

REQUEST FOR BID FORM

Submit bid to: ***Nutrition Services Department***

Sealed Bid: #NSB 2019/20-5 Delivery Trucks; due by 11:00 a.m. on: **Feb. 20, 2020**

San Bernardino City Unified School District (SBCUSD)

1257 Northpark Boulevard

San Bernardino, CA 92407

Phone: 909/881-8000

TO: VENDOR

BID #NSB 2019/20-5

Item: DELIVERY TRUCKS

Date mailed: **Jan. 30, 2020**

This bid **MUST** be received on or BEFORE: **11:00 a.m. on: February 20, 2020**

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 DELIVERY TRUCKS, under Bid #NSB 2019/20-5, in accordance with the attached conditions and specifications. This bid must be received on or before 11:00 a.m. on Thursday, February 20, 2020.

Enclosed is the required form for Bid #NSB 2019/20-5. 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 bidding process.

Bid form compiled by:

Lisa Falcone, Admin. Analyst



Jason Evylnn, Assistant Director



Adriane Robles, Director

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DELIVERY TRUCKS

Bid No. NSB 2019/20-5

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Attachments:

Non-Collusion Declaration (1 page)
Debarment/Lobbying Forms (3 pages)
Insurance Forms (6 pages)
No Bid Response Form (1 page)

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received in the Nutrition Services Department of San Bernardino City Unified School District, 1257 Northpark Boulevard, San Bernardino, California, 92407, on or before 11:00 a.m., on Thursday, Feb. 20, 2020, for Delivery Trucks, under Bid No. NSB 2019/20-5.

Bid documents required for bidding may be secured at the above department or website <http://sbcusdnutritionservices.org> (under Bids/Proposals.) 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 Jan. 30 and Feb. 6, 2020.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

By: Lisa Falcone, Admin. Analyst, Nutrition Services Department

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, California, 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 by a responsible officer or employee and with the firm name.
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 initialed in ink by person signing bid. Verify your bids before submission.
4. **ACCEPTANCE:** Bid on each item separately. Prices shall be stated in units specified. 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 or in the bidding; and to accept or reject any items in the bid. No bidder 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 bidder may offer any material or products which shall be substantially equal to that so indicated or specifically provided; however, the bidder 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 **before closing time of bid**.
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. All equipment shall be new unless otherwise specified.
8. **SAMPLES AND TESTING:** Samples of items, when required and reasonably available, shall be made available for viewing/inspection free of expense to the District, and may be compared against material delivered by the successful bidder. 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 or delivered product does not comply with the specifications, the cost of 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 bidder 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 composition, secret process, patented invention, article, or appliance, furnished or used, under this bid.
10. **DELIVERY:** It is understood that the bidder agrees to deliver prepaid all items on which bids are accepted to the address indicated on this bid form. All costs for delivery, drayage, freight or the packing of said articles are to be borne by the bidder.
11. **SALES TAX:** (A) Include California State and applicable sales taxes in bid in space provided. (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 complete the No Bid Response Form provided to state the reason and 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 bidders 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 awards made by the Board of Education shall not become binding upon the School District until communication in writing to the successful bidder.
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. All electrical devices must be supplied with 3 wire grounded cords.
18. **EQUAL OPPORTUNITY:** The bidder shall certify 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. Per 2 CFR Pt. 200, App. II C, the Equal Opportunity Clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference and shall be considered part of this bid and by submitting bid response, vendors certify compliance thereto.

SUPPLEMENTAL BID CONDITIONS

1. **Read Carefully:** Bidders 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 bidder's risk. **Each bidder 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. **Nonconforming or qualified bids (such as stipulation of minimum order, date specific pricing, delivery requirements, and/or failing to meet specifications) 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 Nutrition Services Purchasing staff only, Phone: 909/881-8000, prior to the bid opening.

2. **Award:** Bids must be submitted on the District bid form. Total net bid price will include trade-in allowance. Award will be made to the lowest responsive bid and responsible bidder, meeting all the terms and qualifications of the specifications and bid documents. The District will be the sole judge of the merits and qualifications of the commercial truck with its components. 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 or removal of a non-critical item that has clearly 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, bid, award process, or previous purchase order/contract may not be waived in evaluation of and resulting compliance with 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 best interest of the Nutrition Services Department.**

A purchase order may be issued to the successful vendor 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 four weeks before the scheduled meeting date.

Award by Purchase Order Contract. A signed and submitted bid constitutes an offer to contract with the District to provide the goods and/or perform the services specified in this bid, thus eliminating the need for the formal signing of a separate contract. A bid does not become a contract unless and until it is accepted by the District after approval by the Board and an authorized Purchase Order is awarded. The District does not sign vendor contract forms, quotations, or other. In the event that the District awards to a vendor and vendor requests changes to the District standard bid contract form, the District reserves the right to cancel the award and re-award the bid to an alternate vendor.

3. **Specifications:** Specifications are minimal requirements to be met or exceeded. Vendors may propose any component/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. Equivalent commercial truck with its components may be accepted as long as the vendor provides documentation and substantiation (by providing descriptive literature within the bid or sample(s) or by other means) ensuring that the product meets the specifications of this bid and District requirements. **NOTE: GASOLINE ONLY engine specified. Only gasoline fuel available at Nutrition Services location; gasoline in accordance with Air Quality Management District Rule 1196 requirements for public fleets.** On the bid form specification pages provided, **bidder shall place a check mark in the ☐ box next to each specification that is met. If the specification is not met exactly as stated, do not check the box, and clearly note the difference(s).** Any exceptions must be clearly noted on the specification forms.

Vehicles shall be **NEW** (not to exceed 500 miles and/or 8 hours) at time of delivery. All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank. Vehicles shall be a current, manufacturer advertised model of the latest design; **equipped with standard components** identified in the manufacturer specifications whether or not specifically requested herein. It is the intent to describe the vehicle in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned which are necessary to provide a complete vehicle shall be included within the bid and shall conform in strength and quality of workmanship to what is usually provided in the trade in general. The specifications herein shall not be construed in any way to sanction the degrading or elimination of accepted standards of engineering and craftsmanship in configuration and construction. Where applicable, each vehicle shall be equipped with all legal safety devices required for highway operation and meet all D.O.T., State of California, California Air Resources Board, Cal-OSHA, and Federal standards and requirements. Additional options and/or other than standard features/those listed on specifications sheet may

be considered if at no additional cost. District to determine if desirable, or if in the best interest of the District.

All items bid must conform to the specifications set forth in the bid documents. The vendor shall indicate the brand, model, and year bid; if none is indicated it is understood that the bidder is quoting the exact brand, model, and year specified. "Or equal" items bid shall **INCLUDE COMPLETE DESCRIPTIVE LITERATURE/SPECIFICATINS SHEETS WITHIN YOUR BID RESPONSE**. Bidder submitting an or equal item certify the items have been fully investigated and determined by the vendor to be equal or superior in all respects to the specified product and shall submit documentation/proof. *Failure to supply the "or equal" product spec sheet may result in rejection of alternate item and/or rejection of the bid as non-responsive.*

4. **Sole Judge**: The District will be the sole judge as to whether the commercial truck with its components bid are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District AND of the ability of the vendor to meet District requirements. Suitability and valuation of "equal" rests in the sole discretion of the District. The District reserves the right to waive any irregularities or informalities in any bid, and to accept or reject any item thereon.
5. **Quantity**: The total estimated requirement is the District's best estimate of the quantities that will be required for one-time purchase. Purchase is contingent upon availability of funds. The District reserves the right to buy either more or less than this quantity or delete a line item or entire bid.
6. **Unit Pricing**: Pricing shall be stated per unit. The pricing per unit shall include all costs (itemizing sales tax and required tire, weight, or other fees as separate figures as indicated on bid form) and shall be delivered F.O.B. Destination. Bid pricing shall be a maximum/not to exceed firm price and include all vendor indirect and overhead costs, including profit and ancillary expenses such as freight, pick-ups, storage costs, fees, delivery, drayage, insurance, etc. No additional shipping charges or any types of fees or surcharges are to be added later. No fuel surcharges will be accepted.
7. **Delivery Requirements**: Delivery is of the essence. Delivery shall be FOB Destination, San Bernardino City Unified School District, Maintenance and Operations Garage, 956 West "9th" Street, San Bernardino, CA 92411. A delivery appointment is required, and must be scheduled by calling 909/388-6100. Garage shall sign for receipt of vehicle only. DMV and related sales paperwork, *including weight certificate*, and any or other required transactional paperwork, to be prepared by dealer and submitted to the Nutrition Services Department for signature/execution. Vendor must call prior to schedule.

Title and registration to read:

**San Bernardino City Unified School District
777 N. F Street**

San Bernardino, CA 92410

8. Delivery Time: Time is of the essence in the performance of and compliance with each of the duties, obligations, provisions and conditions of this bid. Indicate the promised delivery time, after receipt of a purchase order, in the space provided on the bid price sheet page of this bid. If delivery time varies, submit complete information with your bid.
9. Liquidated Damages: A liquidated damages penalty of \$50.00 per day, per item, may be deducted from the invoice if delivery schedule is not adhered to unless other written arrangements are made. Failure to comply with promised delivery schedule releases the District of all obligations; in addition, the vendor may be responsible for the cost difference of purchasing items from next lowest responsible bidder meeting all District specifications and conditions. Cancellation/termination for cause applies as required for all contracts in excess of \$10,000 per 2 CFR Part 200, Appendix II (B.) Non-Performance, failure to furnish all items per the contract, 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. The vendor may be penalized by being deemed as non-responsible as may apply to future bid opportunities. The District may withhold a sufficient amount or amounts of any payment otherwise due to the vendor, as in its judgement may be necessary to cover defective items not remedied or a failure to delivery requested items and the District may apply such withheld amount(s), including short-payment for incorrect invoices, to the payment of such claims, in its discretion. Vendor may be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the vendor. Act of God is not intended for economic hardship alone due to market fluctuations, tariffs, fuel surcharges, or other market risks inherent to doing business that are *merely unfavorable to vendor by making fulfillment of bid item(s) less profitable*. Awarded vendor attempt to force higher pricing may be construed as breach, thereby impacting future bidding opportunities.
10. DMV Paperwork: Department of Motor Vehicle Registration and "E" license plates to be handled by dealer. Please note current registrations read as 'Commercial and Perm Exempt.'
11. Payment: District terms are net 30 days. An order cannot be "cleared/processed" to

our Accounting Department for payment until all products/services on an order are correctly delivered (including assembling, if applicable) and billed. Partial payments will not be made. Cash discounts that are offered with less than a 30-day time frame will not be considered for award.

12. Addendum: If it becomes necessary for the District to revise any part of this bid, an addendum will be posted and issued to all bidders on record of receiving the original bid. Each bidder is solely responsible to check posts and must include signed addendum within bid response. Bid form—electronic pdf version and addenda posts: <http://sbcusdnutritionservices.org> >“Bids/Proposals”
No other electronic forms are available at this time.
13. Warranty: Bidders are to provide a statement of warranty. The statement should include warranty for parts and labor and term covered. Vendors shall guarantee all products to be free of defects. Should any trouble develop during the warranty period due to defective materials or faulty workmanship, vendor shall furnish all labor, materials, time, and transportation to correct the trouble without cost to the District.

Warranty/Term: _____

Warranty Work – List authorized dealer/location closest to 1257 Northpark Blvd., San Bernardino, CA 92407, where warranty work can be performed:

Dealer Name	Address	City, State
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Vendor shall furnish the manufacturer's brochure along with pertinent unit specifications as an attachment to bid.

14. Piggyback Clause: Other school districts may be interested in purchasing this commercial truck with its components as specified in this bid under the same terms and conditions, in accordance with Public Contract Code Section #20118. If so, the San Bernardino City Unified School District waives its right to require such other district(s) to draw their warrants in favor of the District as provided in such Code section and such other district(s) shall work directly with the successful bidder. Sales to other districts, if any, will be made at the discretion of the successful bidder.
15. 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 bidder 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 bidder. Non-Collusion Declaration (1 page form)

enclosed shall be submitted with bid response.

16. Debarment/Lobbying Certification: Per the State of California, as a school food authority, we must require that each vendor provide 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.
17. Insurance Requirements: The successful vendor will be required to meet District insurance requirements for Comprehensive General Liability, Products Liability, Workers' Compensation, and Automobile Liability. Attached are three forms entitled Instructions 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. Documentation required includes provision of a Certificate of Insurance (COI) along with full **Endorsement documentation**. COI shall show "ADDL INSD" boxes as "X" checked off, or marked as "Y", and indicate within "DESCRIPTION OF OPERATIONS..." the following verbiage:

"Per NSB 2019/20-5 Delivery Truck bid terms; 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.
18. 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, and 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 bidder to ensure that his/her bid is received before the opening time. By signing on bid SIGNATURE PAGE, signer certifies they are an authorized representative of the vendor and that information contained in the bid response is accurate and true, and binding upon the vendor.
19. Bid 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 opening.
20. 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. Additionally, the Nutrition Services Department expressly requests NO GIFTS of any kind.

21. 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.
22. Business License Number: _____ The legal document that grants you the right to operate a business in your city. *Please include a copy within bid response.* (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/>
23. 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. Local, California-made supplies, and recycled products are preferred when available in equal price, fitness, and quality (ref. Gov. Code Sec. 4330-4334 of the State of CA.) 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. District policies, including policies governing bids/awards/protests, may be accessed via the District's website: https://sbcusd.com/school_board/board_policies/.

24. **References:** Please list references, even if you have done business with our District in the past. (Preferably other school districts that have purchased similar products from you).

<u>Reference / School District Name & Address</u>	<u>Contact Person, Title</u>	<u>E-mail address</u>	<u>Phone & FAX</u>	<u>Contract Reference Number, Effective Dates, Award Amount</u>
1.				
2.				
3.				
4.				

Reference letters may be provided in addition. *Attach/include within bid response.*

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

Name: _____ Title: _____
 Phone: _____ (Toll-free number requested.)
 FAX: _____ Cell: _____
 E-mail: _____ Website: _____

26. **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[I])." Per 2 CFR Part 200, Appendix II G-H, all responding bidders agree to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6021.)

27. 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.
28. 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 may be accessed via the District's website: https://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.)

29. Hold Harmless: To the fullest extent permitted by law, the vendor agrees to and does hereby indemnify and hold entirely 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, including any and all claims under Workers' Compensation acts and other employee benefit acts with respect to vendor's employees/subcontractors arising out of vendors work under this proposal, any act, neglect, default, or omission of the vendor 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—including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the vendors work under this bid, including injury or damage either on or off the property of the District—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 either directly or by independent contract 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 on any such claim, demand, or liability and shall pay or satisfy any settlement or judgement that may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceeding as a result thereof.
30. Trade-Ins: Delivery Trucks planned for purchase are to replace similar existing vehicles that are currently operational. All trade-in items are AS-IS, with no guarantee. Arrangements to **VIEW ONLY** the existing/trade-in vehicles with box may be made **by appointment only** with the N.S. Operations Supervisor, Troy Tennison, or designee, P 909.881.8008 x245, C 909.841.1004. Viewing only would not include any discussion of bid information/interpretations; written bid document governs.
31. *AS IS*/WHERE IS School District Disclaimer of Non-Liability regarding Trade-Ins:

The District makes no guarantees, representations, or warranties, express or implied, concerning the condition of the trade-in property or fitness of property for use, purpose, or merchantability. No claim will be considered for allowance or adjustment or recession of the sale based on failure of the property to satisfy the purchaser in all respects. All sales are final. No returns/exchanges allowed. Refunds or adjustments will not be made. The District shall not be responsible for any accident or injury resulting from the purchase of trade-in property. The District will not take action for a smog test and certification, nor is the vehicle certified to meet any applicable safety laws nor compliance to Cal-OSHA or other standards, orders, or regulations. Operating the vehicle is at the buyer's risk. No liability is assumed by the District. Vendor agrees to hold harmless the DISTRICT, its officers and agents, from any and all claims, actions or losses, damages, and/or liability.

District intends to execute DMV Form REG 256 "Statement of Facts" to which bidder agrees will sign as reads below/on form, which shall contain the following language:

"THIS VEHICLE IS SOLD AS-IS. COMPONENTS OR PARTS MAY BE INOPERABLE AND/OR MISSING. PURCHASER IS RESPONSIBLE FOR MAKING THIS VEHICLE LEGAL FOR STREET OPERATION. VEHICLE IS SOLD WITHOUT SMOG. SMOG CHECK NOT DONE. SMOG CHECK TO BE DONE BY PURCHASER. BUYER'S (BIDDER) SIGNATURE: _____
DATE: _____"

32. Due Diligence and Inspection of Trade-In Property: The District will not be held responsible for any omissions, errors, etc., which may result from the bidder's responsibility to review and ascertain all of the materials and services to be provided as called for by the bid documents. Each bidder is responsible for conducting an independent inspection and investigation of the trade-in property as needed and completing any due diligence prior to submitting the bid. Each bidder shall rely solely upon his/her own due diligence, independent inspection and investigation in purchasing the property and shall not rely upon any information provided by the District. The submission of the Bid Form constitutes evidence of Bidder's independent investigation and due diligence with respect to the property and shall be evidence of the Bidder's acceptance of the Property "As Is." By submission of the Bid Form, bidder declares he/she has carefully reviewed this Bid Form and has completely satisfied him/herself as to the nature of the trade-in property, and has fully informed him/herself as to all conditions and matters that may in any way affect the purchase price of the property. The undersigned Bidder further declares that he/she has conducted all necessary independent inspections of the property and that he/she is not relying upon information from the District.
33. Notice of Transfer and Release of Liability: The District will report the sale to the Department of Motor Vehicles (DMV.) The awarded bidder is responsible for immediately filing the record to permanently transfer the trade-in vehicles along with payment of the appropriate fees with the DMV. The bidder declares liability will be promptly and properly transferred upon the date of sale. Furthermore, awarded bidder promises to substantiate to the District that liability after the date of sale has clearly been transferred by providing a copy of the DMV properly recorded transfer paperwork to be retained in the District bid file.

34. Pick-up of Trade-In Property: Awarded bidder shall execute the trade-in purchase with the District upon delivery of the new trucks, promptly removing the trade-ins from District property on the same delivery day, unless other District approved arrangements have been made in writing. Arrangements may be made **by appointment only with the N.S. Operations Supervisor, Troy Tennison, P 909.881.8000 x245; CELL 909.841.1004**. If vendor fails to pick-up/remove trade-in property within thirty (30) days of the scheduled date, the property shall be deemed abandoned, and the District at its sole discretion may resell, remove, or store the property at the vendor's sole risk and expense. In addition, vendor shall be liable for any rent or damage suffered by the District due to vendor's failure to remove. Vendor shall comply with all legal requirements to move, haul, or transport trade-in vehicles/property from the District/site.
35. Trade-In Deduction: Bidder shall state AS IS trade-in value that will be applied to each of the three (3) existing vehicles as itemized. Bidder shall submit on the BID PRICE SHEET written bid price to be applied per unit for the purchase of trade-in property in accordance with the stated terms and bid conditions herein. Trade-in price listed shall be deemed inclusive of all required state sales tax and any other applicable taxes and/or related DMV or other fees.

Trade-In(s) Description:

AS IS. Medium-duty commercial delivery truck(s), with box (Nutrition Services decals/logos and **exempt plates*** to be removed prior by District.) Currently in use as a spare truck(s); highway use; with full platform lift gate that serves as the rear door of the cargo box; automatic transmission; V-8 gasoline engine; with AM/FM radio and air-conditioning that may or may not be working.

Trade-In	1/ Truck 20	2/ Truck 24	3/ Truck 26
District Number	20	24	26
Year	1997	2004	2007
Manufacturer	GMC	GMC	GMC
Model	C6500	C6500	C7500
VIN	1GDJ7H1M2VJ514977	1GDJ6C1E04F522950	1GDJ7C1GX7F409557
<i>Odometer (as of 11-25-19)</i>	<i>203,234</i>	<i>111,668</i>	<i>130,229</i>
License	378194	1172680	1258146
District Equipment Transfer Form #	Electronic. Date Prepared: January 15, 2020 (Ref. Bu-1 1007588 12-13-19)		

***Exempt plates:** Unless the vehicle has been purchased by another state agency, the exempt license plates shall be removed and surrendered to the local DMV office, and copies of a receipt for the plates shall be obtained/retained/shared with District—Garage, Inventory Control, and Risk Mgmt. offices.

USDA Nondiscrimination Statement

For all other FNS nutrition assistance programs, State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race,

color, national origin, sex, 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, audiotope, 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: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

This institution is an equal opportunity provider.

SPECIFICATION FORMS

Three (3) each, Medium-Duty Commercial Delivery Trucks with custom refrigerated truck body: NEW ≥2020 Ford F-650 or equal.

USE THE SPECIFICATION FORM provided to \checkmark check off specifications.

Specifications are minimal requirements to be met or exceeded.

Vendor shall place a **check mark in the ☐ box next to each specification that is met.**

*If the specification is not met **exactly as stated**, do not check the box, and clearly note the difference(s).*

Any exceptions must be clearly noted.

SPECIFICATIONS:

Medium-Duty Commercial Delivery Truck with custom refrigerated truck body: New
≥2020 Ford F-650 or equal. (*Ford FIN: QM300*)

✓ Vendor shall place a **check mark in the ☐ box next to each specification that is met.** *If the specification is not met **exactly as stated**, do not check the box, and clearly note the difference(s).*

- ☐ New (not to exceed 500 miles and/or 8 hours at time of delivery)
- ☐ Regular Cab
- ☐ Straight Frame/Dock Height
- ☐ **Gasoline only** fueled engine with a minimum of 295 HP, V8
- ☐ ~5 ton available payload
 - *To confirm, bidder to note final available payload of the equipped truck (calculated remaining load available for use by the District) upon delivery:*
→ _____
- ☐ Automatic transmission without PTO (power-take-off provision)
- ☐ Minimum 8,000 lb. capacity front axle with suspension to match
- ☐ Minimum 17,000 lb. capacity rear axle with suspension to match
- ☐ Gross Vehicle Weight Rating of truck 26,000; for use with regular, Class "C" license
- ☐ Axle ratio to match GVWR, transmission, and tire size
- ☐ 11R22.5 tires 22.5 steel disc wheels to match GVWR of truck
- ☐ Wheel base and cab to axle to accommodate 16'10" van body with lift gate; approximate wheelbase 194"; cab to axle 120"
- ☐ Loading height 48" from ground to floor of box
- ☐ Minimum 105 amp alternator; one (1) 900 CCA (cold cranking amps) Battery
- ☐ Conventional chassis cab with standard sloped hood
- ☐ Hydraulic brake system
- ☐ Power Steering
- ☐ Electric horn
- ☐ Dual mirrors
- ☐ Air-conditioned cab
- ☐ California Emission Requirements/Certification
- ☐ Color: White Bright White Solid Paint exterior = Oxford White
- ☐ Medium to DARK vinyl interior
- ☐ Includes any and all standard features for model bid
- ☐ **Back-up alarm**
- ☐ **Single** fuel tank, 50 gallon minimum
- ☐ Seat=driver bucket w/2-person passenger
- ☐ Operating Manual
- ☐ Dealer furnished license plates
- ☐ Delivered with no less than five (5) gallons of fuel in the tank

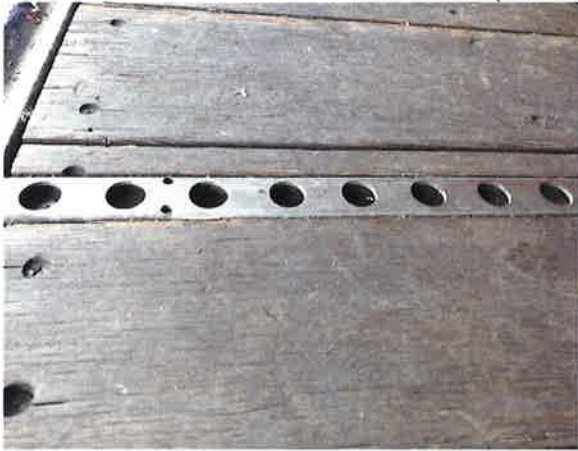
Truck Body Specifications – custom fabricated to exact specs below and installed on each truck, Metro Truck Body, Inc. or equal:

✓ Vendor shall place a **check mark in the ☐ box next to each specification that is met.** *If the specification is not met **exactly as stated**, do not check the box, and clearly note the difference(s).*

- ☐ Refrigerated - TK Services, Inc. Thermo King Model V-520 Engine Driven, "Nose Mount" or equal
- ☐ Aluminum van
- ☐ Insulated, foam, 2" sides, front, ceiling and 4" floor
- ☐ Measurements: 102"ODW, 84"IDH, 16'10" ODL, inside length 16', **minimum inside clear width of 8'2" or 98" (a must to accommodate and secure rows of four (4) food carts/poles across)**
- ☐ Radius front design
- ☐ 12" crossbars – 16" body posts
- ☐ Aluminum Diamond Plate Pan Floor, ¼" thickness, with no drains.
- ☐ Kemlite or equal lined, with side/front 12" aluminum diamond plate scuff plates
- ☐ 12 ga. Stainless steel rear frame
- ☐ No rear door
- ☐ **Bulkhead reinforced** for refrigeration unit by bidder
- ☐ Service steps and grab handle – street-side front corner post
- ☐ Dome light with switch in cab
- ☐ Mud flaps, anti-sail
- ☐ Seven (7) rows of **heavy-duty "F" track** recessed in floor--**flush** and surface mount in ceiling to correspond with floor (no gap between track sides and floor; track is flush with floor along sides for full support). **Centered at minimum of 24+" for cart/pole clearance.**
- ☐ **Successful vendor to visit site (1257 Northpark Blvd. San Bernardino, CA 92407) to ensure complete understanding and compliance with requirement.** **See next page for pictures of "F" track. Site contact: Operations Supervisor, Troy Tennison, P 909.881.8008 x245; C 909.841.1004.)*
- ☐ 30 round "F" poles
- ☐ Lift gate platform, steel, 84" x 98", 4,400 lb. minimum capacity, cantilever **Palfinger Model ILK44** or equal, with extra heavy-duty, auxiliary battery kit--with three (3) batteries--mounted as close to the lift gate as possible. (Cannot require cables to operate.) 102" wide option, dual, spring loaded cart stops, roll-off and full door seal kit. Features: in cab shut off switch, hand held remote, warning lights on platform, inverted 1" angle on platform sides; lockable outside control box; auto tilt/leveling, non-skid paint on platform surface, battery isolator solenoid.
- ☐ Color: White (to match truck=Oxford white)
- ☐ Outside surface of box flat for ease in applying company logo/decal graphics

*Pictures of "F" track currently in truck body:

A. OLD style wood floor. **Shows CORRECT/proper placement (flush) of "F" track—**recessed to be even with surface of floor (new will be aluminum floor instead of wood.)



B. Aluminum Floor. **Shows INCORRECT/wrong placement of "F" Track; should NOT be below floor level.**



C. Ceiling. Shows "F" track surface mount in ceiling of box and round "F" poles.



BID PRICE SHEET

Nutrition Services Department San Bernardino City Unified School District BID NSB 2019/20-5, DELIVERY TRUCKS			VENDOR: _____ COMPLETE THESE COLUMNS	
Line No.	Qty.	Item & Description	UNIT COST	EXTENDED AMOUNT
1.	3 each	Medium-Duty Commercial Delivery Truck, <u>With Refrigerated Body</u> . New >2020 Ford F-650 or equal, as specified.	\$ _____	\$ _____
		BRAND NAME/MODEL, AND YEAR BID:	_____ _____	
		8% San Bernardino City SALES TAX:	\$ _____	\$ _____
		OTHER FEE(S): List only if required. Specify fee type below. <div style="text-align: right; margin-right: 50px;">Tire Tax</div> <div style="display: flex; justify-content: flex-end; gap: 20px;"> <div>_____</div> <div>\$ _____</div> <div>\$ _____</div> <div>\$ _____</div> <div>\$ _____</div> </div>		<div style="display: flex; justify-content: flex-end; gap: 20px;"> <div>\$ _____</div> <div>\$ _____</div> <div>\$ _____</div> <div>\$ _____</div> <div>\$ _____</div> </div>
		TRADE-IN DEDUCTION: The Bidder hereby submits the following written bid for the purchase of trade-in vehicle(s) in accordance with the stated terms and bid conditions herein.	1/ Truck 20 2/ Truck 24 3/ Truck 26	\$ (_____) \$ (_____) \$ (_____)
		TOTAL NET BID: (REQUIRED)	\$ _____	
PROMISED DELIVERY: Delivery Lead-time/delivery days required After Receipt of Order:			_____ days A.R.O. Is chassis IN STOCK? <input type="checkbox"/> Yes. Location: _____ <input type="checkbox"/> No	

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 bid herein:

By: **X** _____
Original Signature Required

Printed Name & Title: _____

Name of firm: _____

Address: _____
CITY STATE ZIP

Remit Address: _____

Phone: () _____ FAX: () _____

Website: _____ E-mail: _____

Terms/Cash Discount - % _____ days.

Bidder Checklist: ✓ to confirm required forms are included--

- ☐ Non-Collusion Declaration (1 page form - signed)
- ☐ Disclosure of Lobbying Activities (2 page form - signed)
- ☐ Debarment, Suspension, and Responsibility Matters (1 pg. - signed)
- ☐ Product specifications/sheets for any and all "or equal" items enclosed

Remember to complete:

- ☐ **Original Signature Above**
- ☐ Warranty, Business License Number, References, District Contact, and other information as requested throughout the bid
- ☐ On the bid form specification pages provided, **bidder placed a check mark in the ☐ box next to each specification met. If the specification was not met *exactly as stated*, box not checked; any difference(s) *MUST* be clearly noted on the specification forms.**

Required by **successful** vendor upon award of Bid:

- ⇒ Insurance Certificate **with Endorsement** per District forms attached

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		2. Status of Federal Action: a. Bid/Offer/Application b. Initial Award c. Post-Award		3. Report Type: a. Initial filing b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime			<input type="checkbox"/> I. Subawardee Tier, if known: _____		
Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (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)

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 NORTHPARK 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</u> <u>Single Limits</u>
<u> / </u>	Property Insurance _____	\$ _____
()	Extended Coverage	() Debris Removal
()	Vandalism & Malicious Mischief	() Sprinkler Leakage
()	Flood	() All Risk
()	Earthquake \$ _____	() Other
<u> / </u>	Fine Arts Property Insurance including appropriate Property coverage checked above	\$ _____
<u> / </u>	Aircraft Liability (Bodily injury and property damage)	\$ _____
<u> / </u>	Ocean Marine	\$ _____
()	Protection & Indemnity	() Cargo
()	Charter's Legal Liability	() Jones Act
<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: Purchasing Office
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.: () _____

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: _____