

BID FORM

Submit bid to: *Nutrition Services Department*
San Bernardino City Unified School District

Sealed Bid: Frozen Foods, DUE: by 11:00 a.m. May 9, 2019

1257 Northpark Boulevard
San Bernardino, CA 92407
Phone: 909/881-8008 x1791224 or 1791227

TO:

Bid #**NSB 2019-20-1**
Item: **FROZEN/MISC. FOODS**
Date mailed: **April 11, 2019**

This bid MUST be received BEFORE: 11:00 a.m. on May 9, 2019

QUOTE PRICES F.O.B. DESTINATION: San Bernardino, CA 92407

Dear Vendor:

The Nutrition Services Department of San Bernardino City Unified School District will receive sealed bids for FROZEN/MISC. FOODS, under Bid #NSB 2019-20-1, in accordance with the attached conditions and specifications. This bid must be received on or before 11:00 a.m. May 9, 2019.

Enclosed you will find the required form for Bid #NSB 2019-20-1. Return your completed copy to this office in a sealed envelope, clearly noting the bid number and opening date and time as indicated.

Thank you for your interest in our District and participation in this bid process.

Latoya Smith, Buyer



Jason Evyln, Assistant Director



Ponciano Vidaurri, Assistant Director



Adriane Robles, Director

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received in the Nutrition Services Department of the San Bernardino City Unified School District, 1257 Northpark Boulevard, San Bernardino, California, 92407, on or before 11:00 a.m., on **May 9, 2019**, for FROZEN/MISC. FOODS, under Bid No. NSB 2019-20-1.

Bid documents required for bidding may be secured at the above department or online at <https://sbcusdnutritionservices.org/?page=BidsandProposals>. Please call 909/881-8000 for more information.

The Board of Education reserves the right to reject any or all bids, and to waive any irregularities or informalities in any bid or in the bidding, and to accept or reject any items thereon.

Publications of this Notice are **April 11, 2019**, and **April 18, 2019**.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

By: Latoya Smith, Buyer, Nutrition Services Department

TABLE OF CONTENTS

Title Page	Page 1
Notice Inviting Bids	Page 2
Table of Contents	Page 3
General Bid Instructions and Conditions	Page 4
Supplemental Terms & Conditions	Page 5-16
Signature Page	Page 17
Bidder Checklist	Page 18
Refusal Form Sample	Page 19
Specification List	Page 20-37

Attachments:

- Non-Collusion Declaration (1 page)
- Buy American Certification (1 page)
- Disclosure of Lobbying Activities (2 pages)
- Debarment, Suspension, and Other Responsibility Matters (1 page)
- Fingerprint and Criminal Background Check Certification (1 page)
- Insurance Requirements
 - Instructions for Completing, Executing & Submitting Evidence of Insurance (2 pages)
 - Insurance Requirements (2 pages)
 - General Liability Additional Insured Endorsement (2 pages)
- Iran Contracting Act (1 page form)
- No Bid/Bid Response Form (1 page)

GENERAL BID CONDITIONS

1. **SUBMITTING BIDS:** Each bid must be received in the Purchasing Office of the Nutrition Services Department, San Bernardino City Unified School District, 1257 Northpark Boulevard, San Bernardino, CA 92407, by the time prescribed on the face of the bid form. Each bid shall be in a sealed envelope bearing the bid number, the date, and hour specified for public opening.
2. **RESPONSIBILITY:** All bids shall be signed in longhand with the firm name and by a responsible officer or employee.
3. **CORRECTIONS:** All prices and notations are requested to be typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections made adjacent and shall be initiated in ink by person signing bid. Verify your bid before submission.
4. **ACCEPTANCE:** Bid on each item separately. **Prices shall be stated in units specified, which will determine correct extensions.** The Board will not be responsible for errors in extensions. The right is reserved to reject any or all bids; to waive any irregularities or informalities in any bid; and to accept or reject any items on the bid. No vendor may withdraw this bid for a period of ninety (90) days after the date set for opening thereof.
5. **TIE BIDS:** In the event of identical bids, the Board may determine by lot which bid shall be accepted. Ref. PCC 20117.
6. **SUBSTITUTIONS:** Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words "**or equal**" unless the bid specifically requires no substitutions. The vendor may offer any material or products which shall be substantially equal to that so indicated or specifically provided; however, the vendor shall furnish samples and/or full descriptive information covering the product bid on, properly marked, showing item number and page number on each sample or description. Samples shall be furnished promptly upon request.
7. **QUALITY:** All workmanship, materials, and articles incorporated in the items covered by this specification shall be of the best available grade of their respective kinds for the purpose for which the items are to be used.
8. **SAMPLES AND TESTING:** Samples of items, when required, shall be furnished free of expense to the District, and may be retained by the District for the purpose of comparing against material delivered by the successful vendor, and if not destroyed by tests will upon request be returned at vendor's expense. The final decision as to whether the material or product is the equal to that specified shall be made by the School District. In all cases when a sample is taken from a shipment and sent to a public testing laboratory and the test shows that the sample does not comply with the specifications, the cost of the tests shall be paid by the vendor. In all cases the District reserves the right to make tests it deems necessary.
9. **PATENT INFRINGEMENTS:** The successful vendor shall hold the San Bernardino City Unified School District, its officers, agents, servants, and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented invention, article, or appliance, furnished or used, under this bid.
10. **DELIVERY:** It is understood that the vendor agrees to deliver prepaid all items to the address(es) indicated on this bid form. All costs for delivery, drayage, or freight, or the packing of said articles are to be borne by the vendor.
11. **SALES TAX:** (A) Do not include California State Sales Tax in bid; said tax will be added to invoice and paid by the District as applicable. (B) Do not include Federal Excise Tax or Use Tax in bid; the District is not subject to it.
12. **DISCOUNT:** Cash discounts when stated on bid shall be allowed on all payments that are processed by the District with reasonable promptness after acceptance of material and receipt of vendor's invoice in triplicate. Unless specified otherwise, cash discounts for a period of less than thirty (30) days will not be considered in determining a low bidder.
13. **NON-BIDDERS:** If bid is not made, please notify the District if you wish to remain on the mailing list.
14. **INTERPRETATIONS OF BID DOCUMENTS:** All interpretations of the bid conditions and/or specifications shall be made only by written addendum. The School District shall not be responsible for any other explanation or interpretation of the bid document.
15. **LEGAL REQUIREMENTS:** All vendors are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.
16. **COMMUNICATION OF AWARD:** Bid award shall not become binding upon the School District until communication in writing to the successful vendor.
17. **SAFETY REGULATIONS:** All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California.
18. **EQUAL OPPORTUNITY:** The vendor certifies that he is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

SUPPLEMENTAL TERMS & CONDITIONS

1. Read Carefully: Vendors are expected to examine the conditions, specifications, and all instructions of the bid, as they are terms for award and binding. Failure to do so will be at the vendor's risk. Each vendor shall furnish the information required by the bid. Statements or communications which serve to qualify or put conditions on any bid, changes or additions to the bid form, alternative bids, or any other modification of the bid form which is not specifically called for may result in the District's rejection of the bid as not being responsive. **Non-conforming or qualified bids (such as stipulation of minimum orders, date specific pricing and/or delivery requirements) are subject to rejection in their entirety.**

Certain vendor requirements are existent throughout this document. Although specific areas/sections may specify certain terms, conditions, requirements, or instructions, they are part of the entire bid requirements and should be viewed non-exclusively. Vendors shall respond completely to the various points within the bid. Failure to provide written responses may be interpreted by the District as an inability by the vendor to provide the requested products/services.

Any questions regarding this bid shall be directed to the Nutrition Services Purchasing Office at 909/881-8008 x227 or x224, prior to the opening.

2. Award: The purpose of this bid is to award to a single vendor for efficiency in ordering and delivery. **Award will be on an ALL OR NONE BASIS** to the single lowest responsive bid and responsible bidder meeting all the terms and specifications of the bid documents, based on low total cost, quality of the products, service, delivery requirements, and vendor's reputation and references—as in the overall best interest of the District.

BID ALL ITEMS. Vendors shall quote on each item. ***Bid must be substantially responsive or bid is subject to rejection.*** The District reserves the right, however, to accept or reject one or more items in the lot. An example may be, but is not limited to, rejection of an alternate item that is not considered equal and/or removal of a non-critical item, or an item that has restricted availability and/or inflated unit pricing. The District further reserves the right to waive details of the bid specifications if it determines that such a waiver will not make the bidding process unfair; if the deviation from the specifications is inconsequential. 'Minor/Waivable' rule *may* be applied at the discretion of the District management—in the case of slight errors, insignificant omissions, or immaterial technicalities—in good faith to reasonably promote fair and open competition and access to procurement. The District continually endeavors to further clarify and improve bid instructions. Any technical details previously waived in any past price request or bid award process may not be waived in evaluation of this NEW bid, as subject to the conditions currently stated herein.

Additional considerations, optional item(s) or other offerings that are not called for within the bid scope/award criteria shall not be considered when determining low bidder.

Notwithstanding, the District reserves the right to award bids as deemed necessary and in the best interest of the Nutrition Services Department.

3. Vendor Criteria: All responding vendors shall meet the following minimum criteria for bid

submission.

√ (Certify compliance by checking within the boxes below.)

- ❑ Have a comprehensive **HACCP Plan** in place and *provide plan documentation and certification of conformance* illustrating operations in compliance with HACCP principles *within your bid response*. A comprehensive plan shows total compliance from production to the point in time the product is delivered to the District's doorstep. District personnel may conduct a comprehensive distributor facility review prior to and during the term of award.
- ❑ Have been in business for at least five (5) years, *with references provided* showing successful business relationships with at least three (3) Food Service Institutions.
- ❑ **Provide substantiation** *within your bid response* of prior experience of at least one (1) successfully fulfilled contract of comparable dollar value and variety of products to a school district or similar food service institution.
- ❑ Own a sufficient warehousing facility and number of delivery trucks to be able to provide timely and complete deliveries as requested, including special/rush deliveries in an expedited time-frame.
- ❑ Provide complete and accurate automated billing as requested by the Cafeteria Accounting Department. One invoice per order and a monthly statement is currently required. Invoices payable monthly unless otherwise agreed upon. Invoices, packing slips, and all related correspondence must reflect correct PO number. USAGE reports, by item, to be provided by vendor upon request.

4. **Sole Judge:** The District will be the **sole judge** of the merits and qualifications of the products and the ability of the vendor to meet District requirements. The District will be the sole judge as to whether the products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District. The District reserves the right to waive any irregularities or informalities in any bid, and to accept or reject any items thereon.

5. **Term:** The **unit prices herein will be effective/remain firm for the period of one (1) year after award**, with the *anticipated* start date of July 1, 2019. It is understood that products may be ordered up to and including the last day of the covered term; products should be received within 30 days thereafter. {A blanket purchase order may be issued to the successful bidder after Board approval. Board meetings usually take place on the first and third Tuesdays of the month (or as otherwise scheduled by the Board.) Internal Board agenda deadlines are usually approximately three to four weeks before the scheduled meeting date.}

Extension Option: Beyond the initial one-year period, the District may elect to extend the award for additional six month or one (1) year periods, (or a lesser period if mutually agreeable) not to exceed a total of three (3) years, as in the best interest of the District. Any extension made upon mutual consent of the District and the vendor shall be at the same terms, conditions, and pricing per item, except where a bona fide increase has taken place.

Any increase may be considered if justification of the cost increase is provided and evidenced by documentation – such as the manufacturer of an item stating increased raw material costs, and providing invoices or other supporting documentation as proof and/OR not to exceed the higher Consumer Price Index that best represents the San Bernardino local area (*Riverside-San Bernardino-Ontario*) for the items purchased and/or “All Items” for the last twelve months, from

request of extension issued by District, may be negotiated subject to the existing market conditions and approval by the District.

The vendor must substantiate any price increase with documentation that is acceptable and to the complete satisfaction of the District in order to justify the increase. Accordingly, any manufacturer or other negotiated price DECREASES shall be passed on to the District. Limitations for additional items/change orders; USDA recommends 5-10% range stipulated.

6. **Prices:** **Prices bid shall be a maximum/not to exceed price for the term of one year.** Prices bid shall include all vendor indirect and overhead costs, including profit and ancillary expenses such as freight, pick-ups, storage, refrigeration costs, brokerage fees, delivery, etc. No additional shipping charges or any types of fees or surcharges are to be added later.

Additional Items: The District reserves the right to add related items to or delete items from the contract at any time during the period of the contract. Any items that may need to be added to this bid shall exhibit a similar, not-to-exceed mark-up fee. Indicate in the last space provided on the SPECIFICATIONS/ITEM LIST section, the actual cost plus fixed fee limit cap/limit, as applicable. Cost plus fee indicated must be a fixed dollar amount (not a range or percentage.) Vendor will provide the best pricing available based on type of item and quantity, which shall not exceed the actual cost plus fixed fee cap/limit stated on bid response. Vendor may charge a lesser fee at any time. Evidence and documentation of cost (at invoice price) will be provided by the vendor upon request. Any new/additional items must be approved in advance. NO unauthorized items may be purchased. Vendor shall not accept an order for any product that is not indicated, in writing, on the purchase order or an authorized PO change order. The District does not assume responsibility for orders of any products other than those listed herein and/or that have been formally awarded to the vendor on a purchase order (PO) or authorized PO change order. Cost plus fixed fee is figured as vendor's actual item COST + vendor's maximum FEE (actual fee charged may be less, but not more) = UNIT PRICE to District.

7. Usage: The "estimated yearly usage" shown is the District's best estimate of the quantities that will be required based on the information available at this time. The Nutrition Services Department will be ordering these products on an as needed basis from a blanket purchase order. This is an indefinite-quantity bid. The District does not guarantee orders nor shall the District be required to limit its orders. The District reserves the right to buy either more or less than this quantity throughout the term of the bid or to delete a line item or entire bid over the contract period or to purchase from different vendors. Purchase is contingent upon availability of commodities and/or funds. Bid may be cancelled at any time with thirty (30) days written notice without cause and without any further obligation other than payment for goods rendered prior to the effective date of such termination.

8. Legal Requirements: All products must conform to the provisions set forth in the federal, state, county, and city laws for their production, handling, processing, marketing, and labeling. In accordance with California Department of Education's School Nutrition Program guidance manual all contracts with vendors that exceed \$100,000 need to have the following stipulation verbatim: "The Food Service Management Company (FSMC) must comply with section 306 of the Clean Air Act (42 USC Part 1857 [h]), Section 508 of the Clean Water Act (33 USC Part 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR part 15). ...violations will be reported to the USDA FCS and the United States EPA. The FSMC will not utilize a facility listed on the EPA List of Violating Facilities (A-102 14[1])."

9. Frozen Foods: All frozen products are to be delivered in the frozen state and will be carefully and thoroughly inspected to insure that the temperature of the product is adequate. Frozen products are to be maintained at a temperature of 0 degrees Fahrenheit (F) or below according to the USDA Food Storage Guide. However, the District requires the temperature of all products delivered to be between 0 and 15 degrees F. Nutrition Services reserves the right to refuse complete shipments if there is any evidence of thawed product(s). Evidence of thawing may include any of the following:

- Cases that are not firm; soft or spongy to the touch
- Cases that are water stained
- Cases that stick together as a result of freezing
- Cases that are crushed.

If there is a question as to whether the product is still frozen, at least two (2) cases from each pallet will be checked at random for internal temperature. One flap of each case will be opened and thermometer will be placed between packets of food. Thermometer will be kept in place until a stable reading is obtained. If the average temperature is above 15 degrees F, the product on the pallet shall be refused. Freezing temperature is 32 degrees but significant damage does occur at 15 degrees causing loss of product flavor and freshness.

When a product is refused, the attached Refusal form (page 18) shall be filled out and distributed as indicated. A copy is given to the driver so that the vendor is aware of why the product has been refused. Refused product shall not be redelivered to the District.

10. Specifications: Specifications are minimum requirements that should be met or exceeded. **The vendor shall state the brand and item number bid**; if none is indicated it is understood that the vendor is quoting the exact brand and number specified. If proposing product equal to the brand specified any differences should be clearly noted—**“or equal” brands quoted shall INCLUDE COMPLETE SPECIFICATIONS AND NUTRIENT ANALYSIS WITHIN YOUR BID RESPONSE.** *Failure to supply the “or equal” product spec/nutrient analysis sheet may result in rejection of alternate item and/or rejection of the bid as non-responsive.* Spec sheets shall be dated and signed as appropriate and clearly marked with related bid line item number and submitted in sequential order. In addition, upon request, the successful vendor must provide ingredient lists, nutrient analysis, and/or specification sheets for all items awarded on this bid.

Vendors may propose any product equal to that specified. Certain specifications set forth herein for the purpose of establishing standards are not intended to preclude any vendor from bidding who can meet these specifications and requirements. Product specifications are based on products and pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available. IF quoting an item where pack size is different than specified, show the alternative packaging size and equalize your bid extensions to the total quantity requested. Some specific brands and specifications shown have been established by the Nutrition Services Department based on the Department’s research and expertise, student testing, popularity of the food item, and/or brand name recognition; therefore, alternates may not be considered in circumstances where the menu, recipes, or sales may be affected. In any case, the District will be the sole judge as to whether the products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District.

11. Unacceptable Products: Out-of-date/expired, or *nearly expired products—with less than 120 days minimum shelf life remaining (or 50% of product shelf-life if the product has less than 120*

shelf life as manufactured.) damaged product, dented cans/containers, products that have been relabeled and/or re-cased or show evidence of improper handling, “seconds”, boxes with leaks, products of inferior quality, and products that are over mature, have blemishes, or have been classified as slightly imperfect, etc., shall not be bid herein. District shall refuse upon delivery and/or vendor shall issue credit to the District for all products returned that are damaged, defective, expired or about to expire, or do not meet specifications. Any special circumstances or vendor concerns regarding product shelf life shall be presented accompanied by full manufacturer documentation to District; final acceptability or exceptions shall be as determined by the District, Nutrition Services Program Manager or designee.

- 12. Non-Conformance to Specifications:** No change shall be made in any specification of any item awarded unless a written statement detailing the changes with documentation is first submitted to the District and written consent thereto obtained. Vendors are expected to take immediate action to correct any situation in which product integrity is violated. If, in the opinion of the District, a bid item purchased does not conform to specification or perform to the standards of the previous samples submitted, the District reserves the right to have the product tested by an independent testing laboratory or state weights and measures representatives. If the test shows that the product does not conform to specifications or meet the standards of samples submitted, the cost of testing will be charged to the vendor and the contract may be cancelled. If any product fails to meet specifications, the District may require, within a reasonable time as determined by the District: cash restitution or in-kind replacement, at the District’s discretion for the entire lot that failed and/or payment for the value of all meals that the District served which failed to contain the required components of a reimbursable meal because the vendor provided short-weighted products. The District may withhold a sufficient amount(s) of any payment otherwise due to the vendor, as determined necessary to cover defective items not remedied. A notice of products failing to contain required quantities/meet specifications will constitute a breach of contract and may result in contract termination. The vendor must absorb all costs resulting from termination for cause.
- 13. Food Safety/Recalls:** The successful vendor shall have a product recall system in place that notifies the District within 24 hours of the product recall, places inventory on an on-hold status in a manner that the product cannot be issued to the District, and facilitate product clearance. Awarded vendor will be expected to facilitate product clearance in the event of a recall by USDA, FDA, or other. Vendor shall request, compile, and verify, on the District’s behalf, letters direct from any potentially applicable product manufacturers (on manufacturer letterhead) certifying the specific lot numbers are not sourced and/or confirming that the District has not received any affected product. No potentially affected product will be served by the District until specific, written clearance has been received. As unnecessary delay of clearance letters may disrupt District menu and distribution scheduling, timely response and continued follow-up is critical.
- 14. Substitutions:** The successful vendor must deliver the brands quoted and accepted by the District and meet the delivery time promised. Failure to supply the brands specified or to deliver within the time promised may result in cancellation of award. If circumstances beyond the vendor’s control mandate the need for a substitution, approval must be obtained from the Nutrition Services Department Program Manager or designee prior to delivery. Documentation from the manufacturer or other evidence verifying availability problems shall be included with any substitution requests. The vendor will be required to provide an equivalent product in quality, pack size, and pricing. Samples may be required. If specified product can be obtained by Nutrition Services from another vendor, Nutrition Services may bill back the vendor any

difference in pricing and costs related to having to procure said product elsewhere.

- 15. Right to Inspect:** The District reserves the right to inspect the facilities, including all areas and vehicles, of the vendor prior to award of contract and/or during the term of the contract. If representatives of the District determine after such inspection that the vendor is not capable of performance satisfactory to the school district, the bid will not be considered or it may be cancelled. Vendors must maintain clean, pest-free storage areas. The District reserves the right to request information about vendor's pest control in storage areas and delivery vehicles. All chemicals used shall be certified as safe for use around food.
- 16. Non-Performance:** The school district reserves the right to discontinue service of all or any portion of any contract resulting from this bid for reason of unsatisfactory product or service or any reason determined to be detrimental to the health and welfare of students and school personnel and to hold the contractor in default. Failure to furnish all awarded items per the bid, in a timely manner, as specified, shall constitute unsatisfactory service. If the vendor fails or neglects to perform as set forth herein, the District may, without further notice or demand, cancel award and rescind any purchase order or may purchase elsewhere and hold vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of vendor in performing the required terms and conditions herein. This is in addition to and not in limitation of any other rights or remedies available to the District.
- 17. Samples:** Upon request, samples of items bid must be submitted for approval. Samples may be requested both before and after award is made. Such samples shall be delivered as soon as possible and within five (5) working days of request at no charge to the District. Each sample must be clearly marked with the vendor's name, the bid line item number, the brand, and stock/code number, pack size information, and nutrient analysis. All samples shall become the property of the District. Failure to furnish samples as requested may be cause for rejection of the bid.
- 18. Delivery Requirements:** Delivery is of the essence; expected 2-5 days per week pursuant to actual orders placed. Delivery shall be FOB Destination to the Child Nutrition Center Warehouse located at 1257 Northpark Blvd., San Bernardino, CA 92407. Delivery appointments are required, and must be scheduled by calling 909/881-8008 ext.227- 24 hour notice required. All products must be delivered on full size, 40" x 48", wooden, four-way pallets. Pallets shall be stacked no higher than 66 inches. Deliveries not made in accordance with these requirements are subject to refusal.
- 19. Prohibition of Subcontracting:** Joint-venture and/or use of subcontractors in any manner is expressly prohibited in relation to this bid. The successful bidder must deliver direct and shall not contract to another distributor for delivery or in any other manner. Delivery slips, referencing the bid number and current purchase order number, are to be provided in duplicate as follows: (1) Original copy signed by warehouse stock clerk receiving the material shall be left at the delivery location. (2) The vendor shall retain duplicate copy. Delivery requires products in containers that are clean, in vehicles that are clean, and by personnel that are properly attired. Trucks will be kept in good repair. Maintenance records must be available for inspections by District personnel. Vendor must receive and deliver products to District in accordance with the Sanitary Food Transportation Act of 1990. Vendors submitting requests certify compliance with this requirement. <https://www.fda.gov/RegulatoryInformation/LawsEnforcedbyFDA/default.htm>

- 20. Driving on Premises:** Vendor's representatives driving motor vehicles on District grounds will use extreme caution. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or open, evidence of vandalism, or accidental damages caused, etc. should be reported to School Police 24/7 Dispatch at 909/388-6130 or the 24-hour Emergency Number at 909/889-6833. In the event of vendor accidental damage to site fence or other, vendor must report in writing to Nutrition Services management immediately and will be liable for damages and held responsible for repair costs.
- 21. Service:** The District requires a high level of service and support from the awarded vendor. Vendor will be held responsible for following-up on incremental, "just-in-time" orders to ensure complete and on-time deliveries. Partial shipments are discouraged. The goal is to order all items from one source and to receive complete orders without multiple deliveries, drop shipments, or back orders. Any order or delivery discrepancies/delays shall be handled promptly by the vendor's contact person assigned to the District. On-site response may be required.
- 22. Addendum:** If it becomes necessary for the District to revise any part of this bid, an addendum will be provided to all vendors prior to the bid opening. Any addendum will be signed and included with your bid response. Requests for clarification and/or to amend any part of this bid must be done in writing prior to the bid opening to allow for a response.
- 23. Local & Domestic Products:** Locally produced foods shall be bid; to the maximum extent practicable, domestic products shall be purchased for use in the National School Lunch Program. If a vendor is quoting on a foreign product, it must be so noted on the bid and the reason for quoting on a foreign product (with documentation) must be disclosed within your bid submission. The "Buy American" provision of Public Law 105-336, 7CFR Part 210.21 (d) requires that school districts buy food produced in the United States when buying with Federal funds. A school may buy foreign commodities as a last resort if the recipient's food preferences can only be met with foreign goods: 1) If the products are not produced within the United States in a sufficient quantity and quality, or 2) If the cost of the domestic food product is significantly higher than foreign products per competitive pricing received and noted.

Any such exceptions (including product description, country of origin, domestic price(s), non-American price(s), and reason for waiver including sufficient detail as to limited/lack of availability of domestic alternative in relation to quantities stated) must be clearly documented within bid response for provision to state auditing authorities upon request. Vendor provided disclosure documentation shall also include recommendations and substantiation, addressing other potential domestic sources, seasonality, and menu substitutes, with provision of third-party verification (e.g. USDA Agricultural Marketing Service web page: <https://www.ams.usda.gov/market-news>) Failure to provide complete disclosure and justification of waiver for the reasons noted above may result in product rejection at the vendor's expense. Vendors submitting bid response hereby certify compliance and promise to abide by Buy America provisions; that products quoted are domestic products produced and processed in the U.S.A. substantially (over 51% of the final processed product) using agricultural commodities that are produced in the U.S.A. (unless excepted in writing as above.) Additionally, California-made supplies shall be preferred when price, fitness, and quality are equal, pursuant to Government Code Sections 4330-4334 of the State of California. To ensure compliance, successful vendor shall list any non-domestic country of origin for products herein as well as on receipts and invoices. Successful vendor promises, and will show proof upon request, practices meet in every respect the Buy American requirements. **If Vendor offers non-American**

product, vendor must complete the *Buy American Certification* (1 page form) enclosed and return with your bid response. **Vendor must complete all sections in the Buy American Certification form per non-American product, failure to do so can lead to rejection of the entire bid.**

- 24. Non-Collusion:** Vendors submitting bids hereby certify that the bid is genuine and not sham or collusive or made in the interest or behalf of any person not herein named, and that the vendor has not directly or indirectly, induced or solicited any other vendor to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and has not in any matter sought by collusion to secure for himself an advantage over any other vendor. Complete the *Non-Collusion Declaration* (1 page form) enclosed and return with your bid response.
- 25. Debarment/Lobbying Certification:** Per the State of California, as a school food authority, we must require that each responding quotation include completed certification statements regarding debarment and lobbying. Complete the *Disclosure of Lobbying Activities* (2 page form) and *Debarment, Suspension, and Responsibility Matters* (1 page form) enclosed and return within bid response.
- 26. Technology Solutions:** Vendor who can provide the capability of computerized, on-line ordering, invoicing, and delivery tracking system is desired. *Vendors should include any information and literature on automated ordering and invoicing with bid response.*
- 27. Insurance Requirements:** The successful vendor will be required to meet District insurance requirements for Comprehensive General Liability, Products Liability, and Automobile Liability. Attached are three forms, entitled: *Instruction for Completing, Executing and Submitting Evidence of Insurance* (2 pages); *Insurance Requirements* (2 pages); and *General Liability Additional Insured Endorsement* (2 pages), regarding these requirements. (Insurance Certificate to read within Description section: **“Per Bid agreement #NSB xxx: San Bernardino City Unified School District it’s departments, officers, agents, and employees are named as additional insured as required by written contract.”**) All bidders submitting a bid certify to comply with District insurance requirements, including Workers’ Compensation per provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with code provisions.
- 28. Fingerprinting.** The successful vendor will be required to comply with all provisions of Education Code Section 45125.1 regarding fingerprinting. Please see attached *Fingerprint and Criminal Background Check Certification* form (1 page.) Fingerprinting clearance is required. Link to Department of Justice for further information: <https://oag.ca.gov/fingerprints/agencies>.
- 29. Assignment:** The awarded vendor shall not in any manner, directly or indirectly, by operation of law or otherwise, sell, assign, subcontract, factor, encumber, or transfer the award of this bid/purchase order/agreement or any portion thereof, or any of the rights or privileges granted thereby, without the prior written consent of the District. If consent is not given by the District to assign, transfer, or encumber, such action may void award and/or any issued purchase order.
- 30. Covenant Against Gratuities:** The vendor warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the vendor or any agent representative of the vendor, to any officer or employee of the District with a view toward

securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the District shall have the right to terminate the contract, either whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which vendor agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the District provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

31. Conflict of Interest: The awarded vendor shall disclose to the District the name of any officer, director, employee, or consultant who is also an employee of the District. The awarded vendor shall also disclose the name of any District employee who owns a significant stock interest of the awarded vendor's corporation, or any of its branches, or any other real or apparent conflict of interest with any District employee.

32. Business License Number: _____
Include a copy of current business license (the legal document that grants you the right to operate a business in your city. **Note:** This is not a Federal Tax ID or State Registration number.) Awarded vendor shall obtain necessary business license/registration within the City of San Bernardino. Link to City of San Bernardino business license information: <http://www.ci.san-bernardino.ca.us/>


33. Governing Law/Ordinances & District policy: This bid and any resulting purchase order shall be governed by and construed in accordance with the laws of the State of California, County of San Bernardino. Additionally, awarded vendor is responsible for all city, county, state, federal rules and ordinances and agrees to conform to all prevailing District Board Policies, District Administrative Regulations, laws and regulations—municipal, state, and federal—and any and all requirements, orders, permits, or any municipal, state, or federal board authority, present or future, in any way relating to this bid throughout the entire term and any extensions thereof. Each and every provision of law and clause required by law to be inserted in this bid shall be deemed to be inserted herein and 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 correctly inserted, then upon application of either party, the bid shall forthwith be physically amended to make such insertion or correction. The awarded vendor and the District agree that if any provision of this bid and resulting purchase order is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the bid, the purchase order shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

34. Hold Harmless: The vendor agrees to and does hereby indemnify and hold harmless the District, its officers, agents and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of: A. Liability for damages for (1) death or bodily injury to persons, (2) injury to property, or (3) any other loss, damage or expense arising out of the contract sustained by the vendor and any person, firm or corporation employed by the vendor upon or in connection with the work called for in this bid except for liability for damages referred to above which results from the sole negligence or willful misconduct of the District, its officers, employees, or agents. B. 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 services covered by the contract, whether said injury or damage occurs either on or off District property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents. C. The vendor, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any settlement or judgment that may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceeding as a result thereof.

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at the [Filing a Program Discrimination Complaint as a USDA Customer page](http://www.ascr.usda.gov/complaint_filing_cust.html) [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.

- 36. CDHS-FDB Registration:** California Health and Safety Code Section 110460, et seq. requires all businesses engaged in the manufacturing, packing, labeling, or holding (warehousing) of processed food products in California to register annually with CDHS-FDB. Specific information about the CDHS-FDB registration requirements is available at:

<https://www.cdph.ca.gov/Programs/CEH/DFDCS/Pages/CertificatesandLicenses.aspx>

Vendors submitting bids hereby certify compliance with this requirement.

37. References: Each vendor shall provide a minimum of (3) references. **Attach proof of prior experience** (i.e. copy of a purchase order from another school district or signed contract) and submit with your response as substantiation of successful and comparable performance to satisfy the Vendor Criteria requirement and provide references herein:

	<u>School District/Institution:</u>	<u>Contact Name & E-mail:</u>	<u>Phone & FAX:</u>	<u>Awarded Dollar Value:</u>
1				
2				
3				
4				
5				

Vendor reference letters may be provided in addition; *attach/include within bid response*

38. Warehousing Facility: List address, size, and description:

39. Delivery Trucks: List number/type of owned trucks:

40. District Contact: Note primary contact person responsible for monitoring our account (order status, deliveries, etc.)

Name: _____ Title: _____
 Phone: _____ Cell: _____
(Toll-free or local number requested)
 FAX: _____ Text/Carrier: _____
 E-mail: _____ Website: _____

Note: The Child Nutrition Center orders are currently submitted to vendor via E-mail. Please confirm orders are accepted via E-mail addressed to:

41. Certification of Compliance: Vendors, **by the act of submitting and signing bid form, certify that they meet all of the criteria, terms, and conditions stipulated throughout the bid document** and fully comply with applicable Federal, State, local laws and regulations, and District policy, and shall indemnify and hold District harmless from any liability, cost or expense (including, without limitation, District's court costs and reasonable attorney's fees) resulting from vendors failure of compliance. The bid consists of the accepted bid form, conditions, specifications, required forms or documentation, any addendums, written clarifications, and resulting purchase order—all complimentary in that obligation required by one section and not in others shall be done as if required by all. Furthermore, all information furnished herein, related forms, and supplemental documentation as required by the successful vendor shall be kept correct and up-to-date at all times. It is the responsibility of the awarded vendor to advise, update, and report any material change(s) to the vendor's status/information submitted during the life of the bid, including all extension periods. Such documentation may include, but is not limited to, insurance certificates, fingerprinting clearance, debarment and lobbying information, etc. Should vendor fail to comply, District may terminate award without notice.

Vendors submitting signed bids expressly certify compliance with District policies and procedures as applicable to this bid, including but not limited to, Tobacco/Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq. requiring a published statement notifying employees concerning the prohibition of controlled substance at the workplace, an established drug-free awareness program, and a requirement of each employee engaged in the performance of the contract be given a copy of the statement per section 8355(a), and require such employee to agree to abide by the terms of that statement) as well as District Affirmative Action programs. Vendor and all vendor representatives shall abide by the same conditions of conduct as expected of District employees, without the implication of employment.

District policies, including policies governing bids/awards/protests, may be accessed via the District's website: http://sbcusd.com/school_board/board_policies/

References: Smoking and Use of Tobacco at District Facilities (BP 3513.4); Affirmative Action Program for Equal Employment Opportunity (BP 4030.1); Nondiscrimination In Employment (BP 4030); Drug and Alcohol-Free Workplace (BP 4020.)

42. Iran Contracting Act: Pursuant to the Iran Contracting Act of 2010 (Public Contract Code sections 2200 through 2208 are "the Act"), vendors are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the vendor engages in investment activities in Iran, as defined in the Act. The Act requires that DGS establish and periodically update a list of ineligible vendors. **Submit completed IRAN Contracting Act form.**

43. Bid Submission: All bids **must be signed** and submitted by the time and due date indicated to the Nutrition Services Department, Attention: Purchasing Office, 1257 Northpark Boulevard, San Bernardino, California, 92407, in a **sealed envelope CLEARLY indicating the bid number and title, opening date, and time.** The District will not be responsible for bids received that are late to the Purchasing Office and/or not clearly identified. Bids received after the public opening time will not be accepted and returned unopened. It is the sole responsibility of the vendor to ensure that his/her bid is received before the opening time.

44. Opening: Bids will be opened publically and prices shared. Vendors shall be solely responsible to come prepared with whatever items may be needed to take desired notations, which may include blank bid copies, pen/paper, camera phone, etc. No District provisions/no copies shall be provided by the District at the time of the public bid opening.

SIGNATURE PAGE

The undersigned has read the specifications, instructions, conditions, and all supplementary conditions or instructions included herein, is familiar with and understands the provisions and proposes and agrees to furnish and to deliver the goods and/or services in strict accordance with these specifications, instructions, conditions and provisions, and the prices quoted herein:

By: **X** _____ Delivery _____ days from date of order.
Original Signature Required

Printed Name & Title: _____

Name of firm: _____ Terms/Cash Discount - _____% _____ days.

Address: _____
CITY STATE ZIP

Remit Address: _____
CITY STATE ZIP

Phone: (_____) _____ FAX: (_____) _____

Website: _____ E-mail: _____

Attention

“The District/State agency/Territory participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A ‘domestic commodity or product’ is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).” We require bidders to certify that the products noted within the Specifications/Item list are processed in the U.S. By signing below you certify per the Specifications/Item List that the products noted within the document were processed in the U.S. and contains over 51% of its agricultural food component, by weight or volume, from the U.S.

Print Name *Signature of Authorized Official* *Title* *Date*

Bidder Checklist

√ to confirm information/documentation is included and completed—

- ❑ **HACCP** Plan compliance documentation enclosed - (3.)
- ❑ **Specification/Item List** (12 page form) pages 20-37
- ❑ **Substantiation** of prior experience/proof enclosed - (37.)
- ❑ **Non-Collusion Declaration** (1 page form) (24.)
- ❑ **Debarment/Lobbying**— (25.)
 - Disclosure of Lobbying Activities (2 page form) and
 - Debarment, Suspension, and Responsibility Matters (1 page form)
- ❑ **Nutrient Analysis Sheets** - for any and all “or equal” items **enclosed (10.)**
- ❑ **Documentation of any Non-Domestic items** enclosed if applicable—(23.)
- ❑ **Buy American Certification** (1 page form)
- ❑ **Iran Contracting Act** (1 page form) (42.)

Remember to complete:

- ⇒ √ Minimum Vendor Criteria met for bid submission
- ⇒ Business License Number with copy (32.)
- ⇒ List of References (37.)
- ⇒ District Contact (40.)
- ⇒ Delivery Truck & Warehouse Facility Information (39.)
- ⇒ **Original Signatures Above**

Items required by successful vendor upon award of Bid:

- Insurance Certificate (27.)
- Fingerprint and Criminal Background Check Certification (1 page form) (28.)
 - ⇒ Please indicate if vendor has already completed criminal background check requirements of Ed. Code 45125.1; currently has completed fingerprinting and background clearance for delivery employees that would provide service to the District. YES or NO

REFUSAL OF FROZEN PRODUCTS

DATE _____ TIME _____

VENDOR _____

PURCHASE ORDER NUMBER _____

PACKING SLIP OR BILL OF LADING # _____

PRODUCT _____

CONDITION OF CASES _____

CODE DATE (S) FROM THE BOXES _____

TEMPERATURE OF PRODUCT _____

AVERAGE TEMPERATURE _____

TOTAL # OF CASES REFUSED _____

REASON FOR REFUSAL OF PRODUCT _____

DATE PRODUCT IS ON THE MENU _____

ADDITIONAL INFORMATION _____

Distribution:

Vendor (Copy to be sent with driver upon refusal of product)

Warehouse Manager

Expeditor

Cafeteria Accounting

Purchasing (Bid/documentation file)

SPECIFICATIONS/ITEM LIST

Frozen/Misc. Foods

VENDOR TO COMPLETE THESE COLUMNS FOR ALL ITEMS
 *If the answer is No to U.S.A. product you must complete the Buy American Certification form.

BID Line No.	District Item	ITEM / DESCRIPTION	Current Vendor Code: (Sysco)	Manuf. Brand & Code # OR EQUAL	UNIT	EST. ANNUAL USAGE	Brand Name, Item # & Pack Size Bid	U.S.A. Product Yes/No* & Weight ___%	Vendor Item #	UNIT PRICE	EXTENDED COST
1	Catering 55010	BACON, LAY FLAT, 14/18 GF APPLE, 2/10 LB.	5886381	Sys. Cls. 204219-0895	CS	119					
2	31610	Applesauce fancy unsweetened, 6/#10 cans Sysco #4062030			CS	1000					
3		Bacon Bits, Imitation, 25# cs, Pacific Spice (Sysco #12101)			cs	65					
4	Catering 55020	BAGEL, SLICED, 3.0 OZ, 72/CS, MIXED VARIETY.	4383121	Western Bagel 28034	CS	90					
5	24100 (S)	BAGELERS, CINNAMON SUGAR/BAGEL & CREAM CHEESE BARS, 5", 76/2.5 OZ.	6964914	Bagelers 00048	CS	2,265					
6		Beef sausage seasoning, 10lb/ bag, (Hi-west item#10-1605)			cs	50					
7	Catering 56105 (S)	BEEF, CORNED, SLICED, 4/2.5 LB.	8294605	Block & Barrel CBF 320SLB	CS	50					
8	Catering 56110 (S)	BEEF, FAJITA STRIP STROGANOFF, 2/5# AVG. Note: Price per lb. (RAW)	1153035	G & S MPC #58640	LB	150					
9	25125	BEEF, GROUND, FROZEN, 100% GROUND BEEF, FAT CONTENT BETWEEN 12% AND 15%, 4/5#/CS. This product ordered when out of commodity. (RAW)	0069765	Richwood #4158 4/5 lb.	CS	1,000					
10	45640 (S)	BEEF, PHILLY STEAK SLICED, 48/4 OZ./CS	8563017	Sys Cls	CS	90					

SPECIFICATIONS/ITEM LIST

Frozen/Misc. Foods

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BID Line No.	District Item	ITEM / DESCRIPTION	Current Vendor Code: (Sysco)	Manuf. Brand & Code # OR EQUAL	UNIT	EST. ANNUAL USAGE	Brand Name, Item # & Pack Size Bid	U.S.A. Product Yes/No* & Weight ___%	Vendor Item #	UNIT PRICE	EXTENDED COST
11	55002 (S)	BEEF, ROAST, SLICED, 4/2.5 LB.	2936425	Block & Barrel RBF 120SLB	CS	80					
12	Catering 35180	BEEF, ROAST, WHOLE COOKED, 2/8-10 LB, AVG. CS=18 LBS. Note: Price per lb.	8040933	Block & Barrel MPC# CTR120MB	LB	504					
13	Catering 36100	BISCUIT, BAKED WHOLE GRAIN EASY SPLIT, 0-TRANSFAT, 120/2 OZ/CS.	2173393	Pillsbury 31525	CS	350					
14	Catering 55052	BREAD, GARLIC ITAL., 12/12 OZ.	760302	Alpha MPC#83346	CS	30					
15	35770 Catering (S)	BROWNIE, ASSORTED, 4 FLAVORS, 4/12x16/CS., 100 OZ. PER SHEET/400 OZ./CS.	9439704	Original Cakerie SVB 01416	CS	115					
16	45740	BUNS, HAMBURGER, ROUND, 4 INCH, 1.72 OZ, 6/12 CT/CASE	6510911	Sysco Classic MPC# 60413	CS	100					
17	45750	BUNS, HOT DOG, INDIVIDUAL SLICED, 6 INCH, 1.7 OZ, 8/12 CT/CASE	6435267	Sys Cls MPC #60412	CS	50					
18	Catering 55250	CAKE, CRUMB, TRIBERRY, 2/12" x 16", 110 OZ.	6776827	Original Cakerie MPC#1202	CS	20					
19		Celebration Fiesta cookie, bulk, 160/0.90oz, May menu		Kids Kookie Company	cs	175					
20	Catering 27990	CEREAL GRANOLA OAT & HNY 4/44 OZ BAGS	832501	Cascade Farms MPC #12772	CS	35					

SPECIFICATIONS/ITEM LIST

Frozen/Misc. Foods

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21	Catering 55103	CHEESE, CHEDDR, JACK, FANCY SHRED, 4/5 LB. BAG	2406189	Casasol MPC# 2905C4	CS	20					
22	Catering 35231	CHICKEN BREAST FILLET GRILLED/COOKED 36/4.5 OZ.	9777087	Sysco Classic MPC# 78513	CS	50					
23	Catering 55237	CHICKEN BRST IFZ BNLS/SKLS ZIP 48/4 OZ.	6628804	Sysco Classic MPC# 64564	CS	50					
24	Catering 46380	CHICKEN FRIED STEAK, 40/4.0 OZ/CS.	1278811	Kings Cmd 6140	CS	50					
25	Catering 45810	CHICKEN WING O FIRE CKD, 10 LB.	2078319	Sysco Classic MPC# 5210-895	CS	20					
26	Catering 55370 (S)	CHICKEN, QUARTER, HERB RSTD, 24/7-8 OZ. (11.25 LBS.)	2544484	Pierce 60060	CS	75					
27	Catering 51011	CHIP TORTILLA TRI COLR 6/2 LB.	131249	Casasol MPC# 24241	CS	30					
28		Chips Baked Flaming Hot Cheetos, 60/1.125oz cs			cs	250					
29		Chips Baked Lays, 60/.875oz cs			cs	250					
30		Chips Baked Sourcream & Cheddar, 60/.875oz cs			cs	250					

Frozen/Misc. Foods

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BID Line No.	District Item	ITEM / DESCRIPTION	Current Vendor Code: (Sysco)	Manuf. Brand & Code # OR EQUAL	UNIT	EST. ANNUAL USAGE	Brand Name, Item # & Pack Size Bid	U.S.A. Product Yes/No* & Weight ___%	Vendor Item #	UNIT PRICE	EXTENDED COST
31	Catering 55102	CINNAMON ROLLS, OVEN RISE, 200/1.5 OZ/CS.	1853845	Pillsbury 205357000	CS	35					
32	29181	Classic Cornbread Stuffing, 6/28oz, cs, Uncle Bens to be used for secondary monthly special November 2019 delivered no later than October 10, 2019			CS	150					
33		Colorful Spring egg cookie, IW, 144/ 0.70oz, April menu		Kids Kookie Company	cs	190					
34	34147 34143 (S)	CONCHA, WHOLE GRAIN, IW, 60/2 OZ./CS., <u>CHOCOLATE OR WHITE TOPPING.</u>	C- 2555243 W- 2461675	SIMPLY BLUES C-WPDC260C W-WPDC260W	CS	3,100					
35	Catering 36150 36160 36170 36180 36200 36210 (S)	COOKIE DOUGH, ENGLISH BAY BRAND, 2 OZ./128 CS. ALL AVAILABLE VARIETIES AT STATED (SAME) PRICE PER 16# CASE. Choc. Chunk 00161 Dbl. Choc. 00160 Monster A0102 Oat./Cran. Walnut A0115 Peanut Butter 00120 Sugar A0108	1291343 1481829 2852101 9218553 1215003 1215052	English Bay 00161 00160 A0102 A0115 00120 A0108	CS	1,100					
36	44550	Cool Tropics fruit slushy, 60/4oz cs 12002-R4: Kiwi Strawberry October Menu Elementary			CS	450					
37	44551	Cool Tropics fruit slushy, 60/4oz cs 12004-R4: Paradise Punch November/May Menu Elementary			CS	800					
38	44552	Cool Tropics fruit slushy, 60/4oz cs 13001: Blue Raspberry January Menu Elementary			CS	450					

SPECIFICATIONS/ITEM LIST

Frozen/Misc. Foods

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BID Line No.	District Item	ITEM / DESCRIPTION	Current Vendor Code: (Sysco)	Manuf. Brand & Code # OR EQUAL	UNIT	EST. ANNUAL USAGE	Brand Name, Item # & Pack Size Bid	U.S.A. Product Yes/No* & Weight ___%	Vendor Item #	UNIT PRICE	EXTENDED COST
39	44554	Cool Tropics fruit slushy, 60/4oz cs 13007: Cherry Limeade March Menu Elementary			CS	450					
40	44555	Cool Tropics fruit slushy, 60/4oz cs 16001: Tropical Trio April Menu Elementary			CS	450					
41	44553	Cool Tropics fruit slushy, 60/4oz cs 13006: Sour Apple February Menu Elementary			CS	450					
42	34440 (S)	CORN DOGS, WG-RF-RS, CHICKEN, INDIVIDUALLY WRAPPED, CN LABEL, 96/4 OZ., 24 LB./CS	2115943	Foster Farm #94124	CS	800					
43	35430 (S)	CORN DOGS, WG-RF-RS, FROZEN, CHICKEN, 72/4 OZ./CS., CN LABELED. BULK, 18 LB./CS.	1604289	Foster Farms #95150	CS	5,500					
44	Catering 55005	CRACKER ASST MEDLEY SLEEVES 25 CT./4.64 OZ. SLEEVES	4730883	Keebler 37739	CS	65					
45		Delta Chili seasoning mix, 50lb/cs, (Hi-West item #10-4387-1-50)			cs	20					
46	Catering 36030	DESSERT BAR, CARMEL APPLE GRANNIE, 4/3.7 LB.	6596753	Sweet Street 0298	CS	50					
47	Catering 36040	DESSERT BAR, LUSCIOUS LEMON SQUARES, 4/2.6 LB.	6596787	Sweet Street 0145	CS	55					
48	Catering 55114 (S)	DOUGH CINNAMON ROLLS, 60/6.5 OZ.	1495878	Pillsbury MPC# 205353	CS	30					

SPECIFICATIONS/ITEM LIST

Frozen/Misc. Foods

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BID Line No.	District Item	ITEM / DESCRIPTION	Current Vendor Code: (Sysco)	Manuf. Brand & Code # OR EQUAL	UNIT	EST. ANNUAL USAGE	Brand Name, Item # & Pack Size Bid	U.S.A. Product Yes/No* & Weight ___%	Vendor Item #	UNIT PRICE	EXTENDED COST
49	Catering 36230 (S)	DOUGH DANISH MINI SELECTION 120/1.5 OZ.	2437176	SchultD MPC# 80531	CS	140					
50	Catering 36300 36280 36290 (S)	DOUGH, SCONE, 40 /10 OZ., FLAVORS INCLUDE: CRANBERRY ORANGE BLUEBERRY CINNAMON	5564481 5565686 5564477	Rich's 05419 05416 05417	CS	75					
51	Catering 55011	DRESSING 1000 ISLAND PACKET 100/2.6 OZ. PACKET	4593455	Newman's Own 47045-SYS	CS	10					
52	Catering 27790	DRESSING BLUE CHEESE PACKET 100/1.5 OZ.	5823455	Newman's Own 14347-SYS	CS	10					
53	Catering 4593422	DRESSING ITALIAN FAM REC PKT 100/1.5 OZ.	4593422	Newman's Own 47042-SYS	CS	5					
54	Catering 55097	DRESSING SESAME GNDR LIGHT PKT 100/1.5 OZ.	4154373	Newman's Own 15720-SYS	CS	15					
55	55099	DRESSING, BALSAMIC VINGRT PKT., 100/1.5 OZ./CS.	4593224	Newman's Own	CS	20					
56	55112	DRESSING, CRMY CEASAR PKT., 100/1.5 OZ./CS.	4593554	Newman's Own	CS	15					
57	55098	DRESSING, HONEY MUSTARD PKT., 100/1.5 OZ./CS.	4593489	Newman's Own	CS	15					
58	55111	DRESSING, ITALIAN LITE PKT., 100/1.5 OZ./CS.	4593059	Newman's Own	CS	15					

SPECIFICATIONS/ITEM LIST

Frozen/Misc. Foods

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BID Line No.	District Item	ITEM / DESCRIPTION	Current Vendor Code: (Sysco)	Manuf. Brand & Code # OR EQUAL	UNIT	EST. ANNUAL USAGE	Brand Name, Item # & Pack Size Bid	U.S.A. Product Yes/No* & Weight ___%	Vendor Item #	UNIT PRICE	EXTENDED COST
59		Dressing, Ranch Lite, Individual Packages, 1oz, 160/cs (Ventura Foods #14374)			cs	5000					
60	55109	DRESSING, RANCH PKT., 100/1.5 OZ./CS.	4593497	Newman's Own	CS	15					
61	Catering 55183	DRINK MIX LEMONAID 12/24 OZ.	4138632	SaharaB MPC#50547	CS	45					
62	Catering 55001	EGG HARDBOILED WHL PLD, 4/5 LB. BAG. (227 CT.)	4603714	Golden Oval MPC# 723004	CS	50					
63	Catering 34124	EGG ROLL, APPETIZER, VEG., 200/1 OZ.	9824806	Jade Mt MPC# 52242	CS	55					
64	31445	El Monterey Chicken Soft Taco, 45/5.12oz cs Manufacturer #41422			CS	1050					
65	Catering 55575	ENCHILADA, CHICKEN, 60/3 OZ.	2591683	Casasol	CS	10					
66	33352 (S)	ENGLISH MUFFIN, WG, 12/12 PACK (144/CS.)	3076393	Sky Blue WGEM144	CS	1,350					
67	35469 35463 (S)	FISH, NUGGETS, 40/3 OZ./CS.	3130711	Spirited Foods SFO2011	CS	3,500					
68	Catering 35458 (S)	FISH, SQUARE, 44/3.6 OZ./CS.	1162997	Spirited Foods SFO3011	CS	50					

SPECIFICATIONS/ITEM LIST

Frozen/Misc. Foods

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69	35500 (S)	FRANKS, 100% BEEF, 8 X 1, 6", 10# CASE, 80/CS	2431201	Nathan's 97110	CS	4,500					
70	34931	FRENCH TOAST STICKS, WHOLE GRAIN, 12/2 LB./CS.		SysImp #92101 6/1.5#	CS	1,200					
71	31950	FRUIT CUP, PEACH, FROZEN, 96/4.4 OZ. This product ordered when out of commodity.	2970077	Wawona Foods MPC# 5950	CS	450					
72	31955 (S)	FRUIT CUP, STRAWBERRY, FROZEN, 96/4.5 OZ. This product ordered when out of commodity.	5865243	Wawona Foods MPC# 59681	CS	485					
73	Catering 28490 (S)	GRAVY MIX CNTRY ZTF, 6/24 OZ.	34724	SYS IMP MPC# 92104	CS	15					
74	Catering 55680 (S)	HAM, SLICED, HONEY WATER ADDED FRESH 4/2.5 LB.	8286429	BBRLCLS MPC# HHN850SLB	CS	100					
75		Happy Birthday cookie, IW, 160/ 0.90oz, January menu		Kids Kookie Company	cs	175					
76		Holiday wreath cookie, IW, 168/ 0.70oz, December menu		Kids Kookie Company	cs	170					
77		Jack O Lattern Holiday cookie, bulk, 160/0.70 oz- October menu		Kids Kookie Company	cs	175					
78	Catering 44185	JUICE, APPLE 100%, 4/128 OZ.	1197958	Treetop MPC# 103798	CS	130					

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79		JUICE, CONT. REGULATORY FEE, CALIFORNIA REDEMPTON VALUE (CRV) AS REQUIRED FOR ABOVE.	above		CS	130					
80	30123 30127 30137 30147 (S)	JUICE, CANS, 100%, CARBONATED, 24/8.3 OZ./CS., ALL VARIETIES. (FOR USE BY HIGH SCHOOLS ONLY.) Apple 30147 (Middle & High Schools) Black Cherry 30123 Kiwi Berry 30137 Strawberry Watermelon 30127	0307670 6972760 6972618 6972820	Switch (4 flavors as listed are only varieties currently available from Sysco.)	CS	2,500					
81		JUICE, CANS, REGULATORY FEE, CALIFORNIA REDEMPTON VALUE (CRV) AS REQUIRED FOR ABOVE.	above		CS	2,500					
82	Catering 30150	JUICE, CRNBRY CKTL, 8/60 OZ.	5388798	Ocean Spray MPC# 20097	CS	150					
83		JUICE, CONT. REGULATORY FEE, CALIFORNIA REDEMPTON VALUE (CRV) AS REQUIRED FOR ABOVE.	above		CS	150					
84		Ketchup Honey seasoning mix, 25lb/cs, (Hi-west item #32-2564-1-44)			cs	80					
85	Catering 55720 (S)	LASAGNA ENTRÉE, MEAT, 4/6 LB.	1013986	Stouffer 13800 30321	CS	75					
86	Catering 55730 (S)	LASAGNA ENTRÉE, VEGETABLE, 4/6 LB.	1013978	Stoufer 13800 30322	CS	50					
87	25292	MINH fried rice, 6/5lb bags			CS	250					

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Frozen/Misc. Foods

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88	Catering 55840	MUFFIN, ASSORTED, BRAN/BAN/BLUE 96/2.12 OZ.	8914012	BKRSIMP MPC# BKCH 8914012	CS	150					
89	34973 (S)	PANCAKE SAUSAGE, "BREAKFAST STICKS" IW, CN LABEL, WG, 48/2.51 OZ.	4392886	Jimmy Dean 19008	CS	4,000					
90	Catering 55132	PANCAKE, BUTTERMILK, 5.25", 33/4 CT. BAG, 2 OZ. EACH.		BKRSCLS, #5614 144/1.58 oz., 4 5/8"	CS	74					
91	34983 (S)	PANCAKES, MINI MAPLE BURST*N, WG, IW, 72/3.53 OZ.	4386712	Pillsbury 132259	CS	2,500					
92	34987 (S)	PANCAKES, MINI STRAWBERRY SPLASH, WG, IW, 72/3.53 OZ.	4386724	Pillsbury 132261	CS	2,500					
93		Pasta Macaroni Elbow, Arrezio, 2/10lb cs, (Sysco #5204544)			cs	300					
94		Pasta Penne Rigate HVY Wall, Labella, 2/10lb cs, (Sysco #4560967)			cs	600					
95		Pasta Rotini Plain, Arezzio, 2/10lb cs, (Sysco #5204569)			cs	600					
96		Pasta Shell Med, Labella, 2/10lb cs, (Sysco #4786943)			cs	400					
97	Catering 55880 (S)	PASTRAMI, SLICED, 4/2.5 LB.	2943421	Block & Barrel PFF220 SLB	CS	225					

SPECIFICATIONS/ITEM LIST

Frozen/Misc. Foods

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98	36530 (S)	PEAS, 30#/CS. FROZEN, GRADE A. This product ordered when out of commodity.	3608353	Sysco Cls. MPC# V5367	CS	100					
99	Catering 36485	PIE, APPLE LATTIC., T&S, 10", 6/38 OZ.	9786617	SYS CLS MPC# 7233	CS	20					
100	Catering 55970	POTATO RED DICED CKD .75", 2/10 LB BAGS	6436802	Farmfresh MPC# 71210	CS	300					
101	Catering 55818	POTSTICKER, APPETIZER, CHICKEN, 120/1 OZ.	6838916	Jade Mt MPC# 56201	CS	75					
102	Catering 34500	QUICHE, PETITE APPETIZER ASSORTED, 1/100 CT. MINI	6985683	Sysco Imperial	CS	15					
103	Catering 27590	RICE PILAF ORIGINAL, 6/36 OZ.	4032975	Uncle Ben's MPC #3409	CS	50					
104	Catering 55244	RICE, SPANISH, 6/36 OZ. BOX.	5627161	Uncle Ben's MPC 3008	CS	40					
105	Catering 35000	ROLL, DINNER, BAKE & SERVE, 75/1.5 OZ./CS	5459821	Bridgeford #6650	CS	30					
106	31463	Ruiz Maple egg/sausage Tornado, 25lb cs Manufacturer #86830			CS	1050					
107	31465	Ruiz Southwest Chicken Tornado, 25lb cs Manufacturer #86747			CS	1050					

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108	Catering 56033	SALSA FRESH MOLCAJETE ROJA 3/4 LB. BAGS	3452393	DELREAL 504-5	CS	110					
109	Catering 55118 (S)	SAUSAGE PORK LNK A/C CKD NAT 100/1.6 OZ	1687631	Jones D MPC# 18604	CS	350					
110	34580 (S)	SAUSAGE ROLLS, 176/2 OZ./CS., WG, CN LABELED, DOUBLE B FOODS MEETS 1 BREAD AND 1 MEAT EQUIVALENT. Adj. usage from 1,550 to 704 due to case size change.		Tasty Brands #64012 Same Item	CS	950					
111		SLUSHY JUICE, 100% CONCENTRATE, ASSORTED FLAVORS, 5 PARTS WATER/1 PART CONCENTRATE, 6/64 OZ JUGS./CS. NO ADDED SUGAR, NO FAT, NO CHOLESTEROL. 100% RDA VIT. C, 10% RDA VIT. A & D. SLUSH MACHINES TO BE PROVIDED WITH 4 CS./MO. MINIMUM ORDER, DISPENSED FROZEN (OR SERVED COLD), SHELF STABLE AS CONCENTRATE/STORE DRY		JUICE ALIVE CODES 1001, 1002, 1003, 1006, 1008, 1009, 1010, 1011, 1013, 1014, 1015, 1016, 1017, 1022, 1023, 1025, 1026, 1028, 1031, 1034, 1037, 4001, 4002, 4003, 4005, 4006	CS	520					
112		Smart Educational Snacks, cracker WG, Presidents, 0.88oz/ ea, 120ct		Dick & Jane Company	cs	250					
113		Smart Educational Snacks, cracker WG, State Capitals, 0.88oz/ ea, 120ct		Dick & Jane Company	cs	250					

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114	Catering 51038	SNACK TRAIL MIX, 3/2 LB. BAGS	9330663	Sysco Classic	CS	20					
115	51514	SNACK, CHEETOS REDUCED FAT PUFFS, 72/.7 OZ./CS.	2255848	Frito Lay 21910	CS	200					
116	28005 (S)	SNACK, DORITOS RF COOL RANCH FLAVORED TORTILLA CHIPS 72/1 OZ./CS.	5073130	Frito Lay 36096	CS	200					
117	28003 (S)	SNACK, DORITOS RF NACHO CHEESE FLAVORED TORTILLA CHIPS, 72/1 OZ. CS.	6626774	Frito Lay 31748	CS	350					
118	55206	SNACK, POPCORN, WHITE CHEDDAR, SMARTFOOD DELIGHT, 72/.5 OZ./CS.	2734842	Frito Lay 25566	CS	200					
119	51433	SNACK, SUNCHIPS SNACK MIX, HARVEST CHEDDAR,104/1 OZ./CS.	5527361	Frito Lay 11152	CS	200					
120	34590 (S)	SOUP, BROCCOLI CHS CONC, 4/4 LB/CS	2880615	BBRLCLS 158450	CS	85					
121	34630 (S)	SOUP, CHICKEN NOODLE, 4/4 LB/CS	1978022	BBRLCLS 158550	CS	75					
122	34670 (S)	SOUP, CHOWDER CLAM BOSTON, 4/4 LB/CS	1977503	BBRLCLS 158400	CS	35					
123	34680 (S)	SOUP, CHOWDER CORN PILGRIM, 4/4 LB/CS	1977545	BBRLCLS 158440	CS	35					

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124	34690 (S)	SOUP, CREAM OF POTATO, 4/4 LB/CS	6215768	BBRLCLS 157210	CS	65					
125	34710 (S)	SOUP, ITALIAN WEDDING W/MTB LS, 4/4 LB/CS	2880763	BBRLCLS 158510	CS	85					
126	34730 (S)	SOUP, MINESTRONE, 4/4 LB/CS	1978287	BBRLCLS 158640	CS	50					
127	Catering 34713 (S)	SOUP, TOMATO LENTIL MASALA, 4/4 LB. BAGS	3828191	CULICOL MPC# 78001484	CS	20					
128	34810 (S)	SOUP, VEGETABLE CNTRY W/BEEF, 4/4 LB/CS	2880789	BBRLCLS 158910	CS	25					
129		Spaghetti SCE low salt, 44lb/cs, (Hi-west item #42-2571-1-44)			cs	84					
130	32870	Spaghetti, short cut (regular) Marzetti Pasta			CS	500					
131		St Patty's Day Shamrock cookie, IW, 152/ 0.70oz, March menu		Kids Kookie Company	cs	180					
132	32051	Strawberry WHL 4x1 W/STAB, 30lb cs Sysco #8560377			CS	1050					
133	28390	Syrup breakfast sugar free, Smucker, 100/1.1oz cs Sysco #5932280			CS	1000					

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134	Catering 34880 (S)	TAMALES, BEEF, WITH HUSK, 60/5 OZ.	4704516	Ruiz 50539	CS	50					
135	Catering 34890 (S)	TAMALES, CHICKEN, WITH HUSK, 60/ 5 OZ.	4705141	Ruiz 50757	CS	50					
136	Catering 55230	TAQUITO, APPETIZER, CHICKEN, MIN. 4/4 LB.	3333341	Casa Sol	CS	25					
137	36520	Tasty Brands onion rings, WG, 6/5lbs, cs to be used for secondary monthly special May 2020 delivered no later than April 10, 2020			CS	200					
138		Temales, Beef, with Husks, 60/5oz cs			cs	150					
139		Temales, Cheese n Green Chile, with Husks, 60/5oz cs			cs	150					
140		Temales, Chicken, with Husks, 60/5oz cs			cs	150					
141	Catering 56220 (S)	TURKEY BRST O/R SLICED 6/2.5 LB.	2024842	Foster Farms MPC# 6807	CS	105					
142		Turkey spice cookie, IW, 160/ 1.00 oz, November menu		Kids Kookie Company	cs	175					
143	32223 (S)	TURKEY, FROZEN, GROUND, 4/5 LB/CS This product ordered when out of commodity.	7268279	SysCls #66942	CS	2,500					

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144		Ultimate Reduced fat 1.5 oz, Carnival Dough, 51% WG, frozen dough, 168/1.5oz per case		Michael's Cookies	cs	330					
145		Ultimate Reduced fat 1.5 oz, Chocolate Chip dough, 51% WG, frozen dough, 168/1.5oz per case		Michael's Cookies	cs	330					
146		Ultimate Reduced fat 1.5 oz, Double Chocolate Chip, 51% WG, frozen dough, 168/1.5oz per case		Michael's Cookies	cs	330					
147		Ultimate Reduced fat 1.5 oz, White Chocolate Chip Dough, 51% WG, frozen dough, 168/1.5oz per case		Michael's Cookies	cs	330					
148		Valentine cookie, IW, 160/0.70oz, February menu		Kids Kookie Company	cs	175					
149		Veg Chow Mein, 6/5.8lb cs, Asian Food Solutions			cs	200					
150		Veggie Pattie, 72/3.2oz cs, Don Lee Farms, (CN10325)			cs	50					
151	35070 (S)	WAFFLE, BELGIUM, 72/2.4 OZ., WG	3081397	Krusteaz 80483	CS	500					
152		Waffles Maple, 144/1.4oz cs, Bake Crafters 1556			cs	400					
153	33507 (S)	WAFFLES, BLUEBERRY, WG, 72/2.47 OZ./CS. MINI	2173379	Pillsby 132264000	CS	400					

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154	33506 (S)	WAFFLES, CINNAMON, WG, , 72/2.65 OZ./CS. MINI	2093641	Eggo 3800092313	CS	500					
155	35085 (S)	WAFFLES, MAPLE, WG, 72/2.47 OZ./CS. MINI Also available option: Eggo 3800092315, 72/2.65 oz., Sysco Code 2093650	2173365	Pillsby 132265000	CS	1,300					
156	Catering 44738	YOGURT, GREEK 100, PEACH 12/5.3 OZ.	1792906	Yoplait MPC# 43333	CS	100					
157	Catering 44718	YOGURT, GREEK, BLUEBERRY BLENDED, 12/5.3 OZ.	2242743	Yoplait MPC# 45916	CS	100					
158	Catering 44723	YOGURT, GREEK, STRAWBERRY RSBRY BLENDED, 12/5.3 OZ.	2242750	Yoplait MPC# 45915	CS	100					
159	Catering 44701	YOGURT, GREEK, VANILLA, 12/5.3 OZ.	2242768	Yoplait MPC# 45913	CS	100					
160	Catering 44724	YOGURT, PARFAIT POUCH, STRAWBERRY, 6/4 LB.	6472413	Yoplait 16631	CS	5					
161	Catering 44728	YOGURT, PARFAIT POUCH, VANILLA, 6/4 LB.	6472502	Yoplait 16632	CS	5					

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162		ADDITIONAL FROZEN/MISC. ITEMS THAT MAY BE ADDED TO THIS BID. Cost plus fixed fee is figured as <i>Vendor's actual item COST + Vendor's maximum FEE (actual fee charged may be less, but not more) = UNIT PRICE to District.</i> (Per SUPPLEMENTAL TERMS & CONDITIONS, 6.)		Note: PO change order required for any additional items or changes.	CS						
TOTAL:											

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
(Title) (Bidder)

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

Signature: _____

Typed or Printed Name: _____

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
 0348-0046

1. Type of Federal Action: a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance <input style="float: right; width: 20px; height: 15px;" type="checkbox"/>	2. Status of Federal Action: a. Bid/Offer/Application b. Initial Award c. Post-Award <input style="float: right; width: 20px; height: 15px;" type="checkbox"/>	3. Report Type: a. Initial filing b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____ <input style="float: right; width: 20px; height: 15px;" type="checkbox"/>
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> I. Subawardee <input type="checkbox"/> Tier, if known Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	c. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:	
	Print Name:	
	Title:	
	Telephone No: ()	Date:
FEDERAL USE ONLY:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 CFR Part 3017, Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 CFR Part 3017.200:

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

Contractor/Company Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date

Form AD-1047 (1/92)

Fingerprint and Criminal Background Check Certification
In accordance with Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement dated _____, between the **San Bernardino City Unified School District "DISTRICT"** and the individual, company, or contractor named _____ "VENDOR," for provision of _____ services,

Please check all appropriate boxes, complete, and sign below:

REQUIREMENTS MET:

- A) The VENDOR hereby certifies to the DISTRICT's governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).**

1. List below, or attach, all employee names that will provide services to the District as part of the agreement AND have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

2. List the process by which DOJ clearance was obtained (i.e., fingerprinting svcs., livescan, etc.):

3. List the date results were obtained: _____

4. List the name of the person who received the results: _____

5. List the location of records to evidence/verify the above: _____

NO SERVICES ARE TO BE PROVIDED UNTIL THE REQUIRED INFORMATION IS RECEIVED, APPROVED BY THE DISTRICT, AND A P.O. ISSUED.

~~OR~~

REQUEST FOR WAIVER:

- B) The VENDOR requests a waiver of the Department of Justice(DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.**

The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)

The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas, whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1(c)]

The VENDOR and its employees WILL HAVE OTHER THAN LIMITED CONTACT with pupils but will assure that ONE(1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2(a)]

-- Check all methods to be used:

1) Installation of a physical barrier at the worksite to limit contact with pupils

2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ

3) Surveillance of employees of the VENDOR by school personnel

The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable" [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR's sole responsibility to maintain, update and provide the District with current "Fingerprint and Criminal Background Check Certification", along with the employee list, throughout the duration of VENDOR provided services.

 Authorized VENDOR Signature Printed Name Title Date

BOTH DISTRICT APPROVALS SHOWN BELOW ARE REQUIRED:

Office use only	WAIVER REQUEST: APPROVED--- <input type="checkbox"/> DENIED--- <input type="checkbox"/> By: _____ Date _____ Authorized District Agent
	WAIVER REQUEST: APPROVED--- <input type="checkbox"/> DENIED--- <input type="checkbox"/> By: _____ Date _____ Authorized District Agent

INSTRUCTIONS FOR COMPLETING, EXECUTING AND SUBMITTING
EVIDENCE OF INSURANCE TO
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
(Hereinafter referred to as District)

Insured _____ Date _____
(Contractor, Lessee, etc.)
Contract/Reference No. _____

A. INSURED

1. In order to reduce problems and time delays in providing evidence of insurance to the District, you are requested to give your insurance agent or broker a copy of the Insurance Requirements Sheet (attached) along with these instructions/endorsement forms for completing, executing, and submitting evidence of insurance.
2. If the agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State authorizing self-insurance for Workers' Compensation shall meet the requirements for Workers' Compensation insurance covering activities within the State of California.
3. All questions relating to insurance should be directed to the department or person responsible for your contract, lease, permit, or other agreement as noted in B12 of this form.

B. INSURANCE AGENT OR BROKER

1. Certificates of Insurance are required by the District in those areas indicated.
2. The appropriate Endorsement Form shall be used where required. No changes in the terms or conditions of the Endorsement Forms will be permitted.
3. The coverages and limits for each type of insurance are specified on the insurance requirements sheet.
4. You shall have an authorized representative of the underwriting insurance Company sign the completed endorsement form and transmit the forms to the District. Signatures must be originals as we will not accept facsimile (rubber stamp, photocopy, etc.) or initialed signatures.
5. The "General description of agreement(s) and/or activity(s) insured" shall include reference to the activity and /or to either the specific contract number, lease number, permit number or construction approval number.

6. Endorsements to excess policies will be required when primary insurance is insufficient in complying with the requirements.
7. If there is insufficient space on the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., a separate sheet may be attached.
8. When additional sheets are attached, change the number of pages at the bottom of the form.
9. Improperly completed Endorsements will be returned to your insured for correction by an authorized representative of the insurance company.
10. DELAY IN SUBMITTING PROPERLY COMPLETED ENDORSEMENT FORMS MAY DELAY YOUR INSURED INTENDED OCCUPANCY OR OPERATION UNDER AGREEMENT WITH THE DISTRICT.
11. For extensions or renewals of insurance policies which have our Endorsement Form(s) attached, we will accept a copy of the endorsement (with an original signature) to extend the period of coverage as evidence of continued coverage.
12. Completed Endorsement(s) and questions relating to the required insurance are to be directed to:

NUTRITION SERVICES DEPARTMENT,
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
ATTN: PURCHASING OFFICE
1257 NORTH PARK BOULEVARD
SAN BERNARDINO, CA 92407

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
INSURANCE REQUIREMENTS

Insured _____
 (Contractor, Lessee, etc.)

Contract/Reference No. _____

The following coverages noted on the left with an "X" are required (Certificate of Endorsement) with the Combined Single Limits (CSL) as noted on the right. Comparable split limits may be accepted.

<u>Cert./End.</u>		<u>Minimum Combined Single Limits</u>
<u> X / X </u>	Workers' Compensation	Insured - <u>Statutory</u> Self Insured - <u>\$5,000,000</u>
<u> / </u>	Employers Liability	<u>\$1,000,000</u>
()	Broad Form All States Endorsement	
()	Longshoremen's and Harbor Workers' Compensation Act Endorsement	
()	_____	
<u> X / X </u>	Comprehensive General Liability	<u>\$1,000,000</u>
()	Premises and Operations	() Explosion Hazard
()	Contractual Liability	() Collapse Hazard
()	Independent Contractors	() Underground Hazard
()	Products/Completed Operations	() Garagekeepers Legal Liab.
()	Broad Form Property Damage	() Hangar Keepers Legal Liab.
()	Personal Injury	() Owned Automobiles
()	Broad Form Liab. Endorsement	() Nonowned Automobiles
()	Fire Legal Liability	() Hired Automobiles
()	Watercraft Liability	
()	Incidental Medical Malpractice	() _____
<u> X / X </u>	Automobile Liability (if not included in General Liability coverage checked above)	<u>\$1,000,000</u>
<u> / </u>	Aviation/Airport Liability (including appropriate General Liability coverage checked above)	\$ _____
<u> / </u>	Professional Liability	\$ _____

<u>Cert./End.</u>	<u>Minimum Combined Single Limits</u>
<u> </u> / <u> </u> Property Insurance _____	\$ _____
<input type="checkbox"/> Extended Coverage	<input type="checkbox"/> Debris Removal
<input type="checkbox"/> Vandalism & Malicious Mischief	<input type="checkbox"/> Sprinkler Leakage
<input type="checkbox"/> Flood	<input type="checkbox"/> All Risk
<input type="checkbox"/> Earthquake \$ _____	<input type="checkbox"/> Other
<u> </u> / <u> </u> Fine Arts Property Insurance including appropriate Property coverage checked above	\$ _____
<u> </u> / <u> </u> Aircraft Liability (Bodily injury and property damage)	\$ _____
<u> </u> / <u> </u> Ocean Marine	\$ _____
<input type="checkbox"/> Protection & Indemnity	<input type="checkbox"/> Cargo
<input type="checkbox"/> Charter's Legal Liability	<input type="checkbox"/> Jones Act
<u> </u> / <u> </u> Fire Legal Liability	\$ _____

San Bernardino City Unified School District
GENERAL LIABILITY
ADDITIONAL INSURED ENDORSEMENT

Named Insured and Address _____

 (General Description of Agreement(s) and/or Activity(s) Insured)

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. San Bernardino City Unified School District, its departments, officers, agents and employees are insured thereunder in relation to those operations, uses, occupations, acts, and activities described generally above with regard to operations performed by or on behalf of the named insured.
2. Such insurance shall be primary, and not contributing with any other insurance maintained by _____(insured).
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to the San Bernardino City Unified School District by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

ADDRESS CANCELLATION NOTICE TO : and/or ISSUE ENDORSEMENT TO:

Nutrition Services Dept., Attn: Buyer
 San Bernardino City Unified School District
 1257 Northpark Boulevard
 San Bernardino, CA 92407

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No.	Effective Date	Policy No.
Type Of Coverage To Which This Endorsement Attaches	Policy Period From To	Limits of Liability

Scheduled items or locations are to be identified on an attached sheet.

The following inclusions, exclusions, extensions or specific provisions relate to the above coverage. Aggregate limits and separate deductibles, if applicable, are to be noted after the stated coverage. (Attach additional pages if space is insufficient).

INCLUDES:

- | | |
|--|--|
| <input type="checkbox"/> Premises & Operations | <input type="checkbox"/> Incidental Medical Malpractice |
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Independent Contractors | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Underground Hazard |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Garagekeepers Legal Liability
(Primary) \$ _____ |
| <input type="checkbox"/> Personal Injury | <input type="checkbox"/> Owned Automobiles |
| <input type="checkbox"/> Broad Form Liab. Endorsement | <input type="checkbox"/> Nonowned Automobiles |
| <input type="checkbox"/> Fire Legal Liability | <input type="checkbox"/> Hired Automobiles |
| <input type="checkbox"/> Watercraft Liability | <input checked="" type="checkbox"/> <u>Automobile Liability</u> |

EXCLUDES:

DEDUCTIBLE:

A deductible or self-insured retention (strike out one) of \$ _____ applies to _____ coverage.

DEDUCTIBLE APPLIES PER CLAIM (), PER OCCURRENCE ().

INSURANCE COMPANY
ADDRESS: _____

I, _____, (type or print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative
(Original Signature only; No facsimile
signature or initialed signature accepted)

Executed at _____, _____ on _____, _____

Phone No.: () _____

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

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

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
Nutrition Services
1257 Northpark Blvd.
San Bernardino, CA 92407
(909) 881-8000

Bid No.: _____
Date of Bid Opening: _____

“NO BID” RESPONSE FORM

IF SUBMITTING A BID FOR THE PRODUCTS AND/OR SERVICES SPECIFIED HEREIN, PLEASE DISREGARD THIS FORM.

The NUTRITION SERVICES of the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT makes every effort to procure food products, supplies, equipment and services at the lowest prices possible, while maintaining the quality and standards required by our schools.

In an effort to achieve this goal we seek competitive price quotes from as many qualified vendors as possible. However, the preparation and mailing of bid packages is time consuming and expensive. In instances where the vendor fails to respond, the preparation and mailing of the bid package represents an unnecessary expense to the District. Feedback from the vendor is also encouraged so that any reasons for not submitting a bid may be evaluated with the intention of improving future solicitations for this commodity or service in the hopes of encouraging and expanding the field of competition.

All vendors who respond with a “No Bid” response are requested to provide the information requested below and return this form in time for the bid opening. FAILURE OF NON-BIDDERS TO RETURN THIS COMPLETED FORM MAY RESULT IN THEIR BEING DROPPED FROM OUR BIDDER’S LIST FOR THE PRODUCTS AND/OR SERVICES SPECIFIED BELOW.

REASONS FOR NOT RETURNING A BID AT THIS TIME: (Attach additional page if necessary)

DO YOU WISH TO RECEIVE BIDS FOR THIS PARTICULAR PRODUCT OR SERVICE IN THE FUTURE? ___Yes ___No

VENDOR’S INFORMATION:

NAME: _____

ADDRESS: _____

SIGNED: _____ TITLE: _____

DATE: _____ PHONE: _____ FAX: _____

E-MAIL: _____

BID TITLE: _____