

BID FORM

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

Sealed Bid: Café Beverages, including Vending, DUE: by 11:00 a.m. 10/18/18
1257 Northpark Boulevard
San Bernardino, CA 92407
Phone: 909/881-8008 x224 or 227

TO: VENDOR

Bid #: NSB 2018/19-6

Item: Café Beverages, including Vending

Date mailed: September 27, 2018

This bid MUST be received on or BEFORE 11:00 a.m. on October 18, 2018.

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

Dear Vendor:


The Nutrition Services Department of San Bernardino City Unified School District (SBCUSD) will receive sealed bids for Café Beverages, including Vending, under Bid #NSB 2018/19-6, in accordance with the attached conditions and specifications. This bid must be received on or before 11:00 a.m. on Thursday, October 18, 2018.

Enclosed is the required form for Bid #NSB 2018/19-6. 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.

Bid Form compiled by:
Lisa Falcone, Admin. Analyst


Ponciano Vidaaurri, Assistant Director


Jason Evylnn, Assistant Director


Adriane Robles, Director

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 Blvd., San Bernardino, California, 92407, on or before 11:00 a.m. on October 18, 2018, for Café Beverages, including Vending, under Bid No. NSB 2018/19-6.

Bid documents required for bidding may be secured at the above department. Please call Nutrition Services Purchasing Office at 909-881-8008 for more information. Bid/addendum posts: <http://sbcusdnutritionservices.org>.

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 process, and to accept or reject any items thereon.

Publications of this Notice are Sept. 27 and Oct. 4, 2018.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
NUTRITION SERVICES DEPARTMENT
By: Lisa Falcone, Admin. Analyst

BID #NSB 2018/19-6, Café Beverages, including Vending

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Attachments:

- Buy American Certification (1 page)
- Non-Collusion Declaration (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)
- No Bid/Bid Response Form (1 page)
- District Map (1 page)

GENERAL BID INSTRUCTIONS & 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 initialed 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 one hundred twenty (120) 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/sites referred to 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 vendor.
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 in accordance with the Equal Opportunity Act 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.

INTRODUCTION & SPECIAL BID CONDITIONS

SBCUSD: Nutrition Services Dept. Beverages with District Beverage Vending/Advertising

The Nutrition Services Department of the San Bernardino City Unified School District is seeking the **lowest total bid for beverage products used in site Cafeterias**, direct sales in connection with the Nutrition Services program for both student and staff meal offerings, including provided full-service beverage vending for all District sites, at no additional cost, as a requirement for bidding. Fountain syrup with included CO2 and warranted equipment may be provided on an optional basis.

Vendors shall bid the lowest product prices possible, as lowest total bid will be determined by low total for Year 1 of beverage products used in site Cafeterias. Additional considerations, rebates, commissions, optional items, or other offerings that are not called for within the bid scope award shall not be considered when determining low bidder.

Products/Services for Nutrition Services Direct Sale Sites

The Nutrition Services Department utilizes assorted bottled, canned, and limited/optional fountain products.

Nutrition Services Semi-Exclusivity: While vendors may include the use of milk/juice within the bid response, it is the intent of the District that these items not be exclusive. The Nutrition Services Department currently purchases milk and juice directly from an established dairy supplier, which includes, but is not limited to ½ pint milk varieties and 4 & 8 oz. 100% juice varieties, as typically offered in the school lunch and breakfast programs. The District also currently utilizes a carbonated/100% juice--a secondary site a la carte item--as current beverage vendor does not carry this type of product.

Cans/Bottles & Juice: The District currently requires the delivery of assorted bottles and cans for Nutrition Services Cafeteria sites: to each middle school, high school, Catering at the Nutrition Center, Inland Career Education Center (ICEC, formerly SAGES Adult School,) WHAA, the Board of Education (BOE) Building and/or Professional Development Center (PDC.)

OPTIONAL Fountain: The District currently uses fountain soda products for teacher's line at select secondary sites and administrative Cafés, with intention to transition from fountain to cans for a majority of the sites. For limited/optional applications, the District currently conforms to and will continue to accept a volume of 325 gallons per unit of equipment to warrant a fountain to be provided by vendor. Vendors providing optional **syrup shall include all necessary CO2 tanks**. The District owns most fountain equipment for teacher's line and administrative site offerings, presently approx. 14 sites with aging equipment. Currently, the Adult School (ICEC--formerly SAGES) uses a vendor provided fountain unit.

All bidders shall include details regarding provision of equipment, including but not limited to refrigerated merchandisers and optional fountain dispensing machines with CO2 tanks (20#) as sales volume warrants and as needed to replace aging equipment, as available--ice bins, refrigerators (i.e. tabletop, mobile, sliding door,) drink carts, barrel coolers, etc. Bidders may include details regarding any promotions that may be available to increase sales at Cafeteria sites.

Products/Services for Vending Machine Sites

The successful bid for beverage products used in site Cafeterias shall include full vending service at no additional cost.

Exclusive Beverage Vending Services. The successful vendor shall have the exclusive right to supply products to District schools and facilities and to advertise compliant products in District facilities in connection with vending machines; however, no machine advertisement is allowed illustrating non-compliant products (no vending machines wrapped with cola logos.) The vendor shall supply all products and supplies in a timely manner. Vending machines will be stocked and serviced at no cost to the District. Vendor shall retain title/ownership of equipment.

The successful vendor will be required to provide beverage vending to ALL District sites, which are currently located within the cities of San Bernardino and Highland.

The District anticipates, although there is no guarantee, potential vending sales of approximately 8,827 cs./per year, based upon vendor provided sales data for 2016. Actual sales will vary.

San Bernardino City USD approximate student enrollment: 50,000

District school sites:

Elementary Schools = 50
Middle Schools = 11
High Schools = 9
Adult School (ICEC) = 1
Other/Alternative Programs

Other District sites include:

Board of Education
Child Nutrition Center
District Police
Facilities/M&O
Information Technology (SMART)
Professional Development Center (PDC)
Transportation
West Highland Administrative Annex (WHAA)
Warehouse
Welcoming Resource Center

Deliveries will be expected to be made to any additional District sites that may develop as required. Any additional school sites added during the term of this bid shall be provided comparable vending services.

Additional information, including site listings, maps and calendars, is available from District website at: www.sbcusd.com

1. Each bid submitted shall include:

A. Vending Specifications: Complete descriptions for all applicable vending machines, indicating the dimensions, capacity, and number of selections, and including the estimated annual electrical power cost based on consumption (kilowatt) for each type as well as any energy conservation (such as machines equipped with "Vending Miser") details or recommendations.

B. Vending Prices: Vend sale prices proposed shall be reasonable and cover the entire three (3) year term. **Reasonable pricing determination should consider beating or matching current District pricing, including staff machines with a current maximum \$1.00 canned vend rate and 20 oz. bottled water machines maximum \$1.25, that offer a segment of the school/site population a needed service rather than profit, as well as current marketing prices for the San Bernardino area.**

C. Sales Commission Option: Any commission offered shall be issued and mailed directly to the respective District site locations. Vendor shall breakdown per type (12 oz. Aluminum cans, 20 oz. Plastic Bottles, etc.) including at a minimum: 1/Vend Rate (Price Each), 2/Gross Commission Rate %, and 3/Net Profit (showing calculation with tax and CRV) equaling the actual dollar value paid to the District per each and per case. Commission Formula/Analysis: Clearly illustrate how the gross revenue, sales tax, C.R.V. and net revenue compute to net commission paid. Tax and C.R.V. shall be deducted from gross revenue before District commission is calculated.

D. An outline of refill schedule. All vending machines shall be kept fully stocked at all times as to maximize sales and commissions.

2. It is the intent of this bid to provide beverage vending machines in all District middle and high schools, elementary staff lounges, and select District offices. The exact quantity and locations of the vending machines will be coordinated by the Nutrition Services Department in conjunction with the site. Vending machines may not be located in areas where federally subsidized meals are served and eaten. Machine placement is prohibited within width-designated exit corridors for evacuations, which cannot be reduced by the machines. Machine placements found to be in violation by District Safety inspection shall be promptly relocated or removed. Vendors may indicate suggested quantity of vending machines per type of site, based on campus size, etc. A site may choose to opt out of service. In the event vendor seeks to visit/survey a site, vendors must check in with each site office before entering any campus.

The current total District-wide vending machine count at this time is approximately 100 machines.

As a guideline only, the approximate maximum number of vending machines per site is as follows:

6 Comprehensive High Schools =	10
Alternative High Schools=	2
Adult School=	4
Middle Schools=	3--4
Elementary Schools=	1--2

3. Commission checks shall be issued and mailed directly to the respective District site locations, and refer to specific machine/locations. All commission remittance forms shall show a breakdown of monthly/quarterly activity by machine and by type of beverage.

4. All vending machines provided shall be modern and of the latest vending machine technology, have bill change capabilities, be energy efficient, have automatic sales counting capabilities, and be aesthetically acceptable to the District. Machines shall meet all applicable government requirements and codes, including electrical insulation/grounding and any handicapped requirements.

5. Repairs to vending machines should be completed in a timely manner. Please provide guaranteed maximum number of hours to complete repairs. Successful vendor shall ensure that each vending machine is not out of service for more than 24--48 hours at a maximum, Monday—Friday, from the time of notification by any District employee of a malfunction or need for refill. Vendor shall replace machines that are chronically out of service or malfunctioning. Provide service phone numbers for both Vending: _____ and Fountain: _____ (if applicable.)

6. All vending machines located in elementary, middle, or high schools, and not in the teacher lounge(s) or other areas inaccessible to students, will be required to have a security timer/clock to automatically shut off and turn on in order to comply with District policy, applicable legislation, and the National School Breakfast and Lunch Programs. **Vendor shall be responsible for maintaining vending machine timers, at regular preventative maintenance intervals, to ensure proper operation (inoperability within the time periods designated by the Nutrition Services Department) at all times** and in the event of an unannounced audit by District or other governing agencies. In addition, security cages shall be provided by the vendor for machines placed outdoors, as/if requested by the District.

7. Vending machines shall be quiet and not disruptive to District activities.

8. The District will furnish, at no cost to the vendor, necessary electricity for the operation of vending machines. However, the District shall not be required to relocate any electrical outlets in order to provide electrical power to vending machines at desired locations. The successful vendor may be required to coordinate electrical requirements with our District Maintenance and Operations Department. All necessary utility requirements must meet all applicable

standards, codes, and regulations, as well as District policies.

9. The District shall not be required, without fee, to furnish any storage space for products.

10. The vendor shall provide a method for prompt refunds of money lost in vending machines.

11. All financial and other records of the vendor pertaining to the District shall be made available for provision upon request and/or audit during normal business hours by the District or its designated auditor or other representative. Vendor is subject to random audit by the District and must have available all records to include, but not limited to, sales and commission for the entire period of the contract, and not less than three (3) years thereafter.

12. Any change in products shall be communicated within a reasonable time frame, no less than sixty (60) days is requested whenever possible; new product approval is contingent upon approval of the District.

13. It is understood that all products are supplied and stocked in the vending machines by awarded vendor at no cost to the District. The successful vendor shall keep all vending machines fully stocked, in a timely and consistent manner. At least one item of each selection is to be available at all times. Vendor shall respond to all stocking issues and provide replacement product within forty-eight (48) hours.

14. Vendor shall be responsible for payment of taxes on all sales of vending machine beverage products. Vendor is responsible for all taxes payable related to sales income.

15. Any new items that may become available for vending during the term of the bid shall be offered within the same vend price and commission rate structure as awarded as a result of this bid.

16. It is understood that the awarded vendor is responsible for and is taking risk with respect to reduction in sales due to property, theft, fire, accident, vandalism, temporary loss of power, weather, acts of God, changes to the District or individual school calendars, temporary or permanent school closures, changes to school or facility construction plans, changes to the athletic or extracurricular program or schedule, changes to school boundaries or District boundaries, machine failure (refunds), other acts beyond the District's control, and actions within the District's control that are necessary for sound educational reasons (e.g., relocation of vending machines) and that are considered typical for large public school systems.

17. The District may opt out for any reason, including right to terminate this agreement in whole, or from time to time, or in part, if the District reasonably determines that a termination is necessary: (1) to enable the District to best pursue its educational mission, (2) due to unforeseen circumstances that have made the contract impractical, or (3) due to other just cause. The vendor shall stop work as specified upon written notice, fill no further orders, and promptly remove all dispensing equipment as requested and coordinated with the District.

Advertising/Exclusivity

1. The awarded vendor shall have exclusive, special product advertising opportunities for District, including sampling, coupon, and survey rights on an as approved basis; new product promotional opportunities, and other rights and benefits as may be negotiated with the Nutrition Services Department. (No machine advertisement is allowed illustrating non-compliant products (no vending machines wrapped with cola logos.)
2. The successful vendor will have the right to distribute promotional materials such as pencils, calendars, book covers, mouse pads, classroom supplies, classroom materials, rulers, planners, basketballs, and T-shirts, upon advance notice and approval of the District.
3. Nothing contained herein shall prevent on-campus possession or consumption of competitive products purchased off campus and brought in by students, parents, employees, or other persons. This shall specifically include all soft drink use by entities using District facilities under a use of facilities permit or agreement.
4. Vendor has the right to make beverages available for sale and distribution throughout the District as described herein, specifically excluding concessions or other activities not under the jurisdiction of the Nutrition Services Dept. Responding vendors shall understand the dynamics of such a large District whose primary function is education and will not require the use of District resources for management of beverages sales or to "police" campuses for the sole purpose of compliance to this agreement.

SUPPLEMENTAL BID TERMS & CONDITIONS

1. **Read Carefully:** Each vendor is expected to examine the conditions, specifications, all instructions and any subsequent amendments of the bid, as they are terms for award and binding. Vendors are instructed to respond completely to all categories. Failure to do so will be at the vendor's risk and will not bar obligation to perform upon any award. Each vendor shall furnish all the information as requested and 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, modified, or qualified bids (such as additional stipulation of minimum orders, date specific pricing, and/or delivery requirements) are subject to rejection in their entirety.** All responding vendors shall fully inform themselves as to the facilities, conditions, and limitations.

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. Vendor may include additional information/attachments as deemed necessary to completely respond to all of the information as requested within the bid and to substantiate such items as service capability, product quality, and/or commitment.

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

2. **Award:** The purpose of this bid is to award to a single vendor for efficiency in ordering and delivery service. **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. **Lowest total bid will be determined by low total for Year 1 of beverage products used in site Cafeterias.** TOTAL YEAR 1 BID AWARD AMOUNT for award consideration shall be indicated in the box provided on **Specifications/Item List**. **The successful bid for beverage products used in site Cafeterias shall include required full vending service at no additional cost.** Please offer/bid optional fountain products (syrup to include CO2 and warranted equipment) as available.

BID ALL ITEMS. All vendors shall bid on each item listed in dollars and cents to two digits. ***Bid must be substantially responsive on all items 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.

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

3. **Agreement:** The sample agreement form which the successful bidder, as VENDOR, will be required to execute is included within the bid form and should be carefully examined by the bidder. The agreement form includes by reference all terms and conditions within the bid document, which shall be considered a component of the agreement as if set out in full or attached thereto. Agreement may only be modified through the issuance of a bilateral modification signed first by the awarded vendor and then may be accepted by the District, subject to applicable District policy, regulations, and approval by the Board of Education. In the event vendor fails or refuses to proceed by finalizing any required documents within fifteen (15) calendar days after formal notification of award, the District may award to the next bidder. The District does not sign vendor contract forms.
4. **Vendor Criteria:** All responding vendors shall meet the following minimum criteria for bid submission. ✓ **(Certify compliance by checking within the boxes below.)**
 - ☐ **Provide included full-service beverage vending for all District sites, at no cost to the District.**
 - ☐ Be a responsible bidder, a qualified and established firm regularly engaged in the type of business that provides the goods and/or services herein, that has not backed out of school district distribution contract, nor defaulted or been replaced at the will of a district during the school year, within at least the last two (2) years.
 - ☐ 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 with at least five (5) or more weekly or bi-weekly delivery sites.
 - ☐ **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 with multiple delivery points.
 - ☐ 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.

5. Sole Judge: The District will be the sole judge of the merits and qualifications of the products/services and of the ability of the vendor to meet District requirements. The District will be the sole judge as to whether the products/services 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 accept or reject any or all bids, to waive any irregularities, informalities, or technicality in any bid or in the bidding, and to accept or reject any or all items thereon, as in the best interest of the District.
6. Term: The unit prices quoted herein will be effective/remain firm for the period of three (3) years after the award. Product pricing, vend pricing, and commission rates for up to a three-year term shall be bid. All pricing will be applicable District-wide. Prices indicated shall be maximum/not to exceed. 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. No fuel surcharges will be accepted. It is anticipated that the award will commence *approximately January 1, 2019*, or as soon as practicable thereafter, contingent Board approval. Vendor must hold prices as bid herein and provide the items through the entire term of contract. It is understood that products may be ordered up to the last day of the covered term, if products are needed and received within 30 days thereafter. The District shall not be required to provide the awarded bidder the right of first refusal. {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.}
The initial term of the Agreement shall be effective for one (1) year, with two (2) annual renewal options as is in the best interest of the District. The DISTRICT will provide VENDOR notice of renewal on or before first day of each term year. The DISTRICT will make a good faith effort to provide VENDOR with notice thirty (30) days prior to the end of the Initial Term (or any Renewal Term.) {Each twelve-month period commencing on the effective date during the Term is referred to herein as an "Agreement Year."} The DISTRICT may opt out for any reason.
7. 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 who received the original bid. Each bidder is solely responsible to check posts and must include signed addendum within 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. Bid/addenda posts: <http://sbcusdnutritionservices.org>

8. Cafeteria Orders & Deliveries: Each Secondary site and Administrative Café site will place their orders (normally by phone) 48 hours before delivery, (or before the mutually agreed upon order-by deadline for scheduled delivery day) according to their needs. Vendor may be required to alter orders. Orders should be placed for beverage items only, as shown on the bid list. Orders should not be accepted for items that are not on the bid or unauthorized substitutions. If such unauthorized items are ordered and delivered it will be at the discretion of Nutrition Services personnel whether payment will be made to the vendor for such items. The successful vendor may be required to provide a suitable order form, which shall meet the needs of and be approved by the District.

Cafeteria deliveries are currently weekly or bi-weekly, as needed by the specific site. The District currently conforms to and will continue to accept a minimum order for delivery of ten (10) cases for delivery; may be any combination products, including any mix and match of bib syrup, bottles, and/or cans.

Requested delivery window: approximately 6:00 a.m.—10:00 a.m. Vendor shall endeavor to avoid deliveries during Cafeteria meal serving times. It is expected that successful vendor will prioritize and standardize delivery schedules to the maximum extent possible to accommodate requested delivery window. The District reserves the right to make additions to, or deletions from or special arrangements/changes if required, to the sites to be served at any time during the contract period. Time is of the essence as to delivery. A District Map is enclosed for general location purposes; current traditional school calendar and additional information regarding the District is available at www.sbcusd.com.

➤ Vendor Order & Delivery Plan

Vendors shall include within bid response, vendor's delivery and ordering information, highlighting proposed order by days, order placement process, vendor specific delivery days of the week, order adjustment deadlines, etc., confirming plan/ability to service all District Café sites. Plan shall be in accordance with terms, conditions, and requirements as stated throughout the Bid. Additionally, vendors not currently serving the District shall include itemized plans illustrating steps for smooth transition ensuring uninterrupted service to all Cafés and District-wide sites for vending.

9. Warehouse Deliveries: Orders may be placed via purchase order for the Child Nutrition Center, including Catering Dept. 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 x237. 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.
10. Driving on Premises: Vendor's representatives driving motor vehicles on District grounds will use extreme caution, especially when school is in session. Drivers entering school premises when school is not in session will lock any gate or door to which they have access, both when entering and/or leaving grounds. Any unusual conditions noted by drivers such as gates or doors

found unlocked and/or open, evidence of vandalism, or accidental damages caused, etc. shall 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.

11. Delivery Personnel: Vendor's representatives delivering product or otherwise providing services under the resulting contract shall be dressed in service uniforms and shall observe all District policies and regulations in effect. Each person or person representing a group of workers must report in at the school's main office upon arrival. No person shall use, possess, give, sell, attempt to sell, or be under the influence of tobacco, alcohol, or any illegal or dangerous substance, or use or possess firearms or weapons on District property.
12. 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. Any missing signed receiving documentation (packing slips) should be provided by the vendor ASAP, preferably within 24 hours of request, to ensure payment will not be delayed or short paid. 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>
13. Usage: Actual annual sales will vary based on numerous factors. 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. Purchase is contingent upon availability of commodities and/or funds. Additional locations or delivery times may be added or deleted during the life of the contract resulting from this bid. 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.
14. 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. New and/or additional products that may become available to the District during the term of the bid shall exhibit similar discounted pricing structure as all other existing/awarded products on the bid. Vendor will provide the best

pricing available based on type of item and quantity; evidence and documentation shall 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.

15. **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, labeling, and distribution. 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])." Vendors shall comply with applicable standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
16. **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.** Vendors 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/nutrient analysis sheet may result in 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, showing the basic ingredients (non-proprietary) of each product, e.g. sugar content, nutrition values, caffeine content, and dyeing properties. 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 'Extended Amount' reflecting 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.

All products received under this bid shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which vendor's plant is located or by the applicable federal standards, whichever is higher. Vendor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, vendor shall ensure that all products received under this contract are prepared, handled, and stored in accordance with the health and sanitation standards for the County of San Bernardino or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

The final product line to be sold on District owned property will be the decision of the District.

17. 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.
18. 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.
19. Service: The District requires a high level of service and support from the awarded vendor and expects that any bid response will take into consideration the cost associated with adequate services for a large and diverse account. Vendor will be held responsible for following-up on all direct sale sites "just-in-time" orders to ensure complete and on-time deliveries. Partial shipments are discouraged. Any order or delivery discrepancies shall be handled promptly by the vendor's contact person assigned to the District. Reasonable service shall include prompt problem resolutions, assistance in placing orders and special orders, assistance in resolving all delivery or billing problems, and any other service requirements as outlined within this bid. The District expects orders to be delivered as requested, on time, and without shortages or substitutions. Cafeteria orders are expected to be filled at a high accuracy level. Requests for repairs or service are to be responded to within 24 hours. On-site response may be required. Vendor must specifically identify in detail how service will be provided within the bid response.

20. 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.
21. 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.
22. 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. New products that become available from the successful vendor shall be introduced with nutrient sheets and sampling/taste test offerings.
23. Applicable Legislation: Vendor shall be familiar with applicable provisions of the California Education Code, and submit proposals in accordance with all applicable legislation such as, but not limited to, SB12, SB965, Education Code 35182.5 (SB 65) and Education Code 49431.5 (SB 677) and acknowledges the District's plan for compliance thereto. The vendor will also cooperate and participate as requested with the District in board meetings and other public meetings or hearings to review nutrition issues and agreement, as required.
24. 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 <http://www.cdph.ca.gov/Programs/CEH/DFDCS/Pages/CertificatesandLicenses.aspx>

Vendors submitting bids hereby certify compliance with this requirement.

25. 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. Complete the Buy American Certification (1 page form) enclosed and return with your bid response.

26. District Requirements: All vendors submitting a bid shall familiarize themselves with District requirements. 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: https://sbcusd.com/school_board/board_policies/

VENDOR acknowledges receipt and/or acceptance of the following DISTRICT policies: Coordinated School Health And Wellness/Nutrition Services Program (BP 3550); Other Food Sales (BP 3554); Smoking and Use of Tobacco at District Facilities Policy (BP 3513); Affirmative Action Program for Equal Employment Opportunity (BP 4030); Nondiscrimination In Employment Policy (BP 4030); Drug and Alcohol-Free Workplace Policy (BP 4020).

Vendors submitting signed bids expressly certify compliance with all District policies and procedures referred to herein, as well as the 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.

The vendor expressly certifies it will not discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with: Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion); Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination); Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap); The Age Discrimination Act of 1975 (Pertaining to age); The Fair Employment and Housing Act (Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40); The Americans with Disabilities Act of 1990 (Pertaining to disability). These non-discrimination policies cover admission and access to, and treatment and employment in the District's programs and activities.

27. 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.
28. Vendor Rights: This bid and any contract resulting from this bid will be construed in accordance with and governed by the laws of the State of California. The choice of venue in the event of any legal action shall be the County of San Bernardino, California.

The successful vendor's rights are expressly subject to:

- All applicable rules and regulations promulgated by third-party governmental authorities applicable to the District.
- The terms of existing District policies and regulations, such as restrictions on vending

machine sales to comply with applicable law and restrictions on content of advertising to a form appropriate for school age children, illustrating only compliant products, as determined by the District.

- Any future, new District policies, modifications, or regulations.

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, and 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 in any action, suit, or other proceeding as a result thereof.
30. 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.
31. Technology Solutions: Vendor who can provide the capability of a computerized on-line ordering, invoicing and delivery tracking system is desired.

32. **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.*

33. **Insurance Requirements:** The successful vendor will be required to meet District insurance requirements for Comprehensive General Liability, Automobile Liability, and Workers' Compensation. Attached are three forms entitled **Instructions for Completing, Executing and Submitting Evidence of Insurance; Insurance Requirements; and General Liability Additional Insured Endorsement** regarding District requirements. Vendor shall maintain in force insurance as designated throughout the entire term of this bid and any extension periods. All bidders submitting a bid certify to comply with District insurance, 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 provisions of the at code.
34. **Licenses, Permits and Taxes:** Awarded vendor shall provide all necessary licenses, permits, and privileges required for the proper performance of any resulting contract and shall perform in accordance with laws, ordinances, codes, etc. Awarded vendor shall hold valid business and professional licenses that may be required by the State of California, County of San Bernardino, and City of San Bernardino. The vendor assumes sole responsibility for the observances of, and so observes and complies with all licenses and taxes related to this bid, complying with all Federal, State, Local, and District regulations regarding the preparation, handling, and serving/vending of soft drinks, and any necessary licenses and permits required. State Health Department regulations shall be strictly complied with. Nothing contained herein shall limit the District's rights or obligations to comply with all applicable Federal, State, and Local laws, administrative rules, and regulations.

Failure to meet such requirements may result in termination of any subsequent agreement.

35. **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/>
36. **Debarment/Lobbying Certification:** Per the State of California, as a school food authority, we must require that each responding vendor provide completed certification statements regarding debarment and lobbying. Complete the *Disclosure of Lobbying Activities (2 page form)* and *Debarment, Suspension, and Other Responsibility Matters (1 page form)* enclosed and return within bid response.
37. **Fingerprinting:** The successful vendor will be required to comply with all provisions of Education Code Section 45125.1 regarding fingerprinting. Please see attached form entitled *Fingerprint and Criminal Background Check Certification (1 page)* regarding this provision. Fingerprinting clearance or approved exemption status is required prior to any District school site services. Vendor acknowledges and agrees that form shall be kept up-to-date by vendor at all times. Link to Department of Justice for further information: <https://oag.ca.gov/fingerprints/agencies>.
38. **Covenants 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 bidder or any agent representative of the bidder, 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.
39. **Conflict of Interest:** The awarded vendor shall disclose to the District the name of any officer, director, employee, agent, 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 in the awarded vendor's corporation, or any of its branches, or any other real or apparent conflict of interest with any District employee.
40. **Non-Collusion:** Vendors submitting bids hereby certify that the bid is genuine and not a 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 manner sought by collusion to secure for himself an advantage over any other vendor. The *Non-Collusion Declaration (1 page form)* enclosed shall be submitted with bid response.

41. Warehousing Facilities: List address, size, and description:

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

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

Name: _____	Title: _____
Office Phone: _____	Cell phone: _____
E-mail: _____	Text/Carrier: _____
Website: _____	FAX: _____

Please confirm orders are accepted by E-mail addressed to:

44. 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.

45. Billing: Successful vendor agrees to provide complete and accurate automated billing as requested by Cafeteria Accounting. All Invoices must reflect correct pricing per this bid and applicable purchase order for all District organizations. Any incorrect invoices to be corrected and revised as soon as possible—within 30 days and/or by the following statement, whichever is sooner. Current requirements are monthly billing by Café site and a consolidated monthly statement. Cafeteria Accounting normal payment terms are net 30 days from receipt of complete/verified shipment, correct invoice, and monthly statement.

46. Keys and/or Site Security Clearances: The successful vendor may be provided gate key(s) and/or cafeteria key(s) for entry into specified school sites as arranged with our Maintenance and Operations Department, Key Shop. Vendor will be responsible to provide a security deposit as required and follow District guidelines regarding key handling, and shall be liable for the cost of re-keying and providing

replacement keys if lost. The successful vendor may be required to obtain training and security clearance by the District School Police Department if entering alarmed school sites. Failure to comply in a timely manner as required and/or with security procedures may result in fines to the vendor, which will be aligned with losses as determined by the District or cancellation of award. Vendor may be held liable for a single code number with password issued to the company. If the code is misused, stolen, lost, etc., vendor assumes all responsibility. In the event the code number may be compromised in any way, vendor is to notify School Police immediately.

47. Accounting/Annual Report/Presentations: The successful vendor shall keep accurate records of all operations covered by this bid and is to establish and maintain a system of bookkeeping and accounting, including inventory controls, satisfactory to the District. Vendor shall report quarterly, annually, or as requested, to the District, overall sales results and other financial, marketing, or business overview information as required. Quarterly meetings may also include vendor or District suggestions and requests, complaint resolutions, and coordination of expectations/policies.
48. Products/Expiration Dates: Products delivered must have a reasonable shelf life. Products should have at least a 14-day code date upon delivery to sites. Product may be refused upon delivery or promptly returned for credit if code is out of date or too close to date, at the site's discretion. Vendor shall issue credit to the District for all products that are damaged, defective, or do not meet specification.
49. Continuance of Operations/Implementation Plan: For any existing vendor non-award or termination, it may be incumbent upon the vendor to continue operations for a reasonable time frame until relieved by a subsequent vending service operator chosen by the District. (Fountain equipment used for select Secondary Sites/Café Teacher's Line & Administration Buildings is currently owned by the District, with the exception of the Adult School site, which has vendor provided fountain.) **For any vendor new to the District, bid response shall include a detailed recommended plan of action and time frame required to conduct any switchover from existing vending. Any new vendor shall replace all existing equipment on a like-for-like basis, at a minimum.**
50. Incurring Costs: The District will not be liable for any costs vendors incur in the preparation and/or presentation of the bid response. Bid response shall be on the bid form/space provided. Binders, displays, or promotional materials are neither required nor desired.
51. Disputes: The successful vendor shall cooperate in good faith in all actions relating to this bid. If, for any reason, a dispute should arise in connection with the bid and/or agreement, the vendor agrees to work with the District in a best effort attempt to resolve any dispute in a fair and equitable manner, and without the need for expensive and time-consuming litigation, by entering into good faith dispute resolution. Best efforts may include discussions, negotiation, and/or submitting such dispute to mediation.
52. 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. 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, true, and binding upon the vendor.

53. 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.

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, 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: 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.

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: _____

Bidder Checklist: ✓ to confirm information/documentation is included and completed--

- ☐ HACCP Plan compliance documentation enclosed
- ☐ Substantiation of prior experience/proof enclosed
- ☐ Buy American Certification (1 page) enclosed
- ☐ Non-Collusion Declaration (1 page) enclosed
- ☐ Disclosure of Lobbying Activities (2 pages) enclosed
- ☐ Debarment, Suspension, and Responsibility Matters (1 page) enclosed
- ☐ Nutrient Analysis Sheets – for any and all “or equal” items enclosed

Remember to complete:

- ⇒ ✓ Minimum Vendor Criteria met for bid submission
- ⇒ Business License Number with copy
- ⇒ List of References
- ⇒ District Contact
- ⇒ Delivery Truck & Warehouse Facility Information
- ⇒ **Original Signature Above**

Items required by successful vendor upon award of Bid:

- Insurance Certificate
- Fingerprint and Criminal Background Check Certification (1 page form)
 - 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 ☐

SAMPLE AGREEMENT

THIS AGREEMENT, dated this ____ day of _____, 2018, in the County of San Bernardino, State of California, by and between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," with its principal place of business at 777 North "F" Street, San Bernardino, CA 92410, and _____, hereinafter referred to as "VENDOR", having a principal place of business at _____.

WITNESSETH:

WHEREAS, the DISTRICT issued Bid No. NSB 2018/19-6, Café Beverages, including Vending ("BID"), in accordance with all applicable laws and its internal rules and regulations and VENDOR submitted a conforming bid in response thereto;

WHEREAS, the Board of Education of the DISTRICT authorized entrance into this Agreement, pursuant to Board approval of Agenda Item No. ____ at the _____ meeting, during which a Public Hearing was held;

NOW, THEREFORE, the DISTRICT and the VENDOR, for the consideration stated herein, agree that sale of foods that do not meet nutritional standards specified in Education Code 49431 or 49431.2, if any, shall occur later than one-half hour after the end of the school day and/or off school premises, and as follows:

- 1) VENDOR shall perform, within the time stipulated, the Agreement as herein defined, and shall provide and furnish all the products, equipment, and services to complete, in a workmanlike manner, all the work required in connection with the following titled project:

Bid No. NSB 2018/19-6, Cafe Beverages, including Vending

All of said work to be performed and materials to be furnished shall be in strict accordance with the Bid document and provisions of the Agreement documents hereinafter enumerated.

- 2) The contract documents entered into by this Agreement consists of the following Bid Documents—all of which are component parts of the Agreement as if herein set out in full or attached hereto, including, but not limited to:
 - a) DISTRICT Bid NSB 2018/19-6 Document, including, but not limited to:
 - b) General Bid Instructions & Conditions
 - c) Introduction & Special Bid Conditions
 - d) Supplemental Bid Terms & Conditions
 - e) VENDOR Bid response with written clarifications

- f) Agreement
- g) Specifications/Item List
- h) Non-Collusion Declaration
- i) Disclosure of Lobbying Activities
- j) Debarment, Suspension, and Responsibility Matters
- k) Fingerprint and Criminal Background Check Certification
- l) Insurance Requirements
- m) Addendas
- n) Issued Purchase Orders
- o) Other: _____

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

- 3) Term - This initial year term of the Agreement shall be effective approx. January 1, 2019—December 31, 2019, with two (2) annual renewal options as in the best interest of the District, in accordance with Bid conditions. The DISTRICT will provide VENDOR notice of renewal on or before the first day of each term year. The DISTRICT will make a good faith effort to provide VENDOR with notice thirty (30) days prior to the end of the Initial Term (or any Renewal Term.) {Each twelve-month period commencing on the effective date during the Term is referred to herein as an "Agreement Year."} The DISTRICT may opt out for any reason.
- 4) Product pricing, vend prices and commission rates for up to a three-year term are as set forth below, as within the Bid response:
 - a) Agreement Year 1--3 Prices:

<u>Item</u>	<u>Brand/ Variety</u>	<u>Unit</u>	<u>CRV</u>	<u>Year 1 Unit Price</u>	<u>Year 2 Unit Price</u>	<u>Year 3 Unit Price</u>
Canned product, 24/12 oz./cs.		CS		\$	\$	\$
Bottled sports drink, 24/12 oz./cs.		CS		\$	\$	\$
Bottled sports drink, 24/20 oz./cs.		CS		\$	\$	\$
Water, 24/16.9 oz., cs.		CS		\$	\$	\$
Juice, 100%, 24/10 oz./cs.		CS		\$	\$	\$
Bottled soda, 24/20 oz./cs.		CS		\$	\$	\$

Other		CS	%	\$	\$	\$
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<u>Optional Items:</u>	<u>Brand/ Variety</u>	<u>Unit</u>	<u>CRV</u>	<u>Year 1 Unit Price</u>	<u>Year 2 Unit Price</u>	<u>Year 3 Unit Price</u>
Syrup, post mix (2.5 & 5 gallon)		GAL		\$	\$	\$
Coconut water, 12/14 oz./cs.		CS	\$	\$	\$	\$
Protein Drink, 12/11.5 oz./cs.		CS	\$	\$	\$	\$
Tea, 12/16.9 oz./cs.		CS	\$	\$	\$	\$
Water, enhanced with vitamins, 24/20 oz./cs.		CS	\$	\$	\$	\$

b) Vend Prices and Commission Rates:

<u>Products</u>	<u>Vend</u>			<u>Commission</u>		
	<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Yr. 3</u>	<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Yr. 3</u>
20 oz. bottles water	\$	\$	\$	%	%	%
12 oz. bottles carbonated & tea (staff)	\$	\$	\$	%	%	%
12 oz. cans (staff)	\$	\$	\$	%	%	%
Other	\$	\$	\$	%	%	%

As made available in the future by VENDOR additional items, new products, and vend packages may be purchased as mutually agreeable in writing.

VENDOR offered rebate/terms as applicable. Any rebates will be accrued to the nonprofit school food service account—Nutrition Services Department, addressed as below.

Vending machine commission checks shall be issued and mailed directly to the respective District site locations.

- 5) All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

VENDOR

Phone: _____
FAX: _____

DISTRICT

San Bernardino City U.S.D.
Director, Nutrition Svcs. Dept.
1257 Northpark Boulevard
San Bernardino, CA 92407
Phone: (909) 881-8000
FAX: (909) 881-8016

If mailed, notices shall be effective as of date of the postmark on receipt by addressee.
If delivered by hand, the effective date shall be the date of receipt of addressee.

- 6) VENDOR shall take out and maintain during the Term of this Agreement insurance as required by the conditions of the Bid.
- 7) This Agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.
- 8) This Agreement, including the Bid Documents specifically called out in section 2), terms on the issued purchase order(s) and addenda incorporated therein by reference, represents the entire agreement and understanding between parties.
- 9) Each signatory executing this Agreement hereby represents the capacity set forth below and full power and authority to legally bind and obligate the parties to the terms and provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

VENDOR:

Authorized Officer(s) or Agent(s)

Title

Date: _____

DISTRICT:

SAN BERNARDINO CITY UNIFIED
SCHOOL DISTRICT

Authorized Officer(s) or Agent(s)

Title

Date: _____

SPECIFICATIONS/ITEM LIST:

Beverages for Nutrition Services: Direct Delivery to Café Sites for services for Student Lunch and Teachers' Line, Staff/Admin.

VENDOR TO COMPLETE THESE COLUMNS FOR ALL ITEMS:														VENDOR NAME:		
#	Item	Brand/ Variety "or equal"	Qty.	Unit	Brand name, item #, & pack size bid	Price Per Unit	CRV	Year 1 Total Unit Cost include CRV	Extended Amount	Year 2 Total Unit Cost include CRV	Extended Amount	Year 3 Total Unit Cost include CRV	Extended Amount			
1	Canned product, 24/12 oz./cs.	Coca-Cola Misc.	750	CS	Include/list all available flavors:											
2	Bottled sports drink, 24/12 oz./cs.	Power Ade Misc.	100	CS	Include/list all available flavors:											
3	Bottled sports drink, 24/20 oz./cs. (Authorized for High School only.)	Power Ade Zero Misc.	225	CS	Include/list all available flavors:											
4	Water, 24/16.9 oz., cs.	Dasani unflavored	5,500	CS	Include/list all available flavors:											
5	Juice, 100%, 24/10 oz./cs.	Minute Maid Apple, OJ	700	CS	Include/list all available flavors:											
6	Bottled soda, 24/20 oz./cs.	Coca Cola Misc.	200	CS	Include/list all available flavors:											
TOTAL YEAR 1 BID AWARD AMOUNT: \$																

BID NSB 2018-19-6, Café Beverages, including Vending

The successful bid for beverage products used in site Cafeterias shall include required full vending service at no additional cost.

Vend Prices and Commission Rates:		VENDOR TO COMPLETE THESE COLUMNS FOR ALL ITEMS:						VENDOR NAME:		
		Year 1:		Year 2:		Year 3:				
Products	Brand/ Variety "or equal"	Show Breakdown Calculation of Net/District Commission \$ Amount for each and by case	Vend Price EACH	Commission %	Vend Price EACH	Commission %	Vend Price EACH	Commission %		
20 oz. bottles water	Coca-Cola Misc.									
20 oz. bottles carbonated & tea (staff only)	Coca-Cola Misc.									
12 oz. cans (staff only)	Coca-Cola Misc.									
Other Products or Rebate(s) offered:										

For other products available as part of full service vending, including current school compliant (SB12) snacks if an available option, vendors shall attach a complete list and description, including 3 year Vend Price, Commission %, and Nutritional info.

OPTIONAL ITEMS:

Non-Program (Adult/Catering/A la Carte) Items:

VENDOR TO COMPLETE THESE COLUMNS FOR ALL ITEMS: <u>VENDOR NAME:</u>												
<u>Item</u>	<u>Brand/ Variety "or equal"</u>	<u>Qty.</u>	<u>Unit</u>	<u>Brand name, item #, & pack size bid</u>	<u>Price Per Unit</u>	<u>CRV</u>	<u>Year 1 Total Unit Cost include CRV</u>	<u>Extended Amount</u>	<u>Year 2 Total Unit Cost include CRV</u>	<u>Extended Amount</u>	<u>Year 3 Total Unit Cost include CRV</u>	<u>Extended Amount</u>
Syrup, fountain, post mix (2.5 & 5 gallon bib) Misc. Flavors Price shall INCLUDE all necessary CO2 tanks.	Coca- Cola Misc.	100	GAL	Include/list all available flavors & bib sizes and indicate: Product yield/Brix ratio-- (Parts water to parts syrup) ____sugared products ____diet products ____sports drink Yield in finished ounces-- ____per gal. syrup ____/gal. diet syrup ____/gal. sports drink								
Coconut Water, 12/14 oz./cs.	Zico, Misc.	120	CS	Include/list all available flavors:								
Protein Drink, 12/11.5 oz./cs.	Core Power, Misc.	50	CS	Include/list all available flavors:								
Tea, 12/16.9 oz./cs.	Honest Tea, Misc.	120	CS	Include/list all available flavors:								
Water, enhanced with vitamins, 24/20 oz./cs.	Glaceau Vitamin water, Misc.	150	CS	Include/list all available flavors:								
Water, 24/20 oz./cs. (plain/unflavored)	Dasani	5	CS									

For other products available, vendors shall attach a complete list and description, including pricing for 3 years and Nutritional info.

BUY AMERICAN CERTIFICATION

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. Situations which may warrant a waiver to permit purchases of foreign food products are 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.

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.

If Vendor offers non-American product, vendor must list the product(s) below. Product(s) are subject to review by District. If District declines a waiver, product will be awarded to lowest priced item meeting award criteria. District's decision on approval of foreign substitutions are final.

Bid line item number	Product Description /Manufacture	Country of Origin	Domestic Price	Non-American Price	Reason for Waiver

Attach additional sheets if necessary

Before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

- Are there other domestic sources for this product?
- Is there a domestic product that could be easily substituted, if the non-domestic product is less expensive (e.g. substitute domestic pears for non-domestic apples)?
- Am I soliciting bids for this product at the best time of year? If I contracted earlier or later in the season, would prices and/or availability change?
- Am I using third-party verification, such as through USDA AMS, to determine the cost and availability of domestic and nondomestic foods?

Name of Vendor/Contractor

Signature of Authorized Official

Title

Date

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)

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 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>																				
	- <u>\$5,000,000</u>																				
<u> / </u> Employers Liability	<u>\$1,000,000</u>																				
<p>() Broad Form All States Endorsement</p> <p>() Longshoremen's and Harbor Workers' Compensation Act Endorsement</p> <p>() _____</p>																					
<u> X / X </u> Comprehensive General Liability	<u>\$1,000,000</u>																				
<table border="0"> <tr> <td>() Premises and Operations</td> <td>() Explosion Hazard</td> </tr> <tr> <td>() Contractual Liability</td> <td>() Collapse Hazard</td> </tr> <tr> <td>() Independent Contractors</td> <td>() Underground Hazard</td> </tr> <tr> <td>() Products/Completed Operations</td> <td>() Garagekeepers Legal Liab.</td> </tr> <tr> <td>() Broad Form Property Damage</td> <td>() Hangar Keepers Legal Liab.</td> </tr> <tr> <td>() Personal Injury</td> <td>() Owned Automobiles</td> </tr> <tr> <td>() Broad Form Liab. Endorsement</td> <td>() Nonowned Automobiles</td> </tr> <tr> <td>() Fire Legal Liability</td> <td>() Hired Automobiles</td> </tr> <tr> <td>() Watercraft Liability</td> <td></td> </tr> <tr> <td>() Incidental Medical Malpractice</td> <td>() _____</td> </tr> </table>		() 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	() _____
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() 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> Property Insurance _____	\$ _____
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Extended Coverage <input type="checkbox"/> Vandalism & Malicious Mischief <input type="checkbox"/> Flood <input type="checkbox"/> Earthquake \$ _____ </div> <div> <input type="checkbox"/> Debris Removal <input type="checkbox"/> Sprinkler Leakage <input type="checkbox"/> All Risk <input type="checkbox"/> Other </div> </div>	
<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	\$ _____
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Protection & Indemnity <input type="checkbox"/> Charter's Legal Liability </div> <div> <input type="checkbox"/> Cargo <input type="checkbox"/> Jones Act </div> </div>	
<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: _____

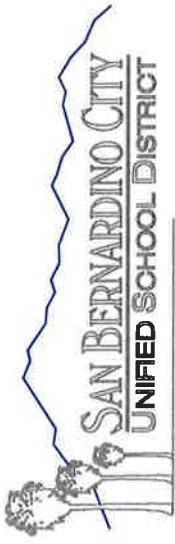
ADDRESS: _____

SIGNED: _____ TITLE: _____

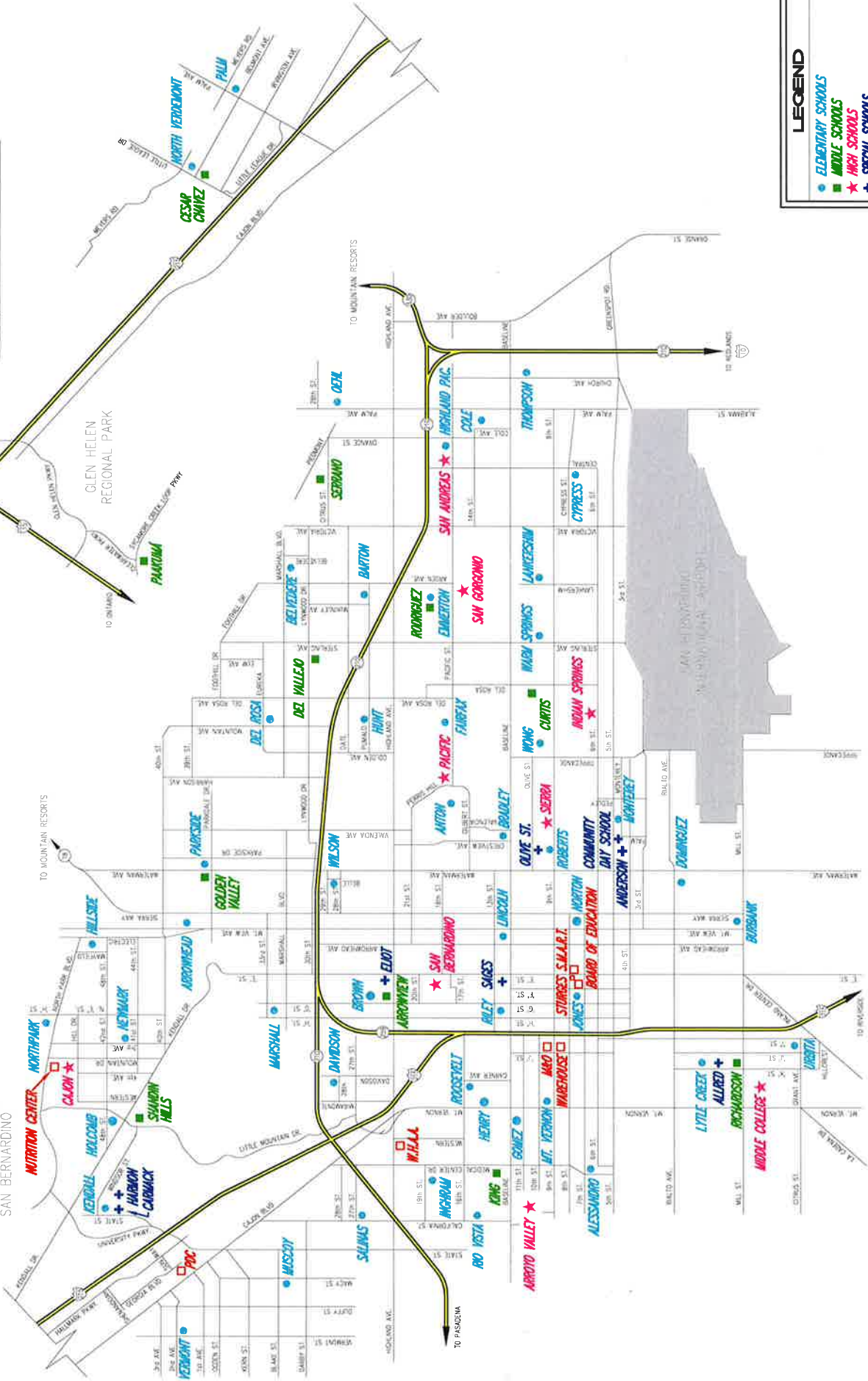
DATE: _____ PHONE: _____ FAX: _____

E-MAIL: _____

BID TITLE: _____



CALIFORNIA STATE UNIVERSITY
SAN BERNARDINO



LEGEND

- ELEMENTARY SCHOOLS
- MIDDLE SCHOOLS
- ★ HIGH SCHOOLS
- + SPECIAL SCHOOLS
- DISTRICT BUILDINGS
- PROPOSED SITE

REV 05-25-16

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT