are determined to be the Best Value to RUSD.
7. **FORMATION OF CONTRACT:** A signed and submitted Proposal constitutes an offer to Contract with RUSD to provide the goods and/or perform the services specified in this RFP, thus eliminating the need for the formal signing of a separate contract. An RFP does not become a contract unless and until it is accepted by RUSD after approval by the RUSD Board of Trustees. **No Vendor shall obtain any interests or rights in any award until the District issues a Purchase Order in the name of the vendor(s).**

RUSD does not sign Vendor contract forms. In the event that RUSD awards a project to Vendor and Vendor request changes to the District's standard Contract form, the District reserves the right to cancel the award and re-award the project to an alternate Proposer.

End of Evaluation and Award

PROPSER CRITERIA FORM

The Rialto Unified School District requires that the successful bidder meet the following minimum requirements:

- In business for minimum of 5 years.
- Must maintain a warehouse/distribution center within a 100-mile radius of the delivery points of the District.
- Have three current school district references.

Please provide three current school district references:

1. School District: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Number of Deliveries per year: _____

2. School District: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Number of Deliveries per year: _____

3. School District: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Number of Deliveries per year: _____

Name of Preparer

Title

Signature of Preparer

Date

By signing this form, you are verifying that your company meets the requirements stated above.

VENDOR QUESTIONNAIRE – Page 1

Please complete this qualifying criteria questionnaire and submit with your proposal (may attach additional sheets if necessary)

1. How do you plan to work with the District to set up a delivery schedule?

2. How many deliveries per week will you provide?

3. Do you have minimums for deliveries? Please Circle YES or NO

If YES please state your minimum delivery amounts (dollar amount, case quantity, etc.)

4. How many delivery trucks do you have? How many with lift gates?

5. What is your procedure for notifying customers of shortages and /or substitutions?

6. What is your procedure for notifying customers of a product recall?

VENDOR QUESTIONNAIRE – Page 2

7. What procedures do you have in place to fill emergency orders?

8. How many years has your company been in the food service distribution business?

9. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last 18 months? If so, please explain.

10. Has your firm been replaced at the will of any district(s) during the last 18 months for a lack of execution? If so, please explain.

End of Vendor Questionnaire

RIALTO UNIFIED SCHOOL DISTRICT

**CERTIFICATIONS & BID PRICE
PROPOSAL
TO BE SUBMITTED WITH
AGREEMENT**

**RIALTO UNIFIED SCHOOL DISTRICT
Dairy and Other Related Products
PROPOSAL FORM**

**Proposal Number RFP #RIANS-2021-2022-002
Closing Date: 9:00 AM on Monday, May 24, 2021
Closing Site: Rialto Unified School District, Nutrition Services**

To: Lead Nutrition Services Agent-Fausat Rahman-Davies

1. Pursuant to and in compliance with the Notice Inviting Proposals, Information for Proposers, General Conditions, Proposal Form, Addenda, if any, and other documents relating thereto, the undersigned Proposer, having familiarized him/herself with the terms of the proposal and the conditions affecting the performance of the proposal, hereby proposed and agrees to perform, within the time stipulated everything required in this proposal for the amount herein set forth.
2. This proposal shall continue to remain in effect after the initial period indicated for as long as all parties remain in agreement for additional purchases.
3. Proposer shall complete the provided Non-Collusion Declaration and include it with proposal response.

Name of Firm: _____

Address of Firm: _____

(Name)

(Title)

As representative of the Proposer, I hereby certify under penalty of perjury in accordance with the laws of the State of California, that all the information submitted by the Proposer, in connection with Proposal RFP #RIANS-2021-2022-002, and all the representations herein made, are true and correct.

Executed this _____ (weekday), _____ (month)
_____ (day), 2021; at _____ (county).

Signature

Telephone

END OF PROPOSAL FORM

**NON-COLLUSION DECLARATION TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH PROPOSAL**

(Public Contract Code section 7106)

(Amended by Stats. 2011, Ch. 432, Sec. 37. Effective January 1, 2012.)

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal.

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 put in a false or sham proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or to refrain from bidding. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer. All statements contained in the proposal are true. The Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data 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, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

Signature of Officer

Typed Name of Officer

Office

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on:

_____ [date], at _____ [city], _____ [state].

EQUAL OPPORTUNITY EMPLOYMENT

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the _____

_____ (Company)

is an equal opportunity employer as defined in the Equal Opportunity Act.

Date

Signature

Printed Name

CERTIFICATION REGARDING LOBBYING

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 proposal, 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: RIALTO UNIFIED SCHOOL DISTRICT		Agreement Number: 36-67686-0000000-01
Address of School Food Authority: 151 S. Cactus Ave., Rialto, CA 92376		
Printed Name and Title of Submitting Official: Fausat Rahman-Davies, Lead Nutrition Service Agent	Signature: _____	Date: _____
OR		
Name of Food Service Management or Food Service Consulting Company: (Vendor) _____		
Printed Name and Title: _____	Signature: _____	Date: _____
Name of School Food Authority:	Agreement Number:	

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit

April 1998

Approved by OMB 0348-046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	2. Status of Federal Action: <input type="checkbox"/> Proposal/offer/application <input type="checkbox"/> Initial award <input type="checkbox"/> Post-award	3. Report Type: <input type="checkbox"/> Initial filing <input type="checkbox"/> Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
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 Entity (if individual, last name, first name, MI):	10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply): \$ _____ actual planned	12. Type of Payment (check all that apply): a. Retainer b. One-time fee c. Commission d. Contingent fee e. Deferred f. Other; specify: _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> Cash <input type="checkbox"/> In-kind; specify: <input type="checkbox"/> Nature _____ <input type="checkbox"/> Value _____		
14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No		

<p>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.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: (_____) _____</p> <p>Date: _____</p>
<p>Federal Use Only:</p>	<p>Authorized for local reproduction Standard Form - LLL</p>

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee 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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections 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 sub awardee, e.g., the first sub awardee of the prime is 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 "Sub awardee," 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 below agency name, if known. For example, 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) number 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 (e.g., Request for Proposal (RFP) number; Invitation for Proposal (IFB) number; 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.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, 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, D.C. 20503

**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 Food Service Management and Food Service 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 ON NEXT PAGE)

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 Food School Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Company Name

Address

Signature

Date

Printed Name

Title

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL RESPONSES

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) 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.

**IRAN CONTRACTING ACT
 CERTIFICATION OF ELIGIBILITY TO PROPOSAL FOR CONTRACTS OF \$ 1 MILLION OR MORE
 (Public Contract Code sections 2202-2208)**

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a proposal or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the proposal is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to proposal on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

OPTION #2 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to proposal on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

**CONTRACTOR’S CERTIFICATE:
REGARDING DRUG-FREE WORKPLACE**

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

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

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

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

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of sections 8350 et. seq.

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

Date

Contractor

Signature

**CONTRACTOR'S CERTIFICATE:
REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all time.

Date

Contractor

Signature

**CONTRACTOR'S CERTIFICATE:
REGARDING WORKER'S COMPENSATION**

(To be Executed by Vendor and Submitted with Proposal)

Labor Code section 3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Signature of Authorized Representative

Type Name of Above

Title of Authorized Representative

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CLEAN AIR AND WATER CERTIFICATION

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt.

Name of Vendor Company

THE VENDOR AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Authorized Representative

Title

Date

CERTIFICATION FOR “BUY AMERICAN” PROVISION

This Certification is required for all items domestically grown and processed in the United States which exceeds 50% domestic end product. Proposer is to provide certification for all products derived from domestic products to include Fruit, Vegetables, Grains, Legumes and Oil based products. Failure to certify such items may disqualify award of such line item.

I certify that the following item(s) are produced and processed in the U.S. and contains over 51% of its agricultural food components, by weight or volume, from the U.S.

Note: A manufacture certification on company letterhead may be substituted for this form as long as the exact same language listed above is used.

Line Item Number:	Description:

(Copy, complete and sign for additional line items)

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification, the Proposer is acknowledging the Buy American requirements per Instructions and Information Item #27 Page 12 of RFP 2021-2022-002 and will provide the requested documentation when offer of awarded item has been made to vendor.

Company: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

BUY AMERICAN WAIVER EXCEPTION LIST

This documentation is required for all food items that **are not** produced and processed in the U.S. with least 51% of its agricultural food components, by weigh or volume, from the U.S. The Buy America regulations state:

b) *Exceptions*. The purchase requirements described in paragraph (a) of this section shall not apply in instances when the recipient agency determines:

- (1) Recipients have unusual or ethnic food preferences which can only be met through purchases of products not produced in the U.S.;
- (2) the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality;
- (3) the cost of U.S. produced food products is significantly higher than foreign products.

[53 FR 27476, July 21, 1988, as amended at 58 FR 39122, July 22, 1993; 67 FR 65015, Oct. 23, 2002]

Line Item Number:	Description:	Domestic Price	Non-Domestic Price (Foreign product)	Reason For Waiver
Sample	Sample: Ground Cinnamon	NA		Product is not produced in the U.S. in sufficient and reasonable quantities
Sample	Sample: Canned Pineapple	\$59.95	\$29.95	U.S. Canned Pineapple is Significantly higher in cost (more than 10%)

(Copy, complete and sign for additional line items)

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification the Proposer is acknowledging the Buy American requirements per Instructions and Information Item #27 Page 12 of RFP 2021-2022-002 and will provide the requested documentation when offer of awarded item has been made to vendor.

Company: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____