

Request for Proposal #20-21-101

NUTRITION SERVICES EQUIPMENT PREVENTATIVE MAINTENANCE SERVICES

For

COVINA-VALLEY UNIFIED SCHOOL DISTRICT

Issue Date: April 13, 2021 Submit By: May 13, 2021 at 10:00 A.M.

> Contact: Robin Harbert Assistant Director Purchasing (626) 974-7000 ext. 800128 <u>rharbert@c-vusd.org</u>

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NOTICE OF REQUEST FOR PROPOSAL

RFP #20-21-101

Notice is hereby given that Covina-Valley Unified School District (District) Covina, Ca (Los Angeles County), acting by and through its Board of Education, will receive sealed Request for Proposals (RFP) **RFP Number 20-21-101** for the procurement of the following:

SCHOOL NUTRITION EQUIPMENT PREVENTATIVE MAINTENANCE SERVICES

Sealed RFPs must be delivered to the Purchasing Department, Covina-Valley Unified School District, 519 E. Badillo Street, Covina, CA 91723 no later than **10:00 am on May 13, 2021**.

The District will conduct a pre-bid conference at Covina High School, 463 S. Hollenbeck Ave., Covina, CA 91723 on **April 21, 2021 at 10:00am**. Please meet in the Northeast parking lot.

The District is not responsible for RFPs sent via U.S. Mail, UPS, Federal Express, or by any other delivery service. It is the vendor's responsibility to ensure that their RFP is delivered to the Purchasing Department. Each RFP must conform and be responsive to the contract documents. No RFP may be withdrawn for ninety (90) days.

The District reserves the right to reject any or all proposals, to waive any discrepancy or technicality, and to award the contract for 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 RFP documents and whose RFP, 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.

This document is for informational purposes and shall not relieve the Proposer of the requirements to fully become familiarized with all the factors affecting the Proposal. The Proposer is advised that all inquiries and clarifications about the RFP documents, specifications, etc., shall be submitted to the District in writing no later than May 5, 2021, 4:00 PM. The District will respond at its earliest possible opportunity. Verbal communication by either party regarding this matter is invalid. Inquiries regarding the RFP shall be emailed to Robin Harbert at rhort@c-vusd.org.

To obtain Request for Proposal package visit the District Purchasing web page at: <u>www.c-vusd.org/Page/758</u> and click on the New Covina-Valley Bid Portal or contact Robin Harbert, Assistant Director of Purchasing at (626) 974-7000 Ext. 800128 or <u>rharber@c-vusd.org</u>.

Robin Harbert Assistant Director Purchasing Covina-Valley Unified School District

Publish: 4/13/21 & 4/20/21

Terms and Conditions

A. Overview

The Covina-Valley Unified School District ("C-VUSD", "District", or "Owner"), acting by and through its Governing Board, is seeking competitive proposals for **Nutrition Services Equipment Preventative Maintenance Services** from qualified and experienced kitchen equipment maintenance service businesses who are duly certified, registered and licensed in the State of California to render quality maintenance services in order to provide a prevention, management strategies, routine maintenance for the Nutrition Services equipment throughout the District.

The Covina-Valley Unified School District, located in Los Angeles County, in the State of California serves a student population numbering approximately 11,500 students in grades Pre-Kindergarten through Twelfth grade. Currently, the District has nineteen school sites with kitchen and multi-purpose rooms. In addition, the District Office houses a Warehouse with two large walk-in freezers and a large walk-in refrigerator.

The primary point of contract for this RFP is Robin Harbert. Proposals in response to this RFP are due by May 13, 2021 at 10:00 AM (Pacific Time) at Covina-Valley Unified School District, Purchasing Department, 519 E. Badillo Street, Covina, CA 91723. Respondents are required to submit one (1) original proposal and one (1) digital format (i.e. flash/pen drive) of the proposal to the District. The original should be bound, and the original and digital copy should be submitted together in an envelope or container. The envelope or container must be clearly labeled and include the Contractor Name, Mail and Email Address, Phone Number, and the RFP Number.

B. Reference to Negotiation

A proposal to any specific requirement of the Request for Proposal with terms such as "negotiable", "will negotiate", or similar language **will be considered non-responsive** to that specific item and may render the entire proposal non-responsive and subject to rejection.

C. District Conduct of Pre-Bid Conference

Regardless of whether the Conference is or is not designated as being mandatory, the District may, in its sole and exclusive discretion, elect to conduct one or more pre-bid conferences, in which event the District shall issue a notification.

D. Use of District Documents

Proposals must be submitted on forms or in the format provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions or interlineations without the written consent of the District, which may be given or withheld in its sole and absolute discretion. Reproduction of District

documents is permitted, so long as reproduced copies are exactly identical in size, format, and content as the forms prepared by the District. Any proposal submitted in altered form may result in rejection of such proposal at the option of the District.

E. Inspection of Documents

- 1. Each Contractor receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages or other indication of incomplete information provided to the vendor.
- 2. The failure or neglect of any vendor to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any vendor from obligations with respect to his or her proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.
- 3. Receipt of addenda to the proposal documents by a vendor must be acknowledged on the proposal before the time proposals are due.

F. Contract Term and Renewals

- 1. Minimum contract term is from July 1, 2021, through June 30, 2022, and quoted prices must stay in effect after award of proposal. Thereafter, the contract may be extended upon mutual consent of the District and Proposer for two (2) additional one-year increments in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges).
- 2. Proposer is required to submit, in writing before May 1st a request to renew subject to the terms of this RFP.
- 3. Price increases may be considered during Contract renewal periods only. Price increases may be negotiated subject to existing local market conditions and as in the Consumer Price Index Urban for the Los Angeles/Long Beach region or price increases verified by labor rate increases justified by increases in labor contracts or State of California Department of Industrial Relations prevailing wage rates, but may never exceed three percent (3%) in any contract year. In the event of a general price decrease, the District reserves the right to revoke the specific RFP awards unless the decrease is passed on to the District.
- 4. The District may add, subtract, or replace equipment as needed. The vendor will be required to send the District an updated monthly cost based on the changes within 10 days of the written request.

G. Scope of Work and Requirements

The Successful Proposer shall furnish free of charge all labor and equipment necessary to accomplish all aspects of this contract to include but not limited to

- 1. Provide Preventative Maintenance Services on all Nutrition Services Equipment per the manufacturer's guidelines for preventative maintenance. Examples of the equipment include reach-in refrigeration/freezers, walk-in refrigeration/freezers, ice machines, ovens, cold and hot speed lines, salad bars, stoves, warming unit, mixers, can openers, and meat slicers.
- 2. Check all refrigeration equipment temperatures and pressures.
- 3. Check for refrigerant leaks.
- 4. Check for excessive vibration or noise.
- 5. Check all gaskets, hinges, locks, leavers, frames, and glass doors.
- 6. Clean condenser coils, evaporator coils, and fans.
- 7. Clean evaporator drain pans.
- 8. Clean condensate drain pans.
- 9. Clean and wash all ice machines.
- 10. Check and test all electrical controls.
- 11. Check all gas burners and valves.
- 12. Clean pilots and check igniters.
- 13. Check gas lines for leaks.
- 14. Check electric and gas ovens.
- 15. Warmers/Warming cabinets.
- 16. Hot and cold speed line.
- 17. Check exhaust fans including starters, bearings, belts, motors, and make necessary adjustments.
- 18. Descaling
- 19. Price to include all labor and maintenance materials such as lubricants, dirt blasters, condenser coil cleaners, contact cleaners, degreasers, brushes and towels.

- 20. Emergency service shall be extra and billed at the prevailing wage rate plus parts and materials.
- 21. Maintenance work to be performed during regular working hours.

H. Uniforms

All vendor's personnel shall be dressed in clean and standardized uniforms. All vendor's personnel shall wear an identification badge at all times as furnished/issued by the vendor.

I. Trucks/Vehicles

It is clearly understood and agreed that the Proposer shall be held liable for any damage caused by the Proposer's drivers to property owned by the District, and further agrees to notify the District in writing no later than 24-hours upon the incident occurring.

Any vehicle operated by the Vendor or their subcontractor shall be maintained in accordance with the California Highway Patrol (CHP) regulations. Any vehicle that develops a leak while on District premises shall not enter District property until repaired. The Vendor is responsible for having all oil residue and stains which result from leaking vehicles removed from the District property immediately and the affected areas made safe, without cost to the District.

Vendor's representatives driving a vehicle on District grounds shall use extreme caution at all times – maximum speed is 5 M.P.H.

J. New Locations

If at any time during the contract period the District requires additional services at an existing location or requires services to begin at a new location not listed herein, the Proposer shall furnish the required services upon written notice by the District. Cost of such additional or new services shall be at the rate set forth in the contract. The District reserves the right to decrease the number of locations to be serviced upon notification.

K. Performance

If the Proposer fails to perform the basic services, THE DISTRICT RESERVES THE RIGHT TO DEDUCT THE FEE FROM MONTHLY INVOICES.

A performance review will be conducted on an annual basis with the Director of Nutrition Services and the Assistant Director of Purchasing. If in the opinion of the District, the Proposer fails to perform satisfactorily or fails to furnish safe and satisfactory services, or otherwise fails to comply with the terms of this contract, the District may without further notice or demand, make arrangements for the work, or any part thereof, performed elsewhere, hold the Proposer responsible and liable for damage(s) which may be sustained by the District thereby or on account of the failure or neglect of said Proposer in performing any of the terms and conditions of this contract.

The District may cancel this contract at any time with thirty (30)-day written notice to the Proposer.

L. Proposal Content and Format

In addition to returning the mandatory forms the Vendor should also submit one (1) original and one (1) digital format (i.e. flash/pen drive) of the proposal following the guidelines listed below:

1. <u>Cover Letter</u>

A maximum one-page, dated introductory letter must be submitted including the legal name of the respondent, address, telephone number, email address and the name, title and signature of the person(s) authorized to submit the proposal on behalf of the firm.

2. Table of Contents

A Table of Contents of the material contained in the proposal should follow the Cover Letter. It should include titles and page numbers.

3. Executive Summary

This section should include a discussion of the proposal, approach, relevant assumptions and caveats associated with the proposed costs, and a brief summary of the company's professional qualifications. Also, provide an overview of the service and support structure related to all steps necessary to achieve problem resolution.

4. Overview of Competency

This section should outline the number of technicians and support staff as well as the contact information of the dispatch center. Particular emphasis should be placed on describing the staff that will be responsible for servicing the District. Include training descriptions and schedule for staff that will service the District.

5. <u>Service Agreement</u>

The Proposer will include two (2) signed and dated originals of the District's Service Agreement included in this RFP.

6. <u>Corporate Profile</u>

This section should include an overview of the company's history and current financial status and related documents such as brochures, financial statements, SEC 10Q/Ks, and other standard information. Financial documents will be kept secured and not subject to public information.

7. <u>References and Experience</u>

The Proposer will include three (3) references for similar work. Public K-12 Districts are preferred, but not required.

8. Mandatory Forms (Certificates and Certification Documents)

- a. Non-Collusion Statement
- b. Workers' Compensation Certification
- c. Insurance Requirements Form
- d. Criminal Background Investigation/Fingerprint Certification
- e. Drug Free Workplace Form
- f. Alcoholic Beverage and Tobacco Free Campus Policy Form
- g. Agreement (Two (2) Original Signature Copies)
- h. Proposal Acknowledgment Form
- i. Suspension and Debarment Certification, U.S. Department of Agriculture
- j. Disclosure of Lobbying Activities
- k. Iran Contracting Act of 2010 Compliance Affidavit
- I. Non-Discrimination Statement

M. Evaluation and Award of Contract

The award of a contract, if made by the District, will be based on the District's assessment of qualifications and desirability of the Vendors.

- 1. Evaluation Criteria: Written proposals will be initially screened for completeness. Proposals that are not materially complete, in the District's discretion, will not be evaluated further.
- 2. The remaining proposals will be evaluated using the following criteria. All data

and information in the written proposal will be subject to verification.

Selection Criteria	Weight
Price of Eligible Goods & Services	50%
Prior Experience with District and/or References	20%
Company Customer Service and Competence	10%
Company Experience, Background, Financial Health	10%
Certifications and Qualifications	10%
Total	100%

3. Without limiting the foregoing, such procedures may include a review of proposals and interviews of one or more Vendors by a review and selection committee composed of any of the District employees, consultants, and/or others.

The District reserves the right to request additional information and/or clarification from any or all Vendors that respond to this RFP.

N. Rejection of Proposal and Waiver of Irregularities

The District reserves the right to reject any or all proposals and to waive any immaterial irregularities in the proposal process or any proposal. The District also reserves the right to select any proposal which the District believes ins in the best interest of the District which may not provide the lowest price(s) submitted.

The right is reserved, as the interests of the District may require, to revise or amend the proposal documents prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Proposals. If the revisions and amendments are of a nature which requires material changes in quantities or prices proposed or both, the date set for the opening of the proposals may be postponed by the District to enable the Vendors to revise their proposals to account for such changes. In such cases, the addendum will include an announcement of the new date for opening proposals.

O. Erasures or Corrections to Entries

The proposal documents submitted must not contain any erasures, strikeovers or other

corrections of entries that impair accurate interpretation of the entry and/or understanding of the proposal.

If correction of an unintended entry is desired such correction must be clear and legible and clearly authenticated by initials of the person signing the proposal. Unclear or unauthenticated corrections may result in rejection of the proposal at the opinion of the District.

P. Withdrawal or Amendment of Submitted Proposal

- 1. Any proposal that has been submitted may be withdrawn prior to the scheduled time for the opening of proposals. A request to withdraw a proposal must be in writing and received by the District prior to the scheduled time for the opening of proposals.
- 2. No Contractor may submit more than one proposal.
- 3. After the scheduled time for the opening of proposals, these proposals may not be withdrawn for ninety (90) days.

Q. Obtaining Information

- 1. Outside sources: The District reserves the right to obtain from any and all sources information concerning a Vendor which the District deems pertinent to this Request for Proposal and to consider such information in evaluating the Vendor's proposal.
- 2. Inspections: Upon reasonable notice to the Vendor, the District reserves the right to make on-site inspections of the Vendor's installations and any proposed permitted assignee's (as provided in the Agreement) facilities which the District deems pertinent and necessary to evaluate the Vendor's proposal and to consider any information received from such inspection in evaluating the Vendor's proposal.

R. Proposal Costs

The District shall not be liable for any cost incurred by a Vendor in the preparation or delivery of its response to the Request for Proposal or for any other costs incurred because of this Request for Proposal.

S. Proposal Disclosure

1. All proposals received shall remain confidential until a contract resulting from this Request for Proposal is signed by the District and the apparent successful Vendor; thereafter the proposals shall be deemed public records. In the event that a Vendor desires to have portions of its proposal remain confidential, it is incumbent upon the Vendor to identify those portions in its transmittal letter deposited with the proposal package. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word "confidential" printed on the lower right-hand corner of the page.

- 2. The District will consider a Vendor's request(s) for confidentiality; however, the District will not be bound by the assertion that a page contains confidential material. An assertion by a Vendor that an entire volume of its proposal is confidential will not be honored. The District reserves the right to disclose all information in the proposal, even if the Vendor requests that it remain confidential if the District determines that disclosure is not prohibited by law or court order.
- 3. Until a contract resulting from this Request for Proposal is executed, no employee, agent or representative of any Vendor shall make available or discuss its proposal with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District, unless specifically allowed to do so in the Request for Proposal or in writing by the District for the purposes of clarification and evaluation.
- 4. Vendors shall not issue any news release(s) or make any statement to the news media pertaining to this Request for Proposal or any proposal and/or contract or work resulting therefrom without the prior written approval of the District which may be given or withheld in its sole and absolute discretion and then only in cooperation with the District.

T. Signatures

All proposals must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

U. Cancellation for Insufficient or Non-Appropriated Funds

The Vendor hereby agrees and acknowledges that monies utilized by the District to purchase the services listed in the proposal are public money appropriated by the State of California, the Federal Government, or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

V. Payment Terms

Cash Discounts of twenty (20) days or more are acceptable. Cash discounts of less than

20 days are not acceptable and will be considered as net 30 days. Net payments are normally paid within 30 days.

W. Vendor's Liability Insurance – Insurance Requirements

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the Owner from claims set forth below, which may arise out of or result from the Vendor's Work under the Contract and for which the Vendor may be legally liable, whether such Work are by the Vendor, by a subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Vendor under the Contract Documents.

CONTRACT AGREEMENT

(SCHOOL NUTRITION EQUIPMENT MAINTENANCE SERVICES RFP #20-21-101)

THIS CONTRACT AGREEMENT (this "**Contract**"), made and entered into this _____ day of _____, 2021, by and between *Covina-Valley Unified School District (the "District")* and

Proposer/Contractor Name

Mailing Address

City State Zip Code

Hereinafter referred to as "Proposer."

TERM OF AGREEMENT

The term of this agreement will be from July 1, 2021 through June 30, 2022.

CONTRACT RENEWALS

This contract is deemed to be a CONTRACT FOR SERVICES under the California Education Code Article 3, Section 17596. If mutually agreeable, the District reserves the right to renew the contract for two (2) additional twelve (12) month periods not to exceed three (3) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the Proposer, in writing, thirty (30) days prior to the expiration of the contract. The percentage markup and the landed costs may be "subject to adjustment" at the beginning of each annual contract period. It is expressly understood that the contract rate increases are not automatic or guaranteed. The Proposer's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The District reserves the right to reject any such request and re-bid and/or terminate said contract within the provisions of the existing agreement. It is understood that increases in the manufacturer's and/or processors landed costs to the Proposer are out of the control of the Proposer. Those price adjustments may be accepted or rejected by the District. Increases in the percentage markup price(s) in this RFP may not exceed the increase in the Consumer Price Index Urban for the Los Angeles/Long Beach region or price increases verified by labor rate increases justified by increases in labor contracts or State of California Department of Industrial Relations prevailing wage rates. The specific index to be reviewed is the C.P.I. for Los Angeles, California for the month of [that month which is six (6) months prior to the contract's annual end date] each year using the "Special Aggregate Index" category of "All Items Less Shelter" under the "All Urban Consumers" column.

DISCONTINUANCE OF SERVICE

Failure on the part of the successful Proposer to meet contract requirements shall be cause for cancellation. Either party may cancel the contract upon a thirty (30) day written notice to the other party prior to the end of the contract term.

Members in the District reserve the right to discontinue service upon 24-hours' notice for due cause which shall include such reasons as unsatisfactory product or service; or to extend the contract with present Proposer upon annual review of weighted factors, performance of service and/or provision of quality products. FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.

The member district (s) shall hold the successful Proposer liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the successful Proposer fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the member district(s) may purchase the items herein specified elsewhere, without notice to the successful Proposer. Additional costs accrued by the member district(s) through this purchase may be deducted from unpaid invoices or must be paid to the district(s) by the successful Proposer. Prices paid by the district(s) shall be considered the prevailing market prices at the time such service is provided.

PRICING

If at any time during the contract period the District requires additional services at an existing location or requires services to begin at a new location not listed herein, the Proposer shall furnish the required services upon written notice by the District. Cost of such additional or new services shall be at the rate set forth in the contract. The District reserves the right to decrease the number of locations or equipment to be serviced upon notification.

PRICE ADJUSTMENTS

No increase to the price will be allowed in the first contract year. The RFP may be extended upon mutual consent of the District and Proposer for an additional two (2) one-year periods. In the event of any price increase after the first contract year, a notice shall be sent to Covina-Valley USD, including proof of the increase, at least sixty (60) days prior to the effective date. Any change to the price shall be subject to mutual agreement by both parties. In the event of a decline in price, the successful Proposer is to give the District the immediate advantage of such a decrease and inform the District of the decrease. All services under this agreement shall be provided and invoiced at the Agreement price prevailing at the time the service is rendered.

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.

SERVICE MINIMUMS

The District reserves the right to decrease the number of locations to be serviced upon notification.

TRUCKS/VEHICLES CONDITIONS

It is clearly understood and agreed that the Proposer shall be held liable for any damage caused by the Proposer's drivers to property owned by the District, and further agrees to notify the District in writing no later than 24-hours upon the incident occurring.

Any vehicle operated by the Vendor or their subcontractor shall be maintained in accordance with the California Highway Patrol (CHP) regulations. Any vehicle that develops a leak while on District premises shall not enter District property until repaired. The Vendor is responsible for having all oil residue and stains which result from leaking vehicles removed from the District property immediately and the affected are made safe, without cost to the District.

Vendor's representatives driving a vehicle on District grounds shall use extreme caution at all times – maximum speed is 5 M.P.H.

QUALITY CONTROL

The District reserves the right to discontinue service of all or any 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 standard, and to hold the contractor in default.

ACCOUNTING

Invoices will be furnished in triplicate and include site serviced and any other details required. The payment terms of this contract shall be "Net 30 days" unless otherwise indicated below. All invoices are due and payable within 30 days from the statement date. The Proposer will list all discounts and payment options available on the Proposal Worksheet if terms other than "Net 30 days" are offered.

RIGHT TO AUDIT

The Proposer shall submit to third party audits and/or inspections initiated by the Member District(s) 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, safety guidelines, pricing and billing. Proposers 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.

FORCE MAJEURE

The parties to the Proposal will be excused from performance during the time and to the

extent that they are prevented from obtaining, delivering or performing by "Act of God", fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party provided that it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

SAFETY AND SECURITY

The Proposer shall comply with all District member district security regulations.

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).

Proposer's representatives driving motor vehicles on school grounds must use extreme caution at all times. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the affecting district.

INSURANCE

Proposer shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District(s) from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Proposers are required to furnish certificates of insurance prior to start of work.

- a. Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000/\$2,000,000 Aggregate.
- b. Property Damage Liability Insurance including auto (both owned and nonowned): Not Less Than \$1,000,000 Aggregate.
- c. Insurance certificate must name the District(s) as additional insured.
- d. Certificate to be submitted by vendor must be submitted prior to award.

AFFIRMATIVE ACTION

The Proposer shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet Federal and State guidelines.

No discrimination shall be made in the employment of persons in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

HOLD-HARMLESS CLAUSE

To the fullest extent permitted by law, the Proposer agrees to indemnify, defend and hold the District entirely harmless from all liability arising out of:

Any and all claims under Workers' Compensation acts and other employee benefit acts

with respect to Proposer's employees or Proposer's subcontractor employees arising out of Proposers 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 Proposer, or any person, firm or corporation employed by the Proposer, either directly or by independent contract, including all damages due to loss or theft, sustained by and person, firm or corporation including the District, arising out of, or in any way connected with the Proposers work under this Proposal, including injury or damage either on or off the District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the District.

The Proposer, at the Proposers own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

FINGERPRINTING

Successful Proposer agrees to comply with all provisions of Education Code Section 45125.1 Proposer will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities for purposes of providing services covered by this Proposal during normal district hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Proposer will provide the District with a list of all employees providing services pursuant to this RFP. In the alternative, Proposer shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during normal district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 45125.1.

PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

ATTORNEYS' FEES

In the event of any dispute between the District, District, member district(s), and Contractor pertaining to this Contract or the services or products provided for hereunder, each party agrees to pay their own attorneys' fees 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.

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). Covina-Valley Unified School District and The Districts' officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The Districts maintain a written standard covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Government Code Section 8350 et. seq., the successful Proposer will be required to execute a Drug-Free Workplace Certification upon execution of the contract. The Proposer will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including the termination of the contract or suspension of payment thereunder. Certification form included in proposal documents must be completed and submitted with RFP. RFPs received without these forms/certifications will not be considered.

ALCOHOLIC BEVERAGE AND TOBACCO FREE CERTIFICATION

The successful Proposer shall agree to enforce an alcoholic beverage and tobacco-free work site. Certification form included in proposal documents must be completed and submitted with RFP. RFPs received without these forms/certifications will not be considered.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year first above written.

DISTRICT: **PROVISIONER:** Covina-Valley Unified School District Signature: _____ Signature: _____ By: Michele Doll, Ed.D. By: _____ Title: Assistant Superintendent of Education Title: _____ Address: Address: 519 E. Badillo Street Covina, CA 91723 Phone No: Phone No: (626) 974-7000 Authorized Officers or Agents (Corporate Seal)

SITE/LOCATION LIST

COVINA-VALLEY UNIFIED SCHOOL DISTRICT

DISTRICT OFFICE ALL DEPARTMENTS

District Warehouse

K-5 SCHOOLS

Barranca School Ben Lomond School Cypress School Grovecenter School Manzanita School Merwin School Mesa School Rowland School Workman School

MIDDLE SCHOOLS

Las Palmas School Sierra Vista School Traweek School

HIGH SCHOOLS

Covina High School Fairvalley High School Northview High School South Hills High School

OTHER SITES

Pioneer Center Children's Center ADDRESS

519 E. Badillo St.

ADDRESS

727 S. Barranca Ave.
621 E. Covina Blvd.
351 W. Cypress Ave.
775 N Lark Ellen Ave.
4131 N. Nora Ave.
16125 E. Cypress Ave.
409 S. Barranca St.
1355 E. Rowland Ave.
1941 E. Workman Ave.

ADDRESS

641 N. Lark Ellen Ave. 777 E. Puente Ave. 1941 E. Rowland Ave.

ADDRESS

463 S. Hollenbeck Ave.758 W. Grondahl St.1016 W. Cypress Ave.645 S. Barranca St.

ADDRESS

160 N. Barranca Ave. 4400 N. Roxburgh Ave.

CITY, STATE, ZIP

Covina, CA 91723

CITY, STATE, ZIP

Covina, CA 91723 Covina, CA 91722 Covina, CA 91722 W. Covina, CA 91790 Covina, CA 91722 Irwindale, CA 91706 W. Covina, CA 91791 W. Covina, CA 91790 W. Covina, CA 91791

<u>CITY, STATE, ZIP</u>

Covina, CA 91722 Covina, CA 91723 W. Covina, CA 91791

CITY, STATE, ZIP

Covina, CA 91723 Covina, CA 91722 Covina, CA 91722 W. Covina, CA 91791

CITY, STATE, ZIP

Covina, CA 91723 Covina, CA 91722

Covina-Valley Unified School District 519 E. Badillo Street, Covina, CA 91723

School Nutrition Preventative Equipment Maintenance Request for Proposal #20-21-101 Submit Proposal by May 13, 2021 at 10:00 a.m.

Request for Proposal Signature Page

This Request for Proposal (RFP) is for School Nutrition Equipment Maintenance for Covina-Valley Unified School District.

Before submitting your proposal, please read the **Terms and Conditions, Required Proposal Documents, and Contract Agreement** and thoroughly acquaint yourself with the project. Submit all Proposals in a sealed envelope showing the Company Name, RFP Name & Number, Submission Due Date, and Time. Proposals must reach the Covina-Valley Unified School District Purchasing Department, at the address listed above by the time and date listed above. You must provide a Digital format copy (i.e. flash drive/pen drive) of the proposal with the hard (Original) copy of the proposal. Contact Robin Harbert at <u>rharbert@c-vusd.org</u> for requests for information or if further clarification is needed.

The undersigned hereby proposes and agrees to furn	-
accordance with the terms, conditions, specifications, a	nd prices herein quoted.
Signed By:	
Printed Name of Signor above:	
Title:	Date:
Company Name:	
Mailing Address:	
City State	Zip Code
Phone Number Fax Num	ber
E-Mail Address:	

TO: Covina-Valley Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Proposals and other documents relating thereto, the undersigned proposer, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the specifications, and other Contract Documents, hereby proposes and agrees to perform the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the preventative maintenance of:

REQUEST FOR PROPOSAL SCHEDULE NO. 19-20-101

NUTRITION SERVICES PREVENTATIVE EQUIPMENT MAINTENANCE SERVICES

in the District described above, all in strict conformance with the Request for Proposals and other Contract Documents on file at the Purchasing Office of said District for amounts set forth herein.

2. **PROPOSER ACKNOWLEDGES THE FOLLOWING ADDENDUM:**

| Number |
|--------|--------|--------|--------|--------|--------|--------|--------|
| | | | | | | | |

Acknowledge the inclusion of all addenda issued prior to proposal in the blanks provided above. Your failure to do so may render your proposal non-responsive.

3. A. TOTAL PREVENTATIVE MAINTENANCE YEARLY PRICE IN WORDS & NUMBERS:

_____DOLLARS
(\$ ______)
B. <u>REPAIR COSTS:</u>
STRAIGHT TIME PER HOUR: _____

OVERTIME PER HOUR:

HOLIDAY TIME PER HOUR:

4. <u>TIME OF AWARD</u>: In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract

as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible proposer, if applicable.

It is understood that the District reserves the right to reject any or all proposals and/or waive any irregularities or informalities in this proposal or in the RFP process. The Contractor understands that it may not withdraw this proposal for a period of ninety (90) days after the date set for the opening of proposals.

5. The required Non-Collusion Declaration is attached hereto.

6. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If proposer or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if proposer or other interested person is an individual, state the first and last names in full.)

7. The undersigned proposer shall be licensed and shall provide the following California Contractor's license information:

License Number:

License Expiration Date:

Name on License:

Class of License: _____

DIR Registration Number:

If the proposer is a joint venture, each member of the joint venture must include the above information.

8. The proposer declares that he/she has examined the Contract Documents, including the Terms and Conditions, Addenda, and Specifications, all others documents and requirements that are attached, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Proposal Form.

9. <u>DEBARMENT</u>. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant

to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

a. Intentionally or with reckless disregard, violated any term of a contract with the District;

b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;

c. Committed an act or offense which indicates a lack of business integrity or business honesty; or

d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated proposer, declare under penalty of perjury that the information provided and representations made in this proposal are true and correct.

Proper Name of Company		
Name of Proposer Representative		
Street Address		
City, State, and Zip		
()		
Phone Number		
()		
Fax Number		
E-Mail		
By:	Date:	
Signature of Proposer Representat	ve	

NOTE: If proposer is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if proposer is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if proposer is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

REFERENCES AND EXPERIENCE

Please list three of the largest contracts with school districts/companies in the State of California within the last three years.

Name of District/Company:
Contact Person:
Address:
Telephone Number:
Email Address:
Description of Service:
Contract Price:
Service Dates:
Name of District/Company:
Contact Person:
Address:
Telephone Number:
Email Address:
Description of Service:
Contract Price:
Service Dates:
Name of District/Company:
Contact Person:
Address:

Telephone Number:	
Email Address:	
Description of Service:	
Contract Price:	
Service Dates:	

APPENDEX DOCUMENTS ATTACHED

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder 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 bidder.

	I decla	are uno	der pei	nalty c	of perjury und	er th	e laws of th	e Stat	e of California that the foregoing is t	rue
and	correct	and	that	this	declaration	is	executed	on	[Date],	at
			[0	City], _			[State].			

Signed: ______

Typed Name: _____

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

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:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.

3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

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

(Signature)

(Print)

(Date)

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 submitted with the Contractor's bid

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the Covina-Valley Unified School District within five (5) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 18 of the General Conditions.

1. <u>General Liability Insurance</u>: Certificate of Insurance with all specific insurance coverages set forth in Article 18 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 18 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

(Title)		(Department)
(Company)		
(Street Address)		
(City)	(State)	(Zip Code
()(Telephone Number)		

2. <u>Workers' Compensation/ Employer's Liability Insurance</u>: Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 18 of the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements. 3 <u>Automobile Liability Insurance</u>: Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 18 of the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn:			
	(Title)		(Department)
	(Company)		
	(Street Address)		
	(City)	(State)	(Zip Code)
	()(Telephone Number)		
ATE:			
		CONTRACTOR	
		By:	

Signature

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

[Name of Contractor/consultant]

_____ certifies that it has performed one of the following:

Pursuant to Education Code section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Covina-Valley Unified School District, pursuant to the contract/purchase order dated ______, and that none have been convicted of serious or violent felonies, as specified in Penal Code sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- Pursuant to Education Code section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
 - **1**. The installation of a physical barrier at the worksite to limit contact with pupils.
 - □ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date_____, 20____

[Name of Contractor/Consultant]

By its:_____

ATTACHMENT A:

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 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:

Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, 1. 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:

- The dangers of drug abuse in the workplace; a.
- The person's or organization's policy of maintaining a drug-free workplace; b.
- The availability of drug counseling, rehabilitation and employee-assistance programs; and c.
- d. The penalties that may be imposed upon employees for drug abuse violations;

3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

I also understand that if the Covina-Valley Unified School 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 section 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

<u>CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND</u> <u>TOBACCO-FREE CAMPUS POLICY</u>

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

DATE:

Contractor

By:____

Signature

SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this bid, 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 bid.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name	Title	Signature	Date

NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID 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 whom this bid 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," "bid," 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 bid 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.

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Name of Food Service Management or Food Service Consulting Compan	y:	
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting bids for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

- 1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- 2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

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 bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and Federail ID Number if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

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

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	Date Executed

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a bid for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	Date Executed

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

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

This institution is an equal opportunity provider.

SITE	EQUIPMENT TYPE	MANUFACTURER	MODEL
Barranca	Freezer	Victory	VF-2
Elementary School	Double Stack Oven	Blodgett	DFG200
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	H5
	Speedline Cabinet	GA Systems	H5
	Walk-in Freezer	thermalrite	TR 3478
	Walk-in Refrigerator	Trenton	TLP62A
Ben Lomond	Freezer	Traulsen	G22010-32
Elementary School	Freezer	Victory	VF-2
	Double Stack Oven	Blodgett	DFG100
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	H5
	Speedline Cabinet	GA Systems	H5
	Walk-in Refrigerator	Trenton	TPLP209MAS1BR6
Covina	Freezer	Traulsen	GHT 1-32 WUT
High School	Freezer	Hoshizaki	FH2-AAC
	Freezer	Traulsen	G22010
	Freezer	Utility	F-60-SS-2S-D-C
	Freezer	Utility	F-60-SS-2S-D-C
	Freezer	Victory	
	Refrigerator	Traulsen	G20010
	Warming Drawers	Toastmaster	
	Refrigerator	Victory	RS-3D-S7-PT
	Double Stack Oven	Blodgett	DFG200
	Double Stack Oven	Blodgett	DFG200

SITE	EQUIPMENT TYPE	MANUFACTURER	MODEL
	Ice Maker	Hoshizaki	KM-900MAH
	Speedline Cabinet	GA Systems	C4
	Speedline Cabinet	GA Systems	SB Series
	Speedline Cabinet	GA Systems	SB76
	Speedline Cabinet	GA Systems	H5
	Speedline Cabinet	GA Systems	H5
	Speedline Cabinet	Wells Mfg. Co.	MOD-400DM
	Stove	Wolf	
	Walk-In Refrigerator	Russell	AA28-122B
	Warming Cabinet	Winston Industries	CA8522GR
	Warming Cabinet	CresCor	120-PH-1836
	Warming Cabinet	CresCor	H137UA12C
Cypress	Refrigerator	Victory	VR-1
Elementary School	Freezer	Traulsen	G22010
	Freezer	Victory	VF-2
	Double Stack Oven	Blodgett	DFG200
	Warming Cabinet	Bevles	CA70-CVMP12
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	H5
	Speedline Cabinet	Carter-Hoffman	FS-H-50
	Walk-In Refrigerator	Trenton	TLP62A
Fairvalley Alternate	Freezer	Hoshizaki	FH2-AAC
High School	Refrigerator	Hoshizaki	RH2-AAC
-	Refrigerator	Hoshizaki	RH2-AAC
	Refrigerator	True.	T-49-HC
	Double Stack Oven	Blodgett	DFG100
	Double Stack Oven	Blodgett	DFG200
	Speedline Cabinet	GA Systems	C5

NUTRITION SERVICES EQUIPMENT LIST

SITE	EQUIPMENT TYPE	MANUFACTURER	MODEL
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	H5
	Speedline Cabinet	GA Systems	H5
Grovecenter	Refrigerator	Hoshizaki	RH2-AAC
Elementary School	Refrigerator	Utility	RIR-68-SS-2S-L
	Freezer	Hoshizaki	FH1-AAC
	Freezer	Traulsen	G22010
	Freezer	Utility	RIR-68-SS-2S-L
	Double Stack Oven	Blodgett	DFG200
	Speedline Cabinet	GA Systems	CS20
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	H5
	Speedline Cabinet	GA Systems	H5
Las Palmas	Freezer	Hoshizaki	FH2-AAC
Middle School	Double Stack Oven	Blodgett	DFG200
	Ice Maker	Manitowoc	B570
	Walk-In Refrigerator		
	Walk-In Freezer	Russell	AE26-92 B
	Walk-In Refrigerator	Bohn	LET0651M
	Warming Cabinet	CresCor	H137UA12C
	Warming Cabinet	CresCor	H137SUA12C
	Warming Cabinet	CresCor	H137UA12C
Mesa	Refrigerator	Traulsen	G20010-32
Elementary School	Refrigerator	Hoshizaki	RH2-AAC
	Refrigerator	Victory	VR-2
	Freezer	Victory	VF-2

SITE	EQUIPMENT TYPE	MANUFACTURER	MODEL
	Double Stack Oven	Blodgett	DFG200
	Warming Cabinet	CresCor	131UA11LH
	Cold Cabinet	GA Systems	E3
	Microwave	Amana	RCS710B
	Speedline Cabinet	GA Systems	C4
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	H4
	Speedline Cabinet	GA Systems	H4
	Walk-In Freezer	Norlake	KI/DP26X66
Merwin	Refrigerator	Traulsen	G20010
Elementary School	Freezer	Utility	F-60-SS-2S-D
	Double Stack Oven	Blodgett	DFG200
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	C4
	Speedline Cabinet	GA Systems	H5
	Speedline Cabinet	GA Systems	Hot - Serial 644
	Walk-In Refrigerator		
	Warming Cabinet	FWE	UHS-12
Manzanita	Freezer	Victory	VF-2
Elementary School	Double Stack Oven	Blodgett	DFG200
	Speedline Cabinet	GA Systems	C Series
	Speedline Cabinet	GA Systems	
	Speedline Cabinet	GA Systems	
	Walk-In Refrigerator		
Northview	Freezer	Victory	VF-2
High School	Freezer	Victory	VF-2
-	Refrigerator	Traulsen	G20010
	Refrigerator	Victory	

NUTRITION SERVICES EQUIPMENT LIST

SITE	EQUIPMENT TYPE	MANUFACTURER	MODEL
	Warming Drawers	Toastmaster	
	Warming Drawers	Toastmaster	
	Warming Drawers	Toastmaster	
	Steam Table	GA Systems	S Series
	Steam Table	Thurmaduke	3 SR
	Combo Unit	Thermalrite	
	Double Stack Oven	Blodgett	DFG200
	Double Stack Oven	Blodgett	DFG200
	Double Stack Oven	Blodgett	DFG200
	Warming Cabinet	CresCor	H137SUA12C
	Warming Cabinet	FWE	UHS-12
	Ice Maker	Scotsman	
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	C4
	Speedline Cabinet	GA Systems	SB 76
	Speedline Cabinet	GA Systems	H5
	Speedline Cabinet	GA Systems	H4
	Walk-In Refrigerator	Commercial Cooling	10 138
Pioneer Center	Freezer	Victory	VF-1
	Refrigerator	Victory	RA-2D-S7-PT
	Cold Table	Continental	SW48-8
	Cold Table	Continental	DL60-24M
	Dish Machine	СМА	L-1X
	Double Stack Oven	Blodgett	DFG200
	Warming Cabinet	CresCor	H137UA12D
	Fryer	TriStar	TS Series
	Ice Maker	Scotsman	8322S
	Range	American Range	
	Salamander	American Range	ARCM-36

SITE	EQUIPMENT TYPE	MANUFACTURER	MODEL
	Sealing Machine	Oliver	
	Warming Table	Duke	E 303 M
	Walk-In Freezer	Commerical Cooling	10 179
	Walk-In Refrigerator	Commerical Cooling	
Rowland	Freezer	Hoshizaki	FH2-AAC
Elementary School	Double Stack Oven	Blodgett	DFG200
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	Carter-Hoffman	FS-C-50
	Speedline Cabinet	Carter-Hoffman	FS-H-50
	Speedline Cabinet	Carter-Hoffman	FS-H-50
	Speedline Cabinet	GA Systems	C5
	Walk-In Refrigerator	Russel	TW18-65
South Hills	Warming Cabinet	CresCor	H137SUA12C
High School	Warming Cabinet	CresCor	H137SUA12D
	Freezer	Utility	F-60-SS-2S-D
	Freezer	Utility	F-60-SS-2S-D
	Freezer	Victory	VF-2
	Freezer	Victory	VF-2
	Refrigerator	Utility	PT-R-50-SS-2G-2G-D
	Refrigerator	Hoshizaki	RH2-AAC
	Refrigerator	Traulsen	
	Refrigerator	Victory	VF-2
	Warming Drawers	Toastmaster	
	Warming Drawers	Toastmaster	
	Double Stack Oven	Blodgett	DFG100
	Double Stack Oven	Blodgett	DFG100
	Griddle		
	Warming Cabinet	CresCor	H137SUA12C
	Warming Cabinet	CresCor	H137SUA12D

SITE	EQUIPMENT TYPE	MANUFACTURER	MODEL
	Warmer	Hot Food Boxes	M11UAMA
	Ice Maker	Scotsman	
	Microwave	Panasonic	NE-1257
	Oven	Montague	
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	H5
	Speedline Cabinet		
	Speedline Cabinet	GA Systems	H5
	Warming Table		
	Range		
	Walk-In Refrigerator	Commerical Cooling	10 429
	Speedline Cabinet	GA Systems	
Sierra Vista	Freezer	Victory	VF-1
Middle School	Freezer	Hoshizaki	CF2B-FS
	Freezer	Victory	VF-2
	Double Stack Oven	Blodgett	DFG200
	Ice Maker	Hoshizaki	KM-320MAH
	Walk-In Freezer	Bohn	LET0651M
	Walk-In Refrigerator	Heatcraft	LCA6135AMC2B
	Warming Cabinet	CresCor	H137UA12D
	Warming Cabinet	CresCor	H137SUA12C

SITE	EQUIPMENT TYPE	MANUFACTURER	MODEL
	Warming Cabinet	FWE	RH-18
	Warming Cart	Cambro	47620
	Warming Table	Thermaduke	ECC 42SR
	Range	Garland	
	Walk-In Refrigerator	Trenton	TLP62A
Traweek	Freezer	Hoshizaki	FH2-AAC
Middle School	Freezer	Utility	F-60-SS-2S-D
	Refrigerator	Hoshizaki	RH2-AAC
	Warming Drawers	Toastmaster	
	Warming Drawers	Toastmaster	
	Warming Table	Thermaduke	ECC-42SR
	Double Stack Oven	Blodgett	DFG200
	Warming Cabinet	CresCor	H137SUA12C
	Ice Maker	Hoshizaki	KM-320MAH
	Warming Cabinet	Wittco	RT-32-IS
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	HC76
	Walk-In Freezer	RMI	16636
	Walk-In Refrigerator	Commercial Cooling	10-137
Covina-Valley	Freezer	Hoshizaki	FH2-AAC
Children's Center	Freezer	Hoshizaki	FH2-AAC
	Double Stack Oven	Blodgett	DFG200
	Warming Cabinet	CresCor	H137SUA12C
	Walk-In Freezer	Duracold	F1
	Walk-In Refrigerator	Duracold	F1

SITE	EQUIPMENT TYPE	MANUFACTURER	MODEL
Warehouse Continued	Walk-In Refrigerator	Heat Trans Products Group	ITA34-224-AE
	Walk-In Refrigerator	Heat Trans Products Group	ITA26-320-AE
Workman	Freezer	Hoshizak	FH2-AAC
Elementary School	Double Stack Oven	Blodgett	DFG100
	Microwave	Amana	RCS7108
	Speedline Cabinet	GA Systems	C4
	Speedline Cabinet	GA Systems	C5
	Speedline Cabinet	GA Systems	H5
	Speedline Cabinet	GA Systems	H5
	Walk-In Refrigerator	Trenton	TTL060MA-S1A
	Warming Cabinet	Ерсо	INSA13624HMP-SP