



REQUEST FOR PROPOSALS

RFP No. RIANS-2024-2025-001

DAIRY AND OTHER RELATED PRODUCTS

Submit by: 9:00 AM, April 15, 2024
151 S. Cactus Ave.
Rialto, CA 92376

**RIALTO UNIFIED SCHOOL DISTRICT
CHILD NUTRITION
RFP No. RIANS-2024-2025-001
DAIRY AND OTHER RELATED PRODUCTS**



**Rialto Unified School District
Child Nutrition
151 S. Cactus Ave.
Rialto, CA 92376
(909) 820-7761
(909)873-2360 - fax
<https://kec.rialto.k12.ca.us>**

Issue Date:	March 18, 2024	
Publication Dates:	March 18, 2024	
	March 25, 2024	
Questions Due:	April 1, 2024	
Addendum Publication by:	April 8, 2024	9:00 AM
Proposal Submission Deadline:	April 15, 2024	9:00 AM
Public Bid Opening	April 15, 2024	9:00 AM
Expected Board Approval	May 22, 2024	7:00 PM

**RIALTO UNIFIED SCHOOL DISTRICT
CHILD NUTRITION
REQUEST FOR PROPOSAL # RIANS-2024-2025-001
DAIRY AND OTHER RELATED PRODUCTS**

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**RIALTO UNIFIED SCHOOL DISTRICT
CHILD NUTRITION
151 S. CACTUS AVE. RIALTO, CA 92376**

**NOTICE CALLING FOR PROPOSALS
RFP No. RIANS-2024-2025-001 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-2024-2025-001 DAIRY AND OTHER RELATED PRODUCTS**.

Companies interested in bidding can request a proposal packet by emailing frahman@rialtousd.org or visit our website <https://kec.rialto.k12.ca.us/Page/1935>. Each proposal must conform and be responsive to the required documents.

Proposals must be delivered in sealed envelopes marked “**RFP No. RIANS-2024-2025-001 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, April 15, 2024**, at which time they will be opened and share the pricing. 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 discrepancy or technicality, 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.

The award of contract, if made by the District, will be to the qualified firm whose RFP best complies with all the requirements set forth in the proposal documents and whose proposal, in the opinion of the District while complying with all legal requirements, is in the best interest of the district, taking into consideration all aspects of the contractor’s response, including the total net cost.

Courier Deliveries

The Rialto Unified School District is not responsible for proposals sent via U.S. Mail, UPS, 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. The District will receive and time stamp the proposal packets that were submitted. 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 March 18, 2024 and March 25, 2024
San Bernardino County Sun

NOTICE OF INTENT

It is the intent of the Rialto Unified School District, Child Nutrition, to award a contract as a result of this Request for Proposals (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. **“Proposer/Bidder”** refers to the person/firm that submits Proposal in response to this RFP.
- D. **“Project”** means the Scope of Work for furnishing goods and services as outlined in this RFP.
- E. **“Proposal”** refers to the documents submitted by a Proposer that addresses the scope and requirements of this RFP.
- F. **“RFP”** refers to this Request for Proposals.
- G. **“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.
- H. **“Responsive Proposal”** refers only to those proposals that comply with all material and administrative aspects of this RFP.
- I. **“District, and/or government entity”** refers to Rialto USD Child Nutrition.
- J. **“Vendor”** refers to the person(s)/entity (ies) that submits the Proposal 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, Child Nutrition, is pleased to provide you with document forms enabling you to respond to this year's Dairy and Other Related Products Proposal.

Rialto Unified School District, Child Nutrition, will respond to any questions and requests for information.

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
- Proposer Criteria Form
- Proposal Form
- Non Collusion Declaration – **Notary is not required**
- Equal Opportunity Employment
- Certificate And Disclosure Statements (2)
 - Certificate Regarding Lobbying
 - Suspension And Debarment Certification
- Iran Contracting Act Certification
- Contractor's Certification – Regarding Drug-Free Workplace
- Contractor's Certification – Alcoholic Beverage and Tobacco-Free Workplace
- Contractor's Certification – Workers' Compensation
- Clean Air and Water Certification
- PRU-21 China Prohibition Certification
- Certification for Buy American Provision
- Excel Pricing Spreadsheet
- USB Flash Drive – Includes Excel Pricing Spreadsheet. Proposer is to submit with RFP
- Product Formulation Form

Rialto Unified School District, Child Nutrition, is trying to make the process of bidding and purchasing more efficient. For your convenience, we have provided a digital excel spreadsheet for completion. However, a completed, signed printout of the spreadsheet is required and must be included with a copy of the excel sheet on a flash drive provided by Bidder in your sealed proposal package when returned.

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 earn our business. We hope many of you are successful in your proposal and that we will enjoy a mutually profitable relationship with your company.

Sincerely,

Fausat Rahman-Davies

Fausat Rahman-Davies

Lead Nutrition Services Agent

Rialto Unified School District

RIALTO UNIFIED SCHOOL DISTRICT, CHILD NUTRITION
Document Check-Off Sheet

- Vendor Questionnaire – pg. 30
- Proposer Criteria Form (Provides minimum requirements of proposers/references)-pg. 32
- Proposal Form (Document in which proposer agrees to the terms of the proposal is awarded)-pg. 33
- Non Collusion Declaration with Signature – pg. 34
- Equal Opportunity Employment-pg. 35
- Certification Regarding Lobbying-pgs. 36-37
- Disclosure of Lobbying Activities pgs. 38-41
- Suspension and Debarment – pg. 42
- Iran Contracting Act Certification-pg.44
- Contractor’s Certification – Regarding Drug Free Workplace-pg. 45
- Contractor’s Certification – Alcoholic Beverages and Tobacco Free Workplace-pg. 46
- Contractor’s Certification-Worker Compensation-pg. 47
- Clean Air and Water Certification–pgs. 48-49
- PRU-21 China Prohibition Certification – pg. 50
- Buy American Certification provision check box – to be completed on the Proposal Pricing Spreadsheet for all US Domestic line items-pg. 51
- Fingerprint Clearance Certification–pg. 52
- Copy of Food and Drug Administration Certification meeting FSMA Guidelines
- Product Specifications
- Food Safety and Security Policy/Plan
- Pest Control Policy/Plan
- Electronic Media (Contains usage form in electronic file, which makes it easier to compile recap)
- Printed Proposal Worksheet with Signature
- Copy of Hazard Analysis Critical Control Point Plan (HACCP)

Please COMPLETE, SIGN & RETURN the following 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 nonresponsive.

Signature

Date

INSTRUCTIONS & INFORMATION FOR PROPOSERS

1. PREPARATION AND SUBMISSION OF PROPOSAL:

RIALTO UNIFIED SCHOOL DISTRICT Child Nutrition, invites proposals on the forms enclosed to be submitted no later than, **9:00 AM on Monday, April 15, 2024**. All blanks on the proposal forms must be appropriately completed. Each Proposal must be submitted in a separate sealed envelope bearing on the outside "**RFP No. RIAN-2024-2025-001 DAIRY AND OTHER RELATED PRODUCTS.**" It is the sole responsibility of the Proposer to ensure that the Proposal is received by **9:00 AM on Monday, April 15, 2024**. 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 on Monday, April 15, 2024** at:

**RIALTO UNIFIED SCHOOL DISTRICT
CHILD NUTRITION
CONFERENCE ROOM
151 S. CACTUS AVE.
RIALTO, CA 92376**

3. SIGNATURES:

Proposals must be signed with the vendor 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:**

- President or CEO
- Vice-President
- Assistant Vice-President
- Corporate Secretary
- Assistant Corporate Secretary
- General Counsel
- Assistant General Counsel
- Treasurer or CFO
- Assistant Treasurer
- Chairperson

Rialto USD Child Nutrition 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 Proposal or the Excel 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. No oral or written modifications of any proposal submitted will be considered. Proposals should be verified before submission and cannot be withdrawn after their opening.

5. ERASURES, INCONSISTENT OR ILLEGIBLE BIDS: The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the Proposal. In the event of inconsistency between words and figures in the proposed price, words shall control figures. In the event that the District determines that any Proposal is unintelligible, inconsistent or ambiguous, the District may reject such Proposal as not being responsive to the RFP.

6. **ADDENDA/CLARIFICATIONS:** Rialto Unified School District reserves the right to revise any part of this RFP, or to provide clarification or additional information after the RFP documents are released. Each recipient of record of the packet will be notified by email, which will include a written addendum. Recipients of record are those parties, which obtained a copy of the packet directly from Rialto Unified School District. It shall be the responsibility of the Bidder's to inquire of Rialto Unified School District as to any addenda issued. This may be done via e-mail (Frahman@rialtousd.org cc: mrangel@rialtousd.org) prior to the proposal submittal deadline. All addenda issued shall become part of the RFP.
7. **WITHDRAWAL OF PROPOSAL:** Any Proposer may withdraw its Proposal personally or by written request at any time prior to the scheduled closing time for the receipt of proposals.
8. **INTERPRETATION OF PROPOSAL DOCUMENTS:** If any Proposer finds discrepancies in, or omissions from, the RFP or proposal documents, they may submit to the Lead Nutrition Services Agent of the RIALTO UNIFIED SCHOOL DISTRICT a written request for clarification, and the response thereto will be sent to all Proposers. Corrections will be made by addenda issued to each company that has been sent or picked up a proposal packet. District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the Proposal.
9. **PROPOSAL DOCUMENT:** The complete Proposal shall include 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 Pricing Spreadsheet, Proposer Criteria Form, Disclosure of Lobbying Form, Certification Regarding Lobbying Form, Suspension and Debarment Certification Form, Health Department Inspection Reminder, 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 Contract 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.
10. **CONTRACT PERIOD:** It is anticipated that the Agreement to be awarded under this Proposal shall be effective July 1, 2024 through June 30, 2025. Prices must remain firm until December 31, 2024.
11. **PRICES:** Submit price on each line item separately. All prices must be firm from July 1, 2024 through December 31, 2024. Rialto Unified School District may allow **ONE** price increase after December 31, 2024 with a thirty (30) calendar day written notice. However, price increase may be allowed based on the percentage of price increase for products that are at or below the consumer price increases for "**All Urban Consumers**" Database Series for the statistical area of "**US City Average**" from the category "**Food Away From Home**" as listed on the Bureau of Labor Statistics (BLS) web site. The Vendor may use the preceding six (6) months, March to September. Vendor may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of Rialto Unified School District. Absolutely no fuel surcharges may be levied during the term of the Contract.

- 12. EVIDENCE OF RESPONSIBILITY:** Upon request of the group, a Proposer whose Proposal is under consideration for award shall promptly submit satisfactory evidence showing its financial resources. Rialto Unified School District requires the name of five (5) references for whom similar supplies or equipment were provided during the previous year.
- 13. TAXES:** Rialto Unified School District 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 Rialto USD School Site 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 Vendor. 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. 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 purchase order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this Proposal.
- 16. WARRANTY OF QUALITY:** The Vendor, manufacturer, or his assigned agent shall guarantee the food products against all defects.
- (a) Cases and packaging shall be constructed to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement at no cost to the District.
 - (b) All product delivered shall be delivered in fresh form, with adequate shelf life, no less than two (2) weeks from the expiration date.
 - (c) The District reserves the right to discontinue service of any or all portion of any Contract resulting from this Proposal for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the Vendor in default.
- 17. 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.
- 18. PRODUCT QUALITY CONTROL:** Rialto USD Child Nutrition reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by Rialto USD Nutrition Services to be detrimental to the health and welfare of the students and

school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor in default. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Vendor's plant is located or by the applicable federal standards, whichever is higher. Vendor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Vendor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of San Bernardino or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher. Vendor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. Products received shall not have a shelf life or expiration date less than one month from the date of delivery. Vendor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. In the event of product contamination issue, Vendor shall provide trace back capabilities for all products to the point of origin.

Evidence of such procedures should be submitted with proposal:

- a. **HACCP Plan**
- b. **Food Safety and Security Plan**
- c. **Pest Control Policy**

19. **HEALTH INSPECTION:** The Vendor must include a copy of the most recent Environmental Health Official Inspection Report of all operating facilities with the bid package.
20. **NUTRITIONAL INFORMATION AND LABELING:** In order to accommodate the computerized menu system utilized by Rialto USD Nutrition Services, the successful Vendor shall 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. The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg).
21. **ALL PROCESSED FOODS SHOULD NOT CONTAIN ANY ARTIFICIAL TRANS FAT:** 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. Distributor shall notify the District 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 District's Food Services Department.
22. **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

<http://www.fda.gov/Food/GuidanceRegulation/FSMA/default.htm>. Failure to register prior to close of Proposal may result in the Proposer's disqualification for Contract award.

23. SAFETY AND SANITATION: Food Services staff will only receive product that meets all food safety and sanitation requirements, therefore Food 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.

24. QUANTITIES: Quantities shown are estimated usage of Rialto USD Child Nutrition for the proposal period. The District reserve the right to purchase more or less of the units specified. Rialto USD will order in quantities best suited to their needs and storage facilities. Price proposal shall be firm for the District 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.)

25. SAMPLES: Rialto Unified School District, Child Nutrition has the right to request samples of items prior to the award. If the Proposer is bidding items/brands other than those specified or where no brand is indicated in the proposal document, the following shall apply: **Samples may be requested prior to the award of line items. Bidder will be contacted to request specific line items. All items are to be labeled with the RFP number, line item, and the name and contact information of Bidder providing samples. If this information is not provided, the sample may be rejected and the Bidder disqualified from the award.**

Samples must be submitted to:

**RIALTO UNIFIED SCHOOL DISTRICT
Child Nutrition
151 S. Cactus Ave
Rialto, CA 92376**

Between the hours of 8:00 a.m. and 2:00 p.m., April 10-12, 2024, after which no samples will be accepted.

- A. Samples must be submitted free of charge. Samples must be clearly marked as to which Bidder they belong to.
- B. All packages containing samples must be clearly labeled "**RFP No. RIAN-2024-2025-001 – DAIRY AND RELATED PRODUCTS**" and each sample clearly identified as to the bid and item numbers under which it is to be considered.
- C. Samples that do not comply with these instructions shall not be considered for award.
- D. All samples become the property of the district unless otherwise agreed to between the District and the Bidder.

26. BRANDS, SIMILAR PRODUCTS, "Or Equal": Whenever Rialto USD Child Nutrition 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.

27. **PRODUCT RECALLS:** If a product recall is instituted on an item that has been furnished and delivered to Rialto Unified School District, Vendor must immediately notify Rialto USD Child Nutrition with all pertinent information regarding the recall.
28. **CREDIT MEMOS:** The Vendor's delivery driver shall provide delivery site 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 or emailed with the corresponding invoice to the Rialto USD Child Nutrition accounts payable employee.
29. **TERMINATION OF AGREEMENT WITHOUT CAUSE:** Rialto Unified School District 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, Vendor shall be entitled to no further compensation or payment of any type from the District.
30. **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 Vendor, 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, at its discretion.
31. **MULTI-YEAR EXTENSIONS:** Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 17596, 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. Rialto USD Child Nutrition 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 2025.
- C. The percentage of price increase for products are at or below the consumer price increase for "**All Urban Consumers**" Database Series for the statistical area of "**US City Average**" from the category "**Food Away From Home**" as listed on the Bureau of Labor Statistics (BLS) web site (<http://www.bls.gov/data/>). 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 Rialto USD Child Nutrition.
- D. If prices were increased midyear (see Instructions & Information for Proposers, Item #11) the total increase in contract prices (July to June) shall not exceed item "C" listed above.
- E. Documentation of Insurance Coverage, (General Conditions, Item #12) shall be resubmitted with each request for contract extension.

- F. Additional Items: Additional items may be added to the Extension Proposal, not to exceed ten percent (10%) of the value of the award. The District shall contact the successful Bidder for pricing on additional items to be added to the Proposed Extension award at any time during the bid period.

32. PROPOSAL FORM DIRECTIONS:

- A. Proposer shall download the Excel Pricing Spreadsheet template provided in requesting email or from flash drive accompanying the proposal documents.
- B. Proposer shall enter the brand/trade name and the manufacturer and vendor stock keeping unit (SKU) numbers in appropriate columns of Excel Pricing Spreadsheet. When one or more items are co-specified by District, stating "as specified" will not satisfy this requirement.
- C. If Distributor's SKU is different or unique as compared to manufacturer's SKU, Distributor's SKU must be entered in appropriate column.
- D. Proposer shall submit all Excel Pricing Spreadsheet pages, even those without responses. Discounted pricing based on volume purchasing or quantity discounts is to be noted on the last column of the spreadsheet.
- E. **A printed copy of the Excel Pricing Spreadsheet must accompany the completed USB/flash drive 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.
- F. Proposer shall complete all requested information on Excel Pricing Spreadsheet for each line item bidding on, including the Buy American provisions.
- G. Proposer shall enter base pricing in the appropriate column of the Excel Pricing Spreadsheet.
- H. Discounted pricing based on volume purchasing or quantity discounts is to be noted on the last column of the Excel Pricing Spreadsheet.
- I. If Distributor's SKU is different or unique as compared to manufacturer's SKU, Distributor's SKU must be entered in appropriate column.
- J. Proposer shall complete requested information on the Excel Pricing Spreadsheet cover through final spreadsheet page.
- K. 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 25 of the "Instructions to Proposer."
- L. Each Participating School 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, reflecting any quantity breaks in a separate column of the spreadsheet. Proposers are to enter this information in the last column provided. A single unit price submitted on the proposal response form shall be interpreted to be the price for any quantity amount ordered.

- M. 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.
- N. 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.

33. BID 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 Chief Business Officer (CBO), Lead Business Service Agent 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: Ms. Diane Romo
Lead Business Services Agent
182 East Walnut Avenue
Rialto, CA 92376

- C. **Appeal Review:** The CBO or their designee shall review the decision on the bid protest from the Lead Nutrition Services 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 Services 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.

- 34. 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 District is not responsible for proposals sent via U.S. Mail, UPS, and Federal Express, 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 Rialto Unified School District located at 151 S. Cactus Ave. Rialto, CA 92376**
- 35. 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. Any product processed must contain over 51% of the product's food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Nutrition labels should include the country of origin for both domestic and imported food products. The Co-Op requires that Proposers certify the food product was processed in the U.S. and certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to us. Upon submission of Proposal, Proposer will be required to provide certification of the origin of food products. Please indicate % American content for each food component submitted on the pricing spreadsheet, and list the country of origin in the section provided. In addition, Vendor may be required to provide or fill out an additional certification paper for each awarded domestic line item stating the following: "We require bidders to certify that (insert product name) was processed in the U.S. and contains over (insert % of weight or volume) of its agricultural food component from the U.S.," This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Upon offer to award line item, Proposer will be required to provide certification of the origin of food products. Failure to certify such items may disqualify award of such line item.

End of Instructions and Information for Proposer

GENERAL CONDITIONS

1. **AWARD OF CONTRACT:** 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 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 Rialto USD Child Nutrition 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. **PRICES:** All prices must be firm from **July 1, 2024 through June 30, 2025.**
3. **PLACEMENT OF ORDERS & LEAD TIME:** Orders shall be issued directly to the Vendor by Rialto Unified School District Child Nutrition, or one of the school sites, commencing from the award of contract (July 1, 2024 through June 30, 2025). Ordering and lead time procedures will be mutually agreed upon between Vendor and Rialto USD Child Nutrition, but **not to exceed 14 calendar days.**
4. **SUBSTITUTIONS:** Substitutions for awarded items must be pre-approved in writing by Rialto USD Child Nutrition and delivered at or below awarded price. Items must be of same or better quality and meet reimbursable meal requirements. Additional costs if any will be covered by the Vendor with no costs being passed along to the receiving District. Proper nutritional documentation, (i.e. Product Specifications and Product Formulation Statements) will also be provided before or when substituted item is delivered.

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

5. **ORDER LIABILITY:** Any cost incurred by an order issued against this Contract by Rialto Unified School District shall be the sole responsibility of the Participating School District placing the order.
6. **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 of the Rialto Unified School District for payment, and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.

7. **INVOICES:** Invoices shall be submitted in triplicate to Rialto Unified School District Child Nutrition 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. Payment shall be made on partial deliveries accepted by the Rialto Unified School District. Payment terms are Net 30.
8. **DELIVERY SCHEDULE:** Delivery of all items shall commence immediately and be completed within the given time frames after receipt of a district order. Failure to complete deliveries on time shall be considered sufficient cause for default.
9. **DELIVERY INSTRUCTIONS:** All items ordered under this agreement shall be delivered FOB destination to twenty-nine (29) site locations during specified delivery window. **Keys are not available.**
10. **GOVERNING LAW AND VENUE:** In the event of litigation, the RFP, Proposal 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 Bernardino County.
11. **ATTORNEY'S FEES:** If suit is brought by either party pursuant 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 Vendor shall pay all litigation costs and expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.
12. **INSURANCE:** Without limiting Vendor's indemnification of Rialto USD Child Nutrition, 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 and evidence of such program(s) satisfactory to each participating school district shall be delivered to Rialto Unified School District on or before the effective date of 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 Rialto USD Child Nutrition, and shall name the District as an individual issuer, 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 two million dollars (\$2,000,000.00) per occurrence, five million dollars (\$5,000,000.00) aggregate.

2) **Comprehensive Automobile Liability**

Endorsed for all owned, hired and non-owned vehicles with a combined single limit of two million dollars (\$2,000,000.00) per occurrence.

B) Worker's Compensation

A program of Workers' 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 thirty (30) days prior notice.

13. CAL-OSHA: The Vendor certifies by delivery, that all items furnished under this Contract meet or exceed applicable CAL-OSHA requirements.

14. DEFAULT: Any Participating School District may, by written notice of default to the Vendor, terminate the whole or any part of their order under this Contract 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 Vendor's cost. Vendor shall arrange for pick up after written notification by the District. Vendor shall be responsible for cost of replacement if District deems it necessary to procure suitable substitute items from supplier other than original Vendor. District may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

OR

C. If Vendor 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 Contract in its entirety, the District reserves the right to purchase the items herein specified from another source, after providing the Vendor with a three (3) calendar day – (72 hours), unless a different cure period has been accepted by the District. All additional costs or expenses incurred by reason of the failure of the Vendor, as above stated, shall be paid by Vendor and his sureties, if any. The price paid by the District to other sources shall be considered the prevailing market price at the time such purchase is made. In the event that Rialto USD Child Nutrition terminates 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 District 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 Contract 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, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases as a result of market or economy trends are excluded from these sections. The Vendor shall be required to deliver all supplies or services under this Contract once circumstances and causes beyond their control cease. The Contract is not terminated as a result of occurrence of causes beyond Vendor control.

15. DETERMINATION OF APPLICABILITY OF EMPLOYEE FINGERPRINT REQUIREMENTS OF CONTRACTORS AND INDEPENDENT CONTRACT CONSULTANTS

Background

Pursuant to Education Code Section 45125.1, it is necessary to Rialto USD to determine whether a contractor of independent contract consultant must have its employees fingerprinted and screened for criminal records. Except for emergency or exceptional situations, California Education Code Section 45125.1 requires entities contracting with local educational agencies “ensure that any employee who interacts with pupils, outside of the intermediate supervision and control of the pupil’s parent or guardian or a school employee has a valid criminal records summary as described in Section 44237”

The District has made an initial determination that the timing, location, and frequency of the delivery requirements to meet the terms of this Contract are such that Vendor employees will not have access to pupils outside of the immediate supervision and control of parents, guardians, or District employees.

By accepting the award of this Contract, the Vendor agrees to the terms outlined herein and will take such action as is necessary to ensure the Vendor employee(s) have no unsupervised contact with students at the delivery sites pursuant to Education Code section 45125.1. Failure to comply with this requirement will be satisfactory cause for termination of the Contract.

- 16. INSPECTION AND ACCEPTANCE:** Inspection and acceptance of all items shall be at destination. All substitutions shall have prior approval. Items found to be defective or not in accordance with the bid specifications shall be replaced by the Vendor at no additional cost to the participating district. Failure to replace items not meeting bid specifications and/or defective items shall be considered sufficient cause for default.

All items provided under this bid shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, and processing. Inspection shall be the responsibility of the school district and unacceptable products will be rejected by the district and replaced by the bidder at no cost to the school district. Crushed, damaged, or unacceptable temperature product will be rejected. Failure to replace said items shall be considered sufficient cause for default.

Rialto USD Nutrition Services staff reserves the right to inspect operation facilities without notice.

17. EXCUSE FOR NONPERFORMANCE – FORCE MAJEURE CLAUSE

The Vendor 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.

- 18. 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. *(District may have stricter bonding requirement than required by the USDA, if so, a Performance Bond may be required by the lead district for the Bid)* It is the Bidder's responsibility to confirm and meet individual Participating School Districts performance bond requirements in order to be awarded the Contract.

19. **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 RFP, 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.
20. **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 the law.
21. **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.
22. **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. Vendor is required to sign the Equal Opportunity Act endorsement included with this Contract.
23. **ASSIGNMENT OF THE AGREEMENT:** No Contract awarded under this Proposal shall be assigned without the prior written approval of the Participating School District.
24. **LIABILITY/COPYRIGHT:** The Proposer shall hold Rialto School District, their officers, agents, servants, and employees harmless from liability of any nature or 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 Proposal.
25. **DELIVERY FREQUENCY:** All prices shall be quoted FOB destination. Destination shall be the District placing the order. No additional fees shall be charged for small orders. All **deliveries shall be accompanied by a printed 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.
26. **QUANTITIES:** Quantities shown are estimated usages of Rialto Unified School District for the proposal period. Rialto USD reserve the right to purchase more or less of the units specified. Rialto Unified School District will order in quantities best suited to their needs and storage facilities. Prices

shall be firm for Rialto USD and shall not increase or include shipping or any additional handling fees for Rialto Unified School District ordering in small quantities. These quantities are not guaranteed by Rialto Unified School District but are included for information only. Provided usage is current year usage. Due to impacts of the COVID-19 pandemic, current usage is partial and future usage is unknown. The District reserves the right to re-visit pricing with winning Proposer when usage returns to normal levels. Negotiations will commence and pricing will be adjusted to reflect current usage.

27. “PIGGYBACK” CLAUSE: Rialto USD Child Nutrition will **not allow** Piggyback for the term of the Contract and any mutually agreed extensions pursuant to this proposal.

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

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

30. 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:

- 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>
- 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>
- Executive Order 11738: <http://www.epa.gov/isdc/eo11738.htm>

Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. (http://www.ecfr.gov/cgi-bin/text-id?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

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. Iran Contracting Act**H. The Drug-Free Workplace Certification****I. The Alcoholic Beverages and Tobacco-Free Workplace Certification****J. The Workers' Compensation Certification****K. Clean Air and Water Certification****L. Certification "Buy American" provision****31. 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 Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

- 32. Executive Order N-6-22 – Russia Sanctions:** Executive Order N-6-22 ("the EO") regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Vendor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Contract. Rialto Unified School District shall provide Vendor advance written notice of such termination, allowing Vendor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of Rialto Unified School District.

- 33. Raw/Processed Poultry Prohibition:** SP 11 CACFP 10 SFSP 06-2021: Consolidated Appropriations Act, 2021: Effect on child Nutrition Programs-Prohibits all purchases of raw or processed poultry imported from the Peoples Republic of China (no exceptions). In Section 764, of Division A of the Appropriations Act, Congress provides that funds made available by the Appropriations Act cannot be used to procure raw or processed poultry products imported into the United States from the People’s Republic of China for use in the child nutrition programs. Child nutrition program operators that program funds may not be used to procure raw or processed poultry products from the People’s Republic of China. Vendor shall comply with applicable law.
- 34. SB 490 Guidelines:** In adherence of SB 490 only the purchase of a product grown, packed, or processed domestically is authorized unless any of the following applies:
1. The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
 2. The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non-domestically.
 3. The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the public institution.
 4. An “Agricultural food product” means a fresh or processed product, including fruits, nuts, vegetables, herbs, mushrooms, dairy, shell eggs, honey, grains, livestock meats, poultry meats, and fish, including shellfish. Vendor shall comply with applicable law.
- 35. Nutrient/Allergen Information:** The awarded vendor shall be required to provide a complete and *current* nutrient analysis *and ingredient statement* of *awarded* products as requested by the Member District. The nutrient information may be obtained from an independent laboratory and/or the manufacturer, and must meet food labeling requirements under the Federal Food, Drug, and Cosmetic Act and its amendments. <https://www.fda.gov/food/food-labeling-nutrition>.

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 seventy (70) points in the Technical Criteria move on to the price determination. Contracts are awarded to the most responsive and responsible Proposer with a scale from 1-100 points, and the lowest pricing.

Criteria #	Technical Criteria Description	Weighted Value
1	The reputation of the Proposer and Proposer’s goods or services a) Reference checks b) Vender Questionnaire	25
2	The quality of the Proposer’s goods or services, as applicable a) Product, pack size meets specifications b) Delivery Specifications (Lead Time)	25
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.)	25
4	Price	25

- GEOGRAPHIC PREFERENCES:** Rialto USD 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 Rialto USD in a Child Nutrition Program. *See* 2 C.F.R. § 200.319.
- 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). RIALTO USD officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from Vendors or parties to subcontracts. Rialto USD Child Nutrition maintains written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- NON-EXCLUSIVITY AND MULTIPLE AWARDS:** Any awards resulting from this RFP is non-exclusive. Rialto Unified School District 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 Rialto Unified School District 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):** Rialto Unified School District in an effort to encourage minority, women and disabled veteran owned businesses enterprises to participate in Rialto Unified School District 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=.](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 Rialto Unified School District.
7. **FORMATION OF CONTRACT:** A signed and submitted Proposal constitutes an offer to Contract with Rialto Unified School District 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 Rialto USD after approval by the Rialto USD Board of Trustees. **No Vendor shall obtain any interests or rights in any award until the District issues Purchase Orders in the name of the Vendor(s).**

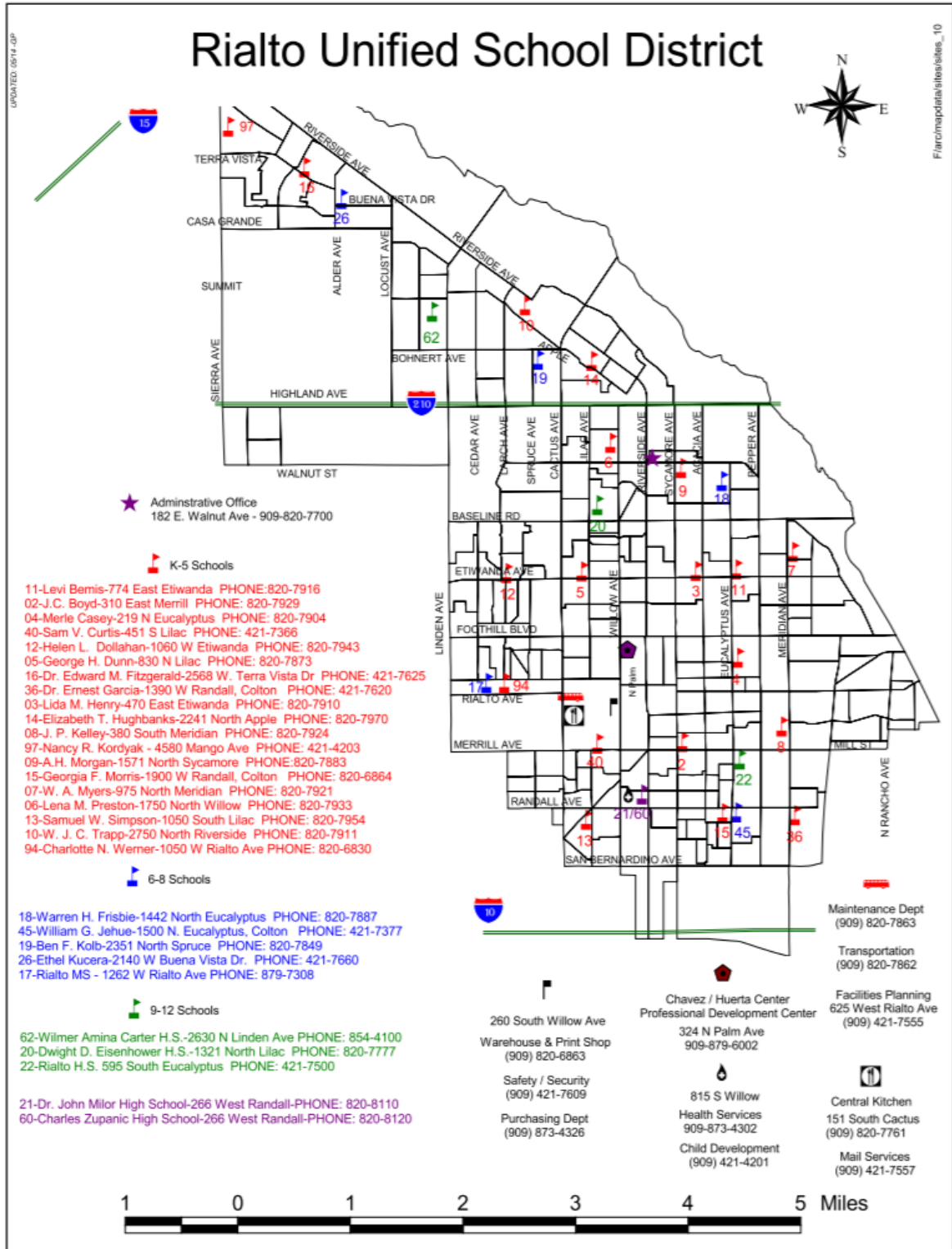
Rialto Unified School District does not sign Vendor contract forms. In the event that Rialto Unified School District awards a Contract to Vendor and Vendor request changes to the District's standard Contract form, the District reserves the right to cancel the award and re-award the Contract to an alternate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

DELIVERY SCHEDULE FOR DAIRY AND OTHER RELATED PRODUCTS

Deliveries will be made to twenty-eight (28) school sites as well as the Central Kitchen and Warehouse facility. Deliveries must be made to the below-listed sites with their corresponding times:

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



VENDOR QUESTIONNAIRE – Page 1

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

- 1. How many delivery vehicles do you have?**
- 2. Can you accommodate our delivery Schedule? If Yes, Can your stores accommodate the time scheduled and site locations?**
- 3. What are your procedures for notifying customers of late deliveries?**
- 4. What is your procedure for notifying customers of shortages and/or substitutions?**
- 5. What is your procedure for notifying customers of a product recall?**
- 6. What procedures do you have in place to fill emergency orders?**
- 7. How many years has your company been in the food service distribution business?**
- 8. 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.**
- 9. Has your firm been replaced at the will of a school district(s) during the last 18 months for lack of execution? If so, please explain.**

End of Vendor Questionnaire

RIALTO UNIFIED SCHOOL DISTRICT

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

PROPOSER CRITERIA FORM

The RIALTO USD requires that the successful Proposer meet the following minimum requirements:

- In business for minimum of 5 years.
- Must maintain a warehouse/distribution center no less than 50,000 sq. ft. within a 100-mile radius of the delivery point of the District.
- Have three current school district references.

Please provide three current school district references:

A. School District: _____
 Address: _____
 Contact Person: _____
 Telephone Number: _____
 Email Address: _____
 Number of Deliveries per year: _____

B. School District: _____
 Address: _____
 Contact Person: _____
 Telephone Number: _____
 Email Address: _____
 Number of Deliveries per year: _____

C. School District: _____
 Address: _____
 Contact Person: _____
 Telephone Number: _____
 Email Address: _____
 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.

**PROPOSAL FORM
RIALTO UNIFIED SCHOOL DISTRICT
CHILD NUTRITION**

Proposal No.: RIAN-2024-2025-001 DAIRY AND OTHER RELATED PRODUCTS
Proposal Closing Date: 9:00 AM, Monday, April 15, 2024
Proposal Closing Site: Rialto Unified School District, Child Nutrition
151 S. Cactus Ave. Rialto, CA 92376

To: Fausat Rahman-Davies, Lead Nutrition Services Agent

- 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 (Street, City, State) _____

(Name)

(Title)

of the Proposer, 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 No. RIAN-2024-2025-001-DAIRY AND OTHER RELATED PRODUCTS, and all the representations herein made, are true and correct.

Executed this _____ day of _____, 2024,

at _____ (County).

Signature () _____
Date _____ **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: _____

CONTRACTOR

By: _____

**California Department of Education
Programs Unit
Child Nutrition and Food Distribution Division**

School Nutrition

April 1998

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 Avenue, Rialto, CA 92376		
Printed Name and Title of Submitting Official: Fausat Rahman-Davies, Lead Agent, Child Nutrition	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
School Nutrition Programs Unit
Child Nutrition and Food Distribution Division
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 public burden disclosure)

<p>1. Type of Federal Action:</p> <p>Contract Grant Cooperative Agreement Loan Loan Guarantee Loan Insurance</p>	<p>2. Status of Federal Action:</p> <p>Proposal/offer/application Initial award Post-award</p>	<p>Report Type: Initial filing Material change</p> <p>FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____</p>
<p>3. Name and Address of Reporting Entity:</p> <p>Prime Subawardee Tier _____, if known Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10. a Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ actual planned</p>	<p>12. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> Retainer <input type="checkbox"/> One-time fee</p>	

<p>13. Form of Payment (check all that apply):</p> <p> <input type="checkbox"/> Cash</p> <p> <input type="checkbox"/> In-kind; specify: _____</p> <p> <input type="checkbox"/> Nature _____</p> <p> <input type="checkbox"/> Value _____</p>	<p> <input type="checkbox"/> Commission</p> <p> <input type="checkbox"/> Contingent fee</p> <p> <input type="checkbox"/> Deferred</p> <p> <input type="checkbox"/> Other; specify: _____</p>
<p>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)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</p>	
<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>_____</p> <p>Print Name: _____</p> <p>_____</p> <p>Title: _____</p> <p>_____</p> <p>Telephone No: _____</p> <p>(_____) _____</p> <p>Date: _____</p> <p>_____</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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards 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 PAGE 33)

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

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Company Name

Address

Printed Name

Title

Signature

Date

****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 Nonprocurement 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.

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 ELIGILITY 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 contact 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

By: _____

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 times.

DATE: _____

CONTRACTOR

By: _____
Signature

**CONTRACTORS' CERTIFICATE REGARDING
WORKERS' 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 workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of 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

**PRU-21 CHINA PROHIBITION CERTIFICATION
CONSOLIDATED APPROPRIATIONS ACT OF 2021(PUBLIC LAW 116-260)**

The Consolidated Appropriations Act of 2021 (Public Law 116-260), Division A, Section 764 (signed into law on December 27, 2020), prohibits all Child Nutrition Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People’s Republic of China.

The prohibition set forth in the Consolidated Appropriations Act of 2021 (Public Law 116-260) Division A, Section 764, does not allow for any exceptions.

_____ (insert Vendor name),
certify that _____ (insert product name),
did not use federal funds to procure raw or processed poultry products that are
imported into the United States from the People’s Republic of China.

I further acknowledge that noncompliance with this federal requirement may result in a finding of disallowable cost(s).

Authorized Representative Signature

Title

Date

BUY AMERICAN CERTIFICATION

By the requirements of the Richard B. Russell National School Lunch Act’s (NSLA) Buy American provision, school food authorities (SFAs) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable.

Section 12(n) of the NSLA defines “domestic commodity or product” as one that is produced and processed in the United States substantially (greater than 51%) using agricultural commodities that are produced in the United States.

There are two situations which may warrant a waiver to permit purchases of foreign food products, including:

- 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

If Vendor offers a non-American product, Vendor must list the product below. Product is subject to review by RUSD Child Nutrition. If RUSD Child Nutrition declines a waiver, product will be awarded to lowest priced item meeting award criteria. RUSD Child Nutrition decision on approval of foreign substitutions will be final.

Product Description	Country of Origin	Domestic Price	Non-American Price	Reason for Waiver

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 #35, Page 17 of RFP#RIANS-2024-2025-001 DAIRY AND OTHER RELATED PRODUCTS and will provide the requested documentation when offer of awarded item has been made to vendor.

Company_____

Print Name:_____ Title:_____

Signature:_____ Date: _____

FINGERPRINT CLEARANCE CERTIFICATION

Bidder hereby certifies to the District’s governing board, under perjury of law, that it has completed the background check requirements of California Education Code Section 45125.1 and that none of its employees that may come in contact with District students have been convicted of a violent felony listed in California Penal Code Section 667.5(c) or a serious felony listed in California Penal Code Section 1192.7(c).

Bidder _____
(Type or Print Complete Legal Name of Company)

By _____
(Signature) **(Date)**

Name _____
(Type or Print)

Title _____