



Request for Proposal #22-23-107

**SCHOOL NUTRITION PAPER, PLASTIC
AND FILM PRODUCTS**

For

**The San Gabriel Valley Food Services
Cooperative Purchasing Group**

Issue Date: March 3, 2023

Submit By: April 12, 2023 at 10:00 A.M.

Contact:

Robin Harbert

Assistant Director Purchasing

(626) 974-7000 ext. 800128

rharbert@c-vusd.org

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- THE SAN GABRIEL VALLEY FOOD SERVICES COOPERATIVE PURCHASING GROUP (Co-Op) Member District Profile (30 Districts) Exhibit A
- Non-Collusion Affidavit Exhibit B
- Certificate of Independent Price Determination
- RFP Exhibit C Paper and Plastic Products & Exhibit D Film Spreadsheets
- Drug Free Workplace Form
- Alcoholic Beverage and Tobacco Free Campus Policy Form
- Suspension and Debarment Certification, U.S. Department of Agriculture
- Disclosure of Lobbying Activities
- Iran Contracting Act of 2010 Compliance Affidavit
- Proposer Questionnaire

Download the following documents from the district website:

- Request for Proposal 22-23-107
- USDA Non-Discrimination Statement
- FD-144, SP 04-2018, SFSP 01-2018, CACFP 04-2018 Market Basket Analysis when Procuring Program Goods and Modifying Contracted-For Product Lists,
- 7 CFR Parts 210, 215 and 220 Procurement Requirements for the National School Lunch, School Breakfast and Special Milk Programs
- Appendix II to 2 CFR 200.321
- Appendix II to 2 CFR Part 200

NOTICE OF REQUEST FOR PROPOSAL

RFP #22-23-107

Notice is hereby given that, on behalf of thirty (30) member districts in the San Gabriel Valley Food Services Cooperative Purchasing Group, the Board of Education for the Covina-Valley Unified School District (District) Covina, Ca (Los Angeles County), will receive sealed RFPs **Request for Proposal Number 22-23-107** for the procurement of the following:

SCHOOL NUTRITION PAPER, PLASTIC AND FILM PRODUCTS

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 April 12, 2023. RFP shall be opened in public at the above-stated place.

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 No RFP may be withdrawn for ninety (90) days.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, on behalf of the purchasing group, reserves the right to reject any or all RFPs, to waive any discrepancy or technicality, and to award the contract for goods or services to other than the lowest RFP. 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 member districts in the purchasing group, taking into consideration all aspects of the contractor's response, including the total net cost.

This RFP is for a fixed-price contract. Price will be the primary factor for the award of the contract. An **optional** Bidders Conference for the purpose of acquainting prospective bidders with the unique requirements of the purchasing group will be held on **March 22, 2023 at 10:00 A.M.** on zoom at <https://glendaleusd.zoom.us/j/84612090449>. Please indicate your name on the screen with the format (Company name + your name).

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

Questions regarding this RFP may be directed to Covina-Valley Unified School District, Robin Harbert, Assistant Director Purchasing, rharber@c-vusd.org.

Robin Harbert
Assistant Director Purchasing
Covina-Valley Unified School
District

Publish: 3/03/23 & 3/10/23

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

School Nutrition Paper, Plastic and Film Products Request for RFP # 22-23-107
Submit RFP by April 12, 2023 at 10:00 a.m.

Request for Proposal Signature Page

This Request for Proposal (RFP) is for school nutrition paper products for the member districts in the San Gabriel Valley Food Services Cooperative Purchasing Group (Co-Op).

Before submitting an RFP, please read the **Instructions and Conditions, Required RFP Documents, and Contract Agreement** and thoroughly acquaint yourself with the project. Submit all RFPs in a sealed envelope showing the Company Name, RFP Name & Number, Submission Due Date, and Time. RFPs must reach the Covina-Valley 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. You must provide a flash drive of the RFP and the Exhibit C (Paper Products) & D (Film) Spreadsheet. Contact Robin Harbert at rharter@c-vusd.org for requests for information or if further clarification is needed.

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

Signed By: _____
(Manual Signature-Unsigned RFPs will be rejected)

Printed Name of Signor above: _____

Title: _____ Date: _____

Company Name: _____

Mailing Address: _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

E-Mail Address: _____

NOTE: RFPs SUBMITTED BY FAX ARE NOT ACCEPTABLE.

PROJECT SCHEDULE

All events are held at Covina-Valley Unified School District, Purchasing Department,
519 E. Badillo Street, Covina, Ca 91723

Issue Date: March 3, 2023

Optional Pre-RFP Conference March 22, 2023 at 10:00 a.m.
(<https://glendaleusd.zoom.us/j/84612090449>)

Request for Information Deadline: March 31, 2023 at 2:00 p.m.

Final Addendum: April 6, 2023

RFP Due/Opening: April 12, 2023 at 10:00 a.m.
Purchasing Department

Protest Deadline: April 19, 2023 by 10:00 a.m.

Board Approval: May 8, 2023

Recap of RFP: Available after Board Approval

Contact: Robin Harbert
Assistant Director Purchasing
Covina-Valley Unified School District
519 E. Badillo Street
Covina, CA 91723
(626) 974-7000 ext. 800128

INSTRUCTIONS TO PROPOSERS

PURPOSE OF THIS RFP

The San Gabriel Valley Food Services Cooperative Purchasing Group, hereinafter referred to as Co-Op, is seeking RFPs from qualified companies to procure and deliver paper, plastic and film products to receiving sites within the member districts. **The paper and plastic products will be awarded to one (1) winning proposer for all member districts in the Co-Op. A second distributor may be awarded as a backup. The film will be awarded by line item.** A backup proposer will only be used when the winning vendor is unable to deliver the paper and plastic item(s) ordered by a member district on a regularly scheduled delivery date. Furthermore, in the event that the winning vendor is unable to fulfill the contract between the winning vendor and the member district(s), a backup proposer may enter into a contract with a member district upon mutual agreement without re-submitting another RFP. The RFP proposed by the backup vendor shall stay effective till the end of the contract term. Each individual member district will act as the sole judge on whether the contract requirements are met to the district's satisfaction. This RFP defines the program, the products, and the services that are being sought from the Proposer and generally outlines the program requirements.

SCOPE OF SERVICES

The selected vendor(s) will partner with the Co-Op member districts over the term of the contract resulting from this RFP to procure and deliver paper, plastic and film products to sites designated within the member districts (see Exhibit A for individual member district profile). The Co-Op is comprised of the following school districts at the time of the issuance of this RFP:

1. Alhambra Unified School District
2. Arcadia Unified School District
3. Azusa Unified School District
4. Baldwin Park Unified School District
5. Bassett Unified School District
6. Burbank Unified School District
7. Charter Oak Unified School District
8. Covina-Valley Unified School District
9. Duarte Unified School District
10. East Whittier City School District
11. El Monte City School District
12. El Monte Union High School District
13. Garvey School District
14. Glendale Unified School District
15. Glendora Unified School District
16. Hacienda La Puente Unified School District
17. Lowell Joint School District
18. Lynwood Unified School District
19. Mountain View School District
20. Pasadena Unified School District
21. Rosemead School District
22. Rowland Unified School District
23. San Gabriel Unified School District
24. San Marino Unified School District
25. South Pasadena Unified School District
26. South Whittier School District
27. Temple City Unified School District
28. Valle Lindo School District
29. Walnut Valley Unified School District
30. West Covina Unified School District

The Co-Op Districts student meal Average Daily Participation (ADP) is 222,500. The Co-Op may accept new school district members prior to annual renewal of contract. **This is an exclusive Request for Proposals, no District outside the Co-Op may piggyback on this RFP.**

GENERAL INSTRUCTIONS AND CONDITIONS – RFP # 22-23-107:

1. RFPs are requested for furnishing the Co-Op member districts, for Paper, Plastic and Film Products for the period of July 1, 2023 through June 30, 2024 (“Initial Term”). The Initial Term may be extended upon mutual consent of the Co-Op and Proposer for an additional two (2) terms of one (1) year each commencing July 1st and ending June 30th of the following year (“Additional Terms”) in accordance with the terms agreed to by Co-Op and Proposer at such time and consistent with provisions in Education Code section 39803(a). Each member district reserves the right to determine purchase amount based on the member district’s operational need.
2. RFPs are to be verified before submission, as they cannot be corrected or withdrawn after RFPs are opened. The signatures of all persons shall be in longhand in ink. Proposers 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 RFPs shall be submitted in sealed envelopes bearing on the outside **the name of the vendor, the name and RFP number, submission due date and time**. It is the sole responsibility of the vendor to see that their RFP is received in proper time. Any RFPs received after the scheduled closing time for receipt of RFPs will be returned to the vendor unopened. No oral, facsimile or telephonic modification of any RFP submitted will be considered.
3. The Proposer will agree to provide duplicate copies of invoices, direct billing, discount pricing, or credit memos which will reflect the value of the products. When requested, the vendor must make available samples, free of charge, of the products included in their response to this RFP for testing at a time and place to be determined by the Co-Op Committee.

LIMITATIONS

The Co-Op shall not be obligated to accept the lowest priced proposal (price will be the primary factor for evaluating and scoring), but will be evaluating proposals with the intent of awarding to one responsible distributor and one backup distributor as needed. The Co-Op reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the member districts. The Co-Op may take into account the performance of the bidder with respect to any recent contract(s) with other school districts. The Co-Op, 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 member districts. This RFP is not an offer by the Co-Op to contract with any party responding to this RFP. The Co-Op makes no guarantee that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The Co-Op 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 Co-Op.

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 Co-Op Districts, Board of Trustees, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response. Pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) the contractor certifies that it will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal 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.

INSTRUCTIONS FOR SUBMITTING RFPS

1. **RFP FORMAT AND REQUIRED INFORMATION:** Proposers responding to this RFP must follow the format in the section of Required RFP Documents. Proposer must submit **one (1) paper copy and one (1) digital copy on a flash drive** of their RFP. The Exhibit C and D Spreadsheets **MUST** also be included on the flash drive. If you are proposing an alternate product, that item must be listed separately at the end of the Exhibit C and D Spreadsheets. Do not alter the product grid at all. Altering the spacing may eliminate your prices being considered. RFPs 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 RFPs are opened. Proposers 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 Proposer to see that their RFP is received in proper time. Any RFPs received after the scheduled closing time for receipt of RFPs will be returned to the vendor unopened. No oral, facsimile, electronic or telephonic modification of any RFP submitted will be considered. You may include a link to your company's web site to reference supplemental or additional information.
 - a. Each RFP 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 Co-Op, 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 RFP. Obligations assumed by such signature must be fulfilled.
 - b. Corrections made of entries on the RFP must be initialed in ink by the same person who signs the form for the Proposer. No corrections can be made after the time stated for receiving RFPs.

- c. RFPs are to be verified before submission, as they cannot be corrected after RFPs are opened. All RFPs 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 vendor to see that his/her RFP is received in proper time. Any RFPs received after the scheduled closing time for receipt of RFPs will be returned to the vendor unopened. No oral, facsimile, electronic or telephonic modification of any RFP submitted will be considered.
 - d. Proposers shall fully answer each question on the RFP Worksheet and Distributor Questionnaire of this request for Proposal. An RFP shall be deemed non-responsive if a Distributor fails to answer every question on the above-mentioned documents.
2. **WITHDRAWAL OF RFPs:** A Proposer may withdraw an RFP by letter or in person prior to submission deadline. RFPs may not be withdrawn after April 12, 2023 at 10:00 a.m.
3. **TESTS, SUBSTITUTIONS, AND SAMPLES:** All items proposed must conform to the specifications set forth in these RFP documents. BPA products are preferred. The Co-Op reserves the right to reject all RFPs that do not conform to the specifications. When proposing on brands or products other than those specified, the Proposer must state on the RFP if you are submitting an “equivalent” or “like” product, from what is currently at the majority of the Co-Op Members Districts. The Co-Op may require product samples and test the same to ensure that the products meet the Co-Op quality standards. Where samples are requested, they must be furnished free of charge. Samples will not be returned. Suitability and valuation of “equals” rests in the sole discretion of the Co-Op, for a “like” item to be considered an approved substitution.
4. **SUBSTITUTIONS:** Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words or “equal” unless the RFP specifically requires no substitutions. When submitting RFPs on brands other than those specified, the proposer must state on the RFP the brand, quality, code number, case quantity, size and description on each substitution item proposed. Proposer shall provide full descriptive information covering the product proposed. Proposer shall furnish samples when requested.
5. **SALES TAX:** Do not include California State Sales or Use Taxes in unit prices. This tax will be added and paid for by the Co-Op Members Districts, if applicable. Do not include or add Federal Excise Tax as the Co-Op Members Districts are exempt.
6. **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.
7. **REQUIRED DELIVERY DATES:** Actual delivery of the products shall be coordinated with each Member District or their representative(s) designated by the Member District in accordance with the contract. Upon award of the RFP, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. Prompt delivery shall be determined by the Member District but shall not exceed two weeks. There shall be no minimum quantities

required in order for the Member District to place orders for needed items.

8. **FAILURE TO SUBMIT A PRICE ON ANY LINE ITEM:** Exhibit C (Paper & Plastic): The RFP will be awarded to one proposer for “Paper and Plastic” (Exhibit C) based on the majority of items with the lowest price. Proposer may choose not to enter a price on every item, but RFPs must be on at least 50% of Exhibit C items. If there is a line item left blank, without a price, or incomplete, that item will be considered the highest price. The awarded proposer MUST provide all items listed in exhibit C for all member Districts in the Co-Op. Non-RFP items shall be individually procured by each member District in the Co-Op and members of the Co-Op reserve the right to procure non-RFP items with other distributors.

Exhibit D (Film): The RFP will be awarded on a line-item basis for “Film” (Exhibit D) for distribution to all member districts in the Co-Op. Any line item left blank or incomplete will not be considered for RFP award.

9. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES:** Quantities shown are estimated usage for the RFP period. The Co-Op reserves the right to purchase more or less of the units specified at the unit cost quoted. Proposer must list any minimum requirements that affect shipments of quantities ordered by Co-Op Member Districts. Requirements noted by the Proposer, deemed excessive or restrictive by the Co-Op, shall be cause for rejection of that or those items. The successful Proposer shall furnish and deliver the quantities designated by a Co-Op Member District purchase order. All materials, supplies or services furnished under the purchase order shall be in accordance with the Co-Op RFP specifications or the sample furnished by the Proposer and accepted by the Co-Op. Materials or supplies that, in the opinion of the Co-Op are not in accordance and conformity with the specifications or equal to the submitted sample, shall be rejected and promptly removed from the Co-Op Member District(s) premises at the proposer’s expense. When a sample is taken from a shipment and sent to a laboratory for test and the test shows that the sample does not comply with the specifications on the purchase, the proposer shall pay the cost of such test.

10. **INFERIOR PRODUCT:** The Proposer agrees to permit inspection of the RFP substitution items by a representative of the Co-Op with the right of rejection of inferior merchandise. The Co-Op’s decision shall be final. Any product not meeting the District standards shall be grounds to discontinue that product and allows the District to source another product from awarded or non-awarded vendor.

11. **ACCEPTANCE OR REJECTION OF RFPS:** Awards will be made to multiple vendors for film and one vendor for Paper and Plastic. A significant portion of the line items will be awarded to the successful proposer. The right is reserved to reject any or all RFPs. RFPs may be rejected on grounds of non-responsiveness or non-responsibility. RFPs are subject to acceptance at any time within sixty (60) days after opening of same unless otherwise stipulated.

12. **FAILURE TO FULFILL CONTRACT:** When any Proposer shall fail to deliver any product or service or shall deliver any product or service which does not conform to the Co-Op’s requirements, the Co-Op may, at its sole discretion, annul and set aside the contract entered into with said proposer, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Co-Op to be to the best advantage of the Co-Op. Any failure for furnishing such products or services by reason of the failure of the proposer, as

above stated, shall be a liability against such proposer. The Co- Op reserves the right to cancel any products or services which the successful respondent may be unable to furnish because of economic conditions, governmental regulations, or other similar causes beyond the control of the respondent provided satisfactory proof is furnished to the Co-Op or its representatives, if requested.

13. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS: The respondent hereby agrees and acknowledges that monies utilized by the District to purchase the items described in this RFP is public money appropriated by the State of California or acquired by the Co-Op Member Districts from similar public sources and is subject to variation. The Co-Op fully reserves the right to cancel this RFP at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

14. CO-OP'S RIGHT TO TERMINATE CONTRACT: If the proposer or any of its manufacturers, distributors and/or suppliers refuse or fail to timely provide and/or deliver the product for which the proposer has been awarded a contract, with such diligence as will insure its complete delivery within the time specified or any mutually agreed upon extension thereof, or if the proposer should be adjudged bankrupt, or if the proposer should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which an extension of time is provided, or if the proposer should otherwise be guilty of a substantial violation of any provision of the contract documents for this, then the Co-Op may without prejudice to any other right or remedy, serve written notice upon the proposer of the Co-Op's intention to terminate the contract. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease, or such violation shall cease and arrangements satisfactory to the Co-Op for the correction thereof be made, the contract shall upon the expiration of said ten (10) days, cease and terminate. In such case, the proposer shall not be entitled to receive any further payment until performance is completed.

15. HOLD HARMLESS: The proposer shall save, defend, hold harmless and indemnify the Co-Op Member Districts against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the service, operations, or performance under the terms of this contract,

resulting in whole or in part from the negligent or willful acts or omissions of proposer, or any employee, agent, or representative of the proposer.

16. WARRANTY/QUALITY: The proposer, manufacturer, or his assigned agent shall guarantee the product against all defects.

17. INVOICES AND PAYMENTS: Unless otherwise specified, the proposer shall send invoices for materials delivered or services performed under the purchase order either via U.S. mail or designated email addresses. Invoices shall be submitted immediately in a form acceptable to the Co-Op Member Districts under the same firm name as shown on the purchase order. The proposer shall list separately any applicable taxes payable by the Co-Op Member District and shall certify on the invoices that the Federal Excise tax is not included in the prices listed thereon. The Co-Op Member Districts shall make payment for materials, supplies or services furnished under the purchase order within a reasonable and proper time after acceptance thereof and

approval of the invoices by the authorized Co-Op Member District representative.

- 18. CASH DISCOUNTS:** All cash discounts shall be taken and computed from the date of delivery of acceptable material or the date of receipt of the invoice, whichever is the later.
- 19. PRICING – TERM OF CONTRACT:** Minimum contract term is one (1) year. No increase to the price, for single drop or multi drop deliveries will be allowed in the first contract year. The RFP may be extended upon mutual consent of the Co-Op 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 Co-Op the immediate advantage of such a decrease and inform the Co-Op of the decrease. All orders placed under this agreement shall be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.
- 20. MULTI-YEAR EXTENSIONS:** Subject to the provisions of **Paragraph 19** (above), this RFP may be extended (by mutual consent expressed in writing) for two (2) additional years (total potential RFP life of three [3] years from Board of Education award).
- 21. NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHANGES, OR LIMITATION UPON NUMBER OF ORDERS:** The Co-Op Member Districts will set their own delivery schedules and numbers of deliveries. (See Exhibit A) The Co-Op, however, does not guarantee orders in these amounts nor shall the Co-Op be required to limit its orders to only those orders. Unlimited orders within the term of the contract shall be allowed to the awarding Co-Op at prices quoted.
- 22. NEXT BEST PROPOSER:** If the successful proposer withdraws its RFP or fails or refuses to execute the contract or to perform in accordance with its terms, the District may award the contract to the proposer with the next best RFP.
- 23. COOPERATIVE PURCHASING/PIGGYBACK BID/RFP CLAUSE:** The Covina-Valley USD on behalf of the San Gabriel Valley Cooperative Purchasing Group (Co-Op) hereby notifies all vendors that this is an exclusive agreement. There is **no piggy backing clause available** under this contract. There is a potential for new Members joining the Co-Op. We reserve the right to only allow those districts that are part of the Co-Op to be allowed to participate in this RFP. Any new District that is added to the Co-Op may be a part of this RFP. Covina-Valley USD will notify proposer of any new Districts that have been approved for Membership to the Co-Op, when that time arises. Only those new members will be able to use the RFP if the RFP has been awarded.
- 24. AWARD:** The Co-Op reserves the right to reject any and all RFPs without explanation or recourse and to negotiate with the companies submitting an RFP. The Co-Op further reserves the right to contract the work with whomever and in whatever manner the Co-Op decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the Co-Op may require. A proposal submitted in response to this RFP will be administered in the following manner:

- a. After the opening of RFPs, an RFP review committee representing the Co-Op will review the RFPs.

- b. The committee may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by a proposer, and require additional information and/or evidence of qualifications to perform the services described in the RFP.
- c. The committee may request samples of items proposed other than specified. If requested, two samples of the proposed substitute item must be delivered to the Purchasing Department at no cost to the District within 48 hours of the request.
- d. The Committee will make a recommendation to all member districts of the Co-Op.
- e. The Co-Op as a whole will make a final decision of the apparent award(s), following all federal procurement standards (7 CFR Parts 210, 215 and 220). The award(s) will be formally made by the Covina-Valley Unified School District Board of Education in a timely manner. On behalf of the Co-Op, Covina-Valley Unified School District will issue an Award letter to the successful proposer(s).
- f. Member districts are responsible for taking this RFP to their respective Board of Education for approval.

25. PROTEST BY PROPOSERS: Per PCC 10345 and 2CFR 200.318(k), A proposer may protest an RFP award if he/she believes that the award is inconsistent with Covina-Valley Unified School District (C-VUSD) Board policy, the RFP's specifications, or is not in compliance with law. A protest must be filed in writing with the C-VUSD Superintendent designee (Robin Harbert, Assistant Director of Purchasing) by the protest deadline (within five (5) working days after receipt of notification of the contract award). The proposer shall submit all documents supporting or justifying the protest. A proposer's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract. The Superintendent or designee shall review the documents submitted with the proposer's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the proposer in order to attempt to resolve the problem. The proposer may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the proposer of the time for Board consideration of the protest. The Board's decision shall be final.

26. EXECUTION OF CONTRACT: The signed contract forms submitted by the Proposer become fully executable after the award of the RFP. In the event the Proposer to whom an award is made fails or refuses to execute the contract within the period provided in this section, the Co-Op may award to the next lowest proposer or may reject all RFPs and may issue a new request for RFPs.

27. PROPOSAL EVALUATION CRITERIA

Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by an RFP review committee of the Co-Op. Each proposal will be scored on a scale of 1 to 100 points.

1. Cost (50 points)

Proposers 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. The proposer proposing lowest cost will be assigned 50 points. A rubric will be developed based on the number of submissions. Example: If 4 proposals are received, the lowest total bid will be ranked first and will be assigned total possible points of 50. The second lowest bidder will be assigned 37.5 points. The third and fourth bidders will be assigned 25 and 12.5 points, respectively.

2. Customer Service & References (30 points)

Proposers should demonstrate their ability to promptly respond to request for information, to resolve complaints and issues, and to provide timely and accurate delivery. Proposer's customer service staff should be easily accessible for inquiries or issues. Proposers should be able to provide marketing strategies to assist the Co-Op in promoting school meal programs. Customer services may be rated based on responses, references, and/or interview.

3. Experience and Competence (15 points)

Proposers 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. Proposers should demonstrate substantial and recent experience in providing the products to California public schools. Proposers should provide an efficient supply-chain management system to ensure timely and accurate delivery and flexibility to address changes in needs of the Co-Op.

4. Sustainability (5 points)

Proposers should have an integrated operation including evidence that the proposing firm will continue to operate successfully throughout the term of any Contract it accepts. Proposers should have a robust level of financial capability sufficient to handle contracts as large as any Contract is likely to be and on a multi-year basis. Proposers should show evidence of an integrated system to ensure safety and social responsibility, for example, to provide economic opportunity for San Gabriel Valley residents and businesses and stimulate economic development in the local area.

REQUIRED RFP DOCUMENTS & INSTRUCTIONS

Required RFP Documents Checklist

Proposers responding to this RFP must follow the format in the section of Required RFP Documents. The following must be completed and submitted with the RFP package:

1. Cover Letter (Note: Provide your own document.)	
2. Request for RFP Signature Page	
3. RFP Exhibit C Paper and/or Plastic Products & Exhibit D Film Spreadsheets	
4. Contract Agreement	
5. Reference List (Note: Provide your own document.)	
6. General Liability and Property Insurance (Note: Provide your own document.)	
7. Non-Collusion Affidavit Exhibit B	
8. Certificate of Independent Price Determination	
9. Disaster Contingency Plan (Note: Provide your own document.)	
10. Product Recall Program (Note: Provide your own document.)	
11. Drug Free Workplace Form	
12. Alcoholic Beverage and Tobacco Free Campus Policy Form	
13. Suspension and Debarment Certification, U.S. Department of Agriculture	
14. Disclosure of Lobbying Activities	
15. Iran Contracting Act of 2010 Compliance Affidavit	
16. Proposer Questionnaire	
17. Required RFP Documents Checklist (this form)	

Completed by: _____ Title: _____

Signature: _____ Date: _____

REQUIRED RFP DOCUMENTS

Submit all the following documents with your RFP.

1. Cover Letter (three single sided pages maximum)

Include the following components in the cover letter:

- RFP number in the beginning of the letter.
- A brief statement of interest and summary of relevant qualifications to engage in a professional relationship with The San Gabriel Valley Food Services Cooperative Purchasing Group.
- The following statements:
"I certify that I have read the attached RFP and accompanying instructions and that I am authorized to commit the firm to the RFP submitted."
- Name and Nature of Proposer's Legal Entity: Specify in the RFP the name and nature of the legal entity and any fictitious name(s) under which it does any business. An authorized officer or person shall sign the RFP under the correct firm name.
 - a. Proposer name
 - b. Address
 - c. Name of contact person
 - d. Phone number
 - e. Email address
 - f. Year Proposer was established
 - g. Number of employees
 - h. Web site/Facebook page
 - i. Signature of authorized officer or person
 - j. Corporate seal (if a corporation)

2. Request for RFP Signature Page

An authorized officer or person shall sign the RFP under the correct firm name.

3. RFP Exhibit C Paper and Plastic Products & Exhibit D Film Spreadsheets

No RFPs shall receive consideration by the Co-Op unless a copy of Exhibit C paper and plastic products spreadsheet and/or Exhibit D film spreadsheet is completed and submitted with RFP. Mark items with N/A if not proposing a specific item. Enter "As Spec" for any item quoted as specified in the spreadsheet. **A copy of these pricing spreadsheets on a flash drive with your RFP submittal is required.**

4. Contract Agreement

The form of contract agreement, which the successful proposer, as Distributor, will be required to execute, is included in the contract agreement section and should be carefully examined and completed by the proposer. Proposers are required to fill in the blank lines in the contract to complete the RFP. **No RFPs shall receive consideration by the Co-Op unless this**

contract agreement is filled out completely, signed and submitted with the RFP. The complete contract consists of the following documents: The Notice to Proposers, the Instructions to Proposers, the Accepted RFP, and the Contract Agreement, including all modifications thereof duly incorporated therein. All the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents.

Proposers who are not awarded the RFP are not required to execute the signed contract agreement.

5. Reference List (one page maximum)

Please supply the contact information for five (5) School District Food & Nutrition Services, K-12, colleges/universities and/or institutions. List must include the following information for each contact:

- a. District name
- b. Address
- c. Contact name and telephone number

6. General Liability and Property Insurance

Proposers shall maintain during the life of this contract General Liability and Property Damage Insurance to protect themselves and the Member 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 non-owned): Not Less Than \$2,000,000 Aggregate.
- c. Insurance certificate must name the Member Districts as additional insured.
- d. Certificate to be submitted by vendor must be submitted prior to award.

7. Non-Collusion Affidavit

Proposers on this contract are required to submit an Affidavit of Non-collusion with their RFP. This form is included with the RFP package and must be signed under the penalty of perjury and dated.

8. Certificate of Independent Price Determination

Proposers on this contract are required to submit a Certificate of Independent Price Determination with their RFP. This form is included with the RFP package and must be completed, signed, and dated.

9. Disaster Contingency Plan

A copy of the Proposer's Disaster Contingency Plan must be submitted with this RFP.

10. Product Recall Program

A copy of the Proposer's Product Recall Program must be submitted with this RFP.

11. Drug Free Workplace Form

This form must be completed and submitted with this RFP. RFPs received without these forms/certifications will not be considered.

12. Alcoholic Beverage and Tobacco Free Campus Policy Form

This form must be completed and submitted with this RFP. RFPs received without these forms/certifications will not be considered.

13. Suspension and Debarment Certification, U.S. Department of Agriculture

This form must be completed and submitted with this RFP. RFPs received without these forms/certifications will not be considered.

14. Disclosure of Lobbying Activities

This form must be completed and submitted with this RFP. RFPs received without these forms/certifications will not be considered.

15. Iran Contracting Act of 2010 Compliance Affidavit

Pursuant to the Iran Contract Act of 2010 (Public Contract Code 2200-2208), Vendors/Proposers are ineligible to RFP on or submit a proposal for any contract with a public entity for goods or services of one million dollars (\$1,000,000) or more if the Vendor/Proposer engages in investment activities in Iran. For RFPs \$1,000,000 or more, proposers must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contracting Act of 2010 Compliance Affidavit attached and submit with their RFP at the time of submission. Failure to do so may deem your RFP non-responsive.

16. Proposer Questionnaire

Proposer shall be required to respond to each of questions on the attached questionnaire and is encouraged to provide detailed responses. Provide your answers on the Proposer Questionnaire included in this RFP.

17. Required RFP Form Checklist

A checklist for required RFP forms is included in this RFP. Complete and submit with this RFP.

CONTRACT AGREEMENT
(SCHOOL NUTRITION PAPER PRODUCTS RFP # 22-23-107)

THIS CONTRACT AGREEMENT (this “**Contract**”), made and entered into this _____ day of _____, 2023, by and between *Covina-Valley Unified School District (the “District”)* on behalf of *the member districts in the San Gabriel Valley Food Services Cooperative Purchasing Group (the “Co-Op”)* and

Proposer/Contractor Name

Mailing Address

City State Zip Code

Hereinafter referred to as “Proposer.”

RECITALS

- A. The Glendale Unified School District is the lead agency for the member districts of the San Gabriel Valley Food Services Cooperative Purchasing Group (the “Co-Op”). The Co-Op has granted the Covina-Valley Unified School District the authority to solicit and award RFPs for paper, plastic and film products and services.
- B. On behalf of the Co-Op, the District has solicited RFPs for the provision of School Nutrition Paper, Plastic and Film Products via a Request for RFP Number 22-23-107 (the “RFP”), whereby the Co-Op may agree to purchase specified products for the member districts’ use from the successful proposer(s).
- C. Provisioner are the successful proposers under such request for proposal, and the Co-Op and Provisioner hereby desire to set forth their agreement with respect to the sale to the Co-Op members, and the purchase from Provisioner, of Products on the terms and conditions hereinafter set forth.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

TERM OF AGREEMENT

The term of this agreement will be from July 1, 2023 through June 30, 2024, with an option to renew for two additional one (1) year extensions from July 1st to June 30th of the following years for a total contract period not to exceed three (3) years.

CONTRACT RENEWALS

This contract is deemed to be a CONTRACT FOR PRODUCTS AND SERVICES under the California Education Code Article 3, Section 17596. If mutually agreeable, the Co-Op 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 Co-Op. Such renewal will be made by notifying the Proposers, 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 Co-Op reserves the right to reject any such request and send out new RFPs 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 Co-Op. 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 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 Co-Op 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 purchase is made.

PRICING

The pricing submitted, for single drop and multi drop deliveries must remain in effect for the term of the contract. The RFP pricing methodology will also be applied to any new products requested.

PRICE ADJUSTMENTS

No increase to the price, for single drop of multi drop deliveries will be allowed in the first contract year. The RFP may be extended upon mutual consent of the Co-Op 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 suitable proof of the increase from a manufacturer, 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 Co-Op the immediate advantage of such a decrease and inform the Co-Op of the decrease. All orders placed under this agreement shall be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

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.

ORDER CONDITIONS/DELIVERY MINIMUMS

The member district(s) in the Co-Op shall not be obligated to purchase or reimburse the Proposer for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

VEHICLE DELIVERY CONDITIONS

All vehicles and containers used for transporting products must be kept clean and maintained in good repair and condition in order to protect products from contamination and must be designed and constructed to permit adequate cleaning and/or disinfection.

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.

PRODUCT QUALITY CONTROL

The Co-Op reserves the right to discontinue service of all or any portion of any contract resulting from this RFP for any reason determined by the Co-Op 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. Contracts per 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See appendix 11 to 2 CPR 200 (A).

All products received under this contract shall be processed according to the health and sanitation standards for plant facilities established by the locality or state in which Proposer's plant is located or by the applicable federal standards, whichever is higher.

Proposer shall follow appropriate procedures for First in First out (FIFO) stock rotation system.

Proposer 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 RFP (HACCP Plan, Food Security and Safety Program including Pest Control Policy).

INFERIOR PRODUCT

The Proposer agrees to permit inspection of the delivered items by a representative of the Co-Op with the right of rejection of inferior merchandise. The Co-Op's decision shall be final. Any product not meeting the District standards shall be grounds to discontinue that product and allows the District to source another product from awarded or non-awarded vendor.

UNAUTHORIZED SUBSTITUTIONS

Unauthorized substitutions will not be accepted. **Any substitution must be approved by the Member District before delivery.**

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 Co-Op for product or freight.

DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS

Any and all products delivered during the period covered by this RFP shall be only the exact manufacturer's products and manufacturer/proposer code numbers as requested by the Co-Op unless prior approval has been received to deliver alternate products. The Co-Op will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case. **Proposer must inform Member District of product code changes before delivery.**

If the desired product is absolutely not available for any reason, the Co-Op shall be notified no later than 72 hours after the order has been submitted. Examples include, but are not limited to extended lead time, discontinued items, back ordered, etc.

And the Co-Op shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the Co-Op. When substitutions do occur, Proposer shall adjust ordering quantity to meet original orders.

DELIVERIES

The successful Proposer will make mutually acceptable delivery time options available for each site within the member districts of the San Gabriel Valley Food Services Cooperative Purchasing Group. 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 Proposer and the member district(s), timely delivery of all orders is expected. If the Proposer is unable to meet confirmed delivery schedule(s), as agreed upon, then after a two (2) hour grace period, **the District reserves the right to recover any additional costs incurred to the district due to late deliveries** by credit, or by mutual agreement otherwise compensate the member. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption to service.

For any Member District order, if the Proposer 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 item(s) on the open market, and to request and receive payment from the Proposer for the difference between the contract price and the price the Member District pays on the open market.

ACCOUNTING

Invoices will be furnished and include delivery site, product name, quantity, unit size, and unit price. The invoice may be sent via U. S. Mail or designated email addresses.

The original invoice must be signed by the individual receiving the product and a copy is to be left for the food service lead or designee. An invoice signed by the food service lead or designee is required in order for the invoice to be processed for payment.

A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner.

Statements for all goods purchased within a calendar month shall be made available on an individual site basis. Statements should be sent by the 5th of the month following the month of purchase.

The payment terms of this contract shall be “Net 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 RFP Worksheet if terms other than “Net 30 days” are offered.

USAGE REPORTS

The Co-Op reserves the right to request usage reports as required. Usage reports should be available by Member District as well as a Co-Op summary. If substituted items are included in the usage report, they shall be marked as substitutes.

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. When significant price changes are identified, a formal notification with supporting documentation to include proof of manufacture cost increases shall be sent to all member districts thirty days (30) prior to the effective date.

FORCE MAJEURE

The parties to the RFP 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 Co-Op member district security regulations.

All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (Cal Code).

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

INSURANCE

Proposer shall maintain during the life of this contract General 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. Proposer are required to furnish certificates of insurance prior to start of work.

- e. 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.
- f. Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$2,000,000 Aggregate.
- g. Insurance certificate must name the District(s) as additional insured.
- h. Certificate to be submitted by vendor must be submitted prior to award.

AFFIRMATIVE ACTION

Covina-Valley Unified School District is a non-Federal entity and will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible per 2 CFR 200.321 (see appendix).

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 Co- Op 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 RFP; 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 Co-Op, arising out of, or in any way connected with the Proposers work under this RFP, including injury or damage either on or off the Co-Op district property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the Co-Op 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 Co-Op districts, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Co-Op member 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 Co-Op that will enter the sites and other district facilities for purposes of providing services covered by this RFP 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 Co-Op 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 Co-Op 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.

COOPERATIVE PURCHASING/PIGGYBACK BID/RFP CLAUSE: The Covina-Valley USD on behalf of the San Gabriel Valley Cooperative Purchasing Group (Co-Op) hereby notifies all vendors that there will be **no piggy backing clause available under this contract**, except for new Members joining the Co-Op. We reserve the right to only allow those districts that are part of the San Gabriel Valley Co-Op Purchasing Group to be allowed to enter into this RFP. Any new District that is added to the Co-Op may be a part of this RFP. Covina-Valley USD will notify proposer of any new Districts that have been approved for Membership to the Co-Op, when that time arises. Only those new members will be able order products from this RFP if the RFP has been awarded.

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 Co-Op, 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, photostating, 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). Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. SGV Co-Op Member Districts 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 of conducts which provides for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

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 RFP 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 RFP 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: Manuel Correa

By: _____

Title: Chief Business Officer

Title: _____

Address:

Address:

519 E. Badillo Street
Covina, CA 91723

Phone No: (626) 974-7000

Phone No:

Authorized Officers or Agents
(Corporate Seal)

EXHIBIT "A"

San Gabriel Valley Food Services Cooperative Purchasing Group (Co-Op) List of District's on attached sheet.

EXHIBIT "A"

SAN GABRIEL VALLEY PURCHASING CO-OP MEMBER DIRECTORY

Updated: February 28, 2023

DEFINITION: A group of independent school food service directors from Los Angeles County/San Gabriel Valley who have agreed to purchase perishable and staple foods, supplies and USDA commodities in cooperative bidding for our mutual benefit via Invitation for Bid (IFB) and/or Request for Proposal (RFP). The group is referred to as the "San Gabriel Cooperative Purchasing Group" and/or the "San Gabriel Co-Op," hereinafter referred to as the Co-Op.

NOTE: No membership fees are required.

District	Director	Address	City	Zip	Phone	Email	2022-23 Breakfast ADP	2022-23 Lunch ADP	2022-23 Snack/Supper ADP
1	Alhambra USD William Fong (Director) Vivien Watts (Executive Director)	1515 W Mission Rd	Alhambra	91803	626 943-6590	fong_william@ausd.us watts_vivien@ausd.us	4,461	8,055	1134
2	Arcadia USD Kathleen Ashworth	35 W. Saint Joseph Street	Arcadia	91007	626 821-8322	kashworth@ausd.net	1,700	3,950	N/A
3	Azusa USD Stella Ndahura	546 S Citrus Ave	Azusa	91702	626 732-8057	sndahura@azusa.org	2,434	4,239	1500
4	Baldwin Park USD Rosa Estrella	3699 N Holly Ave	Baldwin Park	91706	626 856-4562	rmestrella937@bpusd.net	4,500	7,500	1875
5	Bassett USD Liz Estavillo	904 N Willow Ave	La Puente	91746	626 931-3033	lestavillo@bassettusd.org	1,033	2,624	481
6	Burbank USD Carrie Bogdanovich	1900 W. Olive Ave	Burbank	91506	818-729-4540	CarrieBogdanovich@burbankusd.org	3,625	5,290	N/A
7	Charter Oak USD Adrienne Garza	20240 Cienega Ave	Covina	91724	626 966-8331 x90521	agarza@cousd.net	1,523	1,844	N/A
8	Covina Valley USD Lizett Olivares	519 E Badillo Ave	Covina	91723	626 974-7600 x 800212	lolivares@c-vusd.org	2,185	5,770	592
9	Duarte USD Brian Volz	1620 Huntington Dr	Duarte	91010	626 599-5022	bvolz@duarteusd.org	951	1,987	483
10	East Whittier City SD Laurie Fonseca Ford (FS Manager)	Christie 14535 E Whittier Blvd	Whittier	90605	562 907-5949	lfonseca@ewcsd.org cford@ewcsd.org	2,459	4,613	557
11	El Monte City SD Jenny Lee	3246 Meeker Ave	El Monte	91731	626 453-3733	jlee@emcsd.org	4,975	6,080	3055
12	El Monte Union HSD Suzy Sayre Toni Fu	3537 Johnson Ave	El Monte	91731	626 444-9005 x9875	suzy.sayre@emuhsd.org toni.fu@emuhsd.org	2,967	4,725	570
13	Garvey SD Paula Parvinjah	2730 N Del Mar Ave	Rosemead	91770	626 307-3407	pparvinjah@gesd.us	987	3,506	1335
14	Glendale USD Jennifer Chin Gonzales	349A W. Magnolia Ave	Glendale	91204	818 552-2677	icgonzales@gusd.net	7,222	11,667	N/A
15	Glendora USD Stacy Johnson	500 N Lorraine	Glendora	91741	626 963-1611 x1401	sjohnson@glendora.k12.ca.us	1,580	2,822	N/A
16	Hacienda La Puente USD Celeste Calubaquib	15959 E Gale Ave	City of Industry	91745	626.933.3904	ccalubaquib@hlpusd.k12.ca.us	3,308	8,304	N/A
17	Lowell Joint SD David Bennett	11537 Grovedale Dr	Whittier	90604	562-902-4291	dbennett@ljsd.org	934	1,644	N/A
18	Lynwood USD Vanessa Jones	11321 Bullis Ave	Lynwood	90262	310 886-1676	vwilliams@mylUSD.org	1,535	8,176	N/A
19	Mountain View SD Brenda Zarate	3320 Gilman Rd	El Monte	91732	626 652-4086	bzarate@mtviewschools.net	2,031	4,334	N/A
20	Pasadena USD Erin Meza	740 W Woodbury Rd	Pasadena	91103	626 396-5852	meza.erin@pusd.us	3,334	6,528	2166
21	Rosemead SD John Rivera	3907 Rosemead Blvd	Rosemead	91770	626 312-2900 x255	jriviera@rosemead.k12.ca.us	711	1,963	441
22	Rowland USD Maria Davila	1830 S Nogales St	Rowland Heights	91748	626 854-8313	mdavila@rowlandschools.org	3,600	7,700	340
23	San Gabriel USD Isabel Millan	408 Junipero Serra Dr	San Gabriel	91776	626 451-5456	millan_i@sgusd.k12.ca.us	800	2,900	400
24	San Marino USD Munira Bengali	1665 West Dr	San Marino	91108	626 299-7000 x1323	mbengali@smusd.us	1,015	1,015	N/A
25	South Pasadena USD Jenifer Smith	1020 El Centro St	South Pasadena	91030	626 441-5820 x2950	jenifersmith@spusd.net	1,900	2,390	N/A
26	South Whittier SD Terry Sperry	11200 Telechron Ave.	Whittier	90605	562 906-5145	tsperry@swhittier.net	878	2,166	N/A
27	Temple City USD Marisol Cortez	9700 Las Tunas Dr.	Temple City	91780	626 548-5010	mcortez@tcusd.net	800	2,500	N/A
28	Valle Lindo SD Evelyn Vargas (Cafeteria Supervisor) & Susan Lee (Fiscal Specialist)	1431 N Central Ave	South El Monte	91733	626 580-0610	cafeteria@sd.vallelindo.k12.ca.us; slee@sd.vallelindo.k12.ca.us	680	710	375
29	Walnut Valley USD Emmalyn Coles	880 South Lemon Ave	Walnut	91789	909 595-1261 x31391	ecoles@wvusd.k12.ca.us	2,900	8,200	N/A
30	West Covina USD Corina Ulloa	1717 W Merced Ave	West Covina	91790	626 939-4656	culloa@wvusd.org	2,503	4,485	N/A

69,531

137,687

15304

EXHIBIT "B"

NON-COLLUSION AFFIDAVIT TO BE

EXECUTED BY PROPOSER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the proposer 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Date)

(Signature)

Certificate of Independent Price Determination

Both the SFA and FSMC shall execute this Certificate of Independent Price Determination.

Covina-Valley Unified School District

Name of FSMC (Bidder)

Name of SFA

- A. By submission of this offer, the offeror (FSMC) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
1. The prices in this offer have been arrived at independently—without consultation, communication, or agreement for the purpose of restricting competition—as to any matter relating to such prices with any other offeror or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid proposal opening in the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
 3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the offeror certifies that:
1. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 2. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

Signature of FSMC's
Authorized Representative

Title

Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's
Authorized Representative

Title

Date

Note: Accepting a Respondent's offer does not constitute award of the contract.

EXHIBIT “C” AND EXHIBIT “D”

Exhibit “C” paper and plastic products and Exhibit “D” film spreadsheets are attached. No RFPs shall receive consideration by the Co-Op unless a copy of Exhibit C paper products spreadsheet and/or Exhibit D film spreadsheet is completed and submitted with RFP. Mark items with N/A if not proposing a specific item. Enter “As Spec” for any item quoted as specified in the spreadsheet. The RFP requires copy of these pricing spreadsheets on a flash drive with your RFP submittal.

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:

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

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

I also understand that if the 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 Section 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

**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, of any kind and at any time, in 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

DO 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:		
Printed Name and Title of Submitting Official:	Signature:	Date:

(4) OR

Name of Food Service Management or Food Service Consulting Company:		
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 Federal 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.

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

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

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

DISTRIBUTOR QUESTIONNAIRE
San Gabriel Valley Food Services Cooperative Purchasing Group
Paper, Plastic, and Film RFP 22-23-107

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. What are the guidelines for a single drop delivery versus a multi drop delivery? (C)

2. The Co-Op is requiring a lead time of no more than 14 days of items listed in Exhibit C and D Spreadsheet. What is the lead time you require for items not listed in the Exhibit C and D Spreadsheet? (B)

3. How will emergency deliveries (deliveries not on a scheduled date) be handled? (B)

4. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (B)

5. What is your procedure for notifying the customer of shortages and/or substitutes? (B)

6. What is your company's current "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)

7. Please describe the reports that you make available to your customers (e.g., monthly usage, data analysis, monthly fill rate percentages, business intelligence, etc.). How are customers able to access these reports? (C)

8. What is the current makeup of your delivery vehicle fleet? Please describe your vehicle preventative maintenance program. (C)

9. What is your procedure to bring in new products for District(s)? (C)

10. Do you offer a percentage discount for early payment? If yes, please state terms for discount. (A)

11. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability? (D)

12. Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 18 months? If so, explain. (D)

13. Has your firm provided economic opportunity for the San Gabriel Valley residents and business? If so, explain. (D)

Firm Name: _____

Email Address: _____

Signature: _____

Print Name: _____