



Pomona Unified School District

800 South Garey Avenue, Pomona, CA 91766

Phone (909) 397-4800 ext. 23900

REQUEST FOR PROPOSALS

RFP NO. 09(22-23) FN

Pomona Unified School District

Distribution of USDA Foods and Commercial Food Products

Issue Date: Monday March 20, 2023

Submit by: Tuesday April 11, 2023

**POMONA UNIFIED SCHOOL DISTRICT
800 South Gary Avenue,
Pomona, California 91766
NOTICE CALLING FOR PROPOSALS
RFP NO. 09(22-23) FN**

NOTICE IS HEREBY GIVEN that the Board of Education of the Pomona Unified School District, Food and Nutrition Services in collaboration with SIXTEEN (16) other participating school districts is issuing a request for proposals (RFP) for:

Distribution of USDA Foods and Commercial Food Products

Proposals will be applicable to the school districts named below, hereinafter referred to as the “Pomona Unified Collaborative /Collaborative/Member Districts.”

School District Participants:

**Pomona Unified School District
Alta Loma School District
Alvord Unified School District
Bonita Unified School District
Chaffey Joint Union High School District
Chino Valley Unified School District
Claremont Unified School District
Colton Joint Union School District
Cucamonga School District
Jurupa Unified School District
Moreno Valley Unified School District
Mountain View School District
Redlands Unified School District
Rialto Unified School District
Riverside Unified School District
Upland Unified School District
Val Verde Unified School District**

Proposals must be delivered in sealed envelopes marked “**Proposal for RFP NO. 09(22-23) FN Distribution of USDA Foods and Commercial Food Products**” to the Food and Nutrition Services Office, 1460 East Holt Avenue, Suite 160, Pomona, CA 91767, up to, but no later than, 10:00 a.m. on Tuesday, April 11, 2023, at which time they will be opened and publicly read. All proposals must be submitted on forms furnished by the District. (The District will accept and not consider the sealed packets late as long as the time stamp at the Reception Desk of the Food and Nutrition Services Office reads 10:00 a.m. The District will consider the sealed packets late once the time stamp reads 10:01 a.m. on Tuesday, April 11, 2023.)

A pre-bid conference will be held on Wednesday, March 29, 2023 10:00 a.m., at the Pomona Unified School District, Food and Nutrition Services Office, 1460 East Holt Avenue, Suite 160, Pomona, CA 91767. All Proposers are highly encouraged to attend. All Proposers will be responsible for obtaining any addendums or revisions to the RFP. It is the Proposer’s responsibility to attend the requested pre-bid conference to ensure accurate Proposal cost(s) and any pertinent information.

The Board of Education of the Pomona Unified School District (“District”) reserves the right to accept or reject any and all proposals or parts thereof, to be the sole judge as to the merits and qualifications of all proposals, to waive

any informality in a proposal, not necessarily accept the lowest proposal of any offered if it is in the best interest of the District/Collaborative. Design, specifications, service, delivery, and quality may be considered in making selections.

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 Pomona Unified School District is not responsible for proposals sent via U.S. Mail, UPS, and Federal Express or by any other delivery service. All proposals are due in the Food and Nutrition Services Office by the posted or advertised closing date and time. It is the Proposers' responsibility to ensure that their Proposal is delivered to the Food and Nutrition Services Office, 1460 East Holt Avenue, Suite 160, Pomona, CA 91767. For Proposers who wish to drop off their Proposals in person on or before the due date, there will be District staff to accept proposals at the Lobby of the Food and Nutrition Services Office from 9:00 A.M. to 3:00 P.M. Local Standard Time (LST) Monday through Friday. (Please refer to time stamp instructions above.)**

If Proposer is submitting its Proposal packet **by mail** (instead of in-person delivery), the sealed packet **must** reference the RFP number and project title AND must be addressed to:

**Pomona Unified School District
Attn: Food and Nutrition Services Department
1460 East Holt Avenue, Suite 160
Pomona, CA 91767**

It is the Proposer's responsibility to ensure that their Proposal packets, if mailed, still arrive at the Food and Nutrition Services Department at least one day prior to the bid deadline.

Any proposals received after the time specified above or after any extensions due to material changes shall be returned unopened.

The District reserves the right to reject any or all proposals, to waive any discrepancy or technicality, and to award the Contract for goods or services to other than the lowest proposal. 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.

Each RFP must conform and be responsive to the contents of the RFP documents. There will be no charge to obtain a RFP package. No partial sets will be available. To obtain an RFP package, please go to the District's web-page at <http://www.pusd.org/go/purchasing>. If you have any questions regarding the number of addenda or encounter problems downloading the RFP, please contact Mina Young at (909) 397-4800, Ext. 23901. All other questions, please use the link in the RFP packet to submit Requests for Information (RFI's). Each Proposal must conform and be responsive to all documents in the RFP.

Ed Govea
Director of Purchasing
Newspaper: Inland Valley Daily Bulletin
District Web-Page: www.pusd.org/go/purchasing
Advertise Dates: March 20, 2023 and March 27, 2023

NOTICE OF INTENT

The Collaborative is seeking proposals from qualified companies to procure and deliver Frozen, Refrigerated, Processed Commodity, and/or commercial Food Products to receiving sites within the Member Districts. **The Proposer must be on the Collaborative approved Distributors list. The Proposer must also have the capability to upload usage data into K12 and Processorlink or otherwise provide an audit trail for commodity tracking. The Contract will be awarded to one (1) Primary Distributor for all Member Districts in the Collaborative.** Each individual Member District will act as the sole judge on whether the contract requirements are met to its District's satisfaction. 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, and shall comply with all applicable federal, state, and local technical, environmental, and performance standards, requirements, and specifications. The Collaborative consists of SEVENTEEN (17) school districts serving more than two hundred eighty thousand (235,000) meals daily. Pomona Unified School District-Food and Nutrition Services Department is the lead agency for this RFP and will respond to any questions and requests for information.

COLLABORATIVE APPROVED DISTRIBUTOR MEMORANDUM OF UNDERSTANDING: Pomona Unified School District is a Member District of the Super Co-Op, A California USDA Foods Cooperative. Successful Proposers under this RFP must complete a Memorandum of Understanding (MOU) for Distribution Services for Delivery of USDA Foods End Products for Collaborative Member Districts in the State of California. The Vendor agrees to fulfill all provisions of that MOU, including but not limited to prompt USDA Foods end product sales reporting; maintain records of inventory, sales, and delivery; clearly state Value Pass Through on delivery invoice; and hold/recall responsibilities.

Vendor agrees to report sales of USDA Foods end products on behalf of the processor on a daily basis to the manufacturer's reporting agency (i.e. ProcessorLink, K-12 Foodservice, etc.) Prompt reporting is imperative to ensure proper draw down of Member District entitlement balance. Vendor is responsible for all costs for transmitting daily sales updates. Value Pass Through method and amounts shall be clearly indicated on all invoices for USDA Foods end products.

SCOPE OF SERVICES:

The selected Vendor will partner with the Collaborative over the term of the Contract resulting from this RFP to procure and deliver frozen, refrigerated, processed USDA Commodity, and/or commercial food products to sites designated within the Member District. The Collaborative is comprised of the following school Districts:

**Pomona Unified School District
Alta Loma School District
Alvord Unified School District
Bonita Unified School District
Chaffey Joint Union High School District
Chino Valley Unified School District
Claremont Unified School District
Colton Joint Union School District
Cucamonga School District
Jurupa Unified School District
Moreno Valley Unified School District
Mountain View School District
Redlands Unified School District
Rialto Unified School District
Riverside Unified School District
Upland Unified School District
Val Verde Unified School District**

DELIVERY DETAILS:

Delivery schedules will be determined by each Member Districts based on their operational needs.

(See appendix for profile information and estimated usage). pg. 38-66. There shall be no minimum delivery required including in dollar amount or case quantities. Deliveries must be made in accordance with the attached delivery schedule unless otherwise agreed upon in writing with Member Districts. Issuing keys for early morning or night deliveries shall be made an option if Member Districts determine it is in the best interest of the Member Districts. The Collaborative reserves the right to purchase more or less than the estimated annual expenditures.

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 Member District unless prior written 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 unaccepted products. A legible delivery receipt 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 ten (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 Contract.

RFP SUBSTITUTIONS: The only time a substitution will be allowed is for case counts changes only. If an item listed for pricing has been discontinued due to a change in case count, please give pricing for the updated manufacturer's order code. Substituted items can be submitted on a separate sheet.

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/Collaborative 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. **“Vendor/Distributor/Seller/Supplier/Contractor/ / to whom a Contract is awarded pursuant to this RFP after submittal of a successful Proposal/Bid.**
- D. **“Member District” refers to an individual member of the Pomona Unified Collaborative**
- E. **“Pomona Unified Collaborative/Collaborative/** refers to the collaborative organization of the seventeen (17) school districts issuing this RFP.
- F. **“Project”** means the Scope of Work for furnishing goods and services as outlined in this RFP.
- G. **“Proposal or Bid”** refers to the documents submitted by a Vendor that addresses the scope and requirements of this RFP.
- H. **Proposer/Bidder”** refers to the person(s)/entity(ies) that submits the Proposal to this RFP.
- I. **“RFP”** refers to this Request for Proposals.
- J. **“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.
- K. **“Responsive Proposal”** refers only to those proposals that comply with all material and administrative aspects of this RFP.
- L. Singular terms shall include the plural and vice versa. A gender reference includes both genders.

Pomona Unified School District-**Document Check-Off Sheet**

- ☐ Evidence of Financial Responsibility-pg.11 #13 (If Requested)
- ☐ Food and Drug Administration Certification meeting FSMA Guidelines-pg.12 #19
- ☐ Copy of Hazard Analysis Critical Control Point Plan (HACCP)-pg.18 #39
- ☐ Food Safety and Security Policy/Plan-pg.18 #39
- ☐ Pest Control Policy/Plan-pg.18 #39
- ☐ Most Recent Health Inspection Report-pg. 18 #40
- ☐ Request for Proposal Signature Page-pg.24
- ☐ Vendor Questionnaire-pg.33-36
- ☐ Proposal Quotation Sheet-pg.37
- ☐ Bid Bond or Cashier's/Certified Check (\$10,000.00)-pg.67 (Checks payable to PUSD)
- ☐ Bid Form-pg. 68-69
- ☐ Vendor Criteria Form-pg.70-71
- ☐ Proposal Form-pg.72
- ☐ Non-Collusion Declaration-pg.73
- ☐ Equal Opportunity Employment-pg.74
- ☐ Certification Regarding Lobbying-pg.75
- ☐ Disclosure of Lobbying Activities-pg.76-78
- ☐ Suspension and Debarment-pg.79-80
- ☐ Iran Contracting Act-pg.81

- ☐ Contractor's Certification – Regarding Drug Free Workplace-pg.82
- ☐ Contractor's Certification – Alcoholic Beverages and Tobacco Free Workplace-pg.83
- ☐ Contractor's Certification – Worker Compensation-pg.84
- ☐ Clean Air and Water Certification-pg.85
- ☐ Fingerprint Clearance Certification-pg.86
- ☐ PRU-21 China Prohibition Certification-pg.87
- ☐ USB Flash Drive with completed Collaborative Worksheet

Please COMPLETE, SIGN & RETURN the foregoing 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

Distribution of USDA Foods and Commercial Food Products**INSTRUCTIONS AND INFORMATION FOR VENDORS**

PARTICIPATING SCHOOL DISTRICTS ON WHOSE BEHALF THESE PROPOSALS ARE SOLICITED:

**Pomona Unified School District
Alta Loma School District
Alvord Unified School District
Bonita Unified School District
Chaffey Joint Union High School District
Chino Valley Unified School District
Claremont Unified School District
Colton Joint Union School District
Cucamonga School District
Jurupa Unified School District
Moreno Valley Unified School District
Mountain View School District
Redlands Unified School District
Rialto Unified School District
Riverside Unified School District
Upland Unified School District
Val Verde Unified School District**

PREPARATION AND SUBMISSION OF PROPOSAL FORM: POMONA UNIFIED SCHOOL DISTRICT on behalf of the Pomona Unified Collaborative representing the above cooperating school districts invites proposals on the forms enclosed to be submitted no later than, **10:00 a.m. on Tuesday, April 11, 2023**. 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 for RFP No. 09(22-23) FN - Distribution of USDA Foods and Commercial Food Products”**. It is the sole responsibility of the Vendor to ensure that the Proposal is received by **10:00 a.m. on Tuesday, April 11, 2023**. 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 **10:00 a.m. on Tuesday, April 11, 2023** at the:
POMONA UNIFIED SCHOOL DISTRICT

Food and Nutrition Services Office, 1460 East Holt Avenue, Suite 160, Pomona, CA 91767

- 2. 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 RFP. 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.
- 3. ERASURES, INCONSISTENT OR ILLEGIBLE BIDS:** The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the Proposal.

In the event of inconsistency between words and figures in the Proposal price, words shall control figures. In the event that the District determines that any Proposal is unintelligible, inconsistent or ambiguous, the District may reject such Proposal as not being responsive to the invitation to bid.

4. **QUESTIONS FROM BIDDERS:** Bidders are asked to defer all questions regarding this RFP until the pre-bid conference. Where questions are known in advance, Bidders must submit these in writing in the form of a request for clarification or request for information at least two (2) days prior to the conference. Each request for clarification or request for information (RFI) shall be submitted using the link below:

<https://forms.gle/gUSUfl2AAid8kEPE7>

All questions or comments regarding this RFP (except to inquire about the number of addenda issued) must be submitted using the link above **no later than 4:00 P.M. on Friday, March 31, 2023**. Names, company names, contact info should be included when submitting questions.

You will receive an email confirmation from Google upon successful submission of Request for Information (RFI). If you encounter problems submitting RFI's using the link, please contact Mina Young at (909)397-4800 ext. 23901.

Pomona 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.

A written response to timely pre-bid clarifications requests which materially affects the Bidder's price will be made via addendum issued by the Pomona Unified School District not less than seventy-two (72) hours prior to proposal due date.

5. **ADDENDA/CLARIFICATIONS:** Answers to questions that cannot be answered by Pomona 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 Pomona 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, who obtained a copy of the RFP directly from Pomona Unified School District. Addenda will be posted on the Purchasing Department web-site (www.pusd.org/go/purchasing). It shall be the responsibility of the Bidder to inquire of Pomona Unified School District as to any addenda issued. This may be done by calling the Director of Purchasing at (909) 397-4800, extension 23900, or via e-mail (eduardo.govea@pusd.org and cc: mina.young@pusd.org) prior to the bid-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.
6. **WITHDRAWAL OF PROPOSAL PRIOR TO PROPOSAL SUBMISSION DEADLINE:** Any Bidders may withdraw his Proposal personally or by written request at any time prior to the scheduled closing time for the receipt of proposals.
7. **INTERPRETATION OF REQUEST FOR PROPOSAL DOCUMENTS:** If any Bidder finds discrepancies in, or omissions from the RFP documents, they may submit to the Food and Nutrition Services Director of the POMONA UNIFIED SCHOOL DISTRICT a written e-mail request for clarification, and the response thereto will be e-mailed to all Bidders. 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 RFP.

8. **SIGNATURE:** The Bid 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 Bid on behalf of the Bidder. All documents identified in the Required RFP Forms Section must be signed in permanent ink. No photocopies of signatures are permitted. All required documents must be signed and submitted with permanent wet ink. The same applies for embossed documents executed by a surety company and/or a corporation. The District requires an embossed original (not photocopies of embossed paperwork). Unsigned responses may be considered non-responsive, thus resulting in rejection of the Bid. Obligations assumed by such signature must be fulfilled. Proposals must be signed with the firm name and by an authorized officer, agent, or employee.
9. **CONTRACT PERIOD:** It is anticipated that the Contract to be awarded for the Project described in the RFP shall be effective July 1, 2023, through June 30, 2024.
10. **PRICES:** Minimum contract terms is twelve (12) months. Quoted prices must stay in effect for twelve (12) months after award of Contract and may be extended upon mutual consent of the Collaborative 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 five percent (5%) per contract term. In the event of a general price decrease, the Collaborative reserves the right to terminate Contract unless the decrease is passed on to the Member Districts.
11. **PRICING:** Pricing for distribution shall be offered in two categories: (1) Processed USDA Foods end products and commercial equivalents, and (2) additional commercial food products (frozen and groceries).
(a) Processed USDA Foods End Products and Commercial Equivalents:

Quote a per case delivered landed cost for all items listed on the Proposal Worksheet. Provide prices for the items only as specified on the Proposal Worksheet. Equal products may be offered that meet the same specifications as those listed.
(b) Commercial Food Products – Frozen and Groceries: Additional commercial food products – frozen and groceries should be quoted as specified on the Proposal Worksheet. Quote a per case delivered cost for all items listed.
(c) Additional Items: Additional items may be added to this Proposal, not to exceed 10% of the value of the award. The District shall contact the successful Vendor for pricing on additional items to be added to the Proposal award at any time during the bid period.
12. **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 Member 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.
13. **EVIDENCE OF FINANCIAL RESPONSIBILITY:** If requested, Proposers shall submit financial evidence showing the Proposer'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.

14. **PROPOSAL DOCUMENT:** All Bidders should fully acquaint themselves with the conditions and terms affecting the performance of the Contract if awarded. The Bidder's submission of a Proposal shall be taken as prima facie evidence of compliance. Proposals should be verified before submission, as they cannot be withdrawn after their opening.
15. **TAXES:** Taxes, whether Local, State, or Federal, shall not be included in the Bid price.
16. **DELIVERY:** All prices shall be quoted FOB destination. Destination shall be to the destination as specified by the school 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.
17. **WARRANTY OF QUALITY:** The Vendor, manufacturer, or his assigned agent shall guarantee the food products against all defects.
- (a) Cases and packaging shall be constructed to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement at no cost to the District.
- (b) All product delivered shall be delivered in fresh form, with adequate shelf life, no less than one month from the date of delivery.
- (c) The District reserves the right to discontinue service of any or all portion of any Contract resulting from this RFP for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet Contract specifications or wholesomeness standards, and to hold the Contractor in default.
18. **INSPECTION OF FACILITIES – EVALUATION:** The Collaborative reserves the right to inspect the facilities of the Bidder prior to award of the Contract. If the Collaborative determines that after such inspection that the Bidder is not capable of performance within the Collaborative's standards, their Proposal will not be considered. The findings and decisions of the Collaborative shall be final.
19. **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.
20. **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.
21. **PRODUCT RECALLS:** If a product recall is instituted on an item that has been furnished and delivered to any Member Districts, Vendor must immediately notify the Food and Nutrition Services Department at each Member District with all pertinent information regarding the recall.
22. **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.

23. TERMINATION OF CONTRACT WITHOUT CAUSE: Member Districts may terminate their individual Contracts 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. Termination of service by one Member District of the Collaborative shall have no effect financial or otherwise on the remaining Member Districts.

24. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The District(s) 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(s) may apply such withheld amount or amounts to the payment of such claims in its discretion.

25. MULTI-YEAR EXTENSIONS: Subject to the provisions of pricing-terms of Contract, and pursuant to Education Code, Section 17596 and 81644, this Proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal school years.

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

- A. The Members of the Pomona Unified Collaborative 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 five percent (5%) per Contract term.

26. 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 Collaborative reserves the right to purchase additional units, at various quantities, under the terms and conditions provided in this RFP.
- F. The Collaborative 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/Collaborative 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.

27. PROPOSAL PROTESTS PROCEDURES:

At the time of the Proposal opening, Proposer may request to see the Designation of Subcontractor list (if applicable). Once the Proposal opening meeting has concluded, Proposal results and other Proposal documents must be requested in writing, via email, to Ed Govea, Director of Purchasing (eduardo.govea@pusd.org).

- 1) **Bid Protest Procedures:** Any Bidder may file a bid protest. Only those Bidders who have actually submitted a Bid on the project shall have the right to file a bid protest. The protest shall be received in writing by the District's Purchasing Director no later than 5:00 p.m. at the conclusion of the third (3rd) business day following the date of the Bid 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, 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 Assistant Superintendent, Chief Business Officer, 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:

Pomona Unified School District
Business Department
800 South Garey Avenue
Pomona, CA 91766

- 1) **Appeal Review and Finality:** The Assistant Superintendent, Chief Business Officer, or their designee shall review the Decision on the bid protest from the Purchasing Director 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 Assistant Superintendent, Chief Business Officer 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.
- 2) **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.

- 3) **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.

28. GENERAL INSTRUCTIONS – RFP NO. 09(22-23) FN: Proposals are requested for furnishing the Collaborative Frozen, Refrigerated, Commodity and Processed Commodity and/or commercial Food Products for the period of July 1, 2023 through June 30, 2024. Each Member District reserves the right to determine purchase amount based on the Member 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. Bidders 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 Bidders, the name and RFP number, submission due date, and time. It is the sole responsibility of the Bidders to see that their Proposal is received in time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the Bidders unopened. No oral or telephonic modification of any proposal submitted will be considered.

29. LIMITATIONS: The Collaborative 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 Collaborative reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the Collaborative. The Collaborative may take into account the performance of the Bidder with respect to any recent contract(s) with other school districts. The Collaborative, 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 Collaborative. This RFP is not an offer by the Collaborative to contract with any party responding to this RFP. The Collaborative makes no guarantee that participation in the RFP process will lead to an award of Contract, or any consideration whatsoever. The Collaborative 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 Collaborative.

30. PROVISION BUY AMERICAN: This Certification is required for all items domestically grown and processed in the United States which exceeds fifty-one (51%) 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. Please list on spreadsheet on the line items Proposer Bid where the nutrition label includes Domestic product 51% also include the country of origin and country processed if product is forty-nine percent (49%) or less processed in America. 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 fifty percent (50%) 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 Collaborative 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

it. Upon submission of Proposal, Bidder will be required to provide certification of the origin of food products. **IF REQUESTED please indicate % American content for each food component submitted on the pricing spreadsheet, and list the country of origin in the section provided. In addition, Vendor may be required to provide or fill out an additional certification paper for each awarded domestic line item stating the following: "We require bidders to certify that (insert product name) was processed in the U.S. and contains over (insert % of weight or volume) of its agricultural food component from the U.S.,"** This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Upon offer to award, line item failure to certify such items may disqualify award of such line item.

- 31. 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 Collaborative, Districts, Board of Trustees, selection members, other than the named contacts herein. Any such contact shall be grounds for disqualification of the entity submitting a response.
- 32. Executive Order N-6-22 – Russia Sanctions:** Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Vendor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Contract. The District shall provide Vendor advance written notice of such termination, allowing Vendor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the District.
- 33. Raw/Processed Poultry Prohibition:** SP 11 CACFP 10 SFSP 06-2021: Consolidated Appropriations Act, 2021: Effect on child Nutrition Programs-Prohibits all purchases of raw or processed poultry imported from the Peoples Republic of China (no exceptions). In Section 764, of Division A of the Appropriations Act, Congress provides that funds made available by the Appropriations Act cannot be used to procure raw or processed poultry products imported into the United States from the People's Republic of China for use in the child nutrition programs. Child nutrition program operators that program funds may not be used to procure raw or processed poultry products from the People's Republic of China. Vendors shall comply with applicable law.
- 34. SB 490 Guidelines:** In adherence of SB 490 only the purchase of a product grown, packed, or processed domestically is authorized unless any of the following applies:
1. The bid or price of the nondomestic agricultural food product is more than twenty-five percent (25%) lower than the bid or price of the domestic agricultural food product.
 2. The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non-domestically.
 3. The agricultural food product is not produced or manufactured domestically insufficient and reasonably available quantities of a satisfactory quality to meet the needs of the public institution.
- An "Agricultural food product" means a fresh or processed product, including fruits, nuts, vegetables, herbs, mushrooms, dairy, shell eggs, honey, grains, livestock meats, poultry meats, and fish, including shellfish.**
- 35. 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. Vendors shall comply with applicable law.

- 36. ORDER CONDITIONS/DELIVERY MINIMUMS:** The Member Districts 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 Contract expires or is terminated. The Collaborative does not guarantee orders in these amounts, nor shall orders be limited to these specific figures. This is an indefinite-quantity Bid; 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 Collaborative 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 Collaborative from making an incidental purchase from another supplier for the same services listed herein.

- 37. 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 Member Districts. 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 Member Districts need to purchase goods not included in the existing Contract. Such purchases will be made by the individual Member District using applicable procurement methods such as micro purchases, small purchase procedures, sealed bids, 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. This will be the first and only method of purchases during the contracted year exercised by the Member Districts. Upon a renewal, then the above ten percent (10%) option will be exercised.

Note: 2CFR § 200.320(c) will be activated for the following instances:

There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
- (2) The item is available only from a single source;
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
- (5) After solicitation of a number of sources, competition is determined inadequate.

- 38. 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.

39. **PRODUCT QUALITY CONTROL:** The Collaborative reserves the right to discontinue service of all or any portion of any Contract resulting from this RFP for any reason determined by the Collaborative 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)**
40. **HEALTH INSPECTION:** The Vendor must include a copy of the most recent Environmental Health Official Inspection Report of all operating facilities with the bid package.
41. **INFERIOR PRODUCT:** The Distributor agrees to permit inspection of the delivered items by a representative of the Member District with the right of rejection of inferior or otherwise unacceptable merchandise. The decision of the Member District shall be final.
42. **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 Member District for product or freight.
43. **NUTRITIONAL INFORMATION AND LABELING:** In order to accommodate the computerized menu system utilized by the Collaborative, the successful Distributor shall be required to provide a complete and current nutrient analysis and ingredient statement of awarded products, as requested by the Member District. The nutrient information may be obtained from an independent laboratory and/or the manufacturer, and must meet food labeling requirements under the Federal Food, Drug and Cosmetic Act and its amendments. 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).
<https://www.fda.gov/food/food-labeling-nutrition>
44. **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 Member District whenever there is a product/ingredient change in any

item provided to the Member District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Member District's Food Services Department.

- 45. 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 Member District unless prior approval has been received to deliver alternate products. The Member District will not allow substitutions without prior written 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 Member District shall be notified at least ten (10) days in advance. The Member 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 Member District. If, as a result of failure to deliver specified product in a timely manner, and the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the Member 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 sixty (60) days of written request by the District.
- 46. DELIVERIES:** The successful Distributor will make delivery time options available for each site within the Member District to approve. The individual Member Districts 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 Member District, timely delivery of all orders is expected. The Member District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is so 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 Member 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. The Member District may refuse unscheduled deliveries at the Vendor's expense. Frequent occurrences of late or missed deliveries may result in cancellation of the Contract. The Distributor must guarantee a ninety-five percent (95%) fill rate for all Member District orders. For any Member District order, if the Distributor is unable to perform under the terms of the Contract, or if it fails to deliver any items ordered within the prescribed timelines, the Member 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 Member District pays on the open market.
- 47. 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 fifth (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 forty-five (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.

- 48. RIGHT TO AUDIT:** The Distributor shall submit to third party audits and/or inspections initiated by the Collaborative 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.
- 49. SAFETY AND SECURITY:** The Distributor shall comply with all Member Districts' 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 Member District.
- 50. 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.
- 51. NON-DISCRIMINATION:** It is the policy of the Collaborative 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, medical condition, or other protected classes. 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.
- 52. HOLD-HARMLESS CLAUSE:** To the fullest extent permitted by law, the Distributor agrees to indemnify, defend and hold the Collaborative 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 Distributor's 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 any person, firm, or corporation including the Member District, arising out of, or in any way connected with the Distributor's work under this Proposal, including injury or damage either on or off the property of the Member District's property; but not for any loss, injury, death, or damages caused by the sole or active negligence or willful misconduct of the Member District. The Distributor, at the Distributor's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Collaborative and its Member Districts, their officers, agents, or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Collaborative and its Member District, its officers, agents, or employees in any action, suit or other proceedings as a result thereof.

- 53. ATTORNEYS' FEES:** In the event of any dispute between the Collaborative and/or Member 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.
- 54. PROCESSING REGULATIONS:** Vendor assumes complete liability of delivered food items until the Member District takes delivery, acceptance, and has signed for the product. At that time the liability is transferred to the Member District. Until that point has been reached the Vendor assumes complete liability financially and otherwise for said items. Vendor must have monthly end product sales reporting capabilities with adequate frequency. Vendor must have in place a Value Pass Through (VPT) system with assurance that crediting will be in accordance with 7 CFR 250.36. Please refer to 7 CFR 250.31 if further information is needed.
- 55. RIGHT TO INVENTIONS:** The Member District(s) retains any rights for product specifications that may be developed by the Member District(s) and used by the Vendor in execution of this Contract according to 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. **PROPOSAL FORMAT AND REQUIRED INFORMATION:** Bidders responding to this RFP must follow the format in the section of Required RFP Documents. Bidder 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. The District also requires that the “Collaborative Worksheet” Excel document be completed and submitted via USB Flash Drive as part of the proposal packet, in addition to a paper copy. Should discrepancies exist between the electronic and paper copy of the Excel document, the paper copy shall govern. If Bidder responding to this RFP fails to provide any of the required RFP documents and electronic files on a USD Flash Drive, the submission may be deemed non-responsive. Bidders 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 Bidder 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 Bidder unopened. No oral or telephonic modification of any proposal submitted will be considered. Bidder 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 Collaborative, 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 Bidder. No corrections can be made after the time stated for receiving Proposals.
 - 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 Proposer, the name and RFP number, submission due date, and time. It is the sole responsibility of the Proposer 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 Proposer unopened. No oral, facsimile, electronic, or telephonic modification of any proposal submitted will be considered.
 - d. Proposers 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 Proposer fails to answer every question on the above-mentioned documents.
2. **AWARD:** The Collaborative reserves the right to reject any and all proposals without explanation or recourse and to negotiate with the companies submitting a proposal. The Collaborative further reserves the right to contract the work with whomever and in whatever manner the Collaborative decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the Member 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 (“Committee”) consisting of representatives of the Member Districts will score the proposals based on the evaluation criteria. If

interviews are deemed necessary to be conducted, no more than the top four (4) responsive Bidders shall be invited for an interview;

- b. The Committee may investigate the qualifications of any Bidder under consideration, require confirmation of information furnished by a Bidder, 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 Bidder.
- c. The Committee will make a recommendation to the Collaborative.
- d. The Committee 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 the Pomona Unified School District Board of Education in a timely manner.

Pomona Unified School District
800 South Garey Avenue, Pomona, CA, 91766

Distribution of USDA Foods and Commercial Food Products - RFP NO. 09(22-23) FN

Request for Proposal Signature Page

This Request for Proposal (RFP) is for delivery of Frozen, Refrigerated, Commodity and Processed Commodity, and/or commercial Food Products for Member Districts of the Pomona Unified Collaborative.

Before bidding, please read the Instructions, Required Bid Documents, and Contract, 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. Bids must reach the Pomona Unified School District Purchasing Department, 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 CONTRACT:** The Collaborative reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any Proposals, 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 Collaborative 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 Member District's specifications and not necessarily accept the lowest price offered.

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

The Collaborative 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 Member Districts 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 Member Districts, commencing from proposal award (July 1, 2023 through June 30, 2024). Each Member District will place their own orders. Ordering and lead time procedures will be mutually agreed upon between Bidder and Member District, but not to exceed ten (10) days.
3. **ITEM SUSTITUTIONS:** The only time a substitution will be allowed without prior written approval is for case counts changes only. If an item listed for pricing has been discontinued due to a change in case count, please give pricing for the updated manufacturer's order code. Substituted items can be submitted on a separate sheet.
4. **SUBSTITUTIONS:** Substitutions for awarded items must be pre-approved in writing by the receiving Member District and delivered at or below awarded price. Items must be of same or better quality and meet reimbursable meal requirements. Additional costs, if any, will be covered by the Distributor with no costs being passed along to the receiving Member District. Proper nutritional documentation, (i.e. Product Specifications and Product Formulation Statements) will also be provided before or when substituted item is delivered.
5. **ORDER LIABILITY:** Any costs incurred by an order issued against this Contract shall be the sole responsibility of the participating Member District placing the order.
6. **DISCOUNTS :** The Vendor must identify the amount of each discount, rebate, and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.
7. **INVOICES:** Invoices shall be submitted in triplicate to the Member 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. If requested by the Member District, invoice should show delivery fee as a separate cost item on all invoices.

8. **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 Los Angeles County.
9. **INSURANCE:** Without limiting Vendor's indemnification of the Collaborative, and its Member Districts, 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 Member District and evidence of such program(s) satisfactory to each Member District shall be delivered to Member District on or before the effective date of Contract. Such evidence shall specifically identify the Contract and shall contain express conditions that Member 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 Member Districts, and shall name each individual Member District as an individual issuer, and shall include but not be limited to:

1) Comprehensive General Liability Insurance

Endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of two million dollars (\$2,000,000.00) per occurrence/four million dollars (\$4,000,000.00) aggregate.

2) Comprehensive Automobile Liability

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

B) Worker's Compensation

A program of 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 Member District with a certificate evidencing insured and specifying that coverage shall not be canceled or modified without thirty (30) days' prior notice.

10. **CAL-OSHA:** The Vendor certifies by delivery that all items furnished under this Contract meet or exceed applicable CAL-OSHA Codes.
11. **DEFAULT:** Any Member District may, by written notice of default to the Vendor, terminate the whole or any part of their order under this Contract if:
- A. The Vendor fails to make delivery within the time specified herein.
- OR**
- B. The products received are of inferior quality and not the same as specified or shown at the sampling. These items shall be returned at the Vendor's cost. Vendor shall arrange for pick up after written notification by the Member District. Vendor shall be responsible for cost of replacement if Member District deems it necessary to procure suitable substitute items from supplier other than original Vendor. Member District 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 Member Districts reserve the right to purchase the items herein specified from another source, 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 Member District shall be considered the prevailing market price at the time such purchase is made. In the event that any of the Member 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 Member Districts for any additional costs for such similar supplies or services.

DETERMINATION OF APPLICABILITY OF EMPLOYEE FINGERPRINT REQUIREMENTS OF CONTRACTORS AND INDEPENDENT CONTRACT CONSULTANTS:**Background**

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

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

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

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 Member 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 Member District unless and until such time as an incident involving Supplier employee(s) making deliveries to the Member District’s sites have been cleared by the California Department of Justice regarding background check.

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

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 Member 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.)** It is the Bidder's responsibility to confirm and meet individual Participating School Districts performance bond requirements in order to be awarded the Contract.

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 RFP, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the Contract 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 the law.**16. INDEPENDENT CONTRACTORS:** While providing the items included herein, the Vendor is an independent contractor and not officer, employee, or agent of any Member 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 CONTRACT:** No Contract awarded under this Proposal shall be assigned without the prior written approval of the Member Districts.**19. LIABILITY/COPYRIGHT:** The Bidder shall hold all Member 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 Contract.**20. DELIVERY FREQUENCY:** All prices shall be quoted FOB destination. Destination shall be the individual Member 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 Member Districts for the proposal period. The Member Districts reserve the right to purchase more or less of the units specified. Each Member District will order in quantities best suited to their needs and storage facilities. Proposal prices shall be firm for all Member Districts and shall not increase or include shipping or any additional handling fees for Member Districts ordering in small quantities.
22. **CERTIFICATIONS:** The Proposer must complete and submit with the Proposal, the following 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.
 - 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.
 - e. **Energy Policy and Conservation Act:** <http://legcounsel.house.gov/Comps/EPCA.pdf>. the Vendor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.
 - f. **Contract Work Hours and Safety Standards Act Compliance:** <http://www.dol.gov/compliance/laws/comp-cwhssa.htm> . In performance of this Contract, the Vendor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.
 - g. **Iran Contracting Act**

- h. Drug Free Workplace Certification**
- i. Alcoholic Beverages and Tobacco Free Workplace Certification**
- j. Worker Compensation Certification**
- k. Clean Air and Water Certification**
- l. Fingerprint Clearance Certification**
- m. China Prohibition Certification**

EVALUATION AND AWARD

TECHNICAL AND PRICE EVALUATION FOR RESPONSIVE PROPOSALS

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 Collaborative. 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 Collaborative encourages minority, women and disabled veteran owned business enterprises to participate in the Pomona Unified and Collaborative RFP based upon their capacity to perform and be successful. (proof must be provided to obtain these points).
2. **CUSTOMER SERVICE AND REFERENCES:** (25 points) Bidders 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) Bidders 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) Bidders 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) Bidders 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.

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

Each Proposal will be evaluated based on criteria and priorities defined by the Collaborative with specific attention to those features, functional, and technical aspects noted for each section. The Collaborative's evaluation panel will award a Contract based on the Bidder submission that best meets the needs of the Member Districts with regard to the RFP specifications contained herein. Presentations/Interviews (if needed) may be requested by the evaluation panel. Bidders are advised that award may be made without interviews or further discussion. If presentations/interviews are needed, bidders will receive notification to interview with evaluation panel.

1. **GEOGRAPHIC PREFERENCES:** Pomona Unified School District and the Collaborative 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). Pomona Unified School District officers, Collaborative Members, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from Contractors or parties to subcontracts. Pomona Unified School District and individual Member Districts 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. Pomona Unified Collaborative 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 Collaborative 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 Member Districts. 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 Collaborative 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 Member Districts to do so. MWDVBE must submit documentation of qualification as outlined in Public Contract Code (PCC) Division 2., Part 1., Chapter 2., **Responsive Bidders**.
6. **AWARD OF CONTRACT:** In accordance with applicable laws, rules, and regulations for public procurement, any award(s) will be made to the Responsible Bidders(s) whose Proposal(s) is/are determined to be the Best Value to the Member Districts.
7. **FORMATION OF CONTRACT:** A signed and submitted Proposal constitutes an offer to contract with the Pomona Unified Collaborative 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 Pomona Unified School District after approval by the Pomona Unified School District Board of Trustees. **No Vendor shall obtain any interests or rights in any award until the individual Member Districts participating issue Purchase Orders in the name of the Vendor(s).** Pomona Unified School District does not sign Vendor contract forms. In the event that Pomona 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.

BIDDER QUESTIONNAIRE

Pomona Unified Collaborative Request for Proposal RFP NO. 09(22-23) FN

No proposals shall receive consideration by the Collaborative unless responses are completed for every question in the worksheet. All Member Districts of the Collaborative have a price agreement under Collaborative with Manufacturers.

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. Is your storage facility approved by the California Department of Education Food Distribution Division to receive, store, handle, and distribute Processed USDA Foods?

YES _____ NO _____ (B)
2. Please fully explain your procedure for calculating the delivery price per case to the District(s). (A)
3. Will you be able to meet the specified delivery days and hours? If not, attached proposed delivery schedule for each district. (B)
4. How do you plan to work with the Member District to set up a delivery schedule? (B)
5. How many deliveries per week will you provide? (B)
6. How many delivery trucks do you have? How many have lift gates? (B)
7. What is your procedure for notifying customers of shortages and/or substitutions? (B)
8. What is your procedure for notifying customers of a product recall? (B)

9. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last twenty-four (24) months? If so, please explain. (C)
10. Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 24 months? If so, explain. (D)
11. What is the lead time you require for orders that ensures a ninety-five percent (95%) fill rate? (B)
12. 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)
13. How will emergency deliveries (deliveries not on a schedule date) be handled? (B)
14. How late can add-ons be added to next day deliveries? Is there a limit on the number of cases that can be added? (B)
15. Please describe the reports that you make available to your customers (i.e. monthly usage, date analysis, business intelligence, etc.) How are customers able to access reports? (C)
16. Describe your USDA Foods tracking abilities in detail. (C)
17. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? (B)
18. What is your procedure to bring in new products for district(s)? (C)
19. Do you offer a percentage discount for early payment? If yes, please state terms for the discounts. (A)

20. What Value Pass Through methods do you utilize? Rebate, Fee for Service, Modified Fee for Service, Net Off Invoice, other. Please explain. (A)
21. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability? (D)
22. Will combination refrigerated/freezer trucks be used to deliver frozen and refrigerated items at the same time? YES _____ NO _____ (B)
23. Do all of your trucks that you will use for deliveries have lift gates? YES _____ NO _____ (B)
24. Can you accommodate if lift gates are needed for deliveries? YES _____ NO _____ (B)
25. Has your firm provided economic opportunity for the counties of Los Angeles/San Bernardino/Riverside residents and businesses? If so, please explain. (D)
26. Describe your USDA Food tracking and reporting abilities in detail. (B)
27. Price per case for pick up by Member District, other commercial distributor, or food processor at Distributor's facility: \$ _____ (A)
28. List additional charges and/or discounts (put N/A if none): (A) _____
29. Outline any discount terms or payment options available: (B)

- 30.** Do you have an online system for ordering and tracking USDA Foods? Please explain in detail and be prepared to demonstrate. (B)

- 31.** Explain your company's experience handling USDA foods "Brown Box." (B)

- 32.** What is the price per unit per month for extended storage? (Fees for extended storage shall be in addition to the per case fees quoted in items 1, 2, and 3). NOTE: please include the unit (case or pound) for the quotation. If storage price is quoted per case, the cost will be evaluated at 40 pounds per case. (A)

Frozen \$ _____ Refrigerated \$ _____ Dry \$ _____

Firm Title _____ Signature _____

Phone#: _____ Name (Printed) _____

Fax#: _____ E-Mail address _____

APPENDIX

PROPOSAL WORKSHEET

For USDA Foods and products and commercial equivalent food products quote only a Landed Cost per case for products listed in the APPENDIX. Please quote a Landed Cost per case per number of stops per Member District as indicated by the items listed in the attachment.

PLEASE SEE ATTACHED corresponding Excel Spread Sheet for items.

Submitted by: _____ Title: _____

Signature: _____ Date: _____

1. Pomona Unified School District

Zip Code(s) of delivery site(s):	91765, 91766, 91767, 91768
2022/2023 Total Breakfast Meals Served	1,309,989
2022/2023 Total Lunch Meals Served	3,267,002
2022/2023 Breakfast Average Daily Participation	4,000
2022/2023 Lunch Average Daily Participation	13,000
Use a Cycle Menu?	YES
Number of Delivery Sites	12
Preferred Days of Delivery	Warehouse T/TH Schools M/W
Preferred Time of Delivery	Warehouse AM Schools Night Drop

2. Alta Loma School District

Zip Code(s) of delivery site(s):	91701, 91737
2022/2023 Total Breakfast Meals Served	147,340
2022/2023 Total Lunch Meals Served	584,296
2022/2023 Breakfast Average Daily Participation	1007
2022/2023 Lunch Average Daily Participation	3497
Use a Cycle Menu?	YES-6wk elem, 2wk jr high
Number of Delivery Sites	9
Preferred Days of Delivery	Thursdays
Preferred Time of Delivery	6-9 a.m.

3. Alvord Unified School District

Zip Code(s) of delivery site(s):	92503, 92505, 92504
2022/2023 Total Breakfast Meals Served	805,826
2022/2023 Total Lunch Meals Served	2,239,931
2022/2023 Breakfast Average Daily Participation	4,000
2022/2023 Lunch Average Daily Participation	9,500
Use a Cycle Menu?	YES
Number of Delivery Sites	8
Preferred Days of Delivery	Tuesday or Thursday
Preferred Time of Delivery	Between 6a.m.-11:00a.m.

4. Bonita Unified School District

Zip Code(s) of delivery site(s):	91773, 91750
2022/2023 Total Breakfast Meals Served	205,000
2022/2023 Total Lunch Meals Served	554,000
2022/2023 Breakfast Average Daily Participation	1,200
2022/2023 Lunch Average Daily Participation	3,400
Use a Cycle Menu?	YES
Number of Delivery Sites	5
Preferred Days of Delivery	Wednesdays
Preferred Time of Delivery	7am-10am

5. Chaffey Joint Union High School District

Zip Code(s) of delivery site(s):	91701,91737,91739,91761,91762, 91763 & 64
2022/2023 Total Breakfast Meals Served	575,543
2022/2023 Total Lunch Meals Served	1,853,282
2022/2023 Breakfast Average Daily Participation	3,197
2022/2023 Lunch Average Daily Participation	10,296
Use a Cycle Menu?	YES
Number of Delivery Sites	9
Preferred Days of Delivery	FRIDAY
Preferred Time of Delivery	6-10:00am (Sites) 7:30-10:00am (Warehouse)

6. Chino Valley Unified School District

Zip Code(s) of delivery site(s):	91709, 91710, 91761
2022/2023 Total Breakfast Meals Served	533,635
2022/2023 Total Lunch Meals Served	1,976,370
2022/2023 Breakfast Average Daily Participation	3,000
2022/2023 Lunch Average Daily Participation	11,000
Use a Cycle Menu?	4 Week Cycle
Number of Delivery Sites	9
Preferred Days of Delivery	Mondays, Wednesdays, and Fridays
Preferred Time of Delivery	6-9am-sites & 8-11am-Warehouse

7. Claremont Unified School District

Zip Code(s) of delivery site(s):	91711
2022/2023 Total Breakfast Meals Served	25,000
2022/2023 Total Lunch Meals Served	80,000
2022/2023 Breakfast Average Daily Participation	750
2022/2023 Lunch Average Daily Participation	2,700
Use a Cycle Menu?	YES
Number of Delivery Sites	3
Preferred Days of Delivery	Monday/Thursday
Preferred Time of Delivery	6:00 – 10:00 A.M.

8. Colton Joint Union School District

Zip Code(s) of delivery site(s):	92324, 92313, 92316
2022/2023 Total Breakfast Meals Served	801,900
2022/2023 Total Lunch Meals Served	2,400,000
2022/2023 Breakfast Average Daily Participation	4,455
2022/2023 Lunch Average Daily Participation	13,300
Use a Cycle Menu?	YES
Number of Delivery Sites	8
Preferred Days of Delivery	Tuesday thru Friday
Preferred Time of Delivery	6:30-9:30 A.M.

9. Cucamonga School District

Zip Code(s) of delivery site(s):	91730, 91764
2022/2023 Total Breakfast Meals Served	77,475
2022/2023 Total Lunch Meals Served	294,205
2022/2023 Breakfast Average Daily Participation	432
2022/2023 Lunch Average Daily Participation	1,650
Use a Cycle Menu?	YES
Number of Delivery Sites	4
Preferred Days of Delivery	Wednesday/Friday
Preferred Time of Delivery	AM-11 AM

10. Jurupa Unified School District

Zip Code(s) of delivery site(s):	91752
2022/2023 Total Breakfast Meals Served	418,872
2022/2023 Total Lunch Meals Served	1,718,068
2022/2023 Breakfast Average Daily Participation	2,314
2022/2023 Lunch Average Daily Participation	9,492
Use a Cycle Menu?	YES
Number of Delivery Sites	1
Preferred Days of Delivery	Tues/Thurs
Preferred Time of Delivery	AM

11. Moreno Valley Unified School District

Zip Code(s) of delivery site(s):	92553
2022/2023 Total Breakfast Meals Served	1,666,919
2022/2023 Total Lunch Meals Served	3,766,727
2022/2023 Breakfast Average Daily Participation	9,261
2022/2023 Lunch Average Daily Participation	20,926
Use a Cycle Menu?	YES
Number of Delivery Sites	13
Preferred Days of Delivery	Tuesday/Thursday
Preferred Time of Delivery	Morning

12. Mountain View School District

Zip Code(s) of delivery site(s):	91761
2022/2023 Total Breakfast Meals Served	92,655
2022/2023 Total Lunch Meals Served	256,898
2022/2023 Breakfast Average Daily Participation	452
2022/2023 Lunch Average Daily Participation	1,367
Use a Cycle Menu?	YES
Number of Delivery Sites	1
Preferred Days of Delivery	Monday
Preferred Time of Delivery	5:30AM, no night drops

13. Redlands Unified School District

Zip Code(s) of delivery site(s):	92373-92374-92346
2022/2023 Total Breakfast Meals Served	483,744
2022/2023 Total Lunch Meals Served	1,667,512
2022/2023 Breakfast Average Daily Participation	2,827
2022/2023 Lunch Average Daily Participation	9,882
Use a Cycle Menu?	YES
Number of Delivery Sites	8
Preferred Days of Delivery	Tuesday/Thursday
Preferred Time of Delivery	Night drops

14. Rialto Unified School District

Zip Code(s) of delivery site(s):	92376 & 92377
2022/2023 Total Breakfast Meals Served	1,625,780
2022/2023 Total Lunch Meals Served	3,600,000
2022/2023 Breakfast Average Daily Participation	9,000
2022/2023 Lunch Average Daily Participation	20,000
Use a Cycle Menu?	YES
Number of Delivery Sites	11
Preferred Days of Delivery	Monday thru Friday
Preferred Time of Delivery	6:30 to 10:30 AM

15. Riverside Unified School District

Zip Code(s) of delivery site(s):	92503, 92504, 92506, 92507, 92508
2022/2023 Total Breakfast Meals Served	1,833,149
2022/2023 Total Lunch Meals Served	4,332,008
2022/2023 Breakfast Average Daily Participation	10,017
2022/2023 Lunch Average Daily Participation	23,672
Use a Cycle Menu?	NO
Number of Delivery Sites	13
Preferred Days of Delivery	Tuesdays & Thursdays or as needed
Preferred Time of Delivery	6 am – 10 am

16. Upland Unified School District

Zip Code(s) of delivery site(s):	91784, 91786
2022/2023 Total Breakfast Meals Served	306,324
2022/2023 Total Lunch Meals Served	870,581
2022/2023 Breakfast Average Daily Participation	1,702
2022/2023 Lunch Average Daily Participation	4,837
Use a Cycle Menu?	YES
Number of Delivery Sites	4
Preferred Days of Delivery	Monday, Wednesday
Preferred Time of Delivery	Night drops

17. Val Verde Unified School District

Zip Code(s) of delivery site(s):	92570, 92571, 92551, 92555
2022/2023 Total Breakfast Meals Served	915,000
2022/2023 Total Lunch/Meals Served	2,300,000
2022/2023 Total Supper Meals Served	155,000
2022/2023 Total Snacks Served	190,000
2022/2023 Breakfast Average Daily Participation	5,100
2022/2023 Lunch/Sup Avg Daily Participation	13,000
Use a Cycle Menu?	YES
Number of Delivery Sites	23 sites/ 27 delivers per week
Preferred Days of Delivery	Monday - Friday
Preferred Time of Delivery	After 6:30 AM, before 1:00 PM

Below is the list of Member Districts and the number of delivery locations required and the frequency per week/month. Delivery locations and frequency are subject to change based on individual District needs.

Pomona Unified School District Collaborative

Proposal RFP NO. 09(22-23) FN Distribution of USDA Foods and Commercial Food Products For SY 2023-2024

Member District Information Sheet

School District Name	Pomona Unified School District
Complete Mailing Address	1460 East Holt Avenue, Suite 160, Pomona, CA 91767
Nutrition Services Director Name	Daryl Hickey
Email	Daryl.Hickey@pusd.org
Phone	909-397-4711 ext. 21100
Purchasing Agent Name	Cindy Hernandez
Email	Cynthia.Hernandez@pusd.org
Phone	909-397-4711 ext. 21126
Accounts Payable Name	Johanna Gomez
Complete Address	1460 East Holt Avenue, Suite 160, Pomona, CA 91767
Email	Johanna.Gomez@pusd.org
Phone	909-397-4711 ext. 21125
Estimated Annual Purchases for the 2023-2024 SY Under this RFP	\$4,007,702.00

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week	Delivery Times	Special Information
District Warehouse 800 South Garey Ave. Pomona, CA 91766	Cindy Hernandez 909-397-4711 ext. 21126	2	6am-9am	
Diamond Ranch High School 100 Diamond Ranch Drive Pomona, CA 91766	Martha Elias 909-397-4711 Ext. 32021	2	Night Drop	
Emerson Middle School 635 Lincoln Avenue Pomona, CA 91767	Rachel Cuevas 909-397-5021	2	Night Drop	
Fremont Middle School 725 West Franklin Avenue Pomona, CA 91766	Gabby Nuno 909-397-5014	2	Night Drop	
Ganesha High School 1151 Fairplex Drive Pomona, CA 91768	Emelda Aldrete 909-397-5002	2	Night Drop	
Garey High School 321 West Lexington Avenue Pomona, CA 91766	Isabel Diaz 909-397-5041	2	Night Drop	

Lorbeer Middle School 501 Diamond Bar Blvd Diamond Bar, CA 91765	Peggy Gonzales 909-397-5016	2	Night Drop	
Marshall Middle School 1921 Arroyo Avenue Pomona, CA 91768	N/A 909-397-5011	2	Night Drop	
Pomona High School 475 Bangor Street Pomona, CA 91767	Connie Ramirez 909-397-5003	2	Night Drop	
Simons Middle School 900 East Franklin Avenue Pomona, CA 91766	Christina Hernandez 909-397-5019	2	Night Drop	
Village Academy 1444 East Holt Avenue Pomona, CA 91767	Elizabeth Garcia 909-397-5025	2	Night Drop	

School District Name	Alta Loma School District
Complete Mailing Address	9390 Base Line Rd, Alta Loma, CA 91701
Nutrition Services Director Name	Heather Sloan
Email	hsloan@alsd.org
Phone	909-484-5151 ext. 102080
Purchasing Agent Name	Kristen Copper
Email	kcooper@alsd.org
Phone	909-484-5151 ext. 102072
Accounts Payable Name	Luz Castaneda
Complete Address	9390 Base Line Rd, Alta Loma, CA 91701
Email	lcastaneda@alsd.org
Phone	909-484-5151 ext. 102076
Estimated Annual Purchases for the 2023-2024 SY Under this RFP	\$685,000

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week	Delivery Times	Special Information
Carnelian Elementary School 7105 Carnelian St. Alta Loma, CA 91701	Jaimi Park 909-484-5151 ext. 102072	1	5:30am-9am	No dock, lift gate required.
Stork Elementary School 5646 Jasper St. Alta Loma, CA 91701	Anne Nightlinger 909-484-5151 ext. 102072	1	5:30am-9am	No dock, lift gate required.
Alta Loma Junior High 9000 Lemon Ave Alta Loma, CA 91701	Denice Merha 909-484-5151 ext. 218888	1	5:30am-9am	Food is delivered to junior highs first, then our staff further move to non-delivery sites. No dock. Lift gate required
Vineyard Junior High 6440 Mayberry Alta Loma, CA 91737	Donna Kottenmayer 909-484-5151 ext. 228888	1	6am-9am	Food is delivered to junior highs first, then our staff further move to non-delivery sites. No dock. Lift gate required.
Banyan Elementary 10900 Mirador Dr. Alta Loma, CA 91737	Sandra DeVerna 909-484-5151 ext. 102072	1	6am-9am	No dock, lift gate required.
District Warehouse 9390 Base Line Rd Bldg B Alta Loma, CA 91701	Rishi Sahabdoool 909-484-5151 ext. 102072	1	7am-2:30pm	Warehouse has floating dock. Lift gate not required.
Alta Loma Elementary 7085 Amethyst Ave Alta Loma, CA 91701	Angelina Morrison 909-484-5151 ext. 102072	1	6am-9am	No dock, lift gate required.
Deer Canyon Elementary 10225 Hamilton St Alta Loma, CA 91701	Pat Breicha 909-484-5151 ext. 102072	1	6am-9am	No dock, lift gate required.

Victoria Groves School 10950 Emerson St. Alta Loma, CA 91701	Teresa Gutierrez 909-484-5151 ext. 102072	1	6am-9am	No dock, lift gate required.
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School District Name	Alvord Unified School District
Complete Mailing Address	7377 Jurupa Avenue, Riverside, CA 92504
Nutrition Services Director Name	Eric Holliday
Email	Eric.Holliday@alvordschools.org
Phone	951-509-6201
Purchasing Agent Name	Mary Park
Email	mpark@alvordschools.org
Phone	951-509-6202
Accounts Payable Name	Mary Park
Complete Address	7377 Jurupa Avenue, Riverside, CA 92504
Email	mpark@alvordschools.org
Phone	951-509-6202
Estimated Annual Purchases for the 2023-2024 SY Under this RFP	\$2,000,000

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week	Delivery Times	Special Information
Arizona Middle School 11045 Arizona Avenue, Riverside, 92503	Donna Hoyt 951-509-6200	2	6am-12pm	Night drops with advanced planning.
Villegas Middle School 3754 Harvill Lane Riverside, 92505	Patty Mangiacavalli 951-509-6200	2	6am-12pm	Night drops with advanced planning.
Loma Vista Middle School 11050 Arlington Avenue, Riverside, 92505	Shellee King 951-509-6200	2	6am-12pm	Night drops with advanced planning.
Wells Middle School 10000 Wells Avenue Riverside, 92503	Autumn Garcia 951-509-6200	2	6am-12pm	Night drops with advanced planning.
Hillcrest High School 11800 Indiana Avenue Riverside, 92503	Joane Medlin 951-509-6200	2	6am-12pm	Night drops with advanced planning.
La Sierra High School 4145 La Sierra Avenue Riverside, 92505	Josie Castro 951-509-6200	2	6am-12pm	Night drops with advanced planning.
Norte Vista High School 6585 Crest Avenue Riverside 92503	Silvia Garcia 951-509-6200	2	6am-12pm	Night drops with advanced planning.
Alvord Central Kitchen 7377 Jurupa Avenue Riverside, 92504	James Senteno 951-509-6200	2	5:30am-12pm	Night drops with advanced planning.

School District Name		Bonita Unified School District		
Complete Mailing Address		115 W. Allen Avenue, San Dimas, CA 91733		
Nutrition Services Director Name		Edna McKenna		
Email		mckenna@bonita.k12.ca.us		
Phone		909-971-8320 ext. 5280		
Purchasing Agent Name		Julie Krupa		
Email		krupa@bonita.k12.ca.us		
Phone		909-971-8320 ext. 5281		
Accounts Payable Name		Melissa Romanek		
Complete Address		115 W. Allen Avenue, San Dimas, Ca 91773		
Email		romanek@bonita.k12.ca.us		
Phone		909-971-8200 ext. 5215		
Estimated Annual Purchases for the 2023-2024 SY Under this RFP		\$1,800,000		
Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week	Delivery Times	Special Information
District Warehouse 125 W. Allen Avenue San Dimas, CA 91773	Edna McKenna 909-971-8320 ext. 5281	1	7am-11am 1pm-3pm	N/A
San Dimas High School 800 Est Covina Blvd San Dimas, CA 91773	Anthony Lewis 909-971-8230 ext. 5280	1	7am-2pm	No dock, lift gate required
Lone Hill Middle School 700 South Lone Hill San Dimas, CA 91773	Darla Shuster 909-971-8270 ext. 7080	1	7am-2pm	No dock, lift gate required
Ramona Middle School 3490 Ramona Avenue La Verne, CA 91750	Michael Howell 909-971-8260 ext. 6080	1	7am-2pm	No dock, lift gate required
Bonita High School 3102 North “D” Street La Verne CA 91750	Erin Whiteleather 909-971-8220 ext. 2080	1	7am-2pm	No dock, lift gate required

School District Name		Chaffey Jt. Union High School District		
Complete Mailing Address		211, W. Fifth Street, Ontario, CA 91762		
Nutrition Services Director Name		Debbie Beeson		
Email		Debbie_Beeson@cjuhsd.net		
Phone		909-460-5643		
Purchasing Agent Name		Crystal Apodaca		
Email		Crystal.Apodaca@cjuhsd.net		
Phone		909-460-2631		
Accounts Payable Name		Vickie Agra		
Complete Address		211 W. Fifth Street, Ontario, CA 91762		
Email		Vickie_Agra@cjuhsd.net		
Phone		909-460-5632		
Estimated Annual Purchases for the 2023-2024 SY Under this RFP		\$1-1.5 million		
Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week	Delivery Times	Special Information
Chaffey Dist. Whse. 1112 N. Vine Ave. Ontario, CA 91762	Crystal Apodaca 909-460-2631	1	7:30am-11am	
Chaffey High School 1245 N. Euclid Ave. Ontario, CA 91762	Elena Sandoval 909-988-5560	1	6am-10am	
Rncho Cucamonga HS 11801 Lark Drive Rch Cucamonga, CA 91701	Victoria Landin 909-989-1600	1	6am-10am	
Montclair High School 4725 Benito Street Montclair, CA 91763	Brenda Courville 909-621-6781	1	6am-10am	
Alta Loma High School 8880 Baseline Rd. Alta Loma CA 91701	Stephanie Goddard 909-989-5511	1	6am-10am	
Ontario High School 901 W. Francis Street Ontario, CA 91762	Karen Andrade 909-988-7411	1	6am-10am	
Etiwanda High School 13500 Victoria Ave. Etiwanda, CA 91739	Michelle West 909-899-2537	1	6am-10am	
Los Osos High School 6001 Milliken Ave. Rch Cucamonga, CA 91737	Tobi Tovar 909-477-6900	1	6am-10am	
Colony High School 3850 E. Riverside Drive Ontario, CA 91761	Lisa Noble 909-930-2929	1	6am-10am	

School District Name	Chino Valley Unified School District
Complete Mailing Address	5130 Riverside Drive, Chino, CA 91710
Nutrition Services Director Name	Javier Quirarte
Email	Javier_quirarte@chino.k12.ca.us
Phone	909-628-1201 ext. 1500
Purchasing Agent Name	Lizette Espinoza
Email	Lizette_espinoza@chino.k12.ca.us
Phone	909-628-1201 ext. 1507
Accounts Payable Name	Marie Savaglio
Complete Address	5130 Riverside Drive, Chino, CA 91710
Email	Marie_savaglio@chino.k12.ca.us
Phone	909-628-1201 ext. 1504
Estimated Annual Purchases for the 2023-2024 SY Under this RFP	\$1,800,000.00

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week	Delivery Times	Special Information
CVUSD Warehouse 12810 7 th Street Chino, CA 91710	Lizette Espinoza 909-628-1201 ext. 1507	3	8am-1pm	Warehouse deliveries to be made after school sites.
Ayala High School 14255 Peyton Dr. Chino, CA. 91709	Jennifer Ramirez 909-628-1201 ext.2238	2	5:30am-9am	
Chino Hills High School 16150 Pomona Rincon Rd Chino Hills, CA 91709	Fefe Mahmoud 909-628-1201 ext. 5414	2	5:30am-9am	
Don Lugo High School 13400 Pipeline Ave. Chino, CA 91710	Linda Ferriera 909-628-1201 ext. 4891	2	5:30am-9am	
Canyon Hills Jr. High 2500 Madrugada Chino Hills, Ca 91709	Pat Quevedo 909-628-1201 ext. 7282	2	6am-9am	
Magnolia Jr. High 13150 Mountain Ave. Chino, CA 91710	Laura Gutierrez 909-628-1201 ext. 7496	2	6am-8am	
Ramona Jr. High 4575 Walnut Ave. Chino, CA 91710	Lorrie Reynolds 909-628-1201 ext. 7595	2	6am-8am	
Townsend Jr. High 15359 Ilex Drive Chino Hills, CA 91709	Paula Rangel 909-628-1201 ext. 7178	2	6am-8am	
Woodcrest Jr. High 2725 South Campus Ontario, CA 91761	Rebecca Day 909-628-1201 ext. 6407	2	6am-8am	

School District Name	Claremont Unified School District
Complete Mailing Address	699 N. Mountain Ave. Claremont, CA 91711
Nutrition Services Director Name	Kristin Robinson
Email	krobinson@cusd.claremont.edu
Phone	909-398-0609 ext. 73001
Purchasing Agent Name	Lisa Carmona
Email	lcarmona@cusd.claremont.edu
Phone	909-398-0609 ext. 73004
Accounts Payable Name	Margaret Ortiz
Complete Address	699 N. Mountain Ave. , Claremont, CA 91711
Email	mortiz@cusd.claremont.edu
Phone	909-398-0609 ext. 73002
Estimated Annual Purchases for the 2023-2024 SY Under this RFP	\$450,000.00

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week	Delivery Times	Special Information
Central Kitchen 699 N. Mountain Ave, Claremont, CA 91722	909-398-0609 ext. 73004 Lisa Carmona	2	6am-10am	Monday/Thursday
Claremont High School 1601 N. Indian Hill Blvd Claremont, CA 91711	909-398-0609 ext. 73301 Virginia Reynoso	1	6am-10am	Mondays
El Roble Middle School 665 N. Mountain Ave. Claremont, CA 91711	909-398-0609 ext. 73020 Gina Mattson	1	6am-10am	Mondays

School District Name	Colton Joint Unified School District
Complete Mailing Address	325 Hermosa Avenue, Colton, CA 92324
Nutrition Services Director Name	Eric Enciso
Email	Eric_Enciso@cjUSD.net
Phone	909-580-6651
Purchasing Agent Name	Mindy Reed
Email	Mindy_Reed@cjUSD.net
Phone	909-580-6652
Accounts Payable Name	Lucina Mena
Complete Address	325 Hermosa Avenue, Colton CA 92324
Email	Lucina_Mena@cjUSD.net
Phone	909-580-6649
Estimated Annual Purchases for the 2023-2024 SY Under this RFP	\$2,370,000.00

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week	Delivery Times	Special Information
CJUSD Warehouse 1313 Valley Blvd. Colton, CA 92324	Mindy Reed 909-580-6652	1	6:30am-11:59am	No dock // Forklift available //
Grand Terrace High School 21810 Main Street, Grand Terrace, CA 92313	Senia Maestas 909-580-4895	1	6:30am-9:30am	No dock
Colton High School 777W. Valley Blvd. Colton, CA 92324	Priscilla Cortez 909-580-2349	1	6:30am-9:30am	No dock
Bloomington High School 10750 Laurel Avenue, Bloomington, CA 92316	Kellyanna Miller 909-580-3042	1	6:30am-9:30am	No dock
Ruth O. Harris Middle School 11150 Alder Avenue, Bloomington, CA 92316	Shelly Salinas 909-580-8017	1	6:30am-9:30am	No dock
Terrace Hills Middle School 22579 De Berry Street, Grand Terrace, CA 92313	Ebony Harris 909-580-5004	1	6:30am-9:30am	No dock
Colton Middle School 670 W. Laurel Street, Colton, CA 92324	Monique Evers 909-580-3616	1	6:30am-9:30am	No dock
Joe Baca Middle School 1640 S. Lilac Avenue, Bloomington, CA 92316	Jessica Chavez 909-684-7979	1	6:30am-9:30am	CACFP // No Dock // Central Kitchen

School District Name	Cucamonga School District
Complete Mailing Address	8776 Archibald Avenue. Rancho Cucamonga, CA 91730
Nutrition Services Director Name	Imelda Espejel
Email	Iespejel@cuca.k12.ca.us
Phone	909-987-8942 ext. 8254
Purchasing Agent Name	Imelda Espejel
Email	Iespejel@cuca.k12.ca.us
Phone	909-987-8942 ext. 8254
Accounts Payable Name	Imelda Espejel/Aimee Fitzgerald
Complete Address	8776 Archibald Avenue. Rancho Cucamonga, CA 91730
Email	AFitzgerald@cuca.k12.ca.us
Phone	909-987-8942 ext. 8251
Estimated Annual Purchases for the 2023-2024 SY Under this RFP	\$500,000.00

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week	Delivery Times	Special Information
Rancho Cucamonga Middle School 10022 Feron Blvd. Rancho Cucamonga, CA 91730	Imelda Espejel 909-987-8942 ext. 8254	1-2	6am-11am	
The Ontario Center School 835 N. Center Ave. Rancho Cucamonga, CA 91764	Imelda Espejel 909-987-8942 ext. 8254	1-2	6am-11am	
Los Amigos Elementary 8498 Ninth Street Rancho Cucamonga, CA 91730	Imelda Espejel 909-987-8942 ext. 8254	1-2	6am-11am	
Cucamonga Elementary 8677 Archibald Ave. Rancho Cucamonga, CA 91730	Imelda Espejel 909-987-8942 ext. 8254	1-2	6am-11am	

School District Name	Jurupa Unified School District
Complete Mailing Address	10223 Bellegrave Ave. Jurupa Valley, CA. 91752
Nutrition Services Director Name	Michelle Poirier
Email	Michelle_poirier@jUSD.k12.ca.us
Phone	951-360-2766
Purchasing Agent Name	Somer Martinez
Email	Somer_Martinez@jUSD.k12.ca.us
Phone	951-361-6594
Accounts Payable Name	Penny Travis
Complete Address	10223 Bellegrave Ave. Jurupa Valley, Ca. 91752
Email	Penny_travis@jUSD.k12.ca.us
Phone	951-360-2766
Estimated Annual Purchases for the 2023-2024 SY Under this RFP	\$2,000,000

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week	Delivery Times	Special Information
F.S. Warehouse 10223 Bellegrave Ave. Jurupa Valley, Ca. 91752	Scott Batchelder 951-361-6594	2	6:30 am- 1:30 pm	

School District Name	Moreno Valley Unified School District
Complete Mailing Address	13911 Perris Blvd Moreno Valley CA 92553
Nutrition Services Director Name	Carla Lyder
Email	clyder@mvusd.net
Phone	951-571-7500 ext.17267
Purchasing Agent Name	Jessica Noriega
Email	jnoriega@mvusd.net
Phone	951-571-7500 ext. 17824
Accounts Payable Name	Sharon Braden
Complete Address	13911 Perris Blvd Moreno Valley CA 92553
Email	sbraden@mvusd.net
Phone	951-571-7500 ext. 17270
Estimated Annual Purchases for the 2023-2024 SY Under this RFP	\$5,000,000

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week	Delivery Times	Special Information
Central Kitchen 24861 Bay Ave Moreno Valley CA 92553	Renee Lopez 951-571-7500 ext. 17915	3	6:30am-10am	M/T/TH
Badger Springs M.S 24750 Delphinium Ave. Moreno Valley CA 92553	Jacqueline Sterne 951-571-4200 ext. 20050	2	6:30am-11am	T/TH
Landmark M.S 15261 Legendary Dr. Moreno Valley CA 92555	Liz Wali 951-571-4220 ext. 21050	2	6:30am-11am	M/TH
Mountain View M.S 13130 Morrison St. Moreno Valley CA 92555	April Caban 951-571-4240 ext. 22050	2	6:30am-11am	M/TH
Palm M.S. 11900 Slawson Ave. Moreno Valley CA 92557	Mary Kahn 951- 571-4260 ext. 23050	2	6am-11am	M/TH
Sunnymead M.S. 23996 Eucalyptus Ave. Moreno Valley CA 92553	Lechi Nguyen 951-571-4280 ext. 24050	2	7am-11am	T/TH
Vista Heights M.S. 23049 Old Lake Dr. Moreno Valley CA 92557	Loni Northan 951-571-4300 ext. 25050	2	6:30am-11am	T/TH
Canyon Springs H.S. 23100 Cougar Canyon Dr. Moreno Valley CA 92557	Audrey Fierro 951-571-4760 ext. 31050	2	5:30am-11am	T/TH
Moreno Valley H.S. 23300 Cottonwood Ave. Moreno Valley CA 92553	Debbie Gerlach 951-571-4820 ext. 33050	2	5:30am-11am	T/TH
Valley View H.S. 13135 Nason St. Moreno	Leonor Cedeno 951-571-4850	2	5:30am-11am	

Valley CA 92553	ext. 34050			M/TH
Vista Del Lago H.S. 15150 Lasselle St. Moreno Valley CA 92551	Lisa Hoffman 951-571-4880 ext.36279	2	5:30am-11am	M/TH
Bridges Learning Center 24521 Cactus Ave. Moreno Valley CA 92553	Debbie Garcia 951-571-7500 ext. 39050	2	7am-11am	T/TH
March Mountain H.S. 24551 Dracaea Ave. Moreno Valley CA 92553	Carol Bailey 951-571-4800 ext. 32050	2	6am-11am	T/TH

School District Name	Mountain View School District
Complete Mailing Address	2585 South Archibald Ave. Ontario CA, 91761
Nutrition Services Director Name	Miguel Silva
Email	Miguel_Silva@mvsdk8.org
Phone	909-947-2205
Purchasing Agent Name	Steven Rollins
Email	Steven_rollins@mtnview.k12.ca.us
Phone	909-947-2205
Accounts Payable Name	Dulce Rocha Gonzales
Complete Address	2585 S. Archibald Ave. Ontario, CA 91761
Email	Dulce_Rochagonzales@mtnview.k12.ca.us
Phone	909-947-2205
Estimated Annual Purchases for the 2023-2024 SY Under this RFP	\$300,000

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week	Delivery Times	Special Information
Grace Yokley Middle School 2947 South Turner Ave. Ontario, CA 91761	Joe Borba 909-947-6774	1	5:30am-1pm. As early as possible in above timeframe preferred.	Cannot receive deliveries outside of 5:30am-1pm.

School District Name	Redlands Unified School District
Complete Mailing Address	250 Church Street, Redlands Ca. 92374
Nutrition Services Director Name	Betty Crocker
Email	betty_crocker@redlands.k12.ca.us
Phone	909-307-5366
Purchasing Agent Name	Amy Drummond
Email	amy_drummond@redlands.k12.ca.us
Phone	909-307-5300
Accounts Payable Name	Fred Nunez
Complete Address	250 Church Street, Redlands, Ca 92374
Email	fred_nunez@redlands.k12.ca.us
Phone	909-307-5366
Estimated Annual Purchases for the 2023-2024 SY Under this RFP	\$630,000.00

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week	Delivery Times	Special Information
Central Kitchen 250 Church Street, Redlands	Christina Lopez 909-307-2424	2	9am-12pm	Mon. & Th.
Citrus Valley High School 800 W. Pioneer Ave, Redlands	Amy Shepard 909-799-2300 ext. 35618	2	Night drops	
Redlands East Valley High School 31000 East Colton Ave. Redlands	Hilda Chan 909-389-2500 ext. 33730	2	Night drops	
Redlands High School 840 E. Citrus, Redlands	Michelle Arriaga 909-307-5516 ext. 30421	2	Night drops	
Beattie Middle School 7800 Orange, Highland	Mary Jo Belcher 909-307-2400 ext. 40303	2	Night drops	
Clement Middle School 501 E Church Street, Redlands	Amber Flint 909-307-5400 ext. 43917	2	Night drops	
Cope Middle School 1000 W. Cypress	Cathy Macias 909-307-5420 ext. 42318	2	Night drops	
Moore Middle School 1550 E. Highland Lane,	Sandra Moody 909-307-5400 ext. 43917	2	Night drops	

School District Name	Rialto Unified School District
Complete Mailing Address	151 S. Cactus Ave
Nutrition Services Assistant Director Name	Fausat Rahman-Davies
Email	frahman@rialto.k12.ca.us
Phone	909-820-7761 ext.103
Purchasing Agent Name	Cynthia Clarke
Email	cclarke@rialto.k12.ca.us
Phone	909-820-7761 ext. 108
Accounts Payable Name	Wilhelma Velasco
Complete Address	151 S. Cactus Ave, Rialto, CA 92376
Email	wvelasco@rialto.k12.ca.us
Phone	909-820-7761 ext. 102
Estimated Annual Purchases for the 2023-2024 SY Under this RFP	\$3,000,000

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week	Delivery Times	Special Information
Central Kitchen 151 S. Cactus Ave. Rialto, CA 92376	Monica Soto 909-820-7761 ext. 112	5	6:30am-2:30pm	
Nutrition Services Warehouse 151 S. Cactus Ave. Rialto, CA 92376	Mike Devlin 909-820-7761 ext. 110	5	6:30am-2:30pm	
Frisbie Middle School 1442 N. Eucalyptus Rialto, CA 92376	Alma Garcia 909-820-7887	3	6:30am-10:30am	
Jehue Middle School 1500 N. Eucalyptus Colton, CA 92324	TBD 909-421-7377	3	6:30am-10:30am	
Kolb Middle School 2351 N. Spruce Rialto, CA 92376	Gladys Grifis 909-820-7849	3	6:30am-10:30am	
Kucera Middle School 2140 W. Buena Vista Dr. Rialto, CA 92376	Aida Reyes 909-574-7044 ext. 2288	3	6:30am-10:30am	
Rialto Middle School 1262 W. Rialto Ave. Rialto, CA 92376	Diane Komiyama 909-879-7308 ext. 29114	3	6:30am-10:30am	
Carter High School 2630 N. Linden Rialto, CA 92377	Mireya Mata 909-854-4100 ext. 27112	3	6:30am-10:30am	
Eisenhower High School 1321 N. Lilac Ave Rialto, CA 92376	Sandra Yzaguirre 909-820-7777 ext. 22140	3	6:30am-10:30am	

Rialto High School 595 S. Eucalyptus, Rialto, CA 92376	TBD 909-421-7501 ext. 21190	3	6:30am- 10:30am	
Milor High School 595 S. Eucalyptus, Rialto, CA 92376	Cythia Alvarez De Berum 909-421-4264	3	6:30am- 8:30am	

School District Name	Riverside Unified School District
Complete Mailing Address	6050 Industrial Avenue, Riverside, CA 92504
Nutrition Services Director Name	Adleit Asi
Email	aasi@riversideunified.org
Phone	951-352-6740 ext. 82801
Purchasing Agent Name	Anna Romo
Email	aromo@riversideunified.org
Phone	951-352-6740 ext. 82807
Accounts Payable Name	Millie Tolentino-Polk
Complete Address	6050 Industrial Avenue, Riverside, CA 92504
Email	mpolk@riversideunified.org
Phone	951-352-6740 ext. 82802
Estimated Annual Purchases for the 2023-2024 SY Under this RFP	\$3,000,000

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week	Delivery Times	Special Information
Central Kitchen 6050 Industrial Ave., Riverside 92504	Darius Nadziejko 951-352-6740 ext. 82818	5	5:30am-11am	
Arlington HS 2951 Jackson St., Riverside, 92504	Christine Fonseca 951-352-8316 ext. 61220	2	6am-10am	
King HS 9301 Wood Rd., Riverside, 92508	Rosa Vargas 951-789-5690 ext. 62220	2	6am-10am	
North HS 1550 Third St., Riverside, 92507	Nancy Rodriguez 951-788-7311 ext. 63220	2	6am-10am	
Poly HS 5450 Victoria Ave., Riverside, 92506	Joanne Hollingsworth 951-788-7203 ext. 64220	2	6am-10am	
Ramona HS 7675 Magnolia Ave., Riverside 92504	Sylvia Mares 951-352-8429 ext. 65220	2	6am-10am	
Central MS 4795 Magnolia Ave., Riverside 92506	Tara Rodriguez 951-788-7282 ext. 51120	2	6am-10am	
Chemawa MS 8830 Magnolia Ave., Riverside 92503	Victoria Mares 951-352-8244 ext. 52120	2	6am-10am	
Earhart MS 20202 Aptos St., Riverside 92508	Belynda Darnell 951-697-5700 ext. 53120	2	6am-10am	

Gage MS 6400 Lincoln St., Riverside, 92506	Carol Garcia 951-788-7350 ext. 54120	2	6am-10am	
Miller MS 17925 Krameria Dr., Riverside 92504	Lisa Hamel 951-789-8181 ext. 57120	2	6am-10am	
Sierra MS 4950 Central Ave, Riverside 92504	Rosa Delgado 951-788-7501 ext. 55120	2	6am-10am	
University MS 1155 Massachusetts Ave. Riverside, 92507	Rebeca Ventura 951-788-7388 ext. 56120	2	6am-10am	

School District Name	Upland Unified School District
Complete Mailing Address	390 N Euclid Ave, Upland CA 91786
Nutrition Services Director Name	Ksenia Glenn
Email	Ksenia_Glenn@upland.k12.ca.us
Phone	909-985-1864
Purchasing Agent Name	Stefanie Jennings
Email	stefanie_jennings@upland.k12.ca.us
Phone	909-985-1864
Accounts Payable Name	Carole Middlestetter
Complete Address	390 N Euclid Ave, Upland CA 91786
Email	carole_middlestetter@upland.k12.ca.us
Phone	909-985-1864
Estimated Annual Purchases for the 2023-2024 SY Under this RFP	\$ 940,000.00

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week	Delivery Times	Special Information
Baldy View Elementary 979 W 11th St, Upland, CA 91786	Lisette Serrano 909-949-7716	2 Monday Wednesday	6:15am	
Upland High School 565 W 11th St, Upland, CA 91786	Teresa Forrest 909-949-7889 ext. 344	2 Monday Wednesday	7:00am	
Upland Jr High 444 E 11th St, Upland, CA 91786	Cynthia Arriaga 909-949-7816	1 Wednesday	8:30am	
Pioneer Jr High 245 W 18th St, Upland, CA 91784	Rachelle Stanisci 909-949-7777	1 Wednesday	5am	

School District Name	Val Verde Unified School District
Complete Mailing Address	975 W. Morgan St. Perris CA 92571
Nutrition Services Director Name	Chris Hutchinson
Email	chutchinson@valverde.edu
Phone	951-940-6100 ext. 10859
Purchasing Agent Name	Kayla Cain
Email	kcain@valverde.edu
Phone	951-940-6100 ext. 10857
Accounts Payable Name	Karen Marks
Complete Address	Same address as above
Email	kmarks@valverde.edu
Phone	951-940-6100 ext. 10854
Estimated Annual Purchases for the 2023-2024 SY Under this RFP	\$3,000,000.00

Delivery Location(s) (School/location name,	Contact Person & Phone number	Number of Deliveries Required per Week	Delivery Times	Special Information
District Warehouse, 975 West Morgan St. Perris CA 92571	DISTRICT PHONE NUMBER 951-940-6100	1	6:30am- 1:30pm	Call Buyer: Kayla Cain @ ext. 10857
Avalon Elementary, 1851 E. Rider St. Perris CA 92571	Hortencia Alcala ext. 54810	1	6:30am- 11am	
Columbia Elementary, 1851 E. Rider St. Perris CA 92571	Aurora Campos ext. 21710	1	6:30am- 11:30am	
El Potrero Elem. 16820 Via Pamplona Drive	Cynthia Moore Brown ext. 11810	1	6:30am- 11:30am	
Lasselle Elem. 26445 Krameria St. Moreno Valley CA	Martha Castillo ext. 53810	1	6:30am- 11:30am	
Manuel L. Real Elem. 19150 Clark St. Perris CA	Lorena Hernandez ext. 18710	1	6:30am- 11:30am	
May Ranch Elem. 900 E. Morgan St. Perris CA 92571	Karin Hafele ext. 51310	1	6:30am- 11:30am	
Mary McLeod Bethune Elem, 25390 Krameria St.	Amelia Licon ext. 15710	1	6:30am- 11:30am	

Mead Valley Elem. 21-100 Oleander Ave. Perris CA 92570	Rebecca Valenzuela ext. 12710	1	6:30am- 11:30am	
Rainbow Ridge Elem. 20300 Sherman Road Perris CA 92571	Cheri Kelton ext. 14810	1	6:30am- 11:30am	
Sierra Vista Elem. 20300 Sherman Road Perris CA 92571	Jessie Sangster ext. 19118	2	6:30am- 11:30am	
Triple Crown Elem. 530 Orange Ave. Perris CA 92571	Judith Johnson ext. 23810	1	6:30am- 11:30am	
Val Verde Elementary 2656 Indian Ave. Perris CA	Abby Murillo ext. 23810	1	6:30am- 11:30am	
Victoriano Elem. 25650 Los Cabos Drive Moreno Valley CA	Penny Gonzalez ext. 16710	1	6:30am- 11:30am	
Lakeside Middle , 27720 Walnut Ave. Perris CA 92571	Pat Woodruff ext. 28620	1	6:30am- 11:30am	
March Middle, 15800 Indian Ave Moreno Valley CA	Jessica Holmes ext. 59205	1	6:30am- 11:30am	
Tomas Rivera Middle, 21675 Martin St. Perris CA 92570	Manuela Sanchez ext. 26810	2	6:30am- 11:30am	
Vista Verde Middle, 25777 Krameria St. Moreno Valley CA92551	Cheryl Singleton ext. 27610	2	6:30am- 11:30am	
Citrus High, 18150 Wood Rd. Perris CA 92570	Juan Herrera ext. 32232	1	6:30am- 11:30am	
Rancho Verde High, 17750 Lasselle St. Moreno Valley CA	Mary Kelly ext. 31340	2	6:30am- 11:30am	
Val Verde High, 972 West Morgan St. Perris CA 92571	Anita Felix ext. 41210	1	6:30am- 11:30am	

Virtual/Student Success Academy, 25100 Red Maple Lane, Moreno Valley CA	Christina Rodriguez ext. 45710	1	6:30am- 11:30am	
Orange Vista High, 1400 Orange Avenue, Perris CA 92551	Martha Zavala ext. 33214	2	6:30am- 11:30am	

BID BOND

Bond# _____

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal, and _____ as Surety, are held and firmly bound unto the **POMONA UNIFIED SCHOOL DISTRICT**, hereinafter called the District in the penal sum of **TEN THOUSAND DOLLARS (\$10,000.00)** from the Principal submitted to the said District for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated this _____ day of _____ 20____, for

(Bidder to insert Proposal title and Proposal #)

AND THAT, if the aforesaid Principal shall be awarded the Contract upon said Bid Proposal and shall within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Payment and Performance Bonds and other required contract documents, then this obligation shall be null and void. In the event the Principal fails and/or refuses to execute and deliver said documents, this Bond will be charged with the costs of the damages experienced by the District as a result of such refusal, including but not limited to the difference in money between the amount of the bid of the said Principal, and the amount for which the District may be legally contracted with another party to perform the said work if such amount be in excess of the former. In no event, however, shall the Surety's liability exceed the penal sum thereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the District may accept such bid, and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHERE OF the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal _____
Proper Name of Bidder

Surety _____

By _____

By _____
Attorney- in-Fact

Title _____

Signature of Bidder _____

Name and Address of California
Agent of Surety

(Corporate Seal
of Principal, if
Corporation)

Telephone Number of California
Agent of Surety

(Attach Attorney-in-Fact
Certificate and Required
Acknowledgements)

(Corporate Seal of Surety)

BID FORMTO THE GOVERNING BOARD OF
POMONA 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:

Distribution of USDA Foods and Commercial Food Products**RFP NO. 09(22-23)FN**

(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 RFP.

It is understood that Pomona 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 contract 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 contracts, 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 forty (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.

Pomona Unified School District

800 South Garey Avenue
Pomona, California 91766

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 Pomona 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 POMONA UNFIED SCHOOL DISTRICT requires that the successful Vendor meet the following minimum requirements:

- In business for minimum of five (5) years
- Must maintain a warehouse/distribution center no less than fifty thousand (50,000) sq. ft. within a one hundred mile (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

**POMONA UNIFIED SCHOOL DISTRICT
Distribution of USDA Foods and Commercial Food Products**

PROPOSAL FORM

Proposal Number RFP NO. 09(22-23) FN

Proposal Closing Date: 10:00 a.m. on Tuesday, April 11, 2023

Proposal Closing Site: Pomona Unified School District – Food and Nutrition Services Office

To: Mina Young, Pomona Unified School District

- 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. 09(22-23)FN , and all the representations herein made, are true and correct.

Executed this _____ day of _____, 2023,
at (county).

Signature () _____
Telephone

Date _____

WITNESS my hand and official seal.

(Seal)
Notary Public in and for said State

**NONCOLLUSION 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

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

CERTIFICATION REGARDING LOBBYING

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

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:	
Address of School Food Authority:			
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: <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	2. Status of Federal Action: <input type="checkbox"/> Proposal/offer/application <input type="checkbox"/> Initial award <input type="checkbox"/> Post-award	4. Report Type: <input type="checkbox"/> Initial filing <input type="checkbox"/> Material 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): <input type="checkbox"/> Cash <input type="checkbox"/> In-kind; specify: <input type="checkbox"/> Nature _____ <input type="checkbox"/> Value _____		
14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No		

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No: (_____) _____

Date: _____

Federal Use Only:**Authorized for local reproduction
Standard Form - LLL****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-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

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

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$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 Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
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 either as an individual employer, or as one employer in a group of employers, 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).
- A. 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)).
- B. 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).
- C. 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.
- D. 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 _____

PRU-21 China Prohibition Certification
Consolidated Appropriations Act of 2021 (Public Law 116–260)

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

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

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

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

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

By _____ (Signature) _____ (Date)

Name _____
(Type or Print)

Title _____