

Delano Union School District – Central Food Services Facility
1405 12th Avenue
Delano, CA 93215
Phone (661)721-5075

Request for Bid/Proposal (RFP) 2024-002

Food Services Department (FSD)

Bread

BID RFP 2024-002

Due: July 10, 2023 @ 10:30 A.M.

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1. INVITATION TO RFPs

Notice is hereby given that the Board of Trustees of the Delano Union School District (DUSD), Kern County, California, will receive up to, but not later than 10:30 a.m. on **July 10, 2023**, sealed RFPs for the following Food Services products. Only original signed and sealed bids responsive to this notice and in accordance with the Proposal documents will be considered.

Bread

BID RFP 2024-002

Publication Dates: June 23, 2023
June 30, 2023

2. PRODUCT, DELIVERY SPECIFICATIONS AND PROPOSAL INSTRUCTIONS

- 2.1. Delano Union School District/Joining Districts are requesting RFPs to furnish and deliver bread and bread products during fiscal year 23-24 and in accordance with the RFPs and Contract Document.
- 2.2. The bread items to RFPs are specified and listed in line item order on the "Itemized RFPs Sheets".
- 2.3. Estimated annual usage in cases is listed.
- 2.4. Each item specification is described and a brand name is used as a reference to indicate the quality of the product required. Other equivalent brands may be offered, but food sample is required.
- 2.5. All items require delivery to multiple school sites.
- 2.6. All RFPs to be quoted FOB Destination Prepaid and Allowed. All costs of delivery drayage, freight or packing are to be borne by the Proposer. No additional charges, or fuel surcharges, on invoices will be accepted.
- 2.7. California State Sales Tax (or Use Tax) will be paid by the District and RFPs prices shall not include State and local sales tax. Sales tax shall be in addition to the unit price RFPs.
- 2.8. When RFP, complete all line item fields under "Description" and as applicable under "Units" or "Pounds". Do not enter "as specified".
- 2.9. Indicate line items not RFPs by entering "NB" under "Product Description".
- 2.10. If the item is a Special Order indicate with an X in the column under "Additional Info".
- 2.11. Price and notations must be typed on the "Itemized RFPs Sheets". A paper copy and copy on DVD/CD or flash drive of the itemized Proposal Sheets is required for submittal.
- 2.12. If additional flavors are available please list on the "Additional Flavors" sheet included in the workbook with Itemized Proposal Sheets.

2.13. **All Bread and Bread products shall be delivered as requested to:**

Delano Union School District:

Centralized Food Service Facility, 411 12th Avenue, Delano, CA.

Delano Jt. Union High School District:

Delano High School@ 1331 Cecil Avenue, Delano, CA

Cesar E. Chavez High School @ 800 Browning Road, Delano, CA

Robert F. Kennedy High School@ 1401 Hiatt Avenue, Delano, CA

McFarland Unified School District:

Central Kitchen@505 Mast Avenue, McFarland, CA

Earlimart School District:

Central Kitchen @ 192 S. Church Street, Earlimart, CA.

Richgrove School District:

Central Kitchen@20812 Grove Drive, Richgrove, CA.

Lost Hills School District

Central Kitchen @ 20951 Pavillion Way, Lost Hills, CA.

Deliveries shall be completed before 9:00 a.m. daily in the quantities ordered by the Director of Food Services. A call shall be made to the Facility office if the delivery will be later than 9:00 a.m. on any given day.

- 2.14. All refrigerated foods must be stored between 32 – 40 degrees and must be delivered in a refrigerated vehicle and received at or below 40 degrees.
- 2.15. Frozen foods must be delivered in a vehicle that has a freezer and received in a frozen state. All goods must be delivered in good condition.
- 2.16. Product shelf life shall not be less than fourteen (14) to twenty-one (21) days from date of delivery.
- 2.17. The nutritional analysis and CN or manufacturer's documentation that verifies product's contribution to the School Breakfast and/or Lunch pattern is required for each line item RFPs after the award. The information must contain the following:

| | |
|---------------------------|-----------------|
| Protein | Total Vitamin A |
| Calories | Thiamin - B1 |
| Fat - Totals | Vitamin C |
| Carbohydrates | Calcium |
| Saturated Fat | Iron |
| Cholesterol Dietary Fiber | Sodium |
| Dietary Fiber | |

NUTRITIONAL INFORMATION AND LABELING

In order to accommodate the computerized menu system utilized by the DUSD/Joining Districts, the successful Distributor shall be required to provide a complete nutrient analysis of some products, as requested by the DUSD/Joining Districts. The nutrient information may be obtained from an independent laboratory.

The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg).

ALL PROCESSED FOODS SHALL NOT CONTAIN ANY ARTIFICIAL TRANS FAT.

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Distributor shall notify the DUSD/Joining Districts FSD whenever there is a product/ingredient change in any item provided to the DUSD/Joining Districts FSD. If any product changes occur, new ingredient statements and nutritional information shall be provided to the DUSD/Joining Districts member district's Food Services Department.

- 2.18. The following certifications are required and the form for each shall be executed by vendor and submitted with proposals:
- Debarment and Suspension Certification
 - Non-Collusion Affidavit
 - Iran-Contracting Act
- 2.19. Last day to submit questions **July 5, 2023**.
- 2.20. Proposal and Contract Document questions contact John Chavolla, Director of Food Services 661-721-5075.
- 2.21. Questions regarding product specifications contact John Chavolla, Director of Food Services (661) 721-5075.
- 2.22. Any interpretation or correction of the RFPs documents will be made only by addendum duly issued and a copy of such addendum will be sent to each person receiving a set of the Proposal documents. Acknowledgement of Addenda is required on the RFP Form.

3. DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Note: The only protected classes covered under the Child Nutrition Programs are race, color, national origin, sex, age, or disability.

4. APPLICABLE “BUY AMERICAN” PROVISIONS

Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the “Buy American” provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

Therefore, Distributors offering product and/or products ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased.

- The vendor must provide documentation for exceptions to the Buy American Provision requirement prior to delivering every nondomestic agricultural commodity or product.
- The documented exception will include the following:
 - A description of the nondomestic item
 - A synopsis of what third-party verification (e.g., USDA Agricultural Marketing Service Run a Custom Report web page at <https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice>) was done by the vendor to determine cost and availability
 - Documentation by the vendor outlining the price of both domestic and nondomestic commodities or products or lack of availability to justify the exception
 - The dates that the: (1) vendor informed the DUSD/Joining Districts of the nondomestic commodity or product, (2) DUSD/Joining Districts agreed to accept this food item in advance of delivery, and (3) commodity or product was received by the DUSD/Joining Districts

5. RFPs SUBMITTAL INSTRUCTIONS

- 5.1. All RFPs should be verified prior to submission. The District will not be responsible for errors or omissions of the Proposer in making up these RFPs. Whenever the amount

resulting from the multiplication of the unit price by the total number of units does not equal the RFPs total price, then the unit price shall govern for all purposes.

- 5.2. Cost of preparation and submittal of RFPs is solely the responsibility of the Proposer.
- 5.3. The required RFP documents must show the company name, must be original signature in ink, and signed by a responsible officer or employee fully authorized to bind the organization to the RFPs and Contract.
- 5.4. **The following required RFP documents and items must be completed and submitted in a sealed envelope clearly marked with your company name, return address, Proposal number and title:**



| | |
|--|--|
| • Cover Letter (Note: Provide your own document.) | |
| • RFP Form | |
| • Itemized RFP Sheets – submit paper copy and submit copy on DVD/CD or flash drive | |
| • Debarment and Suspension Certification | |
| • Non-Collusion Affidavit Iran-Contracting Act | |
| • Distributor Questionnaire | |
| • Disclosure of Lobbying Activities | |

Proposals will be sealed and clearly marked with the Proposal Name and Number and received up to, but no later than **10:30 AM, (Monday, July 10,2023)** on the clock designated by the Owner or its representative as the Proposal clock.

Proposals must be received at the following address by the Proposal due date and time:

Proposals shall be received at:
Delano Union School District
1405 12th Avenue
Delano, Ca 93215

Proposals will be opened at the above stated time and place, however, no commitment will be made at that time until all proposals are evaluated for pricing, specifications and other pertinent information. Any nonconforming or incomplete proposals may be rejected. Proposers must comply with the instructions contained in the proposal package. It shall be the full responsibility of all Proposers to insure that proposals are delivered to the above office by the time and date stated. Facsimile (fax) or email copies of the

proposal will not be accepted. The District will not be responsible for late deliveries by U.S. mail or any other means.

Copies of the RFP may be obtained from Delano Union School District Purchasing located at the address above or by calling 661-721-5075.

- 5.5. Any Proposer, by written request, may withdraw their Proposal at any time prior to the scheduled time for opening bids.
- 5.6. Late RFPs will not be accepted and will be returned to Proposer unopened.
- 5.7. Awards will be for blanket open order contracts. Product will be ordered, as needed for delivery to District sites, throughout the year. The District Board of Trustees shall approve or deny award of Proposal following Proposal opening. The estimated date of Proposal award is **(Monday, July 17, 2023)**. Awards will be based upon lowest price, quality, past performance, delivery time, warranties, and vendor cooperation in resolving accounting problems. The District reserves the right to award item by item or lump sum. Award shall be made to the responsive and responsible Proposers who are most economical for the purpose intended according to the specifications and requirements of this bid. The District reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejections or waiver is in the interest of the District.

5.8. PROPOSAL EVALUATION CRITERIA

DUSD/Joining Districts will use the following Criteria to award Proposals

Proposals will be evaluated based on the following criteria to determine if the submitted Distributors RFP is Responsible & Responsive and will be moved onto the Price Evaluation Process. If all items listed on the Required Proposal Document Checklist are not submitted completely, then the RFP will be deemed **not** Responsible & Responsive.

Proposals will be evaluated against the evaluation criteria shown below by Delano Union School District. Each proposal will be scored on a scale of 1 to 100 points, and required a Score of **70** to be deemed Responsible & Responsive.

1. Customer Service & References (35 points)

Proposers should demonstrate their ability to promptly respond to request for information, to resolve complaints and issues, and to provide timely and accurate delivery. Proposer's customer service staff should be easily accessible for inquiries or issues. Proposer should be able to provide marketing strategies to assist the DUSD/Joining Districts in promoting school meal programs.

2. Experience and Competence (35 points)

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

3. Sustainability (30 points)

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

5.9. RFP PRICING SECTION

Proposals RFP Pricing will be evaluated and points added to the above score, only considering Distributors that are deemed Responsible & Responsive. Scale of 1 to 60 points

1. Pricing Worksheet (35 points)

Bidders should complete the proposal worksheet thoroughly and in a manner to ensure transparency of the elements of the cost structure so that it can be easily understood, explained, and audited. Bidders should submit an electronic Excel compatible version of their RFP Pricing Worksheets, on either Flash Drive or CD-ROM.

2. Submitted Pricing for Items on the Pricing Worksheet (15 points)

Bidders that provide pricing for all items on the Pricing Worksheet.

3. Submitted Pricing for Exact Items Listed on the Pricing Worksheet (10 points)

Bidders that provide pricing for all items exactly listed on the Pricing Worksheet if Manufacture and/or Brand is listed as part of the description.

5.10. BID PROTEST (2 cfr, section 200.318[k])

The DUSD/Joining Districts are responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the DUSD of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having

proper jurisdiction.

All solicitations over the Simplified Acquisition Threshold must include bid protest language. The DUSD/Joining Districts accepts a prospective bidder's protest to a bid award if the protesting party believes the award is not in compliance with the law, does not follow bid procedures, or does not meet bid specifications. A protest must be filed with the DUSD/Joining Districts designated point of contact for that bid. Such protests must be made in writing and received by the DUSD/Joining Districts Business Services Office within five working days of bid award date and shall include all documents supporting or justifying the protest. The protesting party must mail or deliver copies of the protest to the DUSD/Joining Districts Business Services Office. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of their right to protest the award of the contract.

6. TERMS AND CONDITIONS

6.1. Contract Documents

The RFPs and Contract Document and Purchase Order shall constitute the contract documents.

The article(s) in this Proposal shall be delivered only after the issuance of a purchase order therefore duly signed by the Superintendent of the District.

6.2. Delivery

Delivery shall be made to site on date and time specified in Purchase Order. Delivery shall not be deemed to be complete until goods have been actually received and accepted as satisfactory by the buyer. Each delivery of goods must be accompanied by a copy of invoice or packing slip. Purchase Order number must appear on all packages, invoices, and packing slips and on all correspondence.

DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS

Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer's products and code numbers as requested by the DUSD/Joining Districts FSD unless prior approval has been received to deliver alternate products. The DUSD/Joining Districts FSD will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case.

If the desired product is absolutely not available for any reason, the DUSD/Joining Districts FSD shall be notified at least 7 days in advance.

And the DUSD/Joining Districts FSD shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the DUSD/Joining Districts. When substitutions do occur,

Distributor shall adjust ordering quantity to meet original orders and provide nutritional statements and ingredient listings of the replacement product.

The Distributor must provide the specified product or an acceptable substitute, as manner, the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the DUSD/Joining Districts FSD for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the DUSD/Joining Districts FSD.

6.3. Samples

Samples of items (when requested) shall be furnished free of expense to the District and if not destroyed by test will be returned when requested at the vendor's expense. Each sample requested shall be labeled with your company name, Proposal number and title, product information, and associated line item number from the itemized Proposal sheet and mailed or delivered to:

Delano Union School District
Attention: Food Service
411 12th Avenue
Delano, Ca 93215

6.4. Term of Contract & Termination for Cause and Convenience

Prices shall be held firm from award of Proposal through June 30, 2024 with option to renew for two (2) additional one-year terms under the same contractual terms and conditions. On each anniversary date of the two (2) additional one-year renewal periods, the Vendor and District will negotiate any increase/decreases on certain items. Increase requests will be substantiated by letters from manufacturer. In all cases the District may cancel the contract if a requested price(s) increase is not acceptable.

If, in the District's judgment, the contractor fails to fulfill the obligations under the contract, then District may terminate the contract with thirty (30) days written notice. The District reserves the right to cancel immediately any contract for any reason determined by the school district to be detrimental to the health and welfare of students and school personnel or that seriously affects the quality of the service and to hold the vendor in default if he has caused such conditions to arise. The District fully reserves the right to cancel this Proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

6.5. Escalation/Price Adjustments

The successful vendor shall agree to negotiate any price change it requests and to supply the District with adequate pertinent documentation from the manufacturer or supplier to support any price change requested. All notifications of price adjustments must be

made in writing by the successful Proposer and received by the District at least thirty (30) days prior to the effective date of the adjustment. The District shall review and analyze all requests for price increases, based upon market conditions, and shall determine whether or not the requested price increase is justified. Vendors should note that no price changes can be effective until the request for the price change, with supporting documentation has been accepted by the District. The decision of the District will be final. Should there be, at any time during the period of deliveries under the contract, a decrease in prices of the commodities herein provided for, a corresponding decrease will be made in the prices on the balance of the deliveries so long as the lower prices are in effect and the successful vendor shall notify the District by letter in event of any such decline in prices.

6.6. Payment Terms/Credit Memos

Accounting will make payment on invoices, which have been signed by the recipient of the delivery only. Terms are Net 30 days from receipt of signed invoice by the Accounting Department. Credit memos must be issued within one week of pick-up of merchandise. Credit memos must reference purchase order and invoice numbers of original order. Credit memos shall be issued on forms easily differentiated from invoices.

6.7. Force Majeure Clause

The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the non-performance is not due to the fault or neglect of the party performing.

6.8. Insurance

The successful vendor only will be required to submit a certificate of insurance naming Delano Union School District and joining districts as additional insured, before commencement of work. Vendor agrees to indemnify, defend, and hold harmless the District, its officers, agents, and employees, from and against any and all claims, demands, action, damages, or judgments, including associated costs of investigation and defense arising from any omission, fault, negligence, or other conduct of vendor in connection with vendor's occupancy, activity upon, use, or in connection with any other aspect of vendor's performance under this agreement. Without limiting the foregoing in any way, vendor shall carry Comprehensive General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

6.9. Workers Compensation Insurance

The successful vendor shall provide Workers' Compensation Insurance coverage to its employees as required by California law and shall submit to the District(s) such certification that the required insurance is in effect before commencement of work.

6.10. Fingerprinting

This Proposal is subject to the provisions of Education Code Section 45125.1 and 45125.2. The successful vendor's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c) and 1192.7c) respectively. Vendor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education code Section 45122.1. Vendor is required to fulfill this requirement at its expense.

6.11. Permits and Licenses

The vendor and all employees or agents shall secure and maintain in force such certificates, licenses and permits as are required for the work and by law, in connection with the furnishing of materials, supplies or services herein listed.

6.12. Prevailing Law

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed, under the Proposal, shall conform to all applicable requirements of local, state, and federal law.

6.13. Patents or Trademarks

The vendor shall hold harmless and fully indemnify said Delano Union School District/joining districts or by any of its' officers or agents from all damages or claims for damages, costs and expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person or persons in consequence of the use by said Delano Union School District/joining districts or by any of its' officers or agents for articles to be supplied under this proposal.

6.14. Attorneys' Fees

In case any litigation is commenced with respect to the Contract, the prevailing party shall be entitled to recover from the other party, in addition to amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorney's fees, incurred by the prevailing party in such litigation, all to be taxed as costs and included in any judgment rendered.

6.15. Liquidated Damages

In case of contract default by the successful Proposer, the Delano Union School District/Joining Districts may procure the articles or services from other sources and may deduct the excess costs from any unpaid balance due the vendor. Liquidated damages shall be based on the following: (1) actual cost to the District above price bid, and (2) actual cost of labor and materials to the District(s) resulting from changing the award from one vendor to another.

6.16. Service Representative

The vendor must provide a representative to respond to all questions regarding orders and billing. Representative must have high expertise in product knowledge and purchasing procedures.

6.17. Backorders

Prior to shipment, the Director or Supervisor of Food Services shall be notified of any backorders.

6.18. Hazard Analysis Critical Control Plan

The successful vendor shall have a written HACCP plan and provide such plan at DUSD FSD/Joining Districts request.

7. DISTRIBUTOR QUESTIONNAIRE

Delano Union School District
Request for Bid/Proposal #2024-002

Please complete this questionnaire and submit with your proposal. Attach additional sheets if needed.

(Evaluation criteria: A = Cost, B = Customer Service & References, C = Experience & Competence, D = Sustainability)

1. Using a landed cost of \$20.00 per case, please fully explain your procedure for calculating the price to the District(s). Indicate what the invoice price to those District(s) would be for this item.

Note: Landed Cost is defined as invoice cost from the manufacturer plus freight if freight is not included with invoice cost. (A)

2. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule for each district. (B)

3. What is the lead time you require for orders that ensures a 99.5% fill rate? Can District(s) order on-line? (B)
4. How will emergency deliveries (deliveries not on a scheduled date) be handled? (B)
5. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (B)
6. What is your procedure for notifying the customer of shortages and/or substitutes? (B)
7. What is your company's "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution? (B)
8. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports? (C)
9. What is the current make up of your delivery vehicle fleet? How do you handle Refrigerated, Frozen, Dry deliveries to the same site? Please describe the care of your vehicle in regards to Sanitation and Cleanliness? (C)

10. How do you handle deliveries that have a loading dock? How do you handle deliveries that do not have a loading dock?
11. Describe your commodity tracking abilities in detail. (C)
12. How do you handle value pass thru commodity costs? (C)
13. Does your company assist school district(s) if a freezer goes down and the district(s) ask for assistance? (C)
14. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? For example in regards to Milk, does your driver assist in the rotating and putting away of products? (B)
15. What is your procedure to bring in new products for District(s)? (C)
16. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability? (D)

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

18. Has your firm provided economic opportunity for the High Desert residents and business? If so, explain. (D)

Firm Title _____ Signature _____

Phone#: _____ Name (Printed) _____

Fax#: _____ E-Mail address _____

8. PROPOSAL FORM

| | |
|--|--|
| Company Name | |
| Proposer's Name | |
| Proposer's Title | |
| Street Address | |
| City/State/ZipCode | |
| Mailing Address | |
| City/State/ZipCode | |
| Phone | |
| Fax | |
| Email | |
| Minimum Dollar Amount for Delivery | \$ |
| <input type="checkbox"/> | Check if no minimum dollar amount for delivery is required. |
| Minimum Case Amount for Delivery | |
| <input type="checkbox"/> | Check if no minimum case amount for delivery is required. |
| <input type="checkbox"/> YES <input type="checkbox"/> NO | Able to provide deliveries to multiple sites? Check YES or NO |
| Acknowledgment of Addenda | <p>Receipt of the following addenda issued during the time of bidding is acknowledged and the information therein contained has been considered in the preparation of this bid.</p> <p>Addendum No. None <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/></p> |

Pursuant to your Invitation to Proposers and in compliance with the Proposal and Contract Document the undersigned hereby proposes and agrees to furnish **Bread Products Proposal No. FS-**

Accordance

Signature of Proposer _____ Date: _____

Delano Union School District

(Copy of Signed Contract will be sent to Awardee)

Name _____

Title _____

Signature _____

Date: _____

8. NON-COLLUSION AFFIDAVIT

(I, _____,
(Type or Printed Name)

being first duly sworn, deposes and says that I am the

_____ of
(Title)

(Company Name)

the party submitting the foregoing Proposal ("the Proposer"). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding.
4. 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract.
5. All statements contained in the Proposal are true.
6. 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 thereof, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20____ at _____
(City, County and State)

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

Signature

Address

Name (printed or typed)

City, County and State

(Area Code) and Telephone Number

9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY 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 offering the proposed covered transaction.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

| | |
|-----------------------------------|--|
| Company Name | |
| Name of Authorized Representative | |
| Title | |
| Signature/Date | |

10. ATTACHMENT I: CERTIFICATION REGARDING LOBBYING

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 any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. 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.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE: _____

(Signature)

(Date)

Approved by OMB

0348-0046

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). 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 item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

11. IRAN CONTRACTING ACT

IRAN CONTRACTING ACT

(Public Contract Code sections 2202-2208)

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

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to propose 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> | |