



March 22, 2023

Mr. David Sapia
Sunrise Produce Company
500 Burning Tree Rd,
Fullerton, CA 92833
dsapia@sunriseproduce.com

25634 Alessandro Blvd.
Moreno Valley, CA 92553
951-571-7500
www.mvusd.net

Subject: Second Renewal of Bid No. 20-21-18 Fresh and Processed Produce

Dear Mr. Sapia,

The Moreno Valley Unified School District, Nutrition Services Department is requesting to renew **Bid No. 20-21-18 Fresh and Processed Produce** for the 23/24 SY, this will be the second and last renewal of the contract. The term of this contract will be 07/01/2023-06/30/2024.

Please accept or reject the extension of the contract. Kindly return this renewal letter signed by authorized representative with updated insurance and business license.

BOARD OF EDUCATION
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President

BRANDY CLARK
Vice President

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Clerk

JESÚS M. HOLSUET
Member

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Member

X

Accept renewal of contract with Moreno Valley Unified School District

Reject the renewal of contract with Moreno Valley Unified School District

SUPERINTENDENT OF SCHOOLS
DR. MARTINEK KEZIORA

EXECUTIVE CABINET
DR. ESPERANZA ANGE
Chief Academic Officer

SUSANA LOPEZ
Chief Business Official

DR. ROBERT VERDI
Chief Human
Resources Officer

Vision Statement
To empower students to
become future ready and
positively impact the world.

Mission Statement
To provide an equitable
education for all students to
be prepared for college
and/or a viable career path
for a successful life.

Signed By: David Sapia
Sunrise Produce Company

President
Title

3/24/23
Date

Signed By: Susana Lopez
Moreno Valley Unified School District

Chief Business Official
Title

5/25/23
Date

Sincerely,

Tanisha Grattan
Director, Purchasing

TG:jn



**MORENO VALLEY
UNIFIED SCHOOL DISTRICT**

PURCHASING
DEPARTMENT

25634 Alessandro Blvd.
Moreno Valley, CA 92553
951-571-7500
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March 8, 2022

Mr. David Sapia
Sunrise Produce Company
500 Burning Tree Rd,
Fullerton, CA 92833
dsapia@sunriseproduce.com

Subject: First Renewal of Bid No. 20-21-18 Fresh and Processed Produce

Dear Mr. Sapia,

The Moreno Valley Unified School District, Nutrition Services Department is requesting to renew Bid No. 20-21-18 Fresh and Processed Produce for the 22/23 SY, this will be the first renewal of the contract. The term of this contract will be 07/01/2022-06/30/2023.

Please accept or reject the extension of the contract. Kindly return this renewal letter signed by authorized representative with updated insurance and business license.

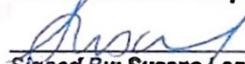
Accept renewal of contract with Moreno Valley Unified School District

Reject the renewal of contract with Moreno Valley Unified School District


Signed By: David Sapia
Sunrise Produce Company

President
Title

3/15/2022
Date


Signed By: Susana Lopez
Moreno Valley Unified School District

Chief Business Official
Title

4/18/22
Date

Sincerely,


Tanisha Grattan
Director, Purchasing

TG:jn

Item Codes	Product List	Pack Size	23/24 SY Pricing	Seasonal Items
4768	APPLE-GRANNY SMITH SLICED	200/2OZ	\$ 62.00	
9203	APPLE-RED (VARIETY)	138CT	\$ 27.05	
2672	APPLE-RED (VARIETY)	163CT	\$ 27.05	
6291	APPLE-RED SLICED	200/2OZ	\$ 62.00	
10338	APPLE-RED SLICED	100/2OZ	\$ 32.00	
2718	BANANA-PETITE GREEN TIP	40LBS	\$ 22.00	
9087	BROCCOLI & CARROT	50/1.79OZ	\$ 27.00	
9313	BROCCOLI-BUDS	50/1.11OZ	\$ 30.50	
6174	BROCCOLI-FLORETS	5LBS	\$ 12.70	
3493	CABBAGE-GREEN 3WAY SHRED 1/8"	5LBS	\$ 6.20	
3482	CABBAGE-GREEN SHRED 1/8"	5LBS	\$ 6.20	
3527	CABBAGE-RED SHREDDED 1/8"	5LBS	\$ 7.20	
13400	CANTALOUPE CHUNKS	50/3OZ	\$ 40.50	
9062	CANTALOUPE-BITES	50/2OZ	\$ 29.00	
9075	CARROT & CELERY STICK	50/2.18OZ	\$ 28.50	
8079	CARROT-BABY PEELED	100/3OZ	\$ 19.32	
4709	CARROT-BABY PEELED SLIMS	5LBS	\$ 5.74	
3572	CARROT-SHREDDED/MATCHSTICK	5LBS	\$ 4.97	
3611	CELERY-DICED1/4"	5LBS	\$ 10.50	
3642	CELERY-STICK 4"	5LBS	\$ 9.38	
9887	CELERY-STICKS	50/3oz	\$ 42.39	
1911	CILANTRO	6EACH	\$ 3.86	
3154	CILANTRO	30CT	\$ 16.01	
1919	CUCUMBER	6EACH	\$ 6.07	
3657	CUCUMBER-COIN 1/4"	5LBS	\$ 15.50	
9132	CUCUMBER-COIN CUT 3/8"	50/2OZ	\$ 21.50	
9404	EDAMAME	50/2OZ	\$ 30.00	
4863	EGGS-HARD BOILED	4/5LBS	\$ 59.00	
4162	GARLIC-MINCED IN WATER	32OZ	\$ 11.59	
6164	GRAPES-RED CELLO WRAP	150/2.25OZ	\$ 63.00	
2745	GRAPES-RED LUNCH BUNCH	18LB	\$ 26.50	Seasonal Item
2746	GRAPES-RED SEEDLESS	18LBS	\$ 29.26	Seasonal Item
9064	HONEYDEW-BITES	50/2OZ	\$ 33.50	
9080	JICAMA-STICKS	50/2.69OZ	\$ 34.90	
2756	KIWI-BULK	19LBS	\$ 34.78	Seasonal Item
3190	LETTUCE-ROMAINE	24CT	\$ 24.29	
3760	LETTUCE-SHREDDED 1/8"	5LBS	\$ 3.86	
3759	LETTUCE-SHREDDED 1/8"	4/5LBS	\$ 18.55	
4368	LETTUCE-SPRING MIX (SWEET)	3LBS	\$ 10.49	
2767	MELON-CANTALOUPE	12CT	\$ 20.42	
2765	MELON-CANTALOUPE BEST BUY	6-15CT	\$ 20.42	
2789	NECTARINE (VARIETY) V/F	25#-CASE	\$ 21.53	Seasonal Item
3840	ONION-GREEN SLICED 1/4"	5LBS	\$ 28.15	
3801	ONION-RED DICED 1/4"	5LBS	\$ 10.49	
3804	ONION-RED JULIENNE 1/8"	5LBS	\$ 10.49	

3809	ONION-RED JULIENNE 3/16"	5LBS	\$	10.49	
3824	ONION-YELLOW DICED 1/4"	5LBS	\$	7.18	
2131	ORANGE-CHOICE	138CT	\$	22.63	
2129	ORANGE-CHOICE NAVEL	113CT	\$	22.63	
9560	ORANGE-WEDGES (1/2 CUP)	50/3oz	\$	35.00	
15453	PASTE-TAHINI	4LBS	\$	21.97	
2811	PEACH (VARIETY) V/F	25#-CASE	\$	21.53	Seasonal Item
6382	PEAR-(VARIETY)	120-135ct	\$	36.00	
2004	PEAS-CHINA (SNOW)	5LBS	\$	20.42	
3894	PEPPER GREEN JULIENNE	1/5LBS	\$	22.63	
3893	PEPPER-GREEN JULIENNE 1/4"	3/5LBS	\$	22.63	
10818	PERSIMMONS SRV 2.OZ	50/2OZ	\$	42.50	Seasonal Item
9296	PINEAPPLE (WEDGES)	50/2.7OZ	\$	47.50	
9068	PINEAPPLE-BITES	50/2OZ	\$	38.50	
10558	PINEAPPLE STICK (FROZEN)	100/2.7OZ	\$	59.00	
9823	PLUM / PLUOT (VARIETY) V/F	25#-CASE	\$	23.74	Seasonal Item
3431	POTATOES-RUSSET	100CT	\$	31.00	
9886	ROMAINE-CHOPPED	2LBS	\$	3.04	
4841	SALAD-2WAY 50/50 1" X 2"	4/5LBS	\$	15.57	
3725	SALAD-2WAY 50/50 1"x2"	5LBS	\$	3.86	
4840	SALAD-3WAY	4/5LBS	\$	15.57	
3786	SALAD-3WAY MIX	5LBS	\$	3.86	
3788	SALAD-4WAY	4/5LBS	\$	16.28	
10613	SNAP PEAS WASH & TRIMMED	50/2OZ	\$	44.50	
4367	SPINACH-BABY	4LBS	\$	12.70	
4589	SQUASH-ZUCCHINI MEDIUM	20LBS	\$	21.53	
2150	TANGERINE BLUEJAY S/L	22LBS	\$	32.57	Seasonal Item
2150	TANGERINE - HALO	10/3LBS	\$	32.57	Seasonal Item
2150	TANGERINE-VARIETY (BALD)	22LBS	\$	27.05	Seasonal Item
4027	TOMATO-DICED 1/4" TRAY	5LBS	\$	16.50	
12398	TOMATOES-GRAPE	3BASKETS	\$	9.38	
2902	TOMATOES-GRAPE (clam shell)	12/1pints	\$	17.66	
2891	TOMATOES-LOOSE BULK XLG 5X6	25LBS	\$	22.63	
9084	TOMATO-GRAPE	50/2.64OZ	\$	41.50	
4029	TOMATO-SLICED 1/4"	5LBS	\$	17.50	
4069	VEG BLEND-HEALTH MIX DICED	5LBS	\$	21.53	
9085	ZUCCHINI-COIN/MOON	50/2OZ	\$	22.63	



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MARIBEL MATTOX
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DR. ROBERT VERDI
*Chief Human
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SUSANA LOPEZ
Chief Business Official

*The mission of Moreno Valley
Unified School District is to
ensure all students graduate
high school prepared to
successfully enter into higher
education and/or pursue a
viable career path*

July 1, 2021

Sunrise Produce Company
Attn: David Sapia
500 Burning Tree Rd.
Fullerton, CA 92833
dsapia@sunriseproduce.com

RE: **Notice of Award of Contract**
Moreno Valley Unified School District
Delivery and Purchase of Fresh and Processed Produce
Bid No: 20-21-18

Mr. Sapia,

Notice is hereby given that Moreno Valley Unified School District has awarded **Bid No: 20-21-18** for the attached unit prices. Before commencing on this contract, it will be necessary for you to complete, sign and deliver to us two (2) originals of each of the following documents enclosed with this notice:

- **Agreement** – initial all pages and sign
- **Insurance Documents and Endorsements**
- **Certificate of Worker's Clearance**

You should send all of those documents to the Purchasing Department, Attention Carmen M. Ochoa within five (5) business days after the date of this letter, since the District will not start sending you Purchase Orders to begin work until we receive those documents from you. Please be sure to obtain all of the necessary insurance required by those documents, and to notify your insurance carriers that copies of all notices and other documentation regarding this project should be sent to the District, Attention Purchasing, at 25634 Alessandro Blvd., Moreno Valley, CA 92553.

If you have questions or need further instructions relative to this project, please contact Carmen M. Ochoa at cmochoa@mvusd.net

Sincerely,

Tanisha Grattan
Purchasing Director

PURCHASE AGREEMENT FORM

THIS AGREEMENT, entered into this 1st day of July, 2021 in the County of Riverside of the State of California, by and between the Moreno Valley Unified School District, hereinafter called the "District", and Sunrise Produce Company, hereinafter called the "Bidder".

WITNESSETH that the District and the Bidder for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Bidder shall furnish all labor, materials, equipment, tools, and perform and complete all work required in connection with the purchase and delivery of **Bid No. 20-21-18 RFP Fresh and Processed Produce** in strict accordance with the Contract Documents enumerated herein below. The Bidder shall be liable to the District for any damages arising as a result of a failure to comply with that obligation.

ARTICLE 2 - TIME OF COMPLETION: Once the Bidder has received a Purchase Order, the Bidder shall deliver and install specified items to the specific locations as set forth on the Purchase Order on a mutually agreed upon date to be set on an order by order basis. This shall be called Contract Time. *Contract to take effect from July 1, 2021 through June 30, 2022.*

ARTICLE 3 - CONTRACT PRICE: The District shall pay to the Bidder as full consideration for the faithful performance of this AGREEMENT, the unit prices stipulated in the bid submitted and attached to the Notice of Award.

ARTICLE 4 - EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of this Purchase Agreement, request any alterations, deviations, additions, or omissions from the Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void this Purchase Agreement, but the cost will be added to or deducted from the amount of the Contract Price, as the case may be, by a fair and reasonable valuation.

ARTICLE 5 - TAXES: The District shall pay the state sales tax and use tax if applicable. The federal excise tax is not applicable, as school districts are exempt therefrom. The District shall furnish the Bidder such tax certificates as may be required by the manufacturer or Bidder. Any applicable tax which may be imposed by any governmental agency prior to delivery of merchandise shall be paid by the District.

ARTICLE 6 - NOTICE OF OBJECTION: Notice is hereby given pursuant to Section 2207 of the Uniform Commercial Code of District's objection to all terms and conditions in addition to and different from these Terms and Conditions contained in any written acceptance or order confirmation which may be issued by Bidder.

ARTICLE 7 - VARIATION BY AGREEMENT: Any of these Terms and Conditions which may conflict with the normal operation of any provision of the Uniform Commercial Code shall constitute a variation by agreement and have precedence.

ARTICLE 8 - DELIVERY: All orders are to be delivered at the unit prices submitted. It shall be the responsibility of the Bidder to trace any merchandise lost in transit, and to seek damages from shipper for any merchandise damaged in transit he deems it in his best interest to do so.

Tailgate Deliveries will not be accepted. When product is ordered, delivered, and set in place, all shipping material shall be removed from site.

ARTICLE 9 - DISTRICT'S INSPECTION: All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Bidder from any obligation to fulfill this Purchase Agreement. Defective items shall be made good by the Bidder, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Bidder shall forthwith remedy such defect in a manner satisfactory to the District.

ARTICLE 10 - REMOVAL OF REJECTED ITEMS: All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Bidder who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

ARTICLE 11 - CASUALTY TO GOODS: Should loss or damage to the goods or any part thereof occur before District takes delivery and possession at the destinations stated in the Scope of Work, Bidder shall, at its option, repair or replace the goods or such part thereof as District demands at the destination at the same price stated in this Purchase Agreement.

ARTICLE 12 - NON-CONFORMING GOODS: From date of receipt and for a period of 30 days thereafter, District shall have the absolute right to reject any and all goods which fail in any respect to strictly conform to the functionality, requirements and intent of this Purchase Agreement and/or approved seller submittals, catalogs and bulletins, which right may be exercised by District at any time during this period regardless of any inspection, taking possession of, and payment for such goods by District, none of which acts shall constitute acceptance of such goods by District. Goods which fail to strictly conform to the functionality, requirements and intent (subject to the exceptions as agreed to) of this Purchase Agreement and approved seller submittals, catalogs and bulletins, may be accepted by District only by writing signed by District expressly stating District's acceptance of such goods. Bidder shall promptly remove all rejected goods at Bidder's sole cost and expense.

ARTICLE 13 - RIGHT TO WITHHOLD AMOUNTS AND MAKE APPLICATION THEREOF: The District may authorize to withhold a sufficient amount or amounts of any payment otherwise due to the Bidder, as in its judgment may be necessary to cover any defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

ARTICLE 14 - TIME OF ESSENCE: Time is of the essence in this Purchase Agreement. All dates and times stated herein by which Bidder shall ship and deliver the goods to District within the Contract Time. Should Bidder fail to so adhere to any such date and time requirement or should District have good and reasonable cause to be insecure as to Bidder's ability to so adhere, and such delay in reasonable progress is caused by Bidder or by those for whom Bidder is legally responsible, then to that extent, District shall have the right to require Bidder, at Bidder's sole cost and expense, to work or cause to be worked overtime or premium time hours and/or to ship the goods by the most expeditious means available as reasonably determined solely by District.

ARTICLE 15 - TERMINATION: District shall have the right to terminate this Purchase Agreement in whole or in part at any time and without cause or for District's convenience by written notice to Bidder, and Bidder shall immediately cease work hereunder on receipt of such notice. If the goods identified in this Purchase Agreement are specially manufactured goods, and provided that Bidder is not in breach of any duty or requirement of this Purchase Agreement, District shall pay Bidder all actual costs of manufacturing all conforming finished goods in Bidder's possession or in shipment and goods in process of manufacture, including reasonable overhead cost as of the date of Bidder's receipt of notice of termination. If the goods are stock goods, rather than specially manufactured goods, and provided Bidder is not in breach of any duty or requirement hereunder, District shall only pay to Bidder its reasonable re-stocking cost(s). In no event shall District pay Bidder or be liable to Bidder for loss of any anticipated profits or consequential or incidental damages.

District may also terminate this Purchase Agreement for cause in the event of a default by Bidder. In such event, District shall not be liable to Bidder for any amounts, and Bidder shall be liable for, and shall hold District harmless from, any damages occasioned by the Bidder's breach or default. If it should be determined that the District has improperly terminated this Purchase Agreement for default, such termination shall be deemed to be for District's convenience.

In case of default by the Bidder, the District may procure the materials and supplies from other sources and may deduct the excess costs from any unpaid balance due the Bidder. The prices so paid shall be considered the prevailing market price at the time such purchase is made. The Bidder selling to the District will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, flood, strikes or acts of God as determined by the District.

ARTICLE 16 - PATENT INDEMNITY: Bidder warrants that it is fully vested with the right to sell and deliver the goods identified in this Purchase Agreement and that neither the sale of the goods nor their use by District or persons in privity with District shall infringe any patent, license or copyright. Bidder shall defend, save harmless and indemnify all entities listed as "District" in the Purchase Agreement and persons in privity with all entities listed as "District" in the Purchase Agreement from any and all claims, demands, judgments, liabilities, costs, fees and expenses, including attorneys' fees, arising out of and in connection with any breach of this warranty and any allegation that the sale and/or use of the goods identified in this Purchase Agreement infringes any patent.

ARTICLE 17 - INDEMNITY: The Bidder agrees to and does hereby indemnify and hold harmless the District and its Board of Trustees, officers, and employees from liability of any nature or kind on account of:

- A) Use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under the Purchase Agreement;
- B) Liability for damages for (1) death or bodily injury to persons, (2) injury to property, (3) design defects or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Bidder or any person, firm or corporation employed by the Bidder upon or in connection with the work called for in the Purchase Agreement

except for liability resulting from the sole negligence, wrongful misconduct or unlawful acts of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and

C) Any injury to or death of persons or damage to property, sustained by any person, firm, or corporation, including the District, arising out of, or in any way connected with the work covered by the Purchase Agreement, whether said injury or damage occurs either on or off District property, except for liability resulting from the sole negligence, wrongful misconduct or unlawful acts of the District, its officers, employees, agents or independent contractors who are directly employed by the District.

D) The Bidder at his own cost, expense, and risk shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the District or the Board, its officers and employees, on any such claim or demand referred to in Paragraphs A), B), C) above and pay or satisfy any judgment that may be rendered against any of them.

ARTICLE 18 – TERM OF AGREEMENT: The minimum contract term is twelve (12) months from the date of this Agreement. Quoted prices must stay in effect for at least one year from the date of this Agreement. The initial term of the Agreement may be extended in the District's sole discretion for two (2) additional one year terms; however, the total term of the Agreement cannot exceed three years from the date of this Agreement in accordance with Education Code section 17596.

ARTICLE 19 - DUTY TO COOPERATE: Bidder shall fully cooperate with District in prosecuting or defending against any claim(s) against or by any third party(ies) the subject matter of which has to do with the goods identified in this Purchase Agreement.

ARTICLE 20 - COMPLIANCE: Bidder shall fully comply with all laws, rules, ordinances and regulations applicable to and affecting the manufacture, sale, shipment and delivery of the goods identified in this Purchase Agreement.

ARTICLE 21 - NO ASSIGNMENT: No assignment by the bidder of any contract to be entered into hereunder or any part thereof, or of funds to be received hereunder by the bidder, will be recognized the District unless such assignment has had the prior approval of the District and the surety (if applicable) has been given due notice of such assignment in writing and consented thereto in writing.

ARTICLE 22 - GOVERNING LAW: This Purchase Agreement shall be governed by the laws of the State of California.

ARTICLE 23 - RIGHTS CUMULATIVE: These Terms and Conditions are not intended and shall not in any way be construed to limit or restrict, the parties' rights and remedies at law and in equity, except as otherwise provided herein. Any failure or forbearance by either party to enforce any of these Terms and Conditions or any of its rights and remedies at law or in equity shall not constitute and shall not be asserted as a waiver or relinquishment of any rights and remedies under this Purchase Agreement, at law and in equity.

ARTICLE 24 - FORCE MAJEURE: In all events, contract dates for performance will be extended an equitable amount of time in the event of Force Majeure events which include for example: acts of God and the public enemy; labor related event including strikes; fires; accidents; or other events which are beyond Bidder's reasonable control.

ARTICLE 25 - CONSEQUENTIAL DAMAGES: In no event will District be liable for any incidental or consequential damages.

ARTICLE 26 - INDEPENDENT CONTRACTOR: The Bidder, while engaged in carrying out the terms and conditions of the purchase agreement, is an independent contractor and not an officer or agent of the District or District's Board.

ARTICLE 27 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Purchase Agreement shall be deemed to be inserted herein, and this Purchase Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Purchase Agreement shall forthwith be physically amended to make such insertion or correction.

ARTICLE 28 - COMPONENT PARTS OF THE CONTRACT: The Purchase Agreement entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Purchase Agreement as if herein set out in full or attached hereto:

- **RFP Documents and any Addenda issued.**

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 29 - PREVAILING WAGES: If applicable, Bidder must comply with California Labor Code section 1720 et seq. and not pay not less than the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract, including holiday and overtime work as well as employer payments for health and welfare, pension, vacation, and similar purposes.

ARTICLE 30 - RECORD AUDIT: In accordance with Government Code section 8546.7, records of both the District and the Bidder shall be subject to examination and audit for a period of five (5) years after final payment.

ARTICLE 31 - NO MODIFICATIONS: This Purchase Agreement may not be amended or modified except in writing signed by District and Bidder

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

Certificate of Workers' Clearance

NOTICE TO ALL BIDDERS AND SUBCONTRACTORS

Subject: Employment Clearance – Department of Justice

Background Clearance is now required for all School District employees and employees of outside contractors before they are permitted on any school site. Changes are a result of California Assembly Bills AB1610, Chapter 588, and AB1612, Chapter 589. **September 30, 1997, was the effective date for this legislation.** The following information is a summary of new legal provisions regarding employment processing of fingerprint cards through the California Department of Justice (CDOJ).

OUTSIDE CONTRACT SERVICES – EMPLOYEES OF ENTITIES/BIDDERS, NEW REQUIREMENTS.


1. Requires California Department of Justice (CDOJ) clearance for employees of defined outside contractors (entity). (AB1610 – EC45125.1a)
2. Requires entity/contractor to not permit its employees to come in contact with pupils until CDOJ clearance is ascertained. (AB1610 – EC45125.1e)
3. Requires entity/contractor to complete all requirements, including CDOJ clearance, prior to execution of contract. (EC45125.1g)
4. An entity/contractor having a contract as specified shall certify in writing to the Governing Board of the School District that none of the contractor's employees who may come in contact with pupils have been convicted of a felon. (EC45125.1f)
5. The entity/contractor shall provide a list of names of its employees who may come in contact with pupils to the Governing Board of the School District. (EC45125.1f)
6. Requires School District to provide relevant lists of entity/contractor employee names to the appropriate schools within its jurisdiction. (EC45125.1f)

The above requirements apply to all bidders and subcontractors providing services to the Moreno Valley Unified School District. All bidders are required by the School District to execute this form and submit it with their bid. All subcontractors are required to execute this form and submit it to the District prior to entering the Project site to start construction.

CERTIFICATE

I/we hereby certify that Loewy Enterprises dba Sunrise Produce Company
(Company Name & Trade)

is in compliance with the above requirements of AB1610 and AB1612. Attached is a list of employees from the company who may come in contact with pupils at any school site. These employees have either not been convicted of a felony, or they have received a certificate of rehabilitation and pardon under the Penal Code. I further certify that all subcontractors I may hire and who may come in contact with pupils comply with AB1610 and AB1612.



(Authorized Signature)

David Sapia
(Print Name of Signer)

Date: 7/16/2021

President
(Title of Signer)

Moreno Valley Unified School District

BIDDER:

Susana Lopez

Chief Business Official

Executive Vice President

Title

Signature

Signature

Dated: _____

David Sapia

Type or Printed Name

President

Title (Authorized Officers or Agents)

Signature _____

(CORPORATE SEAL)



Sunrise Produce Company
David Sapia, President
500 Burning Tree Road
Fullerton, CA 92833
1-800-834-4926 (Office) 1-323-582-5222 (Fax)
www.sunriseproduce.com

Request for Proposal
No. 20-21-18 Fresh & Processed Produce

Moreno Valley Unified School District
13911 Perris Blvd. "S"
Moreno Valley, CA. 92553

May 25, 2021 @ 10am

In 1991, Sunrise Produce Company opened its doors to meet the growing and diverse needs of Southern California clients ranging from Schools, Hospitals, Foodservice and Restaurant operators for premium fresh produce products and specialty distribution. Sunrise is a leading Wholesale Produce distribution company located on the border of Los Angeles and Orange County. Our goal has always been to provide our customers with access to the highest quality fresh produce. We work with the most reputable growers and suppliers in our industry.

Sunrise Produce Company's goal is to provide low food costs for our clients, through the effective and constant management of product quality and price throughout the supply chain.

Sunrise Produce Company is proposing to enter into a partnership with Moreno Valley USD to provide Fresh Produce that will meet your on-going needs. We are looking forward to creating a long-term relationship wherein our combined synergies will encourage healthier nutritional habits by supporting your efforts.

We are committed to operating within the highest ethical standards and management practices. Our dedicated Sunrise team; many of whom have been promoted from within and have been with Sunrise Produce for many years, continually search for ways to improve our service and meet the unique needs of each customer. Our reputation for superior service and product knowledge is reflected in the daily performance of each and every Sunrise Produce team member. From its inception, Sunrise Produce Company has focused on sourcing food products that are quality, nutritious and cost effective.

At Sunrise Produce Company food safety and quality assurance isn't just our initiative, it's our way of life. With our alliance of quality growers and suppliers, our food service customers trust us to provide them top quality produce at the leading market price. Our growers and suppliers must meet specific food safety guidelines for quality assurance and are inspected by an approved third-party auditor.

A meticulous review of our supplier's food safety, recall and traceability and employee training program is also conducted to ensure the safety and satisfaction of our partners. We offer industry-leading technology to seamlessly trace and track product accountability with a full staff of Customer Account Managers readily available. Our dedication to food safety is paramount to the success of Sunrise Produce Company and our customers.

At Sunrise Produce Company, we are committed to procuring only the highest level of quality products, adhering to the highest standards for Food Safety, Sanitation, and Quality Assurance. Sunrise Produce Company operates and follows strict food safety protocols and has an in depth HACCP program. Sunrise Produce Company is **PrimusGFSI Certified**—the highest certification in Food Safety that is accepted worldwide. Sunrise Produce Company follows the guidance of this Global Food Safety Initiative (GFSI) which is industry driven to implement food safety management systems necessary to ensure the safety of your food throughout our supply chain. Our Primus GFSI audit includes: 1. Food Safety Management Systems (FSMS), 2. Good Manufacturing Practices (GMP's) and 3. Hazard Analysis Critical Control Points (HACCP). Sunrise Produce Company implements a comprehensive HACCP Program defining and justifying risk for each ingredient and product. We adhere to the highest HACCP standards and hold third party audit certifications. Our HACCP Plan defines the procedures for maintaining control of potentially hazardous food at the critical control points of food preparation or processing. Our HACCP Plan encompasses all food products that are fresh (whole, cut, Ready To Eat) and raw (when a further process is needed e.g. cooking, sanitizing, etc.). Our HACCP Plan includes:

- Identification of each Critical Control Point (CCP)
- Critical limits for each CCP
- Monitoring procedures for each CCP
- Corrective action that will be taken when there is a loss of control at a CCP

500 Burning Tree Road, Fullerton CA 92833 Phone: 1-(800) 834-4926 Fax: (323) 582-5222

- Verification procedures that will ensure proper monitoring of each CCP
- Written procedures for employee training in HACCP plan procedures
- A list of food service equipment that is used at each CCP

In the first step of our HACCP Plan, food products are received under proper transportation condition. After receiving these products at our warehouse, each load is inspected according to the receiving procedure in place, counted and entered in the system. Once the product is accepted, each load is properly identified and coded according to the traceability program in place. The received products are then stored in coolers, freezers or dry areas depending on the type of product. When orders are placed and ready to be shipped, all the components of the order are properly identified according to the traceability program and prepared according to the current good manufacturing practices program in place. When required the product is repacked according to customer specifications following the good manufacturing practices program in place. The product is then loaded into refrigerated trucks, if required, and the proper departure documentation is sent with the product. A copy of all documentation sent with the product is kept in the facility for traceability and recall purposes.

We have a comprehensive written Food Defense Plan. This program protects the food stored and distributed at Sunrise Produce Company and covers the property and building Sunrise Produce Company leases. This plan also addresses areas of risk while recognizing the need for reasonable access to employees, vendors, suppliers, truck drivers, contractors and visitors. We have guarded facility 24 hours of the day as well as a surveillance video system in place that covers all access and critical areas. Our doors remain locked at all times and are only unlocked with employee security badges. All visitors are required to be checked in at the main entrance before being let into our facility. All visitors must sign a copy of our Good Manufacturing Practices. All employees are required to carry and use their security badges in order to access our facility. All biosecurity measures are covered in our HACCP Plan to define and justify risk for each ingredient and product that we store. Our Food Defense Plan identifies all key areas of the facility and are assessed for risk. Key measures, procedures, and corrective actions are established to ensure the safety of the products and employees. All storage of maintenance equipment and chemicals are stored and locked away in separate areas accessible to only authorized personnel. To ensure the safety of our computers, they are backed by an updated virus and firewall protection software that is only accessible assigned personnel. In the event that trucks must be used for "Less than Full" shipments, these trucks are kept completely secure while in transit. Water quality is ensured through annual and outside 3rd party laboratory testing. Our water supplies are equipped with backflow preventions and come from a municipal supply. Any chemicals used for pest control purposes are not stored in our facility and are ONLY used by a certified pest control technician. All of our employees undergo a criminal background check prior to being hired and the responsibility of every employee is to immediately report to their direct supervisor any observed unusual behavior and/or unrecognized individuals on the premises.

Sunrise Produce Company maintains a 100% Product Recall Program with total traceability that is tested annually. In the event of a product recall. Our Recall Coordinator (either the President or the Quality Control Manager) immediately notifies and assembles the Recall Team. The Recall Team consists of QA Managers, Sales Manager, Customer Service Manager, Purchasing and Controller who assimilate, interpret and organize all information developed by others pertinent to the recall. Food Illness Forms are carefully reviewed by the Recall Team. If warranted, a product market withdrawal, product replacement, or recall is initiated. Once the scope of the recall has been decided, arrangements for recovery and replacement will be made. The quantity of product made and distribution points will be identified. Customers, distributors, and contract warehousing suppliers will be notified immediately in writing by a designate of the recall coordinator of recall action. The letter will consist of the following information: 1. Product description; 2. Use By date and Batch #; 3. How product will be picked up or returned to Sunrise; 4. How product will be replaced to customers so as not to disrupt regular business. An investigation of the incident will be initiated by the Recall Team and appropriate consultants to identify root causes and initiate corrective action. They will identify the onset and decline of the defect, and determine the appropriate scope of the recall (lots and products involved). All products purchased

and stored in our warehouse have a traceability program in place. This is done through several steps. All products are first purchased through a Purchasing Order (PO) # with our computer system, Produce Pro. This computer system also stores all vendors contact information, product descriptions, weights and count sizes. Once products are received, our receiving department inspects and counts products, making sure the PO # and the receiving ticket match. The item and amount is received into the Produce Pro system. Then all incoming boxes or totes are marked with a sticker that has the PO# and the Julian date. Any sales to a customer is tracked by our system, which has all the customer contact information, amount ordered and received. By using our computer system and product labeling we can trace any product received into our warehouse and track it to the individual customer.

Sunrise Produce Company is constantly adding to its capabilities, engaging the very best talent, providing training, education and pursuing the most quality standards. With each new customer requirement, the Company has adapted itself as necessary to accelerate our pace of achievement. Today, we are a respected, trusted partner. Tomorrow we will continue to build on this reputation and record of achievement, maintaining our momentum into the future.

Sunrise Produce Company recognizes the responsibility to our employees, our community and our environment to be socially responsible. We have under-taken many steps to become more environmentally-conscious. We've invested in energy-efficient equipment throughout our facility and are the proud recipients of the Energy Efficiency Award. Our Eco-Friendly programs encompass Energy Conservation, Recycling and Fuel Conservation.

In partnership with PACA (Perishable Agricultural Commodities Act); Sunrise Produce Company abides by the fair trading practices established by PACA; and has a license # 941079 that is "Active". Please visit www.ams.usda.gov/PACA for further information on our good standing with PACA. Sunrise Produce has never been refused or revoked a PACA license.

We certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

Sunrise Produce Company is passionate about every aspect in the wonderful world of child nutrition and we promise to provide your district with overall value and service that meet your needs.

Sincerely,

DAVID SAPIA

David Sapia
President
Sunrise Produce Company

**Purchasing Department
MORENO VALLEY UNIFIED SCHOOL DISTRICT
13911 Perris Blvd., Bldg. "S"
Moreno Valley, California 92553**

**NOTICE CALLING FOR BIDS
RFP NO. 20-21-18 Fresh and Processed Produce**

NOTICE IS HEREBY GIVEN that the Board of Education of the Moreno Valley Unified School District is requesting bids for RFP NO. 20-21-18 Fresh and Processed Produce

All bids must be submitted on forms furnished by the District.

Companies interested in bidding can download appropriate bid documents from the Purchasing Department page on the District website:

https://www.mvUSD.net/apps/pages/index.jsp?uREC_ID=788153&type=d&pREC_ID=2086624

Bids must be delivered in sealed envelopes to the Purchasing Department, at the above address no later than **Tuesday, May 25, 2021, at 10:00 a.m.**

Each envelope must be clearly marked on the front with the bid name, closing time and date, and the bid number: RFP NO. 20-21-18 Fresh and Processed Produce

Requests for Clarification must be submitted by **Monday, May 10, 2021 at 4:00 p.m.** to Jessica Noriega, jnoriega@mvUSD.net, Carmen Ochoa, cmochoa@mvUSD.net, and Tanisha Grattan tgrattan@mvUSD.net.

All bids must be quoted as delivered to the designated site. No additional freight, drayage, or labor charges will be permitted or allowed.

The Board of Education of the Moreno Valley Unified School District reserves the right to accept or reject any and all bids, to waive any irregularities in the bids or bidding, to be sole judge as to the merit, quality and acceptability of materials proposed.

Respondent will take all necessary steps to avoid the appearance of conflict of interest and shall have a duty to disclose to the District prior to entering into an agreement any and all circumstances existing at such time, which pose a potential conflict.

No bidder may withdraw their bid for a period of ninety days (90) after the date set for the opening of bids. Refer to the formal bid documents for additional information, terms and conditions. The complete bid documents and terms and conditions are considered one complete bid component and cannot be altered in anyway.

Moreno Valley Unified School District
Nutrition Services Department
25634 Alessandro Blvd.
Moreno Valley, CA 92553



REQUEST FOR PROPOSAL (RFP)
RFP NO. 20-21-18 Fresh and Processed Produce
Includes procurement and delivery of fresh and processed produce items

All RFPs shall be on forms provided. RFPs received after the specified time will not be accepted and shall be returned to the company, unopened.

RELEASE DATE: April 21, 2021

PUBLICATION DATES: April 21, 2021 and April 28, 2021

REQUEST FOR CLARIFICATION DEADLINE: May 10, 2021 at 4:00 p.m.

RFP DUE: May 25, 2021
TIME: 10:00 a.m.

RFP AWARD: June 29, 2021 *Pending Board Approval

REQUEST FOR PROPOSAL (RFP)
RFP No. 20-21-18 Fresh and Processed Produce
Includes procurement and delivery of fresh and processed produce items

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**Purchasing Department
MORENO VALLEY UNIFIED SCHOOL DISTRICT
13911 Perris Blvd., Bldg. "S"
Moreno Valley, California 92553**

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RFP NO. 20-21-18 Fresh and Processed Produce**

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https://www.mvUSD.net/apps/pages/index.jsp?uREC_ID=788153&type=d&pREC_ID=2086624 ,

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All bids must be quoted as delivered to the designated site. No additional freight, drayage, or labor charges will be permitted or allowed.

The Board of Education of the Moreno Valley Unified School District reserves the right to accept or reject any and all bids, to waive any irregularities in the bids or bidding, to be sole judge as to the merit, quality and acceptability of materials proposed.

Respondent will take all necessary steps to avoid the appearance of conflict of interest and shall have a duty to disclose to the District prior to entering into an agreement any and all circumstances existing at such time, which pose a potential conflict.

No bidder may withdraw their bid for a period of ninety days (90) after the date set for the opening of bids. Refer to the formal bid documents for additional information, terms and conditions. The complete bid documents and terms and conditions are considered one complete bid component and cannot be altered in anyway.

1. GENERAL CONDITIONS AND INSTRUCTIONS:

RFPs are requested for furnishing food products, from July 1, 2021 through June 30, 2022.

This RFP is being issued by Moreno Valley Unified School District. The School District is acting by and through their Governing Board request pricing for procurement and delivery of fresh and processed produce items. MVUSD will be referred to as DISTRICT in this RFP.

The following table provides a synopsis of the DISTRICT business. Attached you will find district maps and addresses. The awarded vendor will be provided with delivery sites; manager's name, telephone number, email and fax number.

SCHOOL	NO. OF SITES	DELIVERY TIMES	DELIVERY DAYS	ACCEPTS NIGHT DELIVERY	KEY PROVIDED
6 - Middle Schools 4 - High Schools 1 -Central Kitchen	11	6:00 am to 10:00 am	Monday, Wednesday & Friday	No *CK Emergencies ONLY	No

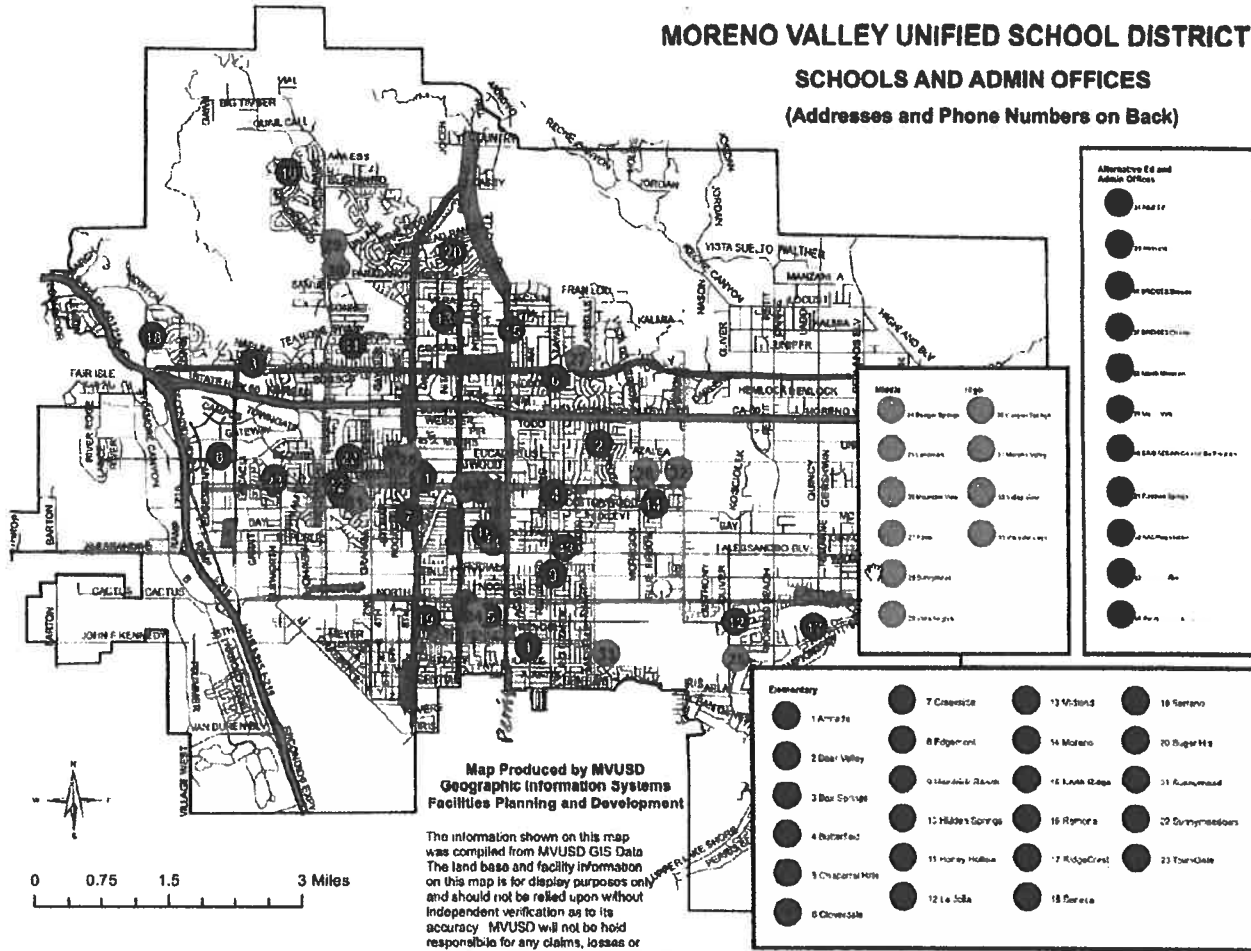
CENTRAL KITCHEN: 24861 BAY AVENUE, MORENO VALLEY, CA 92553

***Night deliveries may be accepted during emergency situations such as fire, floods, etc.
The DISTRICT will determine what qualifies as an emergency event.**

MORENO VALLEY UNIFIED SCHOOL DISTRICT

SCHOOLS AND ADMIN OFFICES

(Addresses and Phone Numbers on Back)



MORENO VALLEY UNIFIED SCHOOL DISTRICT 2020-21 SCHOOL LISTING

MIDDLE SCHOOLS	HIGH SCHOOLS	SPECIALIZED
BADGER SPRINGS #236 24750 Delphinium Ave., 92553 571-4200 (20000) Ruby Mejico, Principal Temika Morris, Asst. Principal LaTarya Carter, Asst. Principal Lynnsey Huntsman, AAIAC Brenda Prieto, Secretary badgersprings@mvusd.net Fax # 571-4205 8:55 a.m. - 3:30 p.m.	CANYON SPRINGS #301 23100 Cougar Canyon Dr., 92557 571-4760 (31000) Tamara Kerr, Principal Christine Benton, Asst. Principal Sean Roberson, Asst. Principal Erica Malendrez, Asst. Principal Molly Macaulley, AAIAC Sally Seja, Secretary canyonsprings@mvusd.net Fax # 571-4765 7:00 a.m. - 3:10 p.m.	ADULT EDUCATION (18+) #401 13350 Indian St., 92553 571-4790 (64800) Dr. Patricia Bazanos, Principal Maria Lupercio, Secretary mvadult@mvusd.net Fax # 571-4795
LANDMARK #241 15281 Legendary Dr., 92555 571-4220 (21000) Rafael Garcia, Principal Stephanie Williams-Meyrant, Asst. Principal Iesha Smith, Asst. Principal Diana Cobian, AAIAC Raiza Guillen, Secretary landmark@mvusd.net Fax # 571-4225 8:50 a.m. - 2:55 p.m.	MORENO VALLEY #302 23300 Cottonwood Ave., 92553 571-4820 (33000) LaToysa Brown, Principal Adrian Olguin, Asst. Principal Dr. Patrice Harris, Asst. Principal Vacancy, Asst. Principal Lizette Nava, Asst. Principal Marisa Brough, AAIAC Amelia Juarez, Secretary morenovalley@mvusd.net Fax # 571-4825 6:58 a.m. - 3:11 p.m.	MARCH MOUNTAIN 24551 Dracaea Ave., 92553 571-4800 (32000) Steve Quintero, Principal Tamra Handysides, Asst. Principal (.5) Martha Alvarez, Secretary marchmt@mvusd.net Fax # 571-4805 8:00 a.m. - 3:00 p.m.
MOUNTAIN VIEW #234 13130 Morrison St., 92555 571-4240 (22000) Jon Black, Principal Marissa Smith, Asst. Principal Amanda Fernandez, Asst. Principal Nancy Pano-Ramirez, Secretary mview@mvusd.net Fax # 571-4245 8:15 a.m. - 2:55 p.m.	VALLEY VIEW #303 13135 Nason St., 92555 571-4850 (34000) Karen Johnson, Principal Omar Marquez, Asst. Principal Christopher Hooper, Asst. Principal Maria Rivas, Asst. Principal Christopher Gilliat, Asst. Principal Stacey Lerma, AAIAC Jose Gomez, Asst. Principal Janet Willard, Secretary valleyview@mvusd.net Fax # 571-4855 8:58 a.m. - 3:04 p.m.	ALESSANDRO SCHOOL #208 Special Education (K-12) 23311 Dracaea Ave., 92553 571-4610 (41000) Vivian Cheng, Principal Virginia Condit, Secretary Fax # 571-4515 TK/K 8:00 a.m. - 11:40 a.m. 1-5 8:00 a.m. - 2:00 p.m. 6-8 7:00 a.m. - 1:00 p.m. 9-12 7:00 a.m. - 1:55 p.m.
PALM #242 11900 Stinson Ave., 92557 571-4280 (23000) Dr. Mallorie Harris, Principal Vacancy, Asst. Principal Akinlana Osonduogwuoke, AP Berenice Powell, Secretary palm@mvusd.net Fax # 571-4265 7:58 a.m. - 2:36 p.m.	VISTA DEL LAGO #304 15150 Lasselle St., 92551 571-4890 (38000) Erik Swanson, Principal Anthony Rice, Asst. Principal Kim Kruger, Asst. Principal Dana Dunams, Asst. Principal Angela Wolf, AAIAC Irene Ibarra, Secretary vdelago@mvusd.net Fax # 571-4895 7:00 a.m. - 3:04 p.m.	MARCH VALLEY SCHOOL 24551 Dracaea Ave., 92553 571-4800 (32000) Steve Quintero, Principal Tamra Handysides, Asst. Principal (.5) Martha Alvarez, Secretary mvac@mvusd.net Fax # 571-4805 8:00 a.m. - 2:05 p.m.
SUNNYMEAD #238 23996 Eucalyptus Ave., 92553 571-4280 (24000) Joseph Ochoa, Principal Vladmira Chavez, Asst. Principal Marsha Bradley, Asst. Principal Antoinette Saldana, Asst. Principal Kenneth Carson, AAIAC Debbie Cancino, Secretary sunnymeadmid@mvusd.net Fax # 571-4285 8:55 a.m. - 3:30 p.m.	VALLEY VIEW #403 BAYSIDE COM. DAY CHARTER SCHOOL @Bridges Learning Center 24501 Cactus Ave., 92553 Bayside 571-7890 (39000) Charter 571-7890 (39000) Philip Peoples, Principal Theodore Brown III, Asst. Principal (.5) Rosemary Zapp, Secretary rvdc@mvusd.net Fax # 571-7891 8:00 a.m. - 2:55 p.m.	RAINBOW SPRINGS Early Intervention Prog./ELPA 23990 Eucalyptus Ave., 92553 571-4710 (64300) Andrea Aragon, Principal Claudia Gomez-Silva, Secretary rainbow@mvusd.net Fax # 571-4715 A.M. Program 9:00 a.m. - 11:30 a.m. P.M. Program 12:30 p.m. - 3:00 p.m.
VISTA HEIGHTS #227 23049 Old Lake Dr., 92557 571-4300 (25000) Mark Hesson, Principal Vacancy, Asst. Principal Rosario Grajeda, Asst. Principal Hilary Reynolds, AAIAC Jamie Johnson, Secretary vistahgts@mvusd.net Fax # 571-4305 8:30 a.m. - 3:00 p.m.	MORENO VALLEY #407 Online Academy/GO/SP @ Bridges Learning Center 24521 Cactus Ave., 92553 571-4970 (39000) Philip Peoples, Principal Theodore Brown III, Asst. Principal (.5) Rosemary Zapp, Secretary Fax # 571-4875	HEADSTART/PRESCHOOL 25201 John F. Kennedy Dr., 92551 571-4716 (40168) Jennifer Adcock, Principal Elena Rico, Secretary erico@mvusd.net Fax # 571-4717

Revised 4/7/2021

- A. The DISTRICT reserves the right to purchase more or less of the units specified.
- B. Proposals: RFPs shall be written in ink or type written. Send to Moreno Valley Unified School District, Purchasing, 13911 Perris Blvd, Bldg. "S" Moreno Valley, CA 92553. Proposals are to be verified before submission, as they cannot be corrected after RFPs are opened. RFP opening will be non-public. The signatures of all persons signing shall be in longhand. 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.
- C. **Pricing shall be entered into Table 1 and submitted with proposal on a data storage device in excel format. Electronic storage devices will not be returned.**
- D. Addenda or Bulletins: Any addenda or bulletins issued by the DISTRICT during the time of RFP processing to the Vendor for the preparation of this RFP shall be covered in the RFP and shall be made part of the contract. Addenda or Bulletins will be posted on Moreno Valley Unified School District's website with the original RFP.
- E. Withdrawal of RFPs Prior to due date: Any Vendor may withdraw his RFP, either personally or by a written request, at any time prior to the scheduled due date.
- F. Withdrawal of RFPs after due date: A Vendor may not withdraw his RFP for a period of sixty (60) days after the due date.
- G. Interpretation of Documents: If any person contemplating submitting a RFP for the proposed contract is in doubt as to the true nature of any part of the RFP documents or finds discrepancies, in or omissions from, he/she may submit to jnoriega@mvusd.net, cmochoa@mvusd.net, and tgrattan@mvusd.net a written request for an interpretation or correction hereof. Requests must be received by May 10, 2021 at 4:00 p.m.. Any interpretation or addendum duly issued by the Purchasing Department be posted on the Moreno Valley Unified School District's website with the original RFP. The DISTRICT will not be responsible for any other explanation or interpretation of the RFP documents.
- H. Award or Rejection of RFPs: The award of the contract, if made by the DISTRICT, will be to the lowest responsive and responsible Vendor. Product quality, student acceptability of product and dependable service will be main factors in the determination of this award. It must be clearly evident that a Vendor is capable of promptly delivering all items on the RFP list. A Vendor's past delivery and performance practices relating to any previous and existing contracts will be examined. Vendors who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible Vendor, disqualifying the Vendor for contract award. This RFP will be awarded to one vendor. The DISTRICT shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the DISTRICT. The DISTRICT reserves the right in its absolute discretion to accept RFPs as deemed necessary for the best interest of the Nutrition Services Department. The DISTRICT may take into account the performance of the Vendor with

respect to any recent contract(s) with the DISTRICT and other school districts. The Governing Board of the DISTRICT, reserves the right to reject any one or all RFPs, to waive any informalities in the RFPs or in the process, to judge the merit and qualifications of the materials, equipment, and services offered, and to accept whatever RFP is deemed to be the lowest responsible RFP MEETING ALL THE CRITERIA SPECIFIED IN THE RFP. All Vendors will be notified in writing of the award.

2. TERM OF AGREEMENT:

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

3. CONTRACT RENEWALS:

If mutually agreeable, the DISTRICT reserves the right to renew the contract for a period of two (2) successive years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the DISTRICT. Such renewal will be made by notifying the Vendor in writing, thirty (30) days prior to the expiration of the contract.

4. PRICING:

- A. Pricing for items listed is to be firm for the period of July 1, 2021 through June 30, 2022.
- B. All proposals must be quoted as delivered to the designated sites. No additional freight, labor or fuel surcharges will be permitted or allowed.
- C. Prices must be listed for the pack size as listed on the items list.
- D. In the event of severe market changes, a price escalation may be requested to the DISTRICT No later than fifteen (15) days prior to the price change. Any request for escalation in price shall be in writing, and include written proof of cost increases or other justification supporting the request for the escalation. Justification must be based on documents approved by the DISTRICT. The DISTRICT reserves the right to cancel any contract if price escalation is unacceptable, and to solicit other Vendors for any part or portion of the RFP.
- E. Geographic preference: the DISTRICT reserves the right to purchase up to 15% of their produce from local farmers. The DISTRICT has the discretion to determine the local area to which the geographic preference option will be applied.

5. QUANTITIES:

The DISTRICT DOES NOT GUARANTEE THAT ALL ITEMS OR QUANTITIES SHOWN ON THIS BID WILL BE PURCHASED. Any quantities specified in this bid are estimates only. Quantities are subject to change in order to meet the needs of the District as well as individual school needs. No minimum order requirements may be imposed or will be allowed. All prices quoted must be firm for not less than one year from award of bid.

The DISTRICT shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

- 6. "PIGGYBACK" CLAUSE:** For the term of the Contract and any mutually agreed extensions pursuant to this proposal, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (community colleges) of the Public Contracts Code.

The MORENO VALLEY UNIFIED SCHOOL DISTRICT waives its right to require such other districts and offices to draw their warrants in favor of the district as provided in said Code Sections.

Any school district and the awarded Proposer (s) engaged in the execution of orders under this Proposal, acting in accordance with Public Contracts Code, section 20118, shall not be construed as an officer, agent or employee of District and shall indemnify and hold harmless its officers, agents and employees from any and all liabilities resulting from the use of this Proposal.

7. PREPARATION OF RFP:

- A. The RFP must be signed in the name of the company and be in longhand of the person authorized to sign the RFP.
- B. Prices must be in ink or typewritten. No pencil figures permitted.
- C. Erasures or Alterations: All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the RFP. Any change of the printed portion of the RFP form itself constitutes alteration and is cause for immediate rejection of the RFP.

8. SANITATION PRODUCT QUALITY:

All products shall be produced and handled in accordance with the best sanitary practices. Employees, equipment, and plant shall meet state and county health department requirements to assure clean, sound, and sanitary products. A copy of the Vendor's Food Safety Plan and Health inspection reports are required. Third party inspection of the facility is recommended.

Food Products shall be handled on Vendor's premises under such controlled temperatures and conditions as are required by state and local statutes and regulations. The DISTRICT shall have the right to inspect Vendor's premises without prior notice, it being agreed that the Vendor's full compliance with all legal requirements is of the essence of this Agreement and that the Vendor's failure to abide by such legal requirements shall result in the termination of the Agreement. Moreover, the Vendor agrees to immediately inform the DISTRICT in writing of the result so any inspection of its premises and food preparation locations by governmental inspectors or others which resulted in other than an "A" rating and of any claim by any party that food products of any nature provided by the Vendor resulted in sickness, death or other injury to the claiming party.

9. PRODUCT QUALITY:

The Vendor agrees to present Food Products purchased by the DISTRICT in an appealing and appropriate manner. Vendor shall be responsible for quality control with respect to the Food Product to assure consistent quality of Food Products served to individual consumers. In connection therewith, the Vendor shall comply with the regulations established in Section 113700 *et seq.* of the California Health and Safety Code. Cold food must be delivered at 41° degrees or less upon delivery. The DISTRICT shall have the right to reject any or all food products furnished to the DISTRICT which in its opinion do not meet standards of quality and/or proper temperature.

If it becomes necessary during the term of this contract to test any food product for ingredient content, wholesomeness, food borne bacteria, contamination or other cause, the Vendor will be responsible for any cost incurred by the DISTRICT for this. The cost will be deducted from the balance in accounts payable due to the Vendor.

All products must follow the specifications as indicated. All products must be fresh and U.S. Grade 1 or better unless otherwise specified. All processed vegetables should be sealed in airtight plastic bags. In the event of off flavor, damage, or otherwise unusable product, provisions must be made for pick up, exchange, and issuance of proper credit.

10. PRODUCT FORMULATION REQUIREMENTS:

Required Documents for each Product:

- A. In order to accommodate the computerized menu system utilized by the Nutrition Services Department, the successful bidder shall be required to provide, electronically, a complete nutritional analysis of all processed products including Nutrition Fact Label and/or Product Formulation Statements. USDA Food Fact Sheets are acceptable for unprocessed produce.

- B. Nutrition Facts Panel. Required nutritional information: weight of product, total calories, total fat, saturated fat, trans-fat, cholesterol, protein, carbohydrates, calcium, iron, fiber, vitamin A, vitamin C, sodium.
- C. All processed foods should not contain artificial trans fats.
- D. 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.
- E. In order to meet the fruit and vegetable requirements whole fruit and vegetables and processed packaged fruit and vegetables must meet the ½-cup requirement.
- F. Contractor shall notify Nutrition Services whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Nutrition Services Department.

11. **CODING:** The date of production must be clearly stamped on each case or unit.

12. **PACK:** If a pack is other than stated on the proposal, Vendor shall specify pack.

13. **PRODUCT SUBSTITUTIONS:**

The DISTRICT will not allow substitutions without prior approval. In the event contractor is Unable to deliver an item as specified in this contract, notification of shortage must be made by electronic mail or verbally via telephone at least 72 hours prior to scheduled delivery to the Nutrition Services Department. An equal or better substitute product must immediately be made available to the DISTRICT for approval and subsequent distribution to the cafeterias, at no additional charge to the DISTRICT for product, freight, or redelivery. When substitutions do occur, Contractor shall provide nutritional statements, ingredient listings and the product formulation statement of the replacement product to the Nutrition Services Department.

14. **PLACEMENT OF ORDERS & LEAD TIME:**

Orders shall be issued directly to the vendor commencing from proposal award (July 1, 2021 through June 30, 2022). Vendor shall issue order confirmations via email immediately following placement of order. Order confirmations must include order number, delivery date, ordered by, ordered date, purchase order #, billing address, shipping address, item #(s), item description, items price, quantity ordered and total amount. Lead time procedures will be mutually agreed upon between vendor and the DISTRICT.

15. DELIVERY:

- A. Successful Vendor agrees to make deliveries, as requested by the DISTRICT Nutrition Services Department. All prices offered by the proposers must include onsite off loading and inside delivery.
- B. Vendor agrees to furnish and deliver at all times during the period of the contract, upon request of the Director of Nutrition Services or his/her designee, the items which may be awarded to the Vendor, in such amounts and quantities as ordered and within the specified delivery schedule.
- C. All products are to be delivered in refrigerated trucks and placed in a refrigerator, freezer or dry storage areas.
- D. The maximum speed limit for any vehicle on school campuses is 10 MPH. The Vendor will ensure that all employees are informed of this limit before entering a school campus. Employees of the Vendor who are found to exceed this limit may be banned from school property. Delivery vehicles shall be of size to safely navigate delivery area and not require loading docks for delivery.
- E. All costs for delivery, drayage, or freight, or the packing of said articles are to be borne by the proposer.
- F. Credit will be required on unused products delivered with less than seven (7) days to expiration.
- G. A legible delivery receipt signed by the Nutrition Services personnel must accompany each delivery.

16. PRODUCT SAMPLES:

- A. Product samples may be requested by the DISTRICT and must be provided at no cost to the DISTRICT. Samples must be the exact item that the Vendor proposes to furnish and in the same packaging in which they will be delivered if the Vendor is awarded the contract. Samples will be used in testing and will not be returned.
- B. Samples will be taste tested for freshness and quality. Poor quality samples will be considered as a failure to meet RFP specifications (including production formulation).
- C. Failure to submit samples on the date and time requested will invalidate the RFP.

17. ACCOUNTING:

Invoices shall be furnished in triplicate and include purchase order number, delivery site, item number, item description, quantity, unit size, and unit price. One copy is to be kept by the distributor.

- A. The original invoice must be signed by the individual receiving the merchandise and is to be left for the cafeteria manager along with a copy. An invoice signed by the cafeteria manager or designee is required in order for the invoice to be processed for payment.
- B. Statements for all goods purchased within a calendar month shall be on an individual school basis.
- C. Statements shall be submitted no later than the fifth day following the close of each calendar month.
- D. Statements shall be addressed to the DISTRICT Nutrition Services Department.
- E. The DISTRICT will pay for goods on a monthly basis. The DISTRICT agrees to pay all such monthly summary invoices (less any credits to which it may be entitled) within thirty (30) calendar days of receipt of each monthly statement provided. Should the payment date fall on an official holiday observed by the State of California or on a weekend, the payment shall be due on the next business day after such holiday or weekend. DISTRICT will not be charged a late fee.

18. PRODUCT RECALLS:

- A. The Contractor shall bear all costs incurred by the DISTRICT resulting from product recall, including, but not limited to, any costs initially incurred for storage and transportation; pickup, transportation and storage of recalled product; and price differential for replacement product, if necessary, as determined by the DISTRICT. Payment for all costs directly related to product recall shall be made within 30 days of submission of invoice by the DISTRICT.

19. WEIGHTED FACTORS:

The vendor should:

- A. Have been in the produce business or provided delivery of produce to schools for not less than one (3) years prior with satisfactory quality and service.
- B. Have refrigerated truck(s) and must be able to provide delivery to all district locations assigned at a time convenient to the district, as noted in the RFP package. This is to include special deliveries when required.
- C. Past performance will be evaluated and could subject an RFP to be rejected.

A Vendor that is awarded the DISTRICT business for the first time will be on trial during the first year. The awarding of any additional business or the continuation of the trial arrangement will depend upon the evaluation of the first years' service.

20. TERMINATION:

- A. Failure on the part of the successful Vendor to meet contract requirements shall be cause for cancellation. Either party may cancel the contract upon a thirty (30) days written notice to the other party.
- B. The DISTRICT reserves the right to terminate the contract at any time for due cause which shall include such reasons as unsatisfactory service, unsatisfactory product; or upon annual review of weighted factors, performance of service and/or provision of quality product.
- C. The DISTRICT shall hold the successful Vendor liable and responsible for all damages which may be sustained because of failure to comply with any conditions herein. If the successful Vendor fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the DISTRICT may purchase the items herein specified elsewhere, without notice to the successful Vendor. Additional costs accrued by the DISTRICT through this purchase may be deducted from unpaid invoices or must be paid to the DISTRICT by the successful Vendor. Prices paid by the DISTRICT shall be considered the prevailing market price at the time such purchase is made.

21. DISTRICT INSPECTION:

All items shall be subject to inspection. Inspection of the items shall not relieve the successful Vendor from any obligation to fulfill the contract. Defective items shall be made good by the successful Vendor, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the DISTRICT and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the successful Vendor shall immediately remedy such defect in a manner satisfactory to the DISTRICT.

22. PRICING DISCREPANCY:

Should successful Vendor overcharge the DISTRICT for any item, successful Vendor agrees to immediately reimburse the DISTRICT the full amount of the overcharge.

23. EQUAL EMPLOYMENT OPPORTUNITY:

In connection with the execution of the contract, successful Vendor shall not discriminate against any employee or application for employment because of race, religion, color, sex or national origin. The Vendor shall take affirmative actions to insure that applicants are employed, and that

employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

24. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

Each party agrees to indemnify, defend and hold harmless the other party and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from or based upon any negligent or wrongful, errors or omissions committed solely by the other party and its authorized officers, employees, agents and volunteers related to the performance under this Agreement, hereunder and for any costs or expenses incurred by the other party on account of any claim therefore, except where such indemnification is prohibited by law.

INSURANCE:

Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the Agreement the following types of insurance with limits as shown.

Workers' Compensation (According to Labor Code Section 3700) – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$150,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the District's Risk Manager will waive the requirements for Workers' Compensation coverage.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the District's Risk Manager determines that there is no reasonable priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired and on-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

ADDITIONAL NAMED INSURED:

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the District and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

POLICIES PRIMARY AND NON-CONTRIBUTORY

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the District.

PROOF OF COVERAGE:

The vendor shall immediately furnish certificates of insurance to the District Purchasing Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Vendor shall furnish certified copies of the policies and all endorsements.

25. HOLD-HARMLESS:

The vendor shall save, defend, hold harmless and indemnify the District against any and all liability, claim and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and sub Bidder, or any employee, agent or representative of vendor and/or sub Bidder.

26. ASSIGNMENT OF CONTRACT:

The successful Vendor shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this RFP form, any rights accruing there under, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of DISTRICT's Governing Board. Notice is hereby given that the DISTRICT will not honor any

assignment made by the successful Vendor unless the consent in writing, as indicated above, has been given.

27. FINGERPRINTING:

Successful Vendor agrees to comply with all provisions of Education Code Section 45125.1. Successful Vendor will conduct a criminal background check of all employees, agents, and representatives assigned to the DISTRICT that will enter the campuses and other DISTRICT facilities for purposes of providing services covered by this RFP, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified, will have contact with pupils. Successful Vendor will provide the DISTRICT with a list of all employees providing services pursuant to this RFP.

28. BUY AMERICAN PROVISION:

Per Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336), Section 12(n) to the NSLA (42 USC 1760(n)). Schools must purchase to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Brand and processor information must be identified on case labels and specification sheets. The DISTRICT reserves the right to cancel any contract and/or solicit other vendors for any part or portion of the RFP that does not meet the Buy American Provision.

The successful bidder shall be required to inform the DISTRICT in advance of delivery of any non-domestic food product. Notice shall indicate reason for supplying non-domestic product. Acceptable reasons include products not grown domestically either year around or by season, insufficient supply, unsatisfactory quality of domestic product or significantly higher cost of domestic product. Information may be provided electronically.

29. DEPARTMENT OF EDUCATION-CHILD NUTRITION DIVISION FORMS:

Per the California Department of Education, Child Nutrition and Food Distribution Division, School Nutrition Programs Unit attached forms (Suspension and Debarment Certification U.S. Department of Agriculture, Certificate Regarding Lobbying, Disclosure of Lobbying Activities, Iran Contracting Act Certification Form, Non-Collusion Affidavit and Drug-Free Workplace Certification) must be completed and submitted with proposal. Proposals received without these forms/certifications will not be considered.

30. CLEAN AIR ACT:

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal

Water Pollution control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

31. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAW AND AMERICANS WITH DISABILITIES ACT:

The contractor hereby assures that it will comply with subchapter VI of Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this agreement or under any project, program or activity supported by this agreement. The vendor(s) 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 12900, and Labor Code 1735. In addition, the Vendor agrees to require like compliance by any subcontractors employed on the work by him/her.

The Vendor hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C Sections 12101 et seq., to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act, and the contractor shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this Agreement, or under any project, program, or activity supported by this Agreement.

32. BID PROTEST PROCEDURES:

Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Director of Purchasing, or his or her designee, within three (3) business days after receipt of the District's written award notification. The appeal must be in writing and 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: Purchasing Department: 13911 Perris Blvd, Bldg. "S" Moreno Valley, CA 92553.

Appeal Review: The Chief Business Official or his or her 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 Office to conduct a hearing and issue a written decision. The written decision of the Chief Business Official or the Hearing Officer shall be rendered within five (5) 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.

Reservation of Rights to Proceed with Procurement Pending Appeal: the District reserves the right to proceed to award a contract and commence the work/purchase pending an Appeal. If there is a State Funding or a critical deadline, The District may choose to shorten the time limits set forth in this Section 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.

Finality: Failure to comply with the Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

33. FORCE MAJEURE:

Both vendor and the DISTRICT shall be exempt from their contractual obligations if the failure to meet their contractual obligations results from Force Majeure, labor dispute, Acts of God, or any other causes beyond their reasonable control.

**MORENO VALLEY UNIFIED SCHOOL DISTRICT
REQUEST FOR PRICING
Fresh & Processed Produce**

In compliance with the request for RFPs, the undersigned, acting for the firm named, hereby proposes and agrees, if this proposal or part of this proposal is accepted, to furnish the items at the prices opposite each item, within the period indicated, and in accordance with general conditions, and specifications set forth in these documents.

FIRM NAME: Loewy Enterprises dba Sunrise Produce

BY: David Sapia 
Print or Type Name Manual Signature

TITLE: President

ADDRESS: 500 Burning Tree Rd. Fullerton, Ca. 92833

TELEPHONE: 800-834-4926 DATE May 18, 2021

EMAIL: jaguirre@sunriseproduce.com FAX: 323-582-5222

INSPECTION COMPANY: Primus Global Food Safety

“PIGGYBACK” CLAUSE: For the term of the Contract and any mutually agreed extensions pursuant to this proposal, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (community colleges) of the Public Contracts Code.

Acceptance or rejection of this clause will not affect the outcome of this proposal. Please initial your preference below.

Piggyback option granted: 

Piggyback option not granted: _____

MORENO VALLEY UNIFIED SCHOOL DISTRICT

VENDOR QUESTIONNAIRE

Fresh and Processed Produce

Please complete this qualifying criteria questionnaire and submit with your proposal.

- 1. Will you be able to meet specified delivery hours? Yes No
- 2. Will you be able to meet the number of deliveries per week? Yes No
- 3. Will there be a minimum case or dollar value required per stop? If so, what is the minimum NO number of cases _____ or minimum dollar value? \$ _____ per delivery site.
- 4. What system do you have to provide monthly summary documents?

We have the capabilities of running these reports monthly, quarterly and or Yearly. Reports include Velocity, sustainability, weekly updates and origins. Reports are available to each district and can be generated automatically via email on specific day/time.

- 5. How many days lead time do you require for an order? 5 days for IW items
- 6. How many refrigerated delivery trucks do you have? 75 delivery trucks with lift gates
- 7. How many refrigerated trucks have lift gates? 75 delivery trucks with lift gates
- 8. What is your procedure for notifying the customer of shortages and/or substitutions?

notification of a shortage/substitution will be given to point of contact at district level for approval.
In the event of a product shortage, product will be replaced same day or next day depending on the needs of the district.

- 9. What systems do you have in place to fill emergency orders?

Sunrise Produce will go to great lengths to accommodate any emergency orders with a same day or next day delivery .

- 10. How many years has company been in the produce business? we have been in business since 1991
- 11. What percentage of items in Table 1 do you currently carry? 100% of the items

12. Is vendor an approved distributor for USDA Foods?

Yes

No

13. Please provide an overview of your reporting system. Does vendor have the capability to provide sales reports via website/online or electronically?

We have the capabilities of running these reports monthly, quarterly and or Yearly. Reports include Velocity, sustainability, weekly updates and origins. Reports are available to each district and can be generated automatically via email on specific day/time.

14. Please describe your product recall procedures.


We will immediately notify and assemble the recall team. The responsibility of each recall team member is outlined in the attached Total Traceability and Recall program.

MORENO VALLEY UNIFIED SCHOOL DISTRICT

See Attached

SCHOOL DISTRICT REFERENCES

Fresh & Processed Produce

Firm Title Loewy Enterprises dba Sunrise Produce **Signature** 

List a minimum of three (3) references for contracts you have completed in the last three (3) years that are of similar scope and complexity:

District Name _____

Address _____

Contact Name _____

Telephone _____

District Name _____

Address _____

Contact Name _____

Telephone _____

SEE ATTACHED.

District Name _____

Address _____

Contact Name _____

Telephone _____

List of References

Identify a contact person and information for five (5) school districts or public entities to which your company has provided fresh produce within the past five years. Please provide current contact information.

Failure to complete and return this attachment will cause your proposal to be rejected.

Reference 1		
Organization's Name: Santa Ana USD		
Street Address: 1601 E. Chestnut Ave		
City: Santa Ana	State: CA	Zip Code: 92701
Contact Person: Josh Goddard	Contact Title: Interim Director	Contact Phone Number: 714-431-1902
Email Address: Josh.Goddard@sausd.us		
Brief Description of Services Provided: Providing our Customers with Fresh Fruits and Vegetables to meet districts menu needs.		
Dates of Service: 2017-Current		
Contract Amount: \$3,000,000.00		
Reference 2		
Organization's Name: Chaffey Joint Union High SD		
Street Address: 211 West Fifth Street		
City: Ontario	State: CA	Zip Code: 91762
Contact Person: Debbie Beeson	Contact Title: Director of Nutrition Services	Contact Phone Number: 909-460-5643
Email Address: Debbie.Beeson@cjuhsd.net		
Brief Description of Services Provided: Providing our Customers with Fresh Fruits and Vegetables to meet districts menu needs.		
Dates of Service: 2012-Current		
Contract Amount: \$340,000.00		
Reference 3		
Organization's Name: Fontana Unified SD		
Street Address: 9680 Citrus Ave		
City: Fontana	State: CA	Zip Code: 92335

**VENDORS
MUST PROVIDE
THE LATEST
HEALTH DEPARTMENT
REPORT
OF YOUR FACILITIES & FOOD
SAFETY PLAN**

(See Section VII. Sanitation Product Quality)

USDA Nondiscrimination Statement

SNAP and FDPIR State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at:

http://www.ascr.usda.gov/complaint_filing_cust.html, 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.

U. S. DEPARTMENT OF AGRICULTURE

**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 ATTACHED INSTRUCTIONS)

- (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.

Moreno Valley USD
Organization Name

RFP# 20-21-18 Fresh and Processed Produce
PR/Award Number or Project Name

Loewy Enterprises dba Sunrise Produce
Name and Title of Authorized Representative

David Sapia President


Signature

May 18, 2021
Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representative of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the 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 that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted **ANNUALLY** by 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 bid, contract renewal or extension when the contract exceeds \$100,000.

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

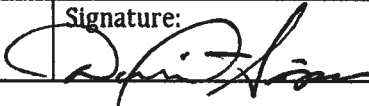
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails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

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

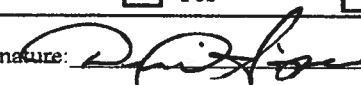
- 1.) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 2.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3.) The undersigned shall require that the language of this certification be included in the award documents for all covered 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:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

Names of Food Service or Vendor/Contractor Loewy Enterprises dba Sunrise Produce		
Printed Name and Title: David Sapia President	Signature: 	Date: May 18, 2021

DISCLOSURE OF LOBBYING ACTIVITIES*Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352*

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: n/a Quarter:
4.) Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> 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: \$	
10a) Name and Address of Lobbying Entity (if individual, last name, first name, MI)	10b) Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11.) Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	12.) Type of Payment (check all that apply): <input type="checkbox"/> Retainer <input type="checkbox"/> One-time Fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent Fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other, specify: _____	
13.) Form of Payment (check all that apply): <input type="checkbox"/> Cash <input type="checkbox"/> 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:		
15.) If necessary was a continuation sheet attached for 10a, 10b or 14? <input type="checkbox"/> Yes <input type="checkbox"/> 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.	Signature:  Print Name: David Sapia Title: President Telephone No: (800)834-4926 Date: May 18,2021	
Federal Use Only:	Authorized for local reproduction Standard Form - LLL	

NON-COLLUSION DECLARATION

ATTACHMENT NO. 4 TO BID FORM

The undersigned declares:

I am the President [Title] of Loewy Enterprises dba Sunrise Produce [Name of Company], the party making the foregoing bid.

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

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

I 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 May 18, 2021 [Date], at Fullerton [City], California [State].

Signed: 

Typed Name: David Sapia

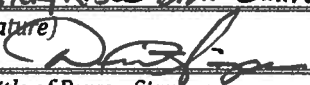
IRAN CONTRACTING ACT CERTIFICATION
(California Public Contract Code sections 2202-2208)

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 bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

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

Vendor Name/Financial Institution (Printed) Loewy Enterprises DBA Sunrise Produce		Federal ID Number (or n/a) 95-4443873
By (Authorized Signature) 		
Printed Name and Title of Person Signing David Sapia President		
Date Executed May 18, 2021	Executed In Fullerton	California .

OPTION #2 - EXEMPTION

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

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

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

Clean Air and Water Certificate

Applicable if the contract exceeds \$150,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$150,000 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. Both the CACFP Sponsor and the Vendor (offeror) shall execute this Certificate.

Loewy Enterprises dba Sunrise Produce
Name of Vendor

Gerson De Paz
Name of Sponsor

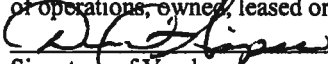
THE VENDOR AGREES AS FOLLOWS:

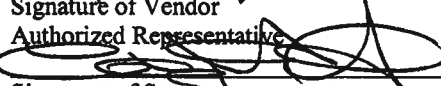
- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, 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 Air 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 Vendor.


Signature of Vendor
Authorized Representative


Signature of Sponsor
Authorized Representative

<u>President</u>	<u>May 18,2021</u>
Title	Date
<u>Director of Operations</u>	<u>May 18,2021</u>
Title	Date

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code 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:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - The availability of drug counseling, rehabilitation and employee- assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations;
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the 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 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Loewy Enterprises dba Sunrise Produce David Sapia President

CONTRACTOR

By: 
Signature

May 18, 2021
Date

