

FREMONT UNION HIGH SCHOOL DISTRICT
FOOD SERVICES DEPARTMENT
589 W. Fremont Ave.,
Sunnyvale, CA 94087

RFP NO. 2021-03
**Distribution of Processed USDA Foods and Commercial Food
Products for Food Services**

DATE DUE: June 22nd 2020 at 2:00 p.m.

Date	Activity
June 4th, 2020	Distribution of RFP
June 4th and June 8th, 2020	Advertise RFP
June 18th, 2020	Deadline for Submitting Questions
June 22nd, 2020 at 2:00 p.m.	RFP Due
June 29th, 2020	Award of Contract

By: Divya Puri
District Food Services Manager

NOTICE OF REQUEST FOR PROPOSALS

RFP No. 2021-03

Notice is hereby given that the Fremont Union High School District (FUHSD), Sunnyvale, Calif. (Santa Clara County), will receive Requests for Proposal (RFPs) for the procurement of the following:

Distribution of Processed USDA Foods and Commercial Food Products

RFPs must be received prior to 2:00 p.m. PST on June 22nd, 2020. RFPs must be submitted in a sealed envelope, with original signatures, marked with the RFP number and title, and returned to:

Attn: Divya Puri
Food Services Department
Fremont Union High School District
589 W. Fremont Ave.,
Sunnyvale, CA 94087

Proposers are responsible for making certain that quotations are received by the proper date and time. RFPs received after the scheduled Submittal Deadline will be returned unopened. **Facsimile (FAX) copies of the proposal will not be accepted.** It is the responsibility of the Proposer to see that any proposals submitted shall have sufficient time to be received by the District Manager of Food Services before the RFP Submittal Deadline. Late RFPs will be returned to the Proposer unopened.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Companies interested in proposing may access RFP information online at the District's website: <https://www.fuhsd.org/departments/business-services> Or
By emailing Divya Puri in Food Services at divya_puri@fuhsd.org.

REQUEST FOR PROPOSAL SIGNATURE PAGE
 To Be Submitted With Bid
 Distribution of Commercial Food Products
 RFP No. 2021-03

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor.	
Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Email Address	
Complete Mailing Address	
City, State, Zip	
Phone Number	
Date	
Minimum Dollar Amount for Delivery	\$
<input type="checkbox"/>	Check if no minimum dollar amount for delivery is required
Minimum Case Amount for Delivery	
<input type="checkbox"/>	Check if no minimum case amount for delivery is required

PROPOSER CHECKLIST

This checklist is provided as a convenience to assist bidders in ensuring that a complete bid package is returned. It is not represented as being comprehensive and compliance therewith does not relieve the bidder of responsibility for compliance with any bid requirement which may not be mentioned specifically in this checklist. Completed original documents are required; fax or email documents will not be accepted.

All of the listed items must be fully completed and returned to constitute a complete bid package. It is not necessary to return the checklist with the Proposal.

Check ✓	Page(s)	
	2	Request for Proposal Signature Page <i>Return completed hard copy with original signature.</i>
	14–17	Questionnaire <i>Return completed hard copy with original signature.</i>
	18	References <i>Return completed hard copy.</i>
	19	Noncollusion Declaration <i>Return completed hard copy with original signature.</i>
	20	Proposer’s Statement Regarding Insurance Coverage <i>Return completed hard copy with original signature.</i>
	21	Workers’ Compensation Insurance Certificate <i>Return completed hard copy with original signature.</i>
	22–23	Suspension and Debarment Certification <i>Return completed hard copy with original signature.</i>
	24	Certification Regarding Lobbying <i>Return completed hard copy with original signature.</i>
	26–27	Disclosure of Lobbying Activities <i>Return completed hard copy with original signature.</i>
	28	Iran Contracting Act Certification <i>Return completed hard copy with original signature.</i>
	29	Fingerprint Clearance Certification <i>Return completed hard copy with original signature.</i>
	30	Equal Opportunity Employment <i>Return completed hard copy with original signature.</i>
	Separate Excel document	Itemized Bid Sheet <i>Return completed Excel spreadsheet in Excel format electronically or on data storage device.</i>
		Addendum <i>Return any addendum released, following instructions on each document.</i>
		Data Storage Device <i>Return completed Itemized Bid Sheet in Excel format on data storage device; data storage device will not be returned to bidder.</i>

INTRODUCTION

The Fremont Union High School District will consider Proposals from responsive and responsible vendors interested in providing distribution services for processed USDA foods and commercial food products (frozen, refrigerated and dry goods) for the period of July 1, 2020, to June 30, 2021. Fremont Union High School District is a Member District of the SLIC Co-Op, a California USDA Foods Cooperative. Pricing for processed USDA foods and their commercial equivalents has been solicited by the cooperative Lead Agency and should be utilized in preparation of this Proposal.

INSTRUCTIONS AND CONDITIONS

- 1. PREPARATION OF PROPOSALS:** All pages of the Proposal must be completed and submitted in ink or typewritten. Unit price for all line items must be shown where required on the *Itemized Bid Sheet (yellow highlighted columns)*. Prices should be stated in units specified herein. All forms must be thoroughly completed and signed by the prospective vendor. A Bidder Checklist is included (page 3) to assist bidders in returning a complete bid package. Attachment A: Itemized Bid Sheet can be sent electronically or on a data storage device in Excel format with Proposal documents.
 - 2. BID SIGNATURES:** All proposals must show the company name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled. All signatures must be in original ink.
 - 3. ERRORS AND CORRECTIONS:** No erasures are permitted. Mistakes may be crossed out and corrections made adjacent and initialed in ink by the person signing the bid. Verify your bids before submission as they cannot be corrected after being opened or withdrawn until after the specified time period has elapsed.
 - 4. MODIFICATIONS:** Changes or additions to the bid forms, alternate bids, or any other modifications of the bid forms is not allowed.
 - 5. REFERENCES:** Three (3) customers for whom similar services were provided within the past three (3) years must be provided.
 - 6. FAILURE TO BID:** If you do not wish to bid on any item, please mark "no bid" on RFP Signature Page, sign and return the bid, otherwise your name may be removed from the bidder's mailing list.
 - 7. ACCEPTANCE OF PROPOSALS:** The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of nonresponsiveness or nonresponsibility. Bids are subject to acceptance at any time within ninety (90) days after opening of same unless otherwise stipulated.
- Unsolicited items, services, or incentives offered as part of the bid response will not be evaluated or considered in the award process.
- 8. WARRANTY OF QUALITY:** The vendor, manufacturer, or his/her assigned agent shall guarantee the food products against all defects.

(a) Cases and packaging shall be constructed to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement at no cost to the District.

(b) All products shall be delivered in fresh form, with adequate shelf life, no less than two (2) weeks from the expiration date.

(c) The District reserves the right to discontinue service of any or all portion of any contract resulting from this bid for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the contractor in default.

9. HACCP Plan or Food Security and Safety Program: Distributor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information when requested by the District.

Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, distributor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the county of Santa Clara or local city/county agency in which product was produced, state of California, and/or federal government, whichever is higher.

In the event of a product contamination issue, distributor shall provide trace back capabilities for all products to the point of origin.

**ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE
PRODUCT QUALITY CONTROL PARAMETERS WILL BE REJECTED.**

10. PLACING ORDERS

District staff may place orders via paper order form, telephone, email or online ordering system.

1. All orders will be processed as ordered.
2. Orders will be subject to adjustment.
3. All order discrepancies will be handled between Food Services and Vendor.
4. Credit memos will be included and must have all the information from the original order.

11. DELIVERY REQUIREMENTS: Deliveries shall be required at the following locations, times, and frequencies. Upon award of bid, Provisioner shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. Minimum quantities required in order for the District to place orders for needed items must be clearly indicated on the proposal forms.

1. All orders will be delivered Monday through Friday.
2. All refrigerated foods must be stored between 32–40 degrees and must be delivered in a refrigerated vehicle and received at or below 40 degrees.
3. Frozen foods must be delivered in a vehicle that has a freezer and received in a frozen state. All goods must be delivered in good condition.
4. All of the items on the itemized bid sheet **require** delivery to multiple school sites.
5. Upon award of bid, the Vendor shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules.
6. A duplicate of the signed invoice shall be left at each location at the time of the delivery. An itemized monthly statement showing each delivery location must be sent to the District’s Food Services department. Quantities, item descriptions, unit prices and extended amounts must be shown on each invoice; this shall apply to all credits.
7. In the event deliveries are not made, which results in loss of reimbursement funds for the District’s meal programs, upon satisfactory agreement between the awarded Bidder and the District, the District will deduct the total lost reimbursement from the supplier’s current invoices.
8. Advanced approval by District Food Service Manager must be obtained prior to substitutions being made. Items substituted must be priced as the same as the item the District would normally receive.
9. Deliveries shall be required at minimum one time per week at all of the locations listed below.

Delivery Locations

	Location	Address	City, Zip Code	Delivery Times
1	Cupertino High School	10100 Finch Ave.	Cupertino, 95014	6:30 am to 2:30 pm
2	Fremont High School	575 W. Fremont Ave.	Sunnyvale, CA 94087	6:30 am to 2:30 pm
3	Homestead High School	21370 Homestead Rd.	Cupertino, CA 95014	6:30 am to 2:30 pm
4	Lynbrook High School	1280 Johnson Ave.	San Jose, CA 95129	6:30 am to 2:30 pm
5	Monta Vista High School	21840 McClellan Rd.	Cupertino, CA 95014	6:30 am to 2:30 pm
Special Instructions		No delivery dock at any location. Delivery driver to unload and drop pallets or items in the designated storage area.		

13. CONTACT INFORMATION: Please utilize the following contact information for the purpose of administration of this Proposal and resulting Contract.

School District	Fremont Union High School District Food Services
Complete Mailing Address	589 W Fremont Ave., Sunnyvale, CA 95014
Food Services District Manager Name	Divya Puri
Email	divya_puri@fuhsd.org
Phone	408-522-2216
Accounts Payable Name	Elaine Alfaro
Email	elaine_alfaro@fuhsd.org
Accounts Payable Phone	408-522-2231

14. PRICING: Pricing for distribution shall be offered in two categories: (1) Processed USDA foods end products and for (2) commercial food products (cereal, snacks and shelf stable beverage, frozen & refrigerated goods and dry goods).

(a) Processed USDA Foods End Products: Fremont Union High School District is part of the SLIC Co-op. Vendors shall utilize manufacturer pricing for USDA foods end products from the following solicitation documents released and awarded by the SLIC Co-op: RFP 2018-19-01 for commodity and commodity processed food. Results of RFP No. 2018-19-01 can be found at <https://online.goldstarfoods.com/report/coopdocuments/> by selecting “RFP 2018-19.” Documents may also be requested via email from Fremont Union High School District, Divya Puri, divya_puri@fuhsd.org.

Quote a per case delivered cost for all items listed on the Itemized Bid Sheet. Provide prices for the items only as specified on the Itemized Bid Sheet.

(b) Commercial Food Products – Frozen, Refrigerated and Dry Goods: Commercial food products: cereal, snacks and shelf stable beverage, frozen & refrigerated goods and dry goods should be quoted as specified on the Itemized Bid Sheet. Quote a per case delivered cost for all items listed. Equal products may be offered that meet the same specifications as those listed. On the Itemized Bid Sheet, in columns I, J, and K, indicate the alternate manufacturer, manufacturer code, and case pack size, **ONLY** if not as specified for commercial items. Equivalent products offered will be evaluated and approved based on a comparison of the proposed equivalent product’s nutritional information and/or child nutrition label information, ingredients list, appearance and taste to that of the specified product. The determination of equivalency shall be based solely on the opinion of the District.

(b) Additional Items: Additional items may be added to this Proposal, not to exceed 10% of the value of the award. The District shall contact the successful vendor for pricing on additional items to be added to the Proposal award at any time during the bid period.

15. AWARD OF PROPOSAL: The award of this bid will be made to a single or multiple responsive and responsible bidder who meets the terms and conditions of the bid. Items are combined into categories, and may be awarded by category or on a line-by-line basis. Designated categories are: Processed USDA foods, Cereal, Snacks and Shelf Stable Beverages, Frozen and Refrigerated Goods and Dry Goods.

Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by a review committee. “Minimum qualifications” shall mean: complete proposals meeting all RFP instructions and conditions received by the due date and time.

Following the receipt of Proposals, bidders shall be ranked based on the following criteria

<u>Evaluation Criteria</u>	<u>Maximum Points</u>
Experience, Competence, Responsive	20
Customer References	10
Responsibility and Business Sustainability	10
Food Safety – HACCP Plan and Plant Security	10
Price	50
Total Points Possible	100

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

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

A bidder must be able to deliver the items within the required delivery date in order to be declared responsive to this bid. The District reserves the right to make no award at all, reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

Unsolicited services or incentives offered as part of the Proposal response will NOT be evaluated or considered in the award process.

The District reserves the right to add or delete product, increase or decrease amounts, add or delete site locations.

16. AGREEMENT: Submission of a signed quote will be interpreted to mean Proposer hereby agrees to all the terms and conditions set forth in all the pages of this RFP. Proposer's signed quote and District's written acceptance or purchase order shall constitute a contract.

17. PROPOSAL WITHDRAWAL: Bid proposals may be withdrawn by the bidder prior to the time fixed for opening of the bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the consent of the District or bidders recourse to California Public Contract Code Sections 5100 et. seq.

18. PAYMENT: Prompt payment may be requested after actual delivery of goods to the required destination as outlined in the conditions. In addition, successful bidder(s) are expected to pay manufacturers for goods in a timely fashion.

19. FOB: All pricing shall be quoted **FOB District location(s) as specified in this document or attachment thereof.** All freight charges must be included in the bid price. Any minimum delivery amounts must be listed with the bid price.

20. NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS: The District does not guarantee orders in these amounts nor shall orders be limited to these specific figures. This is an indefinite-quantity bid, however the quantities listed are a good faith estimate. Bidders shall not specify minimum or maximum quantities or charges for order types, unless specifically allowed on the bid form. Unlimited orders within the term of the contract shall be allowed to the District at prices quoted. The estimated quantities listed on the Itemized Bid Sheet are for the purposes of forecasting and not to be considered a promise to purchase.

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

21. HOLD HARMLESS: The vendor shall save, defend, hold harmless and indemnify the District and its members 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 occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

22. CANCELLATION FOR INSUFFICIENT OR NONAPPROPRIATED FUNDS: The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the United States Department of Agriculture and State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to nonavailability or nonappropriation of sufficient funds and/or lack of availability of USDA foods products.

23. FAILURE TO FULFILL CONTRACT: When vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, 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 Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his/her sureties. The Board of Education reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board or Education, if requested. Failure to fulfill contract may result in bidder disqualification in subsequent year(s) due to nonresponsible practices.

24. SOLICITATION PROTEST PROCEDURES: Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.

- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
- b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
- c. The protest must refer to the specific portions of all documents that form the basis for the protest.
- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

25. TERM OF CONTRACT: Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year beginning on July 1, 2020, through June 30, 2021. This bid may be

extended (by mutual consent expressed in writing) for up to two (2) additional one (1) year increments (total potential bid life of three (3) years from Board of Education award).

The extension may be granted on a year by year basis provided that the District has deemed the products and services of the vendor satisfactory. Agreement prices that are subject to increase for each period shall be based upon percentage increase in the annual Consumer Price Index (CPI) for all urban consumers for the Los Angeles/Riverside/Orange County area, not to exceed five percent (5%). The adjustments to the agreement rate (prices) schedule, if any, shall be evaluated by using the percentage of change between the previous year and the current year's Consumer Price Index published by the U.S. Department of Labor's Bureau of Labor Statistics. The specific index to be reviewed is the CPI for Los Angeles-Long Beach-Anaheim (representing Los Angeles and Orange Counties) - All Items Less Shelter, comparing the current year February to the prior year February rates, typically released in the month of March. The price change should be presented in writing not less than 90 days prior to the contract renewal date.

26. NONCOLLUSION DECLARATION: Each bidder submitting a proposal shall execute and deliver a noncollusion declaration in the form attached hereto. Failure to submit such non-collusion affidavit shall be grounds to reject a proposal as non-responsive.

27. "BUY AMERICAN" PROVISION: Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring School Food Authorities to purchase domestically grown and processed foods, to the maximum extent practicable. Pursuant to 7 CFR Part 210.21(d), the term "domestic commodity or product" means:

- (a) An agricultural commodity that is produced in the United States; and
- (b) A food product that is processed in the United States substantially (51% or more) using agricultural commodities that are produced in the United States.

It is therefore required that bidders responding to this Request for Proposals indicate whether products offered on this proposal meet the definition of "domestic commodity or product" as stated immediately above. Indication shall be made on the Itemized Bid Sheet (Excel Spreadsheet) as part of the response to this proposal:

The successful bidder shall provide documented proof of compliance with this provision at the request of the District.

FEDERAL NONDISCRIMINATION STATEMENT

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) (PDF) found online at the Filing a Discrimination Complaint as a USDA Customer Web page external link opens in new window or tab, 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:

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

USDA is an equal opportunity provider.

**FOOD SERVICES CODE OF CONDUCT FOR EMPLOYEES
ENGAGED IN AWARD AND ADMINISTRATION OF CONTRACTS**

The following Code of Conduct shall govern the performance, behavior and actions of the Fremont Union High School District Food Services Department, including, employees, directors, or agents who are engaged in any aspect of procurement, including – but not limited to – purchasing goods and services, awarding contracts, or the administration and supervision of contracts.

No employee, officer, or agent of the District shall participate in the selection, award, or administration of a contract supported by a federal, state, or local funds if he or she has a real or apparent conflict of interest. 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.

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or organizations doing business with the District. An exception may be made for the receipt of an unsolicited item of nominal value if approved by the Superintendent or designee.

The District expects all employees to behave with the utmost integrity and never be self-serving, be fair in all aspects of the procurement process, be alert to conflicts of interest, and avoid any compromising situations.

Any employee who violates the terms of this policy shall be subject to disciplinary action based on the severity of the infraction, up to and including termination from employment. Nonemployee agents or representatives may also be sanctioned and removed from their position as agent or representative for the District for violation of this policy.

QUESTIONNAIRE
To Be Submitted With Proposal
Distribution of Commercial Food Products
RFP No. 2021-03

Company Name:	
---------------	--

No proposals shall receive consideration by Fremont Union High School District unless they include responses to each and every question below. Prospective bidders should respond in detail to each of the following questions. Additional pages may be used as needed for thorough, yet concise, responses.

1. Will you be able to meet the specified delivery days, hours, and deliveries per week?

Check: Yes ___ or No ___

If NO, attach proposed delivery schedule.

2. Do you require a minimum number of cases, pounds, or value for deliveries?

Check: Yes ___ or No ___

If YES please state your minimum delivery amounts (dollar amount, case quantity, etc.).

3. What is your procedure for notifying customers of shortages and /or substitutions?

4. What is your procedure for notifying customers of a product recall?

Company Name:	
---------------	--

5. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last two (2) years? If so, please explain.

6. Has your firm defaulted or been replaced at the will of a district during the school year within the last two (2) years? If so, explain.

7. What is your company's average "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?

8. What is the lead time you require for orders that ensures a 95% fill rate?

9. Do you have an on-line order system? Please explain.

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

11. 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?

Company Name:	
---------------	--

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

13. Describe your USDA foods tracking and reporting abilities in detail.

14. What Value Pass Through methods do you utilize for processed USDA Foods?

- Rebate
- Fee for Service
- Modified Fee for Service
- Net Off Invoice

Be sure to indicate the Value Pass Through Method for each processed USDA foods product on the Itemized Bid Sheet (Excel Spreadsheet)

15. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas?

Company Name:	
---------------	--

16. Briefly describe your food safety – HACCP plan and provisions for plant/delivery security.

17. Do you offer a percentage discount for early payment? If yes, please state terms for discount.

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

19. Will combination refrigerated/freezer trucks be used to deliver frozen and refrigerated items at the same time?

Check: Yes ____ or No ____

20. Attachment A: Itemized Bid Sheet. On the Excel spreadsheet provided, indicate the delivered cost per case for all items listed.

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor.

Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Date	

REFERENCES

To Be Submitted With Proposal

**Distribution of Commercial Food Products
RFP No. 2021-03**

Please submit three (3) current school district references requiring weekly deliveries to a central location with no loading docks.

Reference #1

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #2

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #3

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

NONCOLLUSION AFFIDAVIT
To Be Submitted With Bid

Distribution of Commercial Food Products
RFP No. 2021-03

State of California
Santa Clara County

Bidder's Name _____, being first duly sworn, deposes and says that he or she is Owner of Contractor Name _____ 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 Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, 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 Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, 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."

(Date)

Signed at (Place)

Bidder Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

**PROPOSER'S STATEMENT
REGARDING INSURANCE COVERAGE**
To Be Submitted With Proposal

**Distribution of Commercial Food Products
RFP No. 2021-03**

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the RFP. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Fremont Union High School District as Additional Insured for the work specified.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

WORKERS' COMPENSATION INSURANCE CERTIFICATE
To Be Submitted With Proposal

Distribution of Commercial Food Products
RFP No. 2021-03

The Proposer shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE
To Be Submitted With Proposal

Distribution of Commercial Food Products
RFP No. 2021-03

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 FOLLOWING)

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

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name and Title

Signature

Date

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 above in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING
 To Be Submitted With Proposal
Distribution of Commercial Food Products
RFP No. 2021-03

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:

OR

Name of Vendor:		
Printed Name and Title:	Signature:	Date:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See below for public burden disclosure.)

To Be Submitted With Proposal

Distribution of Commercial Food Products

RFP No. 2021-03

<p>1. Type of Federal Action: a. contract ___ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application ___ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing ___ b. material change For material change only: Year ___ quarter ___ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: ___ Prime ___ Subawardee Tier ____, if Known: Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: ____ Title: ____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

IRAN CONTRACTING ACT CERTIFICATION
(California Public Contract Code sections 2202-2208)
 To Be Submitted With Proposal
Distribution of Commercial Food Products
RFP No. 2021-03

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 - EXEMPTION

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

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

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

FINGERPRINT CLEARANCE/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION
To Be Submitted With Proposal
Distribution of Commercial Food Products
RFP No. 2021-03

One of the three boxes below **must** be checked, with the corresponding certification provided:

- Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

- Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

The installation of a physical barrier at the worksite to limit contact with pupils.

Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

EQUAL OPPORTUNITY EMPLOYMENT
To Be Submitted With Proposal

Distribution of Commercial Food Products
RFP No. 2021-03

Federal affirmative action regulations mandate that federal contractors include an equal opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the _____

_____(Company)

is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: _____

CONTRACTOR

By: _____

ATTACHMENT A
ITEMIZED BID SHEET
To Be Submitted With Proposal

Distribution of Commercial Food Products
RFP No. 2021-03

This document is a separate Excel worksheet posted online to view or download at the District's purchasing website: <https://www.fuhsd.org/departments/business-services>

Return completed document in Excel format on data storage device; data storage device will not be returned.

EXHIBIT A
Insurance Requirements

Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the provider, its agents, representatives, or employees.

<u>Coverage Required</u>	<u>Limits Per Occurrence</u>	<u>Scope As Broad</u>
General Liability	\$1,000,000.00	As CG001
Automobile Liability	\$1,000,000.00	As ISO-CA001
Workers' Comp/Employer's Liability	\$1,000,000.00	As req. by CA

The general liability and auto liability policies are to contain or be endorsed to name FUHSD, its officers, officials, employees, and volunteers as additional insured's for liability arising out of the activities performed in connection with this contract. The Contractor's coverage shall be primary and shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability. Contractor shall furnish FUHSD original certificates of insurance and endorsements (affecting coverage required by this clause) signed by a person authorized to bind coverage on its behalf. Insurance is to be placed with insurers with a current AM Best rating of not less than A: VII. The endorsements are to be received and approved by FUHSD before work commences.