



REQUEST FOR PROPOSALS

RFP NO. RIAN-2025-2026-006

RIALTO UNIFIED SCHOOL DISTRICT

KITCHEN EQUIPMENT

Issue Date: Jan. 12, 2026

**RIALTO UNIFIED SCHOOL DISTRICT
CHILD NUTRITION
RFP No. RIAN-2025-2026-006
KITCHEN EQUIPMENT**



**Rialto Unified School District
Child Nutrition
151 S. Cactus Ave.
Rialto, CA 92376
(909) 820-7761
(909) 873-2360- FAX
<https://kec.rialto.k12.ca.us>**

Issue Date:	Jan. 12, 2026	
Publication Dates:	Jan. 12, 2026	
	Jan. 20, 2026	
Questions Due:	Jan. 26, 2026	4:00 PM
Addendum Publication by:	Feb. 2, 2026	9:00 AM
Proposal Submission Deadline:	Feb. 10, 2026	9:00 AM
Public Bid Opening	Feb. 10, 2026	9:00 AM
Expected Board Approval	April 8, 2026	7:00 PM

**RIALTO UNIFIED SCHOOL DISTRICT
CHILD NUTRITION
RFP No. RIAN-2025-2026-006-KITCHEN EQUIPMENT**

TABLE OF CONTENTS	PAGE
Notice of Request for Bids	4
Notice of Intent	5
Letter to Vendor	6
Bidder Checklist	7
Instructions & Information	8
General Conditions	14
Instruction for Submitting Proposal	23
Evaluation and Award	26
Delivery Schedule	29
Vendor Questionnaire	32
Bid Form & Bidder Information	33
Vendor Criteria Form/References	37
Proposal Form	38
Non-Collusion Declaration	39
Equal Opportunity Employment	40
Certification Regarding Lobbying	41
Disclosure of Lobbying Activities	42
Instructions for Disclosure of Lobbying Activities	43
Suspension and Debarment Certification	44
Instructions for Suspension and Debarment Certification	45
Iran Contracting Act Certification	46
Contractor's Certificate Regarding Drug-Free Workplace	47
Contractor's Certificate Regarding Alcohol & Tobacco Free Campus	48
Contractor's Certificate Regarding Worker's Compensation	49
Clean Air & Water Certification	50
Fingerprint Clearance Certification	51
Attachment A: Proposal Worksheet	Separate Excel spreadsheet

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

**NOTICE CALLING FOR PROPOSALS
RFP No. RIAN-2025-2026-006 Kitchen Equipment**

NOTICE IS HEREBY GIVEN that the Board of Education of the Rialto Unified School District of San Bernardino County, California is requesting proposals for **RFP No. RIAN-2025-2026-006 Kitchen Equipment**.

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

Proposals must be delivered in sealed envelopes marked “**RFP No. RIAN-2025-2026-006 Kitchen Equipment**” to the office of:

**RIALTO UNIFIED SCHOOL DISTRICT
Child Nutrition
Attn: Monica Zamora, Assistant Director
151 S. Cactus Ave.
Rialto, CA 92376**

up to, but not later than **9:00 AM on Tuesday, February 10, 2026**, at which time they will be opened and share the pricing. All proposals must be submitted on forms furnished by the District.

The Board of Education of the Rialto Unified School District reserves the right to accept or reject any and all proposals or parts thereof, to be the sole judge as to the merits and qualifications of all proposals, to waive any discrepancy or technicality, not necessarily accept the lowest proposal of any offered if it is in the best interest of the District. Design, specifications, service, delivery, and quality may be considered in making selections.

The award of contract, if made by the District, will be to the qualified firm whose RFP best complies with all the requirements set forth in the proposal documents and whose proposal, in the opinion of the District while complying with all legal requirements, is in the best interest of the district, taking into consideration all aspects of the contractor’s response, including the total net cost.

Courier Deliveries

The Rialto Unified School District is not responsible for proposals sent via U.S. Mail, UPS, and Federal Express or by any other delivery service. It is each Bidder’s sole responsibility to ensure the proposal is delivered and received by the deadline at the location designated above. The District will receive and time stamp the proposal packets that were submitted. Any proposal received at the designated location AFTER the scheduled closing time for receipt of proposals shall be returned to the bidder unopened.

**To Be Published on January 12, 2026 and January 20, 2026
San Bernardino County Sun**

NOTICE OF INTENT

It is the intent of the Rialto Unified School District, Child Nutrition, to award a contract as a result of the Request for Proposals (RFP). Products and/or services considered for award shall equal or exceed an infimum quality level of industry standards as defined within this RFP, and shall comply with all applicable federal, state, and local technical, environment, and performance standards and specifications.

DEFINITIONS: In this RFP and in the Contract, the following terms are defined as follows:

- A. **“Best Value”** means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of Vendor’s product(s) and/or services, and price.
- B. **“Contract”** means an agreement entered into between the District and a vendor as a result of this RFP. The Contract consists of the Request for Proposals, including all Addenda, Vendor’s Proposal that is satisfactory to the District, and the District’s Contract form(s), which may include, but are not limited to, a written contract, an agreement letter, or a purchase order.
- C. **“District, and/or the District, and/or government entity”** refers to Rialto Unified School District.
- D. **“Vendor/Distributor/Seller/Supplier/Contractor/Bidder”** refers to the person(s)/entity(ies) that submits the proposal to this RFP/ to whom a contract is awarded pursuant to this RFP.
- E. **“Proposer”** refers to the person/firm that submits the proposal to this RFP. Terms “Bidder”, “Distributor” or “Vendor” may also be used.
- F. **“Project”** means the Scope of Work for furnishing goods and services as outlined in this RFP.
- G. **“Proposal”** refers to the documents submitted by a Vendor that addresses the scope and requirements of this RFP.
- H. **“RFP”** means Request for Proposals.
- I. **“Responsible Vendor”** means a vendor with adequate financial resources (or the ability to obtain such resources), who can comply with the delivery requirements, and who is a qualified and established firm regularly engaged in the type of business that provides the goods and/or services herein.
- J. **“Responsive Proposal”** refers only to those proposals that comply with all material and administrative aspects of this RFP.
- K. Singular terms shall include the plural and vice versa. A gender reference includes both genders.

Dear Vendor,

The Rialto Unified School District, Child Nutrition is pleased to provide you with document forms enabling you to respond to this year's **KITCHEN EQUIPMENT** Proposal.

Rialto Unified School District, Child Nutrition, will respond to any questions and request for information.

The bidding documents in the packet include:

- Document Check-off for Vendors – Signed & Dated
- Notice Inviting Proposals
- Instructions & Information for Proposers
- General Conditions
- Instructions for Submitting Proposals & Request for Proposal Signature Page
- Evaluation and Award
- Delivery Information
- Vendor Questionnaire
- Bid Form
- Bidder References and Responsibility Information
- Proposer Criteria Form
- Proposal Form
- Non Collusion Declaration – Notary is not required
- Equal Opportunity Employment
- Certificate And Disclosure Statements (2)
 - Certificate Regarding Lobbying
 - Suspension And Debarment Certification
- Iran Contracting Act
- Contractor's Certification – Regarding Drug-Free Workplace
- Contractor's Certification – Alcoholic Beverage and Tobacco- Free Workplace
- Contractor's Certification – Worker Compensation
- Clean Air and Water Certification Fingerprint Clearance Certification
- Printed Price Worksheet - Prices
- USB Flash Drive – Proposer is to provide and submit which includes Proposal Price Spreadsheet/Prices.

Rialto Unified School District, Child Nutrition, is trying to process the proposal bidding and purchasing more efficiently. For your convenience, we have provided an electronic spreadsheet on a flash drive for completion. However, a completed signed printout of the spreadsheet is required and must be included in your sealed proposal package when it is returned.

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

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

Sincerely,

Monica Zamora

Monica Zamora

Assistant Director

Rialto USD, Child Nutrition

**Rialto Unified School District, Child Nutrition
Document Check-off sheet**

- ☐ Request for Proposal Signature Pg. 25
- ☐ Vendor Questionnaire Pg. 32
- ☐ Bid Form - Pg. 33-34
- ☐ Vendor Criteria Form (Provides minimum requirements of proposers and references)- Pg. 37
- ☐ Proposal Form (Document in which proposer agrees to the terms of the proposal is awarded)- Pg. 38
- ☐ Non-Collusion Declaration with Signature – Pg. 39
- ☐ Equal Opportunity Employment – Pg. 40
- ☐ Certification Regarding Lobbying (Required annually for any new contracts or extensions of contracts that could exceed \$100,000. Required to receive one from every existing or potential contractor to be considered for Proposal) – Pg. 41-43
- ☐ Suspension and Debarment (Required annually for any new contracts or extensions of contracts that could exceed \$100,000. Required to receive one from every existing or potential contractor to be considered for Proposal)- Pg. 44-45
- ☐ Iran Contracting Act Certification – Pg. 46
- ☐ Contractor's Certification – Regarding Drug Free Workplace – Pg. 47
- ☐ Contractor's Certification – Alcoholic Beverages and Tobacco Free Workplace – Pg. 48
- ☐ Contractor's Certification – Worker Compensation – Pg. 49
- ☐ Clean Air and Water Certification- Pg. 50
- ☐ Fingerprint Clearance Certification - Pg. 51
- ☐ Price Proposal on USB Flash drive – Vendor to provide (Contains the bid prices in excel format) – Vendor download original with required information.
- ☐ Printed Proposal Excel Worksheet with Signature – Vendor prints copy of price proposal & signs it
- ☐ Printed Kitchen Equipment Price Sheet– Attachment A

Please COMPLETE, SIGN & RETURN the following items with your sealed proposal: Failure to return any of the above items completed and signed with the original sealed proposal may qualify your proposal as non-responsive. All signatures must be original, no photocopies.

Signature

Date

**Rialto Unified School District, Child Nutrition
RFP#RIANS-2025-2026-006 Kitchen Equipment**

INSTRUCTIONS AND INFORMATION FOR VENDORS

PREPARATION AND SUBMISSION OF PROPOSAL FORM: RIALTO UNIFIED SCHOOL DISTRICT, CHILD NUTRITION invites proposals on the forms enclosed to be submitted not later than, **9:00 AM on Tuesday, February 10, 2026**. All blanks on the proposal form must be appropriately completed. Each proposal must be submitted in a separate sealed envelope bearing on the outside **“Proposal RFP No. RIAN-2025-2026-006 Kitchen Equipment**. It is the sole responsibility of the Vendor to ensure that the proposal is received by **9:00 AM on Tuesday, February 10, 2026**. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Vendor unopened.

1. PROPOSAL OPENING:

All proposals shall be publicly opened at 9:00 AM on Tuesday, February 10, 2026 at the:

RIALTO UNIFIED SCHOOL DISTRICT

Child Nutrition
151 S. Cactus Ave
Rialto, CA 92376

2. SIGNATURES

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

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

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

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

- 3. MODIFICATIONS AND CORRECTIONS:** Changes in or additions to the Pricing Sheet, alternate proposals, or any other modifications of the proposal form which is not specifically called for in the proposal documents may result in rejection of proposal as not being responsive to the invitation to proposal. No oral or telephone proposals or modifications shall be considered. The proposal submitted must not contain any erasures, interlineation, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the proposal. Proposals should be verified before submission and cannot be withdrawn after their opening.
- 4. ERASURES, INCONSISTENT OR ILLEGIBLE BIDS:** The RFP submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the RFP. In the event of inconsistency between words and figures in the RFP price, words shall control figures. In the event that the District determines that any RFP is unintelligible, inconsistent or ambiguous, the District may reject such RFP as not being responsive to the invitation to RFP.

5. **QUESTIONS FROM VENDORS:** Vendors are asked to defer all questions regarding this RFP. Where questions are known in advance, Vendors are encouraged to submit these in writing via email.

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

Beatriz Martinez Chavez - BMChavez@rialtousd.org

Wilhelma Wendy Velasco - WVelasco@rialtousd.org

All questions or comments regarding this RFP (except to inquire about the number of addenda issued) must be submitted using the link above **no later than 4:00 P.M. on Monday, Jan. 26, 2026 (Monday).**

Rialto Unified School District, Child Nutrition are not obliged to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above. Each transmitted request shall contain the name of the person and the name of the company filing the request along with telephone number and email address.

6. **ADDENDA/CLARIFICATIONS:** The responses to questions received by the specified deadline may be incorporated in an RFP addendum. If it becomes necessary for Rialto Unified School District, Child Nutrition to revise any part of this RFP, or to provide clarification or additional information after the RFP documents are released, each recipient of record of the original RFP will be notified with instructions to download a written addendum. Recipients of record are those parties, which obtained a copy of the RFP directly from Rialto Unified School District. Addenda will be posted on the Rialto Child Nutrition web-site <https://kec.rialto.k12.ca.us/Page/1935>; It shall be the responsibility of the Vendor's to inquire of Rialto Unified School District Child Nutrition as to any addenda issued. This may be done by calling Rialto Child Nutrition (909) 820-7761, extension 103, or via e-mail (WVelasco@rialtousd.org and cc: BMChavez@rialtousd.org) prior to the RFP-submittal deadline. All addenda issued shall become part of the RFP.
7. **WITHDRAWAL OF PROPOSAL:** Any Vendor may withdraw his or her proposal personally or by written request at any time prior to the scheduled closing time for the receipt of proposals.
8. **INTERPRETATION OF PROPOSAL DOCUMENTS:** If any Vendor finds discrepancies in, or omissions from the proposal documents, they may submit to the Assistant Director of Child Nutrition Services of the RIALTO UNIFIED SCHOOL DISTRICT a written e-mail request for clarification and the response thereto will be e-mailed to all vendors. Corrections will be made by addenda issued to each company that has been sent or picked up a proposal packet. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the proposal.
9. **SIGNATURE:** The RFP must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the RFP on behalf of the bidder. All documents identified in the required bid forms section must be signed in permanent ink. Unsigned responses may be considered non-responsive, thus resulting in rejection of the RFP. Obligations assumed by such signature must be fulfilled.
10. **AGREEMENT PERIOD:** It is anticipated that the Contract to be awarded under this proposal shall be effective July 1, 2025, through June 30, 2026.
11. **PRICES:** Minimum contract term is twelve (12) months. Quoted prices must stay in effect after award of RFP, and may be extended upon mutual consent of the District and vendor for up to two additional twelve (12) month periods or until the end of the school fiscal year, whichever is the shorter duration, in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). Any price increase must be in accordance with the Los Angeles Consumer Pricing Index with a maximum of 5% per contract term.

In the event of a general price decrease, the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

12. **COMMENCEMENT OF DELIVERIES:** After receiving written notification of award, the successful Vendor shall be required to commence with the delivery of all items, which have been awarded within fourteen (14) days after receipt of a participating district purchase order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district's purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this proposal.
13. **EVIDENCE OF FINANCIAL RESPONSIBILITY:** If requested, prospective Vendors shall provide evidence of financial responsibility showing the Distributor's ability and qualifications to perform the proposed contract. **If requested in writing, the District will not publicly disclose this information upon opening of the proposals.** The District may consider such evidence before making its decision in awarding the proposed contract. Failure to submit evidence of responsibility to perform the proposed contract may result in rejection of the proposal. Rialto Unified School District Child Nutrition requires the names of five (5) references for whose similar supplies or equipment were provided during the previous years.
14. **PROPOSAL DOCUMENT:** The Vendor should fully acquaint themselves with the terms and conditions affecting the performance of the Contract if awarded. The Vendor's submission of a proposal shall be taken as prima facie evidence of the Vendor's warranty of compliance. Proposals should be verified before submission, as they cannot be withdrawn after their opening.
15. **TAXES:** Taxes, whether Local, State, or Federal, shall not be included in the RFP price.
16. **DELIVERY:** All prices shall be quoted FOB destination. Destination shall be to the destination as specified by the District placing the order. All shipments shall be accompanied with a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight or the packing of the said articles is to be borne by the Vendor. Vendor will be responsible for all accessorial charges associated with the shipping of goods ordered due to failure to follow above listed shipping instructions.
17. **BRANDS, SIMILAR PRODUCTS, "OR EQUAL":** The specifications make reference to specific manufactures and models. This is done in order to establish a minimum acceptable level of quality and performance. All items referenced in this proposal are "or equal" and are not meant to be restrictive. The District reserves the right to evaluate and determine equivalency on any exceptions to the specifications. Proposers must indicate any exceptions or deletion to the specifications on their proposal. Failures do so will indicate that the proposal is exactly as specified.

The District encourages proposals of alternative equivalent products. However, Proposers will be asked to demonstrate equivalency of alternate to products specified. To that end, the District requires that Proposers submitting proposals other than specified included detailed literature and specification sheets with their proposal. Failure to include such information may be cause for rejection of the alternate items. The District specifically reserves the right to evaluate, in its absolute discretion, the total proposal of each Proposers, as to select the company which will best serve the needs of the District, thus ensuring that the best interest of the District and in tax paying public will be served.
18. **QUANTITIES:** Rialto Unified School District Child Nutrition will order in quantities best suited to their storage facilities' needs. Price proposal shall be firm for Rialto Unified School District Child Nutrition and shall not increase or include shipping or any additional handling fees for ordering in small quantities (Quantities are not guaranteed by Rialto Unified School District Child Nutrition).

19. **PRODUCT RECALLS:** If a product recall is instituted on an item that has been furnished and delivered to participating school districts, Vendor must immediately notify the school districts Child Nutrition Department with all pertinent information regarding the recall.
20. **CREDIT MEMOS:** The Vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the District's Child Nutrition Department.
21. **TERMINATION OF AGREEMENT WITHOUT CAUSE:** The District may terminate this Contract at any time by giving the Vendor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Vendor shall be entitled to no further compensation or payment of any type from the District.
22. **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective items not remedied or a failure to deliver requested items and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.
23. **MULTI-YEAR EXTENSIONS:** Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal school years.

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

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

24. **PROPOSAL FORM DIRECTIONS:**

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

- G. The District reserves the right to reject proposals with multiple items per line item. Vendors submitting proposals with more than one item per line item may be rejected on grounds of non-responsiveness or non-responsibility.

25. PROPOSAL PROTESTS PROCEDURES:

At the time of the RFP opening, bidder may request to see the Designation of Subcontractor list (if applicable). Once the RFP opening meeting has concluded, RFP results and other RFP documents must be requested in writing, via email, to Beatriz Martinez Chavez, Program Manager (BMChavez@rialtousd.org).

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

Rialto Unified School District
Attn: Diane Romo
Lead Business Services Agent
182 East Walnut Avenue
Rialto, CA 92376

- 1) **Appeal Review and Finality:** The Lead Business Services Agent, CFO of Business Services or their designee shall review the Decision on the Bid Protest from the Purchasing Director and issue a written response to the Appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. The written decision of the Lead Business Services Agent, CFO of Business Services or the Hearing Officer shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.

- 2) **Reservation of Rights to Proceed with Project Pending Appeal:** The District reserves the right to proceed to award the Project and commence pending the Decision on the Bid Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in the preceding paragraph if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.
 - 3) **Waiver:** The procedures and time limits set forth in this Bid Protest Procedure are mandatory and are the bidder's sole and exclusive remedy in the event of a Bid Protest. The bidder's failure to comply with any of this Bid Protest Procedure shall constitute a waiver of any right to pursue a Bid Protest or in any way challenge the award, including but not limited to, any challenge pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
26. **AMERICAN MADE PRODUCTS** – In compliance with Sections 4300 to 4305 of the California Government Code, only materials produced or manufactured in the United States will be procured by the District, except for those which fall within the purview of Sections 4301, 4302 and 4303.5. In compliance with Code Sections 4330 to 4334 inclusive California products shall receive preference over materials made elsewhere. If a bidder is proposing an article of foreign make, the fact must be stated in his bid.

End of Instructions and Information for Proposer

GENERAL CONDITIONS

1. **PROPOSAL:** Proposals are requested for furnishing the District's Kitchen Equipment for the period of July 1, 2025 through June 30, 2026. The District reserves the right to determine purchase amount based on the district's operational need. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. The signatures of all persons shall be in longhand in ink. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. All proposals shall be submitted in sealed envelopes bearing on the outside the name of the vendor, the name and RFP number, submission due date and time. It is the sole responsibility of the vendor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral or telephonic modification of any proposal submitted will be considered.
2. **SCOPE OF CONTRACT:** The Rialto Unified School District, desires to purchase food service equipment specified in RFP No. RIAN-2025-2026-006 Kitchen Equipment and to establish a price agreement for future purchase for the period of the contract, in accordance with all the terms, conditions, and specifications specified herein.
3. **AWARD OF AGREEMENT:** This is a request for the pricing on food service kitchen equipment required for used by Rialto USD Child Nutrition. Please submit quotations on items to be furnished on the attached sheets in accordance with all condition and specifications. PROPOSER MUST SPECIFY MANUFACTURE'S NAME AND MODEL NUMBER.

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

It is the intention of the Rialto Unified School District Child Nutrition to award contract(s) "Individually, "As a Whole", or "in any Combination," which would be in the best interest of the District. Award is contingent upon timely compliance with all RFP conditions and specifications which must be satisfied prior to beginning of service under the Contract.

As a result of the RFP, the Contract (s) will be awarded according to the authority granted by the Board of Education of Rialto Unified School District under California Law (e.g. the Public "Contract Code, Education Code, and Government Code).

***AWARDS ARE NOT BASED SOLELY ON THE LOWEST COST PROPOSAL.** In addition to the lowest cost, the Proposer must be capable of compliance with all other Specifications and Proposal "Conditions required by the District as indicated in this proposal to the eligible for an award.

Rialto Unified School District Child Nutrition reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and products submitted as "equal" to the districts specification and not necessarily accept the lowest price offered.

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

4. **PLACEMENT OF ORDERS & LEAD TIME:** Orders shall be issued directly to the vendor by Rialto Unified School District Child Nutrition, commencing from proposal award (July 1, 2025 through June 30, 2026). Ordering and lead times' procedures will be mutually agreed upon.
5. **SPECIFICATION:** The specifications included in this proposal make reference to specific manufactures and models. This is done in order to establish a minimum acceptable level of quality and performance. All items reference in the proposal are "or equal" and are not meant to be restrictive. The District reserves the right to evaluate and determine equivalency on any exceptions to specifications. Proposers must indicate any exceptions or deletions to the specifications on their proposals. Failure to do so will indicate that the proposals is exactly as specified.
6. **INSPECTION AND ACCEPTANCE:** Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with the bid specifications shall be replaced by the Vendor at no additional cost to the district. Failure to replace items not meeting bid specifications and/or defective items shall be considered sufficient cause for default. All substitutions must have prior approval.

All items provided under this bid shall meet or exceed the bid specifications and shall comply with all Federal and State laws governing their production, handling, and processing. Inspection shall be the responsibility of the school district and unacceptable products shall be replaced by the bidder at no cost to the school district. Failure to replace said items within three (3) calendar days/72 hours, or mutually agreed upon time period, from receipt shall be considered sufficient cause for default.

7. **OTHER PURCHASES:** Rialto Unified School District Child Nutrition reserves the right to acquire from other sources during the life of the contract such like items, as may be required for testing, evaluation, experiment, for special programs of an emergency nature, or whenever the successful Proposer cannot supply, per conditions on **paragraph 26**.
8. **PRODUCT DESIGN:** Should the manufacturer of the equipment purchased need to change the design of the equipment, the manufacturer shall notify Rialto Unified School District Child Nutrition of the changes and the impact upon previously purchased items.
9. **PRODUCT TESTING:** If the opinion of Rialto Unified School District Child Nutrition, an item purchased on this proposal does not conform to specifications or perform to standards, Rialto Unified School District Child Nutrition reserves the right to have the product tested by an independent testing laboratory. If the test shows that the product does not conform to specifications or the standards, the cost of testing will be charged to the vendor and the contract may be cancelled.
10. **SAFETY FEATURES:** Each Proposer who submits a proposal, by such action positively certifies that electrically powered equipment and electrical accessories are:
 - a. Protected and free from shock or other electrical hazards
 - b. Listed by Underwriter's Laboratory
 - c. Qualified to meet the standards of the National Sanitation Foundation
11. **MANUALS:** Proposer shall provide all operation and/or service manuals for each item, including electrical drawings (when applicable) and parts list at no additional cost to the district.
12. **WARRANTY:** Rialto Unified School District Child Nutrition requires the Proposers to agree as a part of the of the cost, that all equipment purchased under the terms of the proposal shall include a service warranty covering parts for a minimum of one (1) year and labor for repairs to be performed during the first 90 days after purchase unless otherwise indicated in specification. Each Proposer acknowledges this obligation for this kind of warranty.

Any Proposer who cannot pledge this warranty should be clear with their exceptions to these specifications in their proposal. The Proposer must also provide a name and phone number for the warranty servicing company and technical support.

13. **LIMITATIONS:** The District shall not be obligated to accept the lowest priced proposal, but will be evaluating proposals with the intent of awarding to one responsible distributor. The District reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the District. The District may take into account the performance of the bidder with respect to any recent contract(s) with other school districts. The District, however, reserves the right to reject any one or all proposals, to waive any informality in the proposals, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the lowest responsible proposal meeting all the criteria specified in the proposal and is in the best interest of the District. This RFP is not an offer by the District to contract with any party responding to this RFP. The District makes no guarantee that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The District shall, in no event, be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the services contract, if at all, is at the sole discretion of the District.
14. **RESTRICTIONS ON LOBBYING AND CONTACT:** From the period beginning with the date of the issuance of this RFP and ending on the date of the award of the contract, no person or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP. The evaluation or selection process and/or the award of the contract with any member of the District, Board of Trustees, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.
15. **FUEL SURCHARGES:** No fuel surcharges will be accepted under this contract. Any addition of such charges shall not be permitted during the period of the term of this contract.
16. **MODIFICATIONS TO THE CONTRACTED LIST:** During the term(s) of a contract awarded under this RFP, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the District. Both parties agree that the aggregate value of added purchases during each year of the contract, if renewable, shall not exceed Ten Percent (10%) of the estimated total value of the contract. The total value of the contract must be agreed upon and the dollar value listed in every contract and contract renewal through a contract amendment, and the total contract value adjusted accordingly. For each contract renewal, the total actual value of the contract in the preceding year and the additions made during the contract term will be the basis for determining the maximum dollar amount not to exceed Ten Percent (10%) of additional goods that will be allowed during the next contract renewal year.

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

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

- (1) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
- (A) The item is available only from a single source
- (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation

- (C) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity or
- (D) After solicitation of a number of sources, competition is determined inadequate.

17. **INFERIOR PRODUCT:** The Distributor agrees to permit inspection of the delivered items by a representative of the District with the right of rejection of inferior merchandise. The decision of the District shall be final.
18. **DELIVERIES:** The successful Distributor will make mutually acceptable delivery time options available for each site within the District. The District reserve the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. Once a mutually agreed upon delivery schedule is established between the Distributor and the District, timely delivery of all orders is expected. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption of service. If, at any time, a delivery cannot be made, the Vendor must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Vendor's expense. The District may assess a cost to the vendor if overtime and or additional costs are incurred in relation to accepting a needed delivery that falls outside of previously established delivery times. Frequent occurrences may result in cancellation of the Contract. The Distributor must guarantee a 90% fill rate for all District orders. For any District order, if the Bidder is unable to perform under the terms of the Contract or if it fails to deliver any items ordered within the prescribed timelines, the District reserves the right to cancel any order(s) or purchase the item(s) on the open market, and to request and receive payment from the Bidder for the difference between the contract price and the price the District pays on the open market.
19. **INVOICES:** Invoices will be furnished in triplicate and include product name, quantity, unit size, and unit price. The original copy is to be kept by the Distributor. The original invoice must be signed by the individual receiving the product and two copies are to be left with the designee. An invoice signed by the Nutrition Services Worker 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 date of delivery. The Distributor will list all discounts and payment options available on the Proposal Worksheet if terms other than "Net 30 days" are offered. Invoices shall be submitted in triplicate to the participating school districts and shall contain the following information: purchase order number, item number, item description, quantity, unit price, extended totals, and applicable discounts for items delivered. Failure to enter the above information on the invoice may cause delay in payment.
20. **RIGHT TO AUDIT:** The Distributor shall submit to third party audits and/or inspections initiated by the District during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, pricing and billing. Distributors must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.
21. **SAFETY AND SECURITY:** The Distributor shall comply with all District security regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (Cal Code). Distributor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the affecting district.

- 22. AFFIRMATIVE ACTION:** It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code, Section 12900, and Labor Code, Section 1735 and the American with Disabilities Act, 42 USC and 12101 et. Seq.
- 23. HOLD HARMLESS CLAUSE:** To the fullest extent permitted by law, the Distributor agrees to indemnify, defend and hold the District entirely harmless from all liability arising out of any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Distributor's employees or Distributor's subcontractor's employees arising out of Distributors work under this proposal. Any loss, injury or death of persons or damage to property caused by any act, neglect, default or omission of the Distributor, or any person, firm or corporation employed by the Distributor, either directly or by independent contract, including all damages due to loss or theft, sustained by and person, firm or corporation including the District, arising out of, or in any way connected with the Distributors work under this proposal, including injury or damage either on or off the property of the District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the District. The Distributor, at the Distributor's own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, their officers, agents or employees in any action, suit or other proceedings as a result thereof.
- 24. ATTORNEYS' FEES:** In the event of any dispute between the District and Contractor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorney's fees, costs and expenses incurred in connection therewith. The term "attorney's fees" or "attorney's fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.
- 25. INSURANCE:** Without limiting vendor's indemnification of the District, Vendors shall provide and maintain at its own expense during the term of the resulting contract, the following program(s) of insurance covering its operations hereunder. The insurer(s) will provide the insurance to the District and evidence of such program(s) satisfactory to each participating school district shall be delivered on or before the effectivity date of Contract. Such evidence shall specifically identify the contract and shall contain express conditions that District is to be given at least thirty (30) days written notice in advance of any modification or cancellation of any policy of insurance.

A) Liability

Such insurance shall be primary to and not contributing with any other insurance maintained by individual school districts, and shall name each individual school district as an individual issuer, and shall include but not be limited to:

1) Comprehensive General Liability Insurance

Endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of \$2,000,000.00 per occurrence.

2) Comprehensive Automobile Liability

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

B) Worker's Compensation

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

C) Product Liability

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

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

27. DEFAULT: Any participating school district may, by written notice of default to the Vendor, terminate the whole or any part of their order under this Contract if:

A. The Vendor fails to make delivery within the time specified herein.

OR

B. The products received are of inferior quality and not the same as specified or shown at the sampling. These items shall be returned at the seller's cost. Seller shall arrange for pick up after written notification by the District. Seller shall be responsible for cost of replacement if purchaser deems it necessary to procure suitable substitute items from supplier other than original seller. Purchaser may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

OR

C. If the successful Vendor fails or neglects to furnish or deliver any equipment, products, materials or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this proposal document in its entirety, the District reserves the right to purchase the items herein specified from another vendor, after providing the vendor with a three (3) calendar days/72 hours, or mutually agreed upon cure period. All additional costs or expenses incurred due to failure of the successful Vendor, as above stated, shall be paid by such Vendor and his sureties, if any. The price paid by the District shall be considered the prevailing market price at the time the purchase is made. In the event that the participating school district terminates their orders in whole or in part, they may procure supplies or services similar to those terminated from other sources, and the Vendor shall be liable to the participating school district for any additional costs for such similar supplies or services. The Vendor shall not be liable for any excess cost if the failure to perform under this Contract arises out of causes beyond their control. Such causes may include but are not restricted to as acts of God or the public enemy, acts of the Government, acts of any of the participating school districts or anyone employed by them, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases are excluded from this section. The Vendor shall be required to deliver all supplies or services under this Contract, which are not terminated.

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

Pursuant to Education Code Section 45125.1, it is necessary to the District to determine whether a contractor of independent contract consultant must have its employees fingerprinted and screened for criminal records.

There are two bases for exemption:**1. Emergency Contacts – Exempt**

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

2. Limited Pupil Contact – Exempt

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

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

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

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

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

- 29. EXCUSE FOR NONPERFORMANCE – FORCE MAJEURE CLAUSE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the party not performing.
- 30. PERFORMANCE BOND:** On May 5, 2016, the U.S. Department of Agriculture (USDA) issued Policy Memorandum SP 35-2016: This memo clarifies that the bonding requirements in 2 CFR, Section 200.325 apply only to subcontracts of construction or facility improvement contracts exceeding the Simplified Acquisition Threshold. (Individual Districts may have stricter bonding requirement than required by the USDA, if so a Performance Bond may be required by the District for the RFP).

31. **PREVAILING LAW:** In the event of any conflict or ambiguity between **a)** the Instructions and Information for Bidders, Instructions for Submitting Proposals, General Conditions, Specifications, Contract, or any other document forming a part of this invitation for RFPs, and **b)** state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.
32. **ENERGY POLICY AND CONSERVATION ACT:** Vendor will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.
32. **INDEPENDENT CONTRACTORS:** While providing the items included herein, the Vendor is an independent contractor and not an officer, employee, or agent of the participating school district.
33. **NON-DISCRIMINATION ENDORSEMENT:** Vendor agrees to comply with all applicable Federal and California state anti-discrimination laws and regulations and agrees not to unlawfully discriminate against any prospective or active employee engaged in the work on basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by the law, including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Vendor agrees to require like compliance by all subcontractors employed or any other category protected by the law. Vendor is required to sign the Equal Opportunity Act endorsement included with this Contract.
34. **ASSIGNMENT OF THE AGREEMENT:** No agreement awarded under this proposal shall be assigned without the prior written approval of the participating district.
35. **LIABILITY/COPYRIGHT:** The Bidder shall hold the participating school district, its officers, agents, servants and employees harmless from liability or any nature of kind whatsoever on the account of use by the publisher or author, manufacturer, or agent, or any copyrighted composition, secret process, patented or unpatented invention, or appliance furnished or used under this RFP.
36. **DELIVERY:** All prices shall be quoted FOB destination. Destination shall be the individual school district placing the order. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. Purchase Order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight or the packing of the said articles is to be borne by the Vendor.
37. **RETURNS:** Any denied, damaged or unlabeled containers will be rejected and returned at supplier's expense. Any equipment by the District which, within fourteen (14) days of delivery, is deemed inoperable or damaged shall be returned to the vendor for repair or exchange at the vendor's expense. Transportation/Shipping and all costs associated with delivery of the equipment in this bid shall be included in the purchase price. The District requires that all Bidders state their expected lead times for the equipment to be furnished under this contract.
38. **QUANTITIES:** Quantities shown are estimated usages of the District for the proposal period. The district reserves the right to purchase more or less of the units specified. The District will order in quantities best suited to their needs and storage facilities. Prices proposal shall be firm for the district and shall not increase or include shipping or any additional handling fees for the district's ordering in small quantities.
39. **PROPOSERS DISCLOSURES INFORMATION:** All disclosure, certification and non-collusion forms or affidavits contained in this proposal must be completed and submitted prior to the final award.
40. **PROPOSER CRITERIA FORM:** This must be completed and submitted with the proposal.

41. CERTIFICATIONS:

- a. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.
- b. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:
 - Section 306 of Clean Air Act (42 U.S.C. 1847[h]):
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>
 - Section 508 of the Clean Water Act (33 U.S.C. 1368):
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>
 - Executive Order 11738: <http://www.epa.gov/isdc/eo11738.htm>
 - Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPA's List of Violating Facilities
- c. **Debarment Certification**
The USDA Certification Regarding Debarment must accompany this proposal and each subsequent additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- d. **Lobbying**
The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 CFR Part 3018) must accompany this proposal and each additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- e. **Energy Policy and Conservation Act:** <http://legcounsel.house.gov/Comps/EPCA.pdf>.
the VENDOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.
- f. **Contract Work Hours and Safety Standards Act Compliance:**
<http://www.dol.gov/compliance/laws/comp-cwhssa.htm> . In performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act
- g. **The Certification Regarding the Iran Contracting Act**
- h. **The Certification Regarding Drug Free Workplace**
- i. **The Certification Regarding Alcoholic Beverages and Tobacco Free Workplace**
- j. **The Worker Compensation Certification**
- k. **Clean Air and Water Certification**

INSTRUCTIONS FOR SUBMITTING PROPOSALS

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

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

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

Rialto Unified School District
Child Nutrition
151 S. Cactus Ave. Rialto, CA. 92376

RFP No. RIAN-2025-2026-006 Kitchen Equipment
Submit RFP by February 10, 2026 at 9:00 AM

REQUEST FOR PROPOSAL SIGNATURE PAGE

This Request for Proposal (RFP) is for Kitchen Equipment for Rialto Unified School District Child Nutrition.

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

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

Signed By: _____

Printed Name: _____

Title: _____ Date: _____

Company Name: _____

Mailing Address: _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

E-Mail Address: _____

EVALUATION AND AWARD

TECHNICAL AND PRICE EVALUATION FOR RESPONSIVE VENDORS

To be deemed responsive and qualify for evaluation, a proposal must be timely submitted and materially satisfy all mandatory requirements identified in this RFP. Nonresponsive Proposers will not be evaluated. Proposers with a minimum of 60 points in the Technical Criteria move on to the price determination. Contracts are awarded to the responsive & responsible Proposer, with a minimum of 60 points, and the lowest pricing.

Criteria #	Technical Criteria Description	Weighted Value
1	The reputation of the Proposer and Proposer's good or services a) Reference checks b) Vender Questionnaire c) Reputation	25
2	The quality of the Proposer's goods or services, as applicable a) Product, pack size meets specifications b) Delivery Specifications (Lead Time)	25
3	Unit prices and terms of Equipment and delivery	35
4	The extent that the proposers meet the requirement of a Small Business Minority, Woman, and Disabled Veteran Business Enterprise (M/W/DVBE) criteria. (Certification must be submitted before award of contract.)	15

1. **Customer Service & References:** Vendors should demonstrate their ability to promptly response to request of information, to resolve complaints and issues, and to provide timely and accurate delivery. Bidder's customer service staff should be easily accessible for inquiries or issues. Bidder should be able to provide marketing strategies to assist the District in promoting school meal programs.
2. **Experience and Competence:** Vendors should be able to provide state-of-the-art technology in order to provide services including data collection, customized reports, trend analysis, information sharing, real-time reporting, and complete traceability of product. Bidder should demonstrate substantial and recent experience in providing the products to California public schools. Bidder should provide an efficient supply-chain management system to ensure timely and accurate delivery and flexibility to address changes in needs of the District.
3. **Sustainability:** Vendors should have an integrated operation including evidences that the proposing firm will continue to operate successfully throughout the term of any Contract it accepts. Bidder 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. Bidder should show evidence of an integrated system to ensure social responsibility, for example, to provide economic opportunity for Los Angeles County/Riverside County/San Bernardino County/Inland Empire residents and businesses and stimulate economic development in the local area.

4. **Cost:** Vendors should complete the proposal worksheet thoroughly to ensure transparency of the elements of the cost structure so that it can be easily understood, explained, and audited.

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

Score Card)

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

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

1. **GEOGRAPHIC PREFERENCES:** Rialto Unified School District Child Nutrition may not apply geographic preferences in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by the District in Child Nutrition Program. *See 2 C.F.R. § 200.319.*
2. **CONFLICT OF INTEREST:** No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. *See 2 C.F.R. § 200.318(c)(1).* Rialto Unified School District's officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Rialto Unified School District Child Nutrition and individual members maintain written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
3. **NON-EXCLUSIVITY AND MULTIPLE AWARDS:** Any Contract resulting from this RFP is non-exclusive. Rialto Unified School District Child Nutrition reserves the right to make no awards or award one or more Contracts, in part or in whole, to a single Vendor or to multiple Vendors.
4. **DISQUALIFICATION:** Vendors may be disqualified before or after the District opens proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to the District. Non-Responsive Proposals and deviations/exceptions stipulated in Vendor's response may also result in disqualification.
5. **SMALL BUSINESS AND MINORITY, WOMAN, AND DISABLED VETERAN BUSINESS ENTERPRISE (MWDVBE):** The District in an effort to encourage minority, women and disabled veteran owned businesses enterprises to participate and submit proposals based upon their capacity to perform and be successful, this project may be awarded to more than one Vendor if it is in the best interest of the District to do so. MWDVBE must submit documentation of qualification as outlined in Public Contract Code (PCC) Division 2, Part 1, Chapter 2. **Responsive Bidders.**
 - A) Further information can be found at the following PCC websites
http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=1.&chapter=2.&article=
 - B) Certification for Small Business and Disabled Veteran Business Enterprise Services is located at the following California website
<http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>

6. **AWARD OF CONTRACT:** In accordance with applicable laws, rules, and regulations for public procurement, any award(s) will be made to the Responsible Vendor(s) whose Proposal(s) is/are determined to be the Best Value to the District.
7. **FORMATION OF CONTRACT:** A signed and submitted Proposal constitutes an offer to Contract with the Rialto Unified School District to provide the goods and/or perform the services specified in this RFP, thus eliminating the need for the formal signing of a separate contract. An RFP does not become a contract unless and until it is accepted by the Rialto Unified School District Child Nutrition after the approval by the Rialto Unified School District Board of Trustees. **No Vendor shall obtain any interests or rights in any award until the District issues the Purchase Order in the name of the vendor(s).** Rialto Unified School District Child Nutrition does not sign Vendor contract forms. In the event that Rialto Unified School District Child Nutrition awards a project to Vendor and Vendor request changes to the District's standard Contract form, the District reserves the right to cancel the award and re-award the project to an alternate Vendor.

DELIVERY INFORMATION

DELIVERY INSTRUCTIONS:

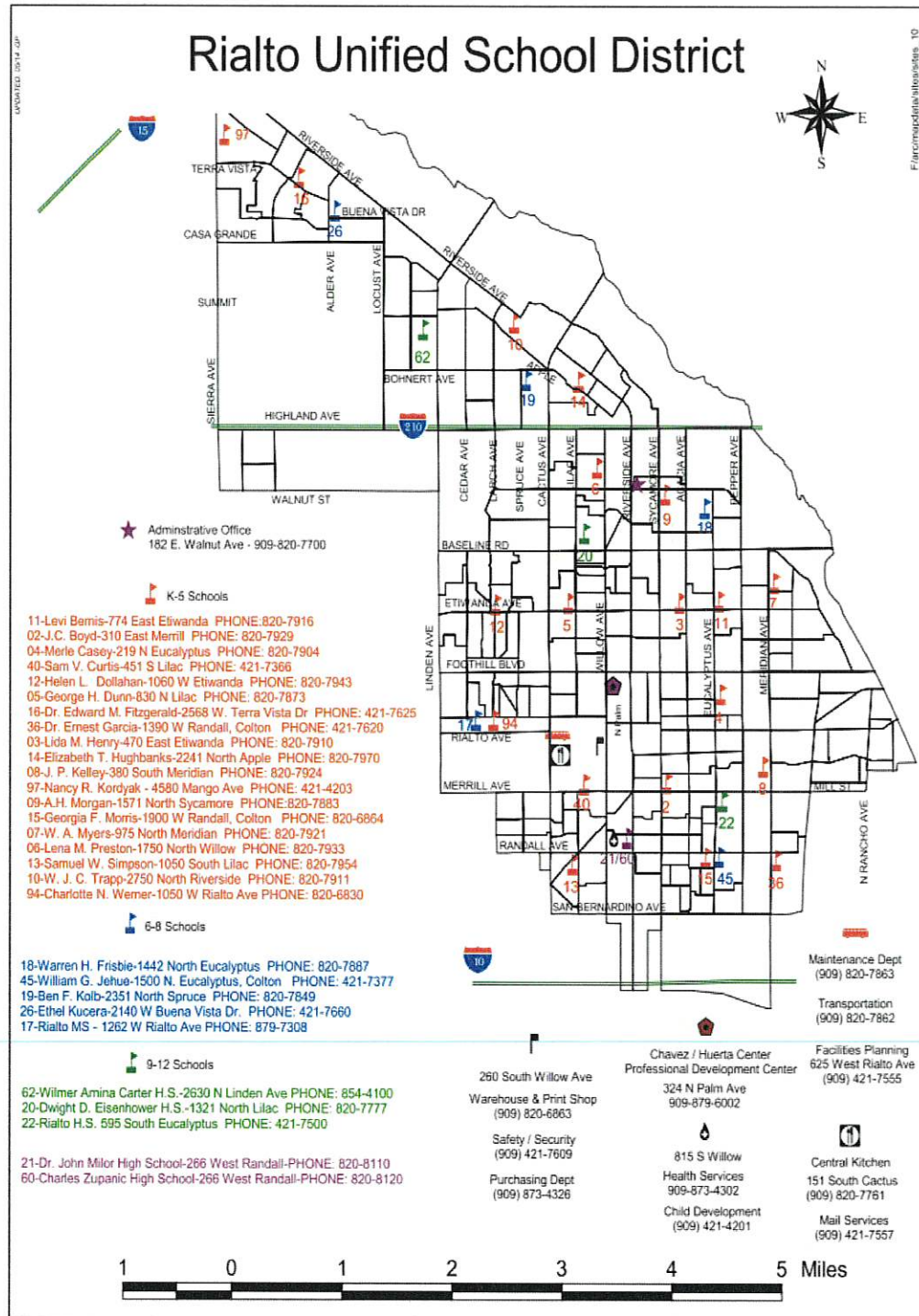
Items ordered under this agreement shall be delivered FOB destination to the Rialto USD Child Nutrition Warehouse located at 151 S. Cactus Ave., Rialto, CA 92376, or to any one of the school sites listed below. All deliveries are to be received between the hours of 6:30am to 2:00pm, Monday through Friday, except for scheduled holidays. A District calendar is available upon request.

All items shall be bid as FOB 151 S. Cactus Ave., Rialto, CA 92376. In the event that we request equipment ordered to be sent directly to the school site, please indicate on your bid that one of the following twenty-nine (29) site locations (site map included) during specified delivery window may also be selected as the delivery address using the same terms. Any proposer who cannot pledge this delivery requirement must make clear with their exceptions to this specification within their bid.

RIALTO UNIFIED SCHOOL DISTRICT DELIVERY SITES (DELIVERIES TO SCHOOL SITES ARE BY APPOINTMENT ONLY)

School Site	Address	
Bemis Elementary	774 E. Etiwanda Ave., Rialto	BY APPOINTMENT ONLY
Boyd Elementary	310 E. Merrill Ave., Rialto	BY APPOINTMENT ONLY
Casey Elementary	219 Eucalyptus Ave., Rialto	BY APPOINTMENT ONLY
Curtis Elementary	451 S. Lilac Ave., Rialto	BY APPOINTMENT ONLY
Dollahan Elementary	1060 W. Etiwanda Ave., Rialto	BY APPOINTMENT ONLY
Dunn Elementary	830 N. Lilac Ave., Rialto	BY APPOINTMENT ONLY
Fitzgerald Elementary	2568 W Terra Vista Dr., Rialto	BY APPOINTMENT ONLY
Garcia Elementary	1390 W. Randall Ave., Colton	BY APPOINTMENT ONLY
Henry Elementary	470 E. Etiwanda Ave., Rialto	BY APPOINTMENT ONLY
Hughbanks Elementary	2241 N. Apple Ave., Rialto	BY APPOINTMENT ONLY
Kelley Elementary	380 S. Meridian Ave., Rialto	BY APPOINTMENT ONLY
Kordyak Elementary	4580 Mango Ave., Fontana	BY APPOINTMENT ONLY
Morgan Elementary	1571 N. Sycamore Ave., Rialto	BY APPOINTMENT ONLY

Morris Elementary	1900 W. Randal Ave., Colton	BY APPOINTMENT ONLY
Myers Elementary	975 N. Meridian Ave., Rialto	BY APPOINTMENT ONLY
Preston Elementary	1750 N. Willow Ave., Rialto	BY APPOINTMENT ONLY
Simpson Elementary	1050 S. Lilac Ave., Rialto	BY APPOINTMENT ONLY
Trapp Elementary	2750 N. Riverside Ave., Rialto	BY APPOINTMENT ONLY
Werner Elementary	1050 W. Rialto Ave., Rialto	BY APPOINTMENT ONLY
Frisbie Middle School	1442 N. Eucalyptus Ave., Rialto	BY APPOINTMENT ONLY
Jehue Middle School	1500 N. Eucalyptus Ave, Colton	BY APPOINTMENT ONLY
Kolb Middle School	2351 N. Spruce Ave., Rialto	BY APPOINTMENT ONLY
Kucera Middle School	2140 W. Buena Vista Dr., Rialto	BY APPOINTMENT ONLY
Rialto Middle School	1262 W. Rialto Ave., Rialto	BY APPOINTMENT ONLY
Carter High School	2630 N. Linden Ave., Rialto	BY APPOINTMENT ONLY
Eisenhower High School	1321 N. Lilac Ave., Rialto	BY APPOINTMENT ONLY
Rialto High School	595 S. Eucalyptus Ave., Rialto	BY APPOINTMENT ONLY
Milor High School	266 W. Randall Ave, Rialto	BY APPOINTMENT ONLY
Central Kitchen	151 S. Cactus Ave., Rialto	6:00 am -10:00 am
Nutrition Services Warehouse	151 S. Cactus Ave., Rialto	6:00 am -10:00 am



VENDOR QUESTIONNAIRE

Please complete this qualifying criteria questionnaire and submit with your proposal (may attach additional sheets if necessary)

1. **How do you plan to work with the District to set up a delivery schedule?**
2. **What is your preferred delivery Method? Do you have your own delivery trucks?**
3. **How many delivery trucks do you have? How many with lift gates?**
4. **Do you have minimums for deliveries? Please Circle YES or NO**
If YES please state your minimum delivery amounts (dollar amount, case quantity, etc.)
5. **What is your procedure in notifying customers on shortages and/or substitutions?**
6. **What is your procedure in notifying customers of a product recall?**
7. **What procedures do you have in place to fill emergency orders?**
8. **How many years has your company been in the food equipment distribution business?**
9. **Has your firm backed out of a distribution contract to a school district(s) mid-year within the last 18 months? If so, please explain.**
10. **Has your firm been replaced at the will of any district(s) during the last 18 months for a lack of execution? If so, please explain.**

Firm Title _____

Signature _____

Phone#: _____

Name (Printed) _____

Fax#: _____

Email Address _____

BID FORMTO THE GOVERNING BOARD OF
RIALTO UNIFIED SCHOOL DISTRICTDATE _____
BIDDER _____

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

RFP No. RIAN-2025-2026-006 KITCHEN EQUIPMENT_____
(Name and Address of Bidder)

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

Addenda No. _____

Date _____

Addenda No. _____

Date _____

Addenda No. _____

Date _____

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

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

The required bid security is hereto attached.

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

The agreement form that the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds that he/she will be required to furnish at the time of execution of the Contract, are included in the contract documents and must be carefully examined by the bidder. Unless otherwise specified in Special Conditions, the performance and payment bonds shall be in the amount of one hundred percent (100%) of the amount of the contract. The surety underwriting limit must be equal to or greater than the amount of the contract. Payment and Performance bonds must be executed by a California admitted surety insurer licensed to do business in California as defined in Code of Civil Procedure, Section 995.010 (et. Seq.). A certificate of Insurance naming the District as

additional insured is also required. All of these documents must be submitted before execution of the contract. **The District will not accept any changes, substitutions, or alterations of any of its documents. This includes but not limited to agreements, general conditions, instructions for bidders, bid bond, performance bond, payment bond, or bid form. Bidders who deviate from this will be disqualified.**

The District at its discretion shall determine the number and the time at which equipment will be delivered and/or which services will be performed. For example, if vendor was awarded 20 sites, the District will inform vendor on a phase-in approach to provide equipment or services for some or all of the sites through the duration of the contract.

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

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

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

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

Name of Bidder _____

Type of Organization _____

Signature _____ Print Name: _____

Title of Signer _____

Address of Bidder _____

Telephone Number _____ Fax Number: _____

If bidder is a corporation, affix corporation seal.

Rialto Unified School District
Child Nutrition
151 S. Cactus Ave.
Rialto, CA 92376

BIDDER REFERENCES AND RESPONSIBILITY INFORMATION

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

RIALTO UNIFIED SCHOOL DISTRICT

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

VENDOR CRITERIA FORM

The RIALTO USD Child Nutrition requires that the successful Vendor meet the following minimum requirements:

- In business for minimum of 5 years.
- Must maintain a warehouse/distribution center no less than 50,000 sq. ft. within a 100-mile radius of the delivery points from the District.
- Have five current school district references.

Please provide five (5) current school district references:

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

Name of Preparer

Title

Signature of Preparer

Date

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

**RIALTO UNIFIED SCHOOL DISTRICT
CHILD NUTRITION
KITCHEN EQUIPMENT**

PROPOSAL FORM

Proposal Number: RFP No. RIAN-2025-2026-006 Kitchen Equipment

Proposal Closing Date: 9:00 AM on Tuesday, February 10, 2026

Proposal Closing Site: Rialto Unified School District, Child Nutrition

- 1) Pursuant to and in compliance with the Notice Inviting Proposals, Information for Vendors, General Conditions, Proposal Form, Addenda, if any, and other documents relating thereto, the undersigned Vendor, having familiarized him/herself with the terms of the proposal and the conditions affecting the performance of the proposal, hereby proposed and agrees to perform, within the time stipulated everything required in this proposal for the amount herein set forth.
- 2) This proposal shall continue to remain in effect after the initial period indicated for as long as all parties remain in agreement for additional purchases.
- 3) Vendor shall complete and have notarized the provided Non-Collusion Declaration and include it with proposal response.

Name of Firm _____

Address of Firm (street, city, state) _____

(Name) _____

(Title) _____

of the Vendor, hereby certify under penalty of perjury in accordance with the laws of the State of California, that all the information submitted by the Vendor, in connection with Proposal No. 15-16-04 , and all the representations herein made, are true and correct.

Executed this _____ day of _____, 2026
at (county).

Signature

() _____
Telephone

Date _____

WITNESS my hand and official seal.

Notary Public in and for said State

NONCOLLUSION DECLARATION
TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL
(Public Contract Code section 7106)
(Amended by Stats. 2011, Ch. 432, Sec. 37. Effective January 1, 2012.)

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal.

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

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

(Signature of Officer)

(Typed Name of Officer)

(Office)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ [date], at _____ [city], _____ [state].

EQUAL OPPORTUNITY EMPLOYMENT

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the _____

_____ (Company)

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

DATE: _____

CONTRACTOR

By: _____
Signature

CERTIFICATION REGARDING LOBBYING

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

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

Submission of this certification is a pre-requisite 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000: RIALTO UNIFIED SCHOOL DISTRICT		Agreement Number: 36-67686-0000000-01
Address of School Food Authority: 151 S. Cactus Ave. Rialto, CA 92376		
Printed Name and Title of Submitting Official:	Signature:	Date:
OR		
Name of Food Service Management or Food Service Consulting Company: (Vendor) _____		
Printed Name and Title: _____	Signature: _____	Date: _____
Name of School Food Authority:	Agreement Number:	

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: ↑ Contract ↑ Grant ↑ Cooperative Agreement ↑ Loan ↑ Loan Guarantee ↑ Loan Insurance	2. Status of Federal Action: ↑ Proposal/offer/application ↑ Initial award ↑ Post-award	Report Type: ↑ Initial filing ↑ Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime _____ Sub-awardee Tier _____, if known Congressional District, if known:		5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10. a Name and Address of Lobbying Entity (if individual, last name, first name, MI):		10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply): \$ _____ actual planned		12. Type of Payment (check all that apply): ☐ Retainer ☐ One-time fee ☐ Commission ☐ Contingent fee ☐ Deferred ☐ Other; specify: _____
13. Form of Payment (check all that apply): ↑ Cash ↑ In-kind; specify: ↑ Nature _____ ↑ Value _____		
14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Federal Use Only:		Signature: _____ Print Name: _____ Title: _____ Telephone No: (_____) _____ Date: _____ Authorized for local reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Sub-awardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Proposal (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$25,000. This form is required each time a proposal for goods/services over \$25,000 is solicited or when renewing/extending an existing contract exceeding \$25,000 per year. (Includes Food Service Management and Food Service Consulting Contracts.)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Company Name

Address

Printed Name

Title

Signature

Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL RESPONSES

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by the 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 participating 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 know that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed, which is normally possess by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

OPTION #1 - CERTIFICATION

I, the official named below, certify that 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-to-case basis, to be eligible for, or to proposal on, submit a proposal for, or enters into or renews, a contract for goods and services.

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

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

CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

I acknowledge that I am aware of the provisions of Government Code sections 8355 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

CONTRACTOR'S NAME: _____

SIGNATURE: _____

DATE: _____

**CONTRACTOR'S CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

DATE: _____

CONTRACTOR'S NAME: _____

SIGNATURE: _____

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

(To be Executed by Vendor and Submitted with Proposal)

Labor Code section 3700 in relevant part provides:

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

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

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

Signature of Authorized Representative

Type Name of Above

Title of Authorized Representative

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

CLEAN AIR AND WATER CERTIFICATION

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

Name of Vendor Company

THE VENDOR AGREES AS FOLLOWS:

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

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

Authorized Representative Signature

Title

Date

FINGERPRINT CLEARANCE CERTIFICATION

Bidder hereby certifies to the District's governing board, under perjury of law, that it has completed the background check requirements of California Education Code Section 45125.1 and that none of its employees that may come in contact with the District's students have been convicted of a violent felony listed in California Penal Code Section 667.5(c) or a serious felony listed in California Penal Code Section 1192.7(c).

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

By _____ (Signature) _____ (Date)

Name _____
(Type or Print)

Title _____

Line #	ITEM DESCRIPTION	MANUFACTURE	ESTIMATED QUANTITY	PRICE QUOTE w/o TAX	TAX	DELIVERY, DISPOSAL OF OLD UNIT, WITH COMPLETE INSTALLATION	TOTAL PRICE
1	Heavy Duty Oven Racks, Roll In - A robust, stainless steel, single end-load roll-in oven rack for double rack ovens, featuring ten slides with 6-inch spacing for 18"x26" pans. These racks are designed for use with the baxter B-Lift carrier. It's built for high volume foodservice with durable construction and smooth surfaces for easy cleaning, with the "W" often indicating it's fully welded for extra strength, like for prison or institutional use.	Baxter BDSRSB-10-W Or Equal	24	\$	\$	\$	\$
2	Heavy Duty Oven Racks, Roll In - Stainless Steel single end load rack for Double Rack Oven is a durable, commercial-grade oven rack designed for high-performance baking and roasting operations. Constructed from high-grade stainless steel, it features 15 slides with 4-inch spacing, optimized for maximum load capacity and stability in busy foodservice environments. These racks are designed for use with the baxter B-Lift carrier. Its single-end loading design facilitates efficient slide-in, slide-out operations within double rack ovens, making it an essential solution for professional kitchens requiring precise organization and workflow efficiency. With the "W" often indicating it's fully welded for extra strength, like for prison or institutional use.	Baxter BDSRSB-15-W Or Equal	24	\$	\$	\$	\$
3	Heavy Duty Oven Racks, Roll In - Stainless steel single end load rack is a specialized foodservice equipment component designed for use with double rack ovens. Engineered from durable stainless steel, this roll-in oven rack features 20 slides with 3-inch spacing, providing a robust solution for high-volume baking and roasting applications. These racks are designed for use with the baxter B-Lift carrier. Its single end load design facilitates efficient loading and unloading, optimizing workflow in commercial kitchen environments. It indicates a high-capacity, commercial-grade construction tailored for demanding food production settings. With the "W" often indicating it's fully welded for extra strength, like for prison or institutional use.	Baxter BDSRSB-20-W Or Equal	40				
4	Direct Steam Oven - a heavy duty, 36-inch, 3 compartment commercial Pressure steamer featuring Direct steam, stainless steel construction and dual pressure capabilities in the top compartment for varied cooking, with independent controls, automatic shut off and NSF certification for efficiency and compliance.	Crown DDA-3 Or Equal	6	\$	\$	\$	\$