



RIALTO CHILD NUTRITION

REQUEST FOR PROPOSALS Fresh Produce

RFP NO. RIAN-2021-2022-003

Submit by: Monday, May 24, 2021

151 S. Cactus Ave.,

Rialto, CA 92376

(909) 820-7761

(909) 873-2360 Fax

<https://kec.rialto.k12.ca.us>

**RIALTO UNIFIED SCHOOL DISTRICT
CHILD NUTRITION
RFP No. RIAN-2021-2022-003**



**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:	April 26, 2021	
Publication Dates:	April 26, 2021	
	May 3, 2021	
Questions Due:	May 7, 2021	4:00 PM
Addendum Publication by:	May 14, 2021	9:00 AM
Proposal Submission Deadline:	May 24, 2021	9:00 AM
Public Bid Opening	May 24, 2021	9:00 AM
Expected Board Approval	June 23, 2021	7:00 PM

**Rialto Unified School District
Rialto Child Nutrition
151 S. Cactus Ave.
Rialto, CA 92376
(909) 820-7761**

**NOTICE CALLING FOR PROPOSALS
RFP No. RIAN-2021-2022-003 FRESH PRODUCE**

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. RIAN-2021-2022-003 FRESH PRODUCE**.

Companies interested in bidding can request a proposal packet by emailing frahman@rialtousd.org; visit our website <https://kec.rialto.k12.ca.us/Page/1935>; or may pick up a printed packet at 151 S. Cactus Ave., Rialto, CA 92376. Each proposal must conform and be responsive to the required documents.

Proposals must be delivered in sealed envelopes marked “**RFP No. RIAN-2021-2022-003 FRESH PRODUCE**” to the office of:

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

up to, but no later than **9:00 AM on Monday, May 24, 2021**, at which time they will be opened and 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, and Federal Express or by any other delivery service. It is each bidder’s sole responsibility to ensure its proposal is delivered and received by the deadline at the location designated above. 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 April 26, 2021 and May 3, 2021:
San Bernardino County Sun

NOTICE OF INTENT

The District is seeking proposals from qualified companies to procure and deliver Produce Food Products. The RFP will be awarded to one (1) Primary distributor. This RFP defines the program, the products, and the services that are being sought from the Distributor and generally outlines the program requirements. 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. The term “bid/bidders” may be used throughout this RFP to maintain or explain a process, procedure, or document. Be it known that that this is an RFP and NOT a bid. Provided usage is prior year and current year usage. Due to COVID current usage is partial and future usage us unknown. The district reserves the right to re-visit pricing with winning bidder when usage returns to normal levels. Negotiations will commence and pricing will be adjusted to reflect current usage.

SCOPE OF SERVICES:

The selected vendor will over the term of the contract resulting from this RFP to procure and deliver Produce Food Products to sites designated within the District.

DELIVERY DETAILS:

Produce food products are to be delivered to 10 sites (map attached and delivery sites attached) on Monday, Wednesday, and Friday weekly or on an as needed basis. There shall be no minimum delivery required of dollar amount or case quantities. Deliveries must be made in accordance with the attached delivery schedule. Estimated annual expenditure is \$600,000 for produce. Rialto Unified School District reserves the right to purchase more or less than the estimated annual expenditure.

Any products delivered during the period covered by this proposal shall be only the approved processor’s products and code numbers as requested by the district unless prior approval has been granted by the District to deliver alternate products. No product will be represented as being in conformance with the specification when such is not the case.

Damaged containers will not be accepted. Inspection and acceptance of all items shall be at the delivery destination. Credit will be required on damaged or unacceptable products. A legible delivery receipt signed by District food services personnel must accompany each delivery and a legible delivery discrepancy receipt shall be left at the site in case of a return or shortage. Credits shall be issued in a timely manner. If the desired product is absolutely not available for any reason, the District shall be notified at least 10 days in advance of the shortage and that District shall be given options of a product that is of the same or higher quality at the same unit cost or less. Continued shortages or substitutions will be grounds for termination of this agreement.

(See Appendix for district profile). pg. 36-37

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. “District, and/or the District, and/or government entity” refers to Rialto Unified School District
- D. **Vendor/Distributor/Seller/Supplier/Contractor/Bidder**” refers to the person(s)/entity(ies) that submits the proposal to this RFP/ to whom a contract is awarded pursuant to this RFP.
- E. **Proposer**” refers to the person/firm that submits the proposal to this RFP. Terms “Bidder”, “Distributor” or “Vendor” may also be used.
- F. **Project**” means the Scope of Work for furnishing goods and services as outlined in this RFP.
- G. **Proposal**” refers to the documents submitted by a Vendor that addresses the scope and requirements of this RFP.
- H. **RFP**” refers to this Request for Proposals.
- I. **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.
- J. **Responsive Proposal**” refers only to those proposals that comply with all material and administrative aspects of this RFP.
- K. Singular terms shall include the plural and vice versa. A gender reference includes both genders.

Dear Vendor,

The Rialto Unified School District is pleased to provide you with document forms enabling you to respond to this year's **Fresh Produce Products**

The bidding documents in the packet include:

- Document Check-off for Vendors – Signed & Dated
- Notice Inviting Proposals
- Instructions & Information for Proposers
- General Conditions
- Vendor Questionnaire
- Proposal 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
- Contractor's Certification – Regarding Drug-Free Workplace
- Contractor's Certification – Alcoholic Beverage and Tobacco- Free Workplace
- Contractor's Certification – Worker Compensation
- Clean Air and Water Certification
- Certification for Buy American Provision
- Printed Price Worksheet - Prices
- USB Flash Drive – Proposer is to provide and submit which includes Proposal Price Spreadsheet/Prices.

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

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

Sincerely,

Fausat Rahman-Davies

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

Rialto Unified School District-Document Check-Off Sheet

- Food and Drug Administration Certification meeting FSMA Guidelines-pg.11 #15
- Copy of Hazard Analysis Critical Control Point Plan (HACCP)-pg.18 #36
- Food Security and Safety Policy/Plan-pg.18 #36
- Pest Control Policy/Plan-pg.18 #36
- Most Recent Health Inspection Report-pg.18 #37
- Request for Proposal Signature Page-pg.23
- Vendor Questionnaire Pg. 32-33
- Produce Quotation sheet pg. 34
- Bid Form-pg. 40-42
- Proposer Criteria Form (Provides minimum requirements of proposers and references)- Pg. 43
- Proposal Form (Document in which proposer agrees to the terms of the proposal is awarded)- Pg. 44
- Non-Collusion Declaration with Signature – Pg. 45
- Equal Opportunity Employment – Pg. 46
- Certification Regarding Lobbying (Required annually for any new contracts or extensions of contracts that could exceed \$100,000. Required to receive one from every existing or potential contractor to be considered for Proposal) – Pg. 47-50
- Suspension and Debarment (Required annually for any new contracts or extensions of contracts that could exceed \$100,000. Required to receive one from every existing or potential contractor to be considered for Proposal)- Pg. 51-52
- Iran Contracting Act Certification – Pg. 53
- Contractor's Certification – Regarding Drug Free Workplace – Pg. 54
- Contractor's Certification – Alcoholic Beverages and Tobacco Free Workplace – Pg. 55
- Contractor's Certification – Worker Compensation – Pg. 56
- Clean Air and Water Certification – Pg.57

- Fingerprint Clearance Certification – Pg. 58
- “Buy American” provision – Pg. 59 – to be completed for all line items that apply
- Buy American Waiver Exception List – Pg. 60 – to be completed for all line items that apply
- Price Proposal on USB Flash drive – Vendor to provide (Contains the bid prices in excel format) – Vendor download original with required information.
- Printed Proposal Excel Worksheet with Signature – Vendor prints copy of price proposal
- Printed Produce Price Sheet– Attachment A

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 non-responsive. All signatures must be original, no photocopies

Signature

Date

**Rialto Unified Schools District
Produce Food Products**

INSTRUCTIONS AND INFORMATION FOR VENDORS

PREPARATION AND SUBMISSION OF PROPOSAL FORM: RIALTO UNIFIED SCHOOL DISTRICT invites proposals on the forms enclosed to be submitted no later than, **9:00 AM on Monday, May 24, 2021**. All blanks on the proposal form must be appropriately completed. Each proposal must be submitted in a separate sealed envelope bearing on the outside **“Proposal RFP No. RIAN-2021-2022-003 FRESH PRODUCE**. It is the sole responsibility of the Vendor to ensure that the proposal is received by **9:00 AM on Monday, May 24, 2021**. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Vendor unopened.

1. PROPOSAL OPENING:

All proposals shall be publicly opened at 9:00 AM on Monday, May 24, 2021 at the:

RIALTO UNIFIED SCHOOL DISTRICT

Child Nutrition
1512 S. Cactus Ave
Rialto, CA 92376

2. SIGNATURES

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

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

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

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

3. MODIFICATIONS AND CORRECTIONS: Changes in or additions to the Pricing Sheet, 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 telephone proposals or modifications shall be considered. The proposal submitted must not contain any erasures, interlineation, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the proposal. Proposals should be verified before submission and cannot be withdrawn after their opening.

4. ERASURES, INCONSISTENT OR ILLEGIBLE BIDS: The RFP 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 RFP. In the event of inconsistency between words and figures in the RFP price, words shall control figures. In the event that the District determines that any RFP is unintelligible, inconsistent or ambiguous, the District may reject such RFP as not being responsive to the invitation to RFP.

5. **QUESTIONS FROM VENDORS:** Vendors are asked to defer all questions regarding this RFP until the pre-bid conference. Where questions are known in advance, Vendors are encouraged to submit these in writing at least two (2) days prior to the conference.

Each request for clarification or request for information (RFP) shall be submitted using the email below

Fausat Rahman-Davies –Frahman@rialtousd.org

Maria Rangel - Mrangel@rialtousd.org

All questions or comments regarding this RFP (except to inquire about the number of addenda issued) must be put submitted using the link above **no later than 4:00 P.M. on Friday, May 7, 2021.**

Rialto Unified School District shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

Each transmitted request shall contain the name of the person and the name of the company filing the request along with telephone number and email address. Bidder is responsible for the legibility of hand written requests. A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by the Rialto Unified School District not less than seventy-two (72) hours prior to proposal due date.

6. **ADDENDA/CLARIFICATIONS:** Answers to questions that cannot be answered by Rialto Unified School District staff at the pre-bid conference will also be communicated in writing as part of an addendum. In addition, responses to written questions received by the specified deadline after the pre-bid conference may be incorporated in a RFP addendum. If it becomes necessary for Rialto Unified School District 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 original RFP will be notified with instructions to download a written addendum. Recipients of record are those parties, which obtained a copy of the RFP directly from Rialto Unified School District. Addenda will be posted on the Rialto Child Nutrition web-site <https://kec.rialto.k12.ca.us/Page/1935>; It shall be the responsibility of the Vendor's to inquire of Rialto Unified School District as to any addenda issued. This may be done by calling Rialto Child Nutrition (909) 820-7761, extension 103, or via e-mail (mrangel@rialtousd.org and cc: frahmand@rialtousd.org) prior to the RFP-submittal deadline (this is the sole exception to the requirement that questions after the pre-bid conference be submitted in writing). All addenda issued shall become part of the RFP.
7. **WITHDRAWAL OF PROPOSAL:** Any Vendor may withdraw his or her 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 Vendor finds discrepancies in, or omissions from the proposal documents, they may submit to the Lead Nutrition Services Agent of the RIALTO UNIFIED SCHOOL DISTRICT a written e-mail request for clarification and the response thereto will be e-mailed to all vendors. Corrections will be made by addenda issued to each company that has been sent or picked up a proposal packet. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the proposal.
9. **SIGNATURE:** The RFP must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the RFP on behalf of the bidder. All documents identified in the Required Bid Forms Section must be signed in permanent ink. Unsigned responses may be considered non-responsive, thus resulting in rejection of the RFP. Obligations assumed by such signature must be fulfilled.

10. PURCHASES OFF BID; LOCAL SOURCED PRODUCTS (FARM TO SCHOOL INITIATIVE)

The District reserves the right to purchase produce “Off Bid” directly from local farmers. The Rialto Unified School District defines “Local Sourced Products” as products that are grown within the State of California and within 100 (one hundred) miles of the Rialto Child Nutrition office address, 151 S. Cactus Ave., Rialto, CA 92376. It is the intent of the Rialto Child Nutrition Services to purchase produce through the winning bidder, but if an agreement cannot be reached between the bidder and Rialto Child Nutrition on purchases through Local Sourced Products, the District reserves the rights to purchase products directly from the local farmers.

11. AWARD OF CONTRACT

The Rialto Unified School District reserves the right to accept or reject bids as submitted; the submitted bids will be scored by the following criteria. The Bidder with the highest points will be awarded the contract.

12. AGREEMENT PERIOD: It is anticipated that the Contract to be awarded under this proposal shall be effective July 1, 2021, through June 30, 2022.**13. PRICES:** Minimum contract term is twelve (12) months. Quoted prices must stay in effect for twelve (12) months after award of RFP and may be extended upon mutual consent of the District and vendor for up to two additional twelve (12) month periods or until the end of the school fiscal year, whichever is the shorter duration, in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). Any price increase must be in accordance with the Los Angeles Consumer Pricing Index with a maximum of 5% per contract term. In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.**14. COMMENCEMENT OF DELIVERIES:** After receiving written notification of award, the successful Vendor shall be required to commence with the delivery of all items, which have been awarded within fourteen (14) days after receipt of a participating district purchase order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this proposal.**15. EVIDENCE OF FINANCIAL RESPONSIBILITY:** If requested, prospective Vendors shall provide evidence of financial responsibility showing the Distributor’s ability and qualifications to perform the proposed contract. **If requested in writing, the District will not publicly disclose this information upon the opening of proposals.** The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of responsibility to perform the proposed contract may result in rejection of the proposal.**16. PROPOSAL DOCUMENT:** The Vendor should fully acquaint themselves with the conditions and terms affecting the performance of the Contract if awarded. The Vendor’s submission of a proposal shall be taken as prima facie evidence of the Vendor’s warranty of compliance. Proposals should be verified before submission, as they cannot be withdrawn after their opening.**17. TAXES:** Taxes, whether Local, State, or Federal, shall not be included in the RFP price.**18. DELIVERY:** All prices shall be quoted FOB destination. Destination shall be to the destination as specified by the District placing the order. 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. Vendor will be responsible for all assessorial charges associated with the shipping of goods ordered due to failure to follow above listed shipping instructions.

- 19. INSPECTION OF FACILITIES – EVALUATION:** The District reserves the right to inspect the facilities of the Vendor prior to award of the contract. If the District determines that after such inspection that the Vendor 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.
- 20. FOOD DEFENSE:** Vendor’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 the close of the proposal may result in the Vendor’s disqualification for contract award.
- 21. 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.
- 22. PRODUCT RECALLS:** If a product recall is instituted on an item that has been furnished and delivered to participating school districts, Vendor must immediately notify the school districts Food and Nutrition Services Department with all pertinent information regarding the recall.
- 23. CREDIT MEMOS:** The Vendor’s delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the District’s Food Services Accounting Department.
- 24. TERMINATION OF AGREEMENT WITHOUT CAUSE:** The District may terminate this Contract at any time by giving the Vendor 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.
- 25. 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 or a failure to deliver requested items and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.
- 26. MULTI-YEAR EXTENSIONS:** Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal school years.

The extension may be granted on a year-by-year basis provided that the following conditions are being met:

- A. Rialto Unified School District has deemed the products and services of the vendor satisfactory.
- B. The Vendor shall submit a list of the price increases for the next fiscal year (July 1 to June 30) by the last business day in April. Price increase must not exceed the LA County Consumer Price list for the current year with a maximum of 5% per contract term.

27. PROPOSAL FORM DIRECTIONS:

- A. Vendor is to use the Pricing Sheet template provided on the accompanying proposal documents.
- B. The Pricing Sheet must accompany the completed formal proposal.
- C. Vendor is to complete requested information on Pricing Sheet.
- D. Vendor is to submit all pricing pages, even those without responses.
- E. The District reserves the right to purchase additional units, at various quantities, under the terms and conditions provided in this proposal.
- F. The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.
- L. The District reserves the right to reject proposals with multiple items per line item. Vendors submitting proposals with more than one item per line item may be rejected on grounds of non-responsiveness or non-responsibility.

28. PROPOSAL PROTESTS PROCEDURES:

At the time of the RFP opening, bidder may request to see the Designation of Subcontractor list (if applicable). Once the RFP opening meeting has concluded, RFP results and other RFP documents must be requested in writing, via email, to Fausat Rahman-Davies, Lead Nutrition Services Agent (Frahman@rialtousd.org).

- 1) **Bid Protest Procedures:** Any bidder may file a Bid Protest. Only those bidders who have actually submitted a RFP on the project shall have the right to file a Bid Protest. The protest shall be received in writing by the Lead Nutrition Services Agent no later than 5:00 p.m. at the conclusion of the third (3rd) business day following the date of the RFP opening. Untimely Bid Protests will not be reviewed by the District and will be returned to the bidder. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Bid Protest and Bid Protest related questions and Bid Protest Appeal, if applicable.
- 2) **Content of Bid Protest:** The Bid Protest must contain a complete statement of all grounds (both factual and legal) for the Bid Protest. The Bid Protest must contain all facts, refer to the specific portion(s) of any document relied upon, and shall include copies of all documents referred to in the protest. Any grounds not set specifically forth in the Bid Protest are waived. The party filing the Bid Protest must concurrently transmit a copy of the Bid Protest to the bidder deemed to be the apparent lowest responsible bidder.
- 3) **Resolution of Bid Controversy:** Once the Bid Protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent lowest responsible bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. District will issue a written decision within fifteen (15) business days of receipt of the Bid Protest, unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the protest, but may do so at the option of the District, or if otherwise legally required. The Decision on the Bid Protest will state the reasons for the actions taken by District and will be copied to all parties involved in the protest.

- 4) **Appeal:** If the protesting bidder or the apparent lowest responsible bidder is not satisfied with the Decision, the matter may be appealed to the Associate Superintendent of Business Services, or their designee, within three (3) business days after receipt of the District's written Decision on the Bid Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

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

- a) **Appeal Review and Finality:** The Assistant Superintendent, CFO of Business Services or their designee shall review the Decision on the Bid Protest from the Lead Nutrition Services A and issue a written response to the Appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. The written decision of the Associate Superintendent, CFO of Business Services or the Hearing Officer shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.
- b) **Reservation of Rights to Proceed with Project Pending Appeal:** The District reserves the right to proceed to award the Project and commence pending the Decision on the Bid Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in the preceding paragraph if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.
- c) **Waiver:** The procedures and time limits set forth in this Bid Protest Procedure are mandatory and are the bidder's sole and exclusive remedy in the event of a Bid Protest. The bidder's failure to comply with any of this Bid Protest Procedure shall constitute a waiver of any right to pursue a Bid Protest or in any way challenge the award, including but not limited to, any challenge pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
29. **COURIER DELIVERIES:** It is each Proposer's sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened. **The Rialto Unified School District is not responsible for proposals sent via USPS, UPS, and/or FedEx, and/or by any other delivery service. All proposals are due in the Nutrition Services Department by the posted or advertised closing date and time. It is the Proposers' responsibility to ensure that their proposal is delivered to the Nutrition Services Department located at 151 S. Cactus Ave., Rialto, California 92376.**
30. **PROVISION BUY AMERICAN:** This Certification is required for all items domestically grown and processed in the United States which exceeds 50% domestic end product. Proposer is to provide certification for all products derived from domestic products to include Fruit, Vegetables, Grains, Legumes and Oil based products. Failure to certify such items may disqualify award of such line item. 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 District requires that suppliers 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 award of proposal, Vendor 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: "Vendor certifies 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 Failure to certify such items may disqualify award of such line item.

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

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

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

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

Certification forms for Buy America products and Buy America Waiver Exception List are included in this document on pages 44 and 45.

Federal Non Discrimination Statement

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

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

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

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

End of Instructions and Information for Proposer

- 31. GENERAL INSTRUCTIONS – RFP# RIAN-2021-2022-003 FRESH PRODUCE:** Proposals are requested for furnishing the District Fresh Produce for the period of July 1, 2021 through June 30, 2022. The District reserves the right to determine purchase amount based on the district's operational need. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. The signatures of all persons shall be in longhand in ink. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. All proposals shall be submitted in sealed envelopes bearing on the outside the name of the vendor, the name and RFP number, submission due date and time. It is the sole responsibility of the vendor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral or telephonic modification of any proposal submitted will be considered.
- 32. LIMITATIONS:** The District shall not be obligated to accept the lowest priced proposal, but will be evaluating proposals with the intent of awarding to one responsible distributor. The District reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the District. The District may take into account the performance of the bidder with respect to any recent contract(s) with other school districts. The District, however, reserves the right to reject any one or all proposals, to waive any informality in the proposals, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the lowest responsible proposal meeting all the criteria specified in the proposal and is in the best interest of the District. This RFP is not an offer by the District to contract with any party responding to this RFP. The District makes no guarantee that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The District shall, in no event, be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the services contract, if at all, is at the sole discretion of the District.
- 33. RESTRICTIONS ON LOBBYING AND CONTACT:** From the period beginning with the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this RFP, the evaluation or selection process and/or the award of the contract with any member of the District, Board of Trustees, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.
- 34. FUEL SURCHARGES:** Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.
- 35. ORDER CONDITIONS/DELIVERY MINIMUMS:** The District shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated. The District does not guarantee orders in these amounts nor shall orders be limited to these specific figures. This is an indefinite-quantity RFP, however the quantities listed

are a good faith estimate. Bidders shall not specify minimum or maximum quantities or charges for order types, unless specifically allowed on the bid form. Unlimited orders within the term of the contract shall be allowed to the District at prices quoted. The estimated quantities listed in the Appendix are for the purposes of forecasting and not to be considered a promise to purchase.

The provisions of the contract shall in no way prohibit the District from making an incidental purchase from another supplier for the same services listed herein.

- 36. MODIFICATIONS TO THE CONTRACTED LIST:** During the term(s) of a contract awarded under this RFP, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the District. Both parties agree that the aggregate value of added purchases during each year of the contract, if renewable, shall not exceed Ten Percent (10%) of the estimated total value of the contract. The total value of the contract must be agreed upon and the dollar value listed in every contract and contract renewal through a contract amendment, and the total contract value adjusted accordingly. For each contract renewal, the total actual value of the contract in the preceding year and the additions made during the contract term will be the basis for determining the maximum dollar amount not to exceed Ten Percent (10%) of additional goods that will be allowed during the next contract renewal year.

There may be occasions when the District needs to purchase goods not included in the existing contract. Such purchases will be made by using applicable procurement methods such as micro purchases, small purchase procedures, sealed RFPs, or competitive proposals depending on the value of the purchase. If it is determined that the purchases are needed on an ongoing basis, they may be added to the contract through an addendum at the renewal of the contract. Upon a renewal, then the above Ten Percent (10%) option will be exercised.

Note: 2CFR210.320(f) will be activated for the following instances:

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

- 37. VEHICLE DELIVERY CONDITIONS:** All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection. Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures. Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 40°F or lower. Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings. Any product that fails to be delivered within these parameters will be rejected.

- 38. PRODUCT QUALITY CONTROL:** The District reserves the right to discontinue service of all or any 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 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 Distributor's plant is located or by the applicable federal standards, whichever is higher. Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor 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 Los Angeles or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher. Distributor 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. Distributor 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, Distributor shall provide trace back capabilities for all products to the point of origin. **Evidence of such procedures should be submitted with proposal (HACCP Plan, Food Security and Safety Program and Pest Control Policy)**

39. HEALTH INSPECTION:

The Vendor must include a copy of the most recent Environmental Health Official Inspection Report of all operating facilities with the RFP package.

40. INFERIOR PRODUCT: The Distributor agrees to permit inspection of the delivered items by a representative of the District with the right of rejection of inferior merchandise. The decision of the District shall be final.

41. PACKAGING: Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

42. NUTRITIONAL INFORMATION AND LABELING: In order to accommodate the computerized menu system utilized by the District, the successful Distributor 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).

43. 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.

44. DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS: Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer's products and code numbers as requested by the District unless prior approval has been received to deliver alternate products. The District will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case. If the desired product is absolutely not available for any reason, the District shall be notified at least 10 days in advance. The District shall be given options of a product that is of the same or higher quality at the same cost. Authorization of a substitute product shall be at the sole discretion of the District. When substitutions do occur, Distributor shall adjust ordering quantity to meet original orders and provide nutritional statements and ingredient listings of the replacement product. The

Distributor must provide the specified product or an acceptable substitute, as determined by the District. If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the District for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the District.

- 45. DELIVERIES:** The successful Distributor will make mutually acceptable delivery time options available for each site within the District. The District reserve the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. Once a mutually agreed upon delivery schedule is established between the Distributor and the District, timely delivery of all orders is expected. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption to service. If, at any time, a delivery cannot be made the Vendor must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Vendor's expense. The District may assess a cost to the vendor if overtime and or additional costs are incurred in relation to accepting a needed delivery that falls outside of previously established delivery times. Frequent occurrences may result in cancellation of the Contract. The Distributor must guarantee a 90% fill rate for all District orders. For any District order, if the Bidder is unable to perform under the terms of the Contract, or if it fails to deliver any items ordered within the prescribed timelines, the District reserves the right to cancel any order(s) or purchase the item(s) on the open market, and to request and receive payment from the Bidder for the difference between the contract price and the price the District pays on the open market.
- 46. ACCOUNTING:** Invoices will be furnished in triplicate and include delivery site, product name, quantity, unit size, and unit price. The original copy is to be kept by the Distributor. The original invoice must be signed by the individual receiving the product and two copies are to be left for the food service lead or designee. An invoice signed by the food service lead or designee is required in order for the invoice to be processed for payment. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner. Statements for all goods purchased within a calendar month shall be made available on an individual site basis. Statements should be sent by the 5th of the month following the month of purchase. The payment terms of this contract shall be "Net 45 days" unless otherwise indicated below. All invoices are due and payable within 45 days from the "invoice date" or date of delivery. The Distributor will list all discounts and payment options available on the Proposal Worksheet if terms other than "Net 45 days" are offered.
- 47. RIGHT TO AUDIT:** The Distributor shall submit to third party audits and/or inspections initiated by the District during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Distributors must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.
- 48. SAFETY AND SECURITY:** The Distributor shall comply with all District security regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (Cal Code). Distributor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the affecting district.
- 49. ADDITIONAL REQUIREMENTS:** If applicable, the Distributor must have an established "net-off invoice" billing system in place to pass-thru the value of commodities. The Distributor must have the ability to deliver ALL processed commodities and/or non-commodity items with a 10 day lead time. The Distributor must stock "fee for service" and "modified fee for service" processed commodities and be prepared to deliver those

processed commodities with a 10 day lead time to coincide with the 10 day lead time for non-commodity products. The Distributor must have an automatic rebate system in place to efficiently handle automatic rebate programs as offered by manufacturers. The Distributor must offer an active website to allow on-line ordering and reporting. The District must have access to sales reports, commodity balances, and commodity reports via on-line.

- 50. AFFIRMATIVE ACTION:** It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code, Section 12900, and Labor Code, Section 1735 and the American with Disabilities Act, 42 USC and 12101 et. Seq.
- 51. HOLD-HARMLESS CLAUSE:** To the fullest extent permitted by law, the Distributor agrees to indemnify, defend and hold the District entirely harmless from all liability arising out of: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Distributor's employees or Distributor's subcontractor employees arising out of Distributors work under this proposal; and Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Distributor, or any person, firm or corporation employed by the Distributor, either directly or by independent contract, including all damages due to loss or theft, sustained by and person, firm or corporation including the District, arising out of, or in any way connected with the Distributors work under this proposal, including injury or damage either on or off the property of the District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the District. The Distributor, at the Distributors own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Districts, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, their officers, agents or employees in any action, suit or other proceedings as a result thereof.
- 52. ATTORNEYS' FEES:** In the event of any dispute between the District, and Contractor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. **PROPOSAL FORMAT AND REQUIRED INFORMATION:** Distributors responding to this RFP must follow the format in the section of Required Bid Documents. Distributor must submit one (1) paper copy of their proposal. Proposals should be properly and legibly filled out in ink or typewritten, include responses to all questions, and are to be verified before submission, as they cannot be corrected after proposals are opened. Distributors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. It is the sole responsibility of the Distributor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral or telephonic modification of any proposal submitted will be considered. You may include a link to your company's web site to reference supplemental or additional information.
 - a. Each proposal must have an original signature in ink of only one (1) responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Failure to sign properly may result in rejection of the proposal. Obligations assumed by such signature must be fulfilled.
 - b. Corrections made of entries on the proposal must be initialed in ink by the same person who signs the form for the Distributor. No corrections can be made after the time stated for receiving quotations.
 - c. Proposals are to be verified before submission, as they cannot be corrected after proposals are opened. All proposals shall be submitted in sealed envelopes bearing on the outside the name of the vendor, the name and RFP number, submission due date and time. It is the sole responsibility of the vendor to see that his/her proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral, facsimile, electronic or telephonic modification of any proposal submitted will be considered.
 - d. Distributors shall fully answer each question on the Proposal Worksheet and Vendor Questionnaire of this request for proposal. A proposal shall be deemed non-responsive if a Distributor fails to answer every question on the above mentioned documents.
2. **WITHDRAWAL OF PROPOSAL:** A distributor may withdraw a proposal by letter or in person prior to submission deadline.
3. **AWARD:** The District reserves the right to reject any and all proposals without explanation or recourse and to negotiate with the companies submitting a proposal. The District further reserves the right to contract the work with whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:
 - a. After the opening of proposals, a RFP review committee representing the District will score the proposals based on the evaluation criteria. No more than the top four (4) responsive Vendors shall be invited for an interview;
 - b. The committee may investigate the qualifications of any bidder/vendor under consideration, require confirmation of information furnished by a bidder/vendor, and require additional information

and/or evidence of qualifications to perform the services described in the RFP. The committee shall have the right to inspect the distribution facility or facilities and equipment to be utilized by the interviewed vendor.

- c. The Committee will make a recommendation to the District.
- d. The District as a whole will be the sole judge of merit and not necessarily accept the lowest price offered. The award will be formally made by Rialto Unified School District Board of Education in a timely manner.

Rialto Unified School District
 151 South Cactus Avenue, Rialto, CA, 92376
 Fresh Produce Request for Proposal
RFP No. RIAN-2021-2022-003 FRESH PRODUCE
 Submit RFP by May 24, 2021 at 9:00 AM

Request for Proposal Signature Page

This Request for Proposal (RFP) is for Fresh Produce for Rialto Unified School District.

Before bidding, please read the Instructions, Required Bid Documents, and Contract Agreement and thoroughly acquaint yourself with the project. Submit all proposals in a sealed envelope showing the Company Name, RFP Name & Number, Submission Due Date, and Time. RFPs must reach the Rialto Unified School District Child Nutrition, at the address listed above by the time and date listed above. Follow the Required RFP Documents Checklist to assist with ensuring a complete RFP package.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signed By: _____

Printed Name of Signor above: _____

Title: _____ Date: _____

Company Name: _____

Mailing Address: _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

E-Mail Address: _____

GENERAL CONDITIONS

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

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

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

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

2. **PLACEMENT OF ORDERS & LEAD TIME:** Orders shall be issued directly to the vendor by participating school districts, commencing from proposal award (July 1, 2021 through June 30, 2022). Each participating district will place their own orders. Ordering and lead time procedures will be mutually agreed upon between vendor and district, but not to exceed 14 calendar days.
3. **SUBSTITUTIONS:** Substitutions for awarded items must be pre-approved by the receiving district and delivered at or below awarded price.
4. **ORDER LIABILITY:** Any liability created by an order issued against this Contract shall be the sole responsibility of the participating school district placing the order.
5. **DISCOUNTS :** The vendor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.
6. **INVOICES:** Invoices shall be submitted in triplicate to the participating school districts 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 participating school district.
7. **GOVERNING LAW AND VENUE:** In the event of litigation, the RFP documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Bernardino County.
8. **INSURANCE:** Without limiting vendor's indemnification of the District, Vendors 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 participating school district on or before the effective date of Contract. Such evidence shall specifically identify the contract and shall contain express conditions that District is to be given at least thirty (30) days written notice in advance of any modification or cancellation of any policy of insurance.

A) Liability

Such insurance shall be primary to and not contributing with any other insurance maintained by individual school districts, and shall name each individual school 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 \$2,000,000.00 per occurrence.

2) Comprehensive Automobile Liability

Endorsed for all owned and non-owned vehicles with a combined single limit of \$2,000,000.00 per occurrence.

B) Worker's Compensation

A program of Worker's Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services on behalf of vendor and all risks to such persons under this contract

C) Product Liability

Vendor must maintain liability insurance including extended coverage for product liability in an amount not less than two million dollars (\$2,000,000.00) combined single limit and provide each participating district with a certificate evidencing insured and specifying that coverage shall not be canceled or modified without 30 days prior notice

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

10. **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 seller's cost. Seller shall arrange for pick up after written notification by the District. Seller shall be responsible for cost of replacement if purchaser deems it necessary to procure suitable substitute items from supplier other than original seller. Purchaser may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

OR

C. If the successful 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 proposal document in its entirety, the District reserves the right to purchase the items herein specified from another vendor, after providing the vendor with a three (3) calendar day – (72 hours), or mutually agreed upon cure period. All additional costs or expenses incurred by reason of the failure of the successful Vendor, as above stated, shall be paid by such Vendor and his sureties, if any. The price paid by the District shall be considered the prevailing market price at the time such purchase is made. In the event that any of the participating school districts terminate their orders in whole or in part, they may procure supplies or services similar to those so terminated from other sources, and the Vendor shall be liable to the participating school districts for any additional costs for such similar supplies or services. The Vendor shall not be liable for any excess cost if the failure to perform under this 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, acts of any of the participating

school districts or anyone employed by them, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases are excluded from this section. The Vendor shall be required to deliver all supplies or services under this Contract, which are not terminated.

11. 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 the District to determine whether a contractor of independent contract consultant must have its employees fingerprinted and screened for criminal records.

There are two bases for exemption:

1. Emergency Contacts – Exempt

Subsection (b) states that Section 45125.1 shall not apply to a contractor of independent contract consultant providing services to the District in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repair are needed to make school facilities safe and habitable.

2. Limited Pupil Contact – Exempt

Subsection (c) states that Section 45125.1 shall not apply when the District determines that the employees of the entity or the independent contract consultant will have limited contract with pupils.

In determining whether a contract employee or independent contract consultant has limited contact with pupils, the site, program, or project manager shall consider the totality of the circumstances, including factors such as the length of time the contractor or independent contract consultant will be on school grounds, whether pupils in the proximity of the site the contractor/independent contract consultant will be working, and whether the contractor's employees/independent contract consultant will be working by themselves or with others.

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

The District has made an initial determination that the infrequent delivery requirements of short duration to meet the terms of this contract are such that supplier access to pupils will be limited and unnecessary. Accordingly, employee fingerprinting and background check for criminal records will be at the discretion of the District unless and until such time as an incident involving supplier employee(s) making deliveries to the District's sites have been cleared by the California Department of Justice regarding background check.

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

In determining whether a contract employee or independent contract consultant has limited contact with pupils, the site, program, or project manager shall consider the totality of the circumstances, including factors such as the length of time the contractor or independent contract consultant will be on school grounds, whether pupils in the proximity of the site the contractor/independent contract consultant will be working, and whether the contractor's employees/independent contract consultant will be working by themselves or with others.

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

The District has made an initial determination that the infrequent delivery requirements of short duration to meet the terms of this contract are such that supplier access to pupils will be limited and unnecessary. Accordingly, employee finger printing and background check for criminal records will be at the discretion of the District unless and until such time as an incident involving supplier employee(s) making deliveries to the District's sites have been cleared by the California Department of Justice regarding background check.

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

12. EXCUSE FOR NONPERFORMANCE – FORCE MAJEURE CLAUSE:

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

13. PERFORMANCE BOND:

On May 5, 2016, the U.S. Department of Agriculture (USDA) issued Policy Memorandum SP 35-2016: This memo clarifies that the bonding requirements in 2 *CFR*, Section 200.325 apply only to subcontracts of construction or facility improvement contracts exceeding the Simplified Acquisition Threshold. ***(Individual Districts may have stricter bonding requirement than required by the USDA, if so a Performance Bond may be required by the lead district for the RFP)***

14. PREVAILING LAW:

In the event of any conflict or ambiguity between **a)** the Instructions and Information for Bidders, Instructions for Submitting Proposals, General Conditions, Specifications, Contract, or any other document forming a part of this invitation for RFPs, 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

15. ENERGY POLICY AND CONSERVATION ACT: Vendor will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.

16. 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.

17. NON-DISCRIMINATION ENDORSEMENT: Vendor agrees to comply with all applicable Federal and California state anti-discrimination laws and regulations and agrees not to unlawfully discriminate against any prospective or active employee engaged in the work on basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by the law, including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Vendor agrees to require like compliance by all subcontractors employed. or any other category protected by the law. Vendor is required to sign the Equal Opportunity Act endorsement included with this Contract.

18. ASSIGNMENT OF THE AGREEMENT: No agreement awarded under this proposal shall be assigned without the prior written approval of the participating districts.

- 19. LIABILITY/COPYRIGHT:** The Bidder shall hold any participating school district, its officers, agents, servants and employees harmless from liability or any nature of kind whatsoever on account of use by the publisher or author, manufacturer, or agent, or any copyrighted composition, secret process, patented or unpatented invention, or appliance furnished or used under this RFP.
- 20. DELIVERY FREQUENCY:** All prices shall be quoted FOB destination. Destination shall be the individual school district 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.
- 21. QUANTITIES:** Quantities shown are estimated usages of the districts for the proposal period. The districts reserve the right to purchase more or less of the units specified. Each district will order in quantities best suited to their needs and storage facilities. Prices proposal shall be firm for all districts and shall not increase or include shipping or any additional handling fees for districts ordering in small quantities.
- 22. 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-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPA's List of Violating Facilities
 - c. **Debarment Certification**
The USDA Certification Regarding Debarment must accompany this proposal and each subsequent additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
 - d. **Lobbying**
The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 CFR Part 3018) must accompany this proposal and each additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

- e. **Energy Policy and Conservation Act:** <http://legcounsel.house.gov/Comps/EPCA.pdf>. the VENDOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.
 - f. **Contract Work Hours and Safety Standards Act Compliance:** <http://www.dol.gov/compliance/laws/comp-cwhssa.htm> . In performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act
 - g. **The Certification Regarding the Iran Contracting Act**
 - h. **The Contractors Certification** – Regarding Drug Free Workplace must accompany this Proposal
 - i. **The Contractors Certification** – Alcoholic Beverages and Tobacco Free Workplace must accompany this proposal
 - j. **The Contractors Certification** – Worker Compensation must accompany this proposal
 - k. **Clean Air and Water Certification**
23. **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, “Right to inventions Made by the Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

EVALUATION AND AWARD

TECHNICAL AND PRICE EVALUATION FOR RESPONSIVE VENDORS

PROPOSAL EVALUATION CRITERIA

Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by a RFP review committee of the District. Each proposal will be scored on a scale of 1 to 110 points.

1. **SMALL BUSINESS AND MINORITY, WOMAN, AND DISABLED VETERAN BUSINESS ENTERPRISE (MWDVBE):** (5 points) The District encourages minority, women and disabled veteran owned business enterprises to participate in the Rialto Unified RFP based upon their capacity to perform and be successful.
2. **Customer Service & References:** (25 points) Vendors should demonstrate their ability to promptly respond to request for information, to resolve complaints and issues, and to provide timely and accurate delivery. Bidder's customer service staff should be easily accessible for inquiries or issues. Bidder should be able to provide marketing strategies to assist the District in promoting school meal programs.
3. **Experience and Competence:** (20 points) Vendors should be able to provide state-of-the-art technology in order to provide services including data collection, customized reports, trend analysis, information sharing, real-time reporting, and complete traceability of product. Bidder should demonstrate substantial and recent experience in providing the products to California public schools. Bidder should provide an efficient supply-chain management system to ensure timely and accurate delivery and flexibility to address changes in needs of the District.
4. **Sustainability:** (20 points) Vendors should have an integrated operation including evidences that the proposing firm will continue to operate successfully throughout the term of any Perishable Contract it accepts. Bidder should have a robust level of financial capability sufficient to handle contracts as large as any Perishable Contract is likely to be and on a multi-year basis. Bidder should show evidence of an integrated system to ensure food-safety and social responsibility, for example, to provide economic opportunity for Los Angeles County/Riverside County/San Bernardino County/Inland Empire residents and businesses and stimulate economic development in the local area.
5. **Cost:** (40 points) Vendors should complete the proposal worksheet thoroughly and in a manner to ensure transparency of the elements of the cost structure so that it can be easily understood, explained, and audited.

(Vendors must reach a minimum of 60 points before being eligible to move to the cost portion of the District Score Card)

Each proposal will be evaluated based on criteria and priorities defined by the District, with specific attention to those features, functional and technical aspects noted for each section. The District's evaluation panel will award a contract based on the prospective vendor submission that best meets the needs of the District with regard to the RFP specifications contained herein. Presentations/Interviews (if needed) may be requested by the evaluation panel. Vendors are advised that award may be made without interviews or further discussion.

If presentations/interviews are needed, potential bidders will receive notification to interview with evaluation panel.

1. **GEOGRAPHIC PREFERENCES:** Rialto Unified School District 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 the District in a Child Nutrition Program. *See* 2 C.F.R. § 200.319.

2. **CONFLICT OF INTEREST:** No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. *See* 2 C.F.R. § 200.318(c)(1). Rialto Unified School District officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Rialto Unified School District and individual members maintain written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
3. **NON-EXCLUSIVITY AND MULTIPLE AWARDS:** Any Contract resulting from this RFP is non-exclusive. Rialto Unified School District reserves the right to make no awards or award one or more Contracts, in part or in whole, to a single Vendor or to multiple Vendors.
4. **DISQUALIFICATION:** Vendors may be disqualified before or after the 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):** The District in an effort to encourage minority, women and disabled veteran owned businesses enterprises to participate and submit proposals based upon their capacity to perform and be successful, this project may be awarded to more than one Vendor if it is in the best interest of the District to do so. MWDVBE must submit documentation of qualification as outlined in Public Contract Code (PCC) Division 2. Part 1. Chapter 2. **Responsive Bidders.**
 - A) Further information can be found at the following PCC web sites.
http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=1.&chapter=2.&article=
 - B) Certification for Small Business and Disabled Veteran Business Enterprise Services is located at the following California website,
<http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>
6. **AWARD OF CONTRACT:** In accordance with applicable laws, rules, and regulations for public procurement, any award(s) will be made to the Responsible Vendor(s) whose Proposal(s) is/are determined to be the Best Value to the District.
7. **FORMATION OF CONTRACT:** A signed and submitted Proposal constitutes an offer to Contract with the 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 the Rialto Unified School District after approval by the Rialto Unified School District Board of Trustees. **No Vendor shall obtain any interests or rights in any award until the individual Districts participating issue 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 project to Vendor and Vendor request changes to the District's standard Contract form, the District reserves the right to cancel the award and re-award the project to an alternate Vendor.

VENDOR QUESTIONNAIRE**Rialto Unified School District
Request for Proposal_RFP No. RIAN-2021-2022-003 FRESH PRODUCE**

Please complete this questionnaire and submit with your proposal. Attach additional sheets if needed.
(Evaluation criteria: A = Cost, B = Customer Service & References, C = Experience & Competence, D = Sustainability)

1. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule for each district. (B)
2. How do you plan to work with the District to set up a delivery schedule? (B)
3. How many deliveries per week will you provide? (B)
4. Do you have minimums for deliveries? Please Circle YES or NO (B)
If YES please state your minimum delivery amounts (dollar amount, case quantity, etc)
5. How many delivery trucks do you have? How many lift gates? (B)
6. What is your procedure for notifying customers of shortages and /or substitutions? (B)
7. What is your procedure for notifying customers of a product recall? (B)
8. Has your firm backed out of a contract to a school district(s) mid-year within the last 18 months? If so, please explain. (D)
9. Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 18 months? If so, explain. (D)
10. What is the lead time you require for orders? Can District(s) order on-line? (B)
11. What is your company's "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution? (B)
12. How will emergency deliveries (deliveries not on a scheduled date) be handled? (B)
13. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (B)
14. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports? (C)

- 15. What is the current make up of your delivery vehicle fleet? Please describe your vehicle preventative maintenance program. (C)
- 16. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? (B)
- 17. What is your procedure to bring in new products for District(s)? (C)
- 18. Do you offer a percentage discount for early payment? If yes, please state terms for discount. (A)
- 19. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability? (D)
- 20. Has your firm provided economic opportunity for the counties of Los Angeles/San Bernardino/Riverside residents and business? If so, explain. (D)

Firm Title _____ Signature _____

Phone#: _____ Name (Printed) _____

Fax#: _____ E-Mail address _____

**RIALTO UNIFIED SCHOOL DISTRICT
CHILD NUTRITION
PRODUCE QUOTATION SHEET**

NOTE: ALL PROCESSED/PACKAGED INDIVIDUALLY WRAPPED ITEMS MUST MEET 1/2 CUP MEAL CONTRIBUTION PER FOOD BUYING GUIDE SPECIFICATIONS.

Product Specifications must be made available upon request for all items awarded.

Please indicate % American content for each food component submitted on the pricing spreadsheet, and list the country of origin. In addition, Vendor may be required to provide or fill out an additional certification paper for each awarded domestic line item stating the following: "Vendor certifies 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.,"

Produce Company Name: _____

Submitted By/Title: _____
(please print or type)

Address: _____

Telephone Number: _____

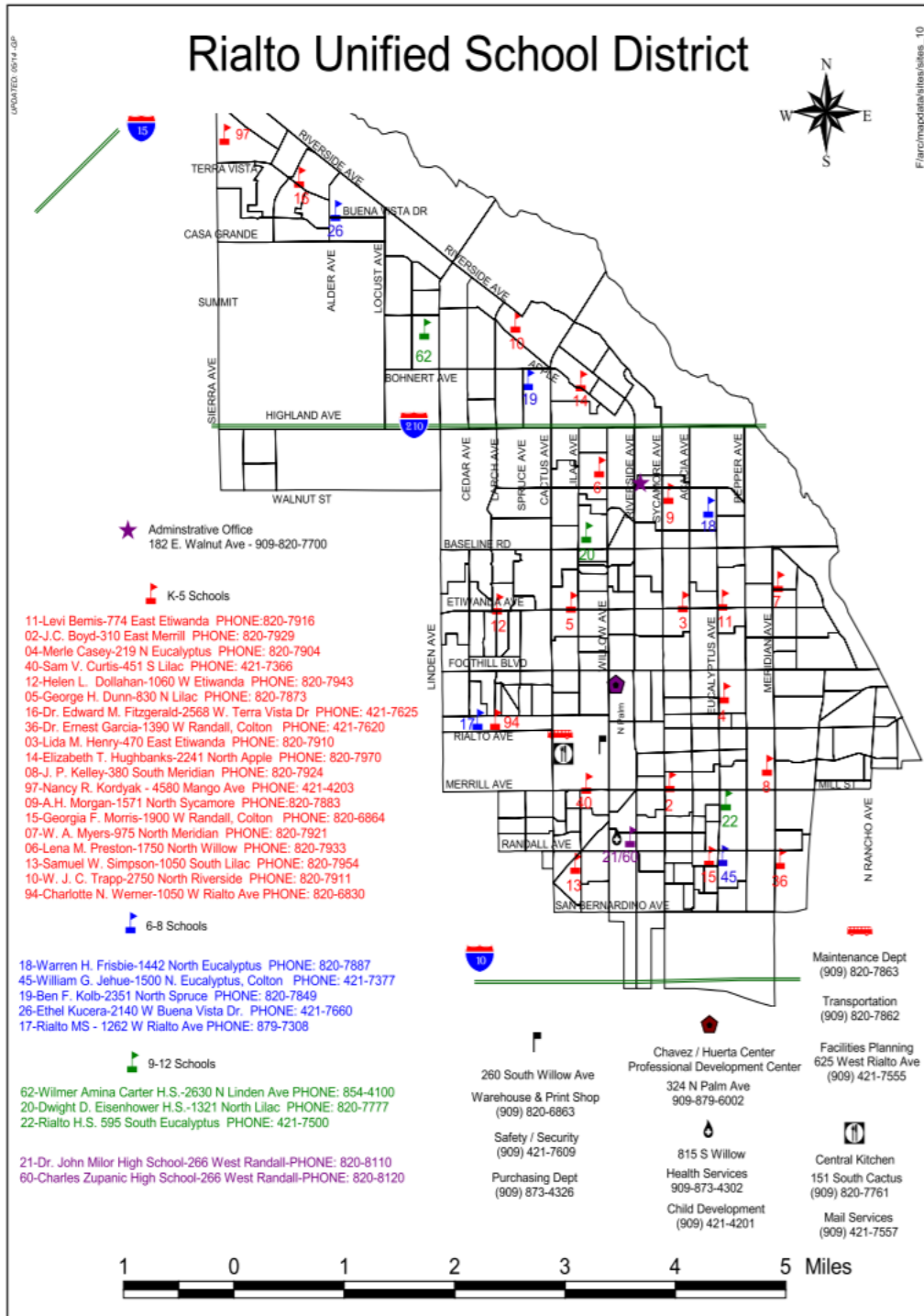
E-mail Address: _____

Signature: _____

Please complete questions for Produce Products:

- 1. Will a toll free number be provided to place orders? Yes No
- 2. Will online ordering be available? Yes No
- 3. Will refrigerated trucks be used to deliver refrigerated items? Yes No

Appendix



RIALTO UNIFIED SCHOOL DISTRICT DELIVERY SITES

Deliveries must be made to the following sites:

DELIVERY SCHEDULE FOR FRESH PRODUCE ITEMS

SITES

Central Kitchen
 151 S. Cactus Avenue
 Rialto, Ca. 92376

DELIVERY TIME

5:30 A.M. – 8:00 A.M.

MIDDLE SCHOOLS

Frisbie Middle School
 1442 N. Eucalyptus
 Rialto, Ca. 92376

6:30 A.M. – 8:30 A.M.

Jehue Middle School
 1500 N. Eucalyptus
 Colton, Ca. 92324

6:30 A.M. – 8:30 A.M.

Kolb Middle School
 2351 N. Spruce
 Rialto, Ca. 92376

6:30 A.M. – 8:30 A.M.

Kucera Middle School
 2140 W. Buena Vista Dr.
 Rialto, Ca. 92376

6:30 A.M. – 8:30 A.M.

Rialto Middle School
 1262 Rialto Ave.
 Rialto, Ca. 92376

6:30 A.M. – 8:30 A.M.

HIGH SCHOOLS

Carter High School
 2630 N. Linden
 Rialto, Ca. 92377

6:30 A.M. – 8:30 A.M.

Eisenhower High School
 1321 N. Lilac Avenue
 Rialto, Ca. 92376

6:30 A.M. – 8:30 A.M.

Rialto High School
 595 S. Eucalyptus
 Rialto, Ca. 92376

6:30 A.M. – 8:30 A.M.

Milor High School
 266 W Randall Ave
 Rialto, CA 92376

6:30 A.M. – 8:30 A.M.

*Minimum 3-day delivery per site per week. Daily delivery may be required at the Central Kitchen
 Delivery times may change during summer school schedule.

**RIALTO UNIFIED SCHOOL DISTRICT
DELIVERY SCHEDULE**

Deliveries are to be made on Monday, Wednesday, and Friday or on an as needed basis. The District and successful bidder will agree on a mutually acceptable delivery schedule prior to the District issuing a Purchase Order.

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

BID FORM

TO THE GOVERNING BOARD OF
RIALTO UNIFIED
SCHOOL DISTRICT

DATE _____

BIDDER _____

The undersigned, having carefully examined the proposed site, all of the bidding documents, including but not limited to, the Specifications, the Notice Inviting Bids, the Instructions to Bidders, The Bond Forms, and the General Conditions:

Fresh Produce

RFP No. RIAN-2021-2022-003 FRESH PRODUCE

(Name of Project)

(Name and Address of Bidder)

hereby proposes and agrees to furnish all equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the above named project in strict conformity with the Specifications.

Addenda No. _____

Date _____

Addenda No. _____

Date _____

Addenda No. _____

Date _____

It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice Inviting Bids.

It is understood that Rialto Unified School District may utilize your service or equipment for a duration of twelve (12) months or more in accordance with California Education Code Sections 17596 (K-12) and 81644 (Community Colleges)

The required bid security is hereto attached.

NON COLLUSION - By signing and submitting this bid, I/we declare under penalty of perjury under the laws of the State of California that the price(s) quoted were arrived at independently. Neither the bid price nor the approximate amount of the bid has been disclosed to other bidders or potential bidders. Furthermore, I/we attest that no attempt has been made or will be made to induce any other entity to refrain from bidding or to submit any complementary bid on the proposed contract and that this bid is made in good faith.

The agreement form that the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds that he/she will be required to furnish at the time of execution of the Contract, are included in the contract documents and should be carefully examined by the bidder. Unless otherwise specified in Special Conditions, the performance and payment bonds shall be in the amount of one hundred percent (100%) of the amount of the contract. The surety underwriting limit must be equal to or greater than the amount of the contract. Payment and Performance bonds must be executed by a California admitted surety insurer licensed to do business in California as defined in Code of Civil Procedure, Section 995.010 (et. Seq.). A certificate of Insurance naming the District as additional insured is also required. All of these documents must be submitted before execution of a contract. **At no time will the District accept any changes, substitutions, or alterations of any of its documents. This**

includes but not limited to agreements, general conditions, instructions for bidders, bid bond, performance bond, payment bond, or bid form. Bidders who deviate from this will be disqualified.

The District at its discretion shall determine the number and the time at which equipment will be delivered and/or which services will be performed. For example, if vendor was awarded 40 sites, the District will inform vendor on a phase-in approach to provide equipment or services for some or all of the sites through the duration of the contract.

TIME IS OF THE ESSENCE. The undersigned fully understands that a contract is formed upon the acceptance of this Proposal by the District, and the undersigned further agrees that he will promptly execute and deliver to District a written memorial of the contract together with the required Workers' Compensation and Liability Insurance as requested in an award letter to be issued after Board acceptance.

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full. This document must list names of person or persons authorized to bind the bidding organization.

If the bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and that _____, whose title is _____, is authorized to act for and bind the corporation.

It is understood and agreed that, should Bidder fail or refuse to return executed copies of the Contract, Contractor's Certificate, Certification of Insurance, and required bonds to the District within five (5) days of actual notice of the award of the contract to bidder, then the security may be forfeited to the District as liquidated damages.

Name of Bidder _____

Type of Organization _____

Signature _____ Print Name: _____

Title of Signer _____

Address of Bidder _____

Telephone Number _____ Fax Number: _____

If bidder is a corporation, affix corporation seal.

Rialto Unified School District

Child Nutrition
151 S. Cactus Avenue
Rialto, CA 92376

BIDDER REFERENCES AND RESPONSIBILITY INFORMATION

1. The District expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar Contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is “non-responsible” and poses a substantial risk of being unable to provide moving and storage to complete the work in a cost-effective, professional and timely manner.
2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the bidder has previously supplied material to or performed work, reference checks and examination of all public records.
3. The bidder must also demonstrate knowledge of school purchasing and business techniques and should possess a working ability and experience in providing similar material to a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the Rialto Unified School District.
4. FAILURE TO FURNISH THE REFERENCES (*IN THE COMPLETE FORMAT REQUIRED*) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.
5. EXAMPLE: Your references should be listed in the following format (facts are example only)
 - (a) X Y Z School District
 - (b) 999 Holly Drive, L. A., CA 92000
 - (b) B. Johnson-Food Service Title
 - (c) Phone # (222) 123-4567
 - (d) XXX number of deliveries per year

VENDOR CRITERIA FORM

The RIALTO UNFIED SCHOOL DISTRICT requires that the successful Vendor 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 points of the District
- Have five current school district references

Please provide five current school district references:

- A. School District: _____
 Address: _____
 Contact Person: _____
 Telephone Number: _____
 Number of Deliveries per year: _____
- B. School District: _____
 Address: _____
 Contact Person: _____
 Telephone Number: _____
 Number of Deliveries per year: _____
- C. School District: _____
 Address: _____
 Contact Person: _____
 Telephone Number: _____
 Number of Deliveries per year: _____
- D. School District: _____
 Address: _____
 Contact Person: _____
 Telephone Number: _____
 Number of Deliveries per year: _____
- E. School District: _____
 Address: _____
 Contact Person: _____
 Telephone Number: _____
 Number of Deliveries per year: _____

Name of Preparer

Title

Signature of Preparer

Date

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

**RIALTO UNIFIED SCHOOL DISTRICT
FRESH PRODUCE**

PROPOSAL FORM

Proposal Number RFP No. RIAN-2021-2022-003 FRESH PRODUCE

Proposal Closing Date: 9:00 AM on Monday, May 24, 2021

Proposal Closing Site: Rialto Unified School District Child Nutrition

- 1) Pursuant to and in compliance with the Notice Inviting Proposals, Information for Vendors, General Conditions, Proposal Form, Addenda, if any, and other documents relating thereto, the undersigned Vendor, 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) Vendor shall complete and have notarized, the provided Non-Collusion Declaration and include it with proposal response.

Name of Firm _____

Address of Firm (street, city, state) _____

(Name) _____

(Title) _____

of the Vendor, hereby certify under penalty of perjury in accordance with the laws of the State of California, that all the information submitted by the Vendor, in connection with Proposal No. RFP No. Rians-2021-2022-003 Fresh Produce, and all the representations herein made, are true and correct.

Executed this _____ day of _____, 2021,
at (county).

Signature

() _____
Telephone

Date _____

WITNESS my hand and official seal.

Notary Public in and for said State

**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: _____
Signature

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: 151S. Cactus Ave., CA 92376		
Printed Name and Title of Submitting Official:	Signature:	Date:
OR		
Name of Food Service Management or Food Service Consulting Company: (Vendor) _____		
Printed Name and Title: _____	Signature: _____	Date: _____
Name of School Food Authority:	Agreement Number:	

California Department of Education
 Child Nutrition and Food Distribution Division
 Approved by OMB 0348-046

School Nutrition Programs Unit
 April 1998

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: tcartnoC ↑ tnarG ↑ tnemeergA evitarepooC ↑ naoL ↑ eetnarauG naoL ↑ ecnarusnI naoL ↑	2. Status of Federal Action: ↑ Proposal/offer/application Initial award ↑ Post-award	Report Type: gnifilaitnI ↑ etaM ↑rial change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime _____ Subawardee Tier _____, if known Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply): \$ _____ actual planned	12. Type of Payment (check all that apply): <input type="checkbox"/> Retainer <input type="checkbox"/> One-time fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other; specify: _____	
13. Form of Payment (check all that apply): hsaC ↑ nI ↑-kind; specify: _____ erutaN ↑ _____ eulaV ↑		
14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No		

<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: (_____) _____</p> <p>Date: _____</p>
<p>Federal Use Only:</p>	<p>Authorized for local reproduction Standard Form - LLL</p>

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level 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 NO. RIAN-2021-2022-03 FRESH PRODUCE"

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 \$25,000. This form is required each time a proposal for goods/services over \$25,000 is solicited or when renewing/extending an existing contract exceeding \$25,000 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 REVERSE)

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 Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

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

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

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

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

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

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

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

DATE: _____

CONTRACTOR

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.

DATE: _____

CONTRACTOR

By: _____
Signature

Contractor's Certificate Regarding Worker's Compensation

(To be Executed by Vendor and Submitted with Proposal)

Labor Code section 3700 in relevant part provides:

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

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

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

Signature of Authorized Representative

Type Name of Above

Title of Authorized Representative

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

Clean Air and Water Certification

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

Name of Vendor Company

THE VENDOR AGREES AS FOLLOWS:

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

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

Authorized Representative Signature

Title

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 _____

Certification for “Buy American” Provision

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

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

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

Line Item Number:	Description:

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 #30, Page 14 of RFP NO. RIANS-2021-2022-003 FRESH PRODUCE and will provide the requested documentation when offer of awarded item has been made to vendor.

Company _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

(Copy, complete and sign for additional line items)
Buy American Waiver Exception List

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

- b) *Exceptions.* The purchase requirements described in paragraph (a) of this section shall not apply in instances when the recipient agency determines:
- (1) Recipients have unusual or ethnic food preferences which can only be met through purchases of products not produced in the U.S.;
 - (2) the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality;
 - (3) the cost of U.S. produced food products is significantly higher than foreign products.

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

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

(Copy, complete and sign for additional line items)

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification the Proposer is acknowledging the Buy American requirements per Instructions and Information Item #30, Page 14 of RFP NO. RIAN-2021-2022-003 FRESH PRODUCE and will provide the requested documentation when offer of awarded item has been made to vendor.

Company _____

Print Name: _____ Title: _____

Signature: _____ Date: _____