

## **BID FORM**

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

*San Bernardino City Unified School District*

**Sealed Bid, PREPARED & DELIVERED PIZZA, DUE: BY 11:00 a.m. 3/26/19**

1257 Northpark Boulevard

San Bernardino, CA 92407

Phone: 909/881-8000 x224

TO:

**BID #NSB 2018/19-8**

Item: **PREPARED & DELIVERED PIZZA**

Date mailed: **February 28, 2019**

**This bid MUST be received on or BEFORE: 11:00 a.m. on March 26, 2019**

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

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Dear Vendor:

The Nutrition Services Department of San Bernardino City Unified School District will receive sealed bids for **PREPARED & DELIVERED PIZZA**, under Bid #NSB 2018/19-8, in accordance with the attached conditions and specifications. This Bid must be received on or before **11:00 a.m. Tuesday, March 26, 2019**.

Enclosed you will find the required form for Bid #NSB 2018/19-8. Return your completed copy to this office in a sealed envelope, clearly noting the bid number and opening date and time as indicated.

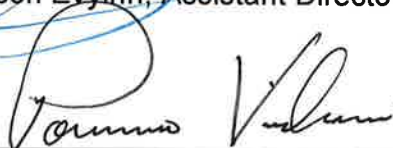
Thank you for your interest in our District and participation in this bid process.

Bid form compiled by: Lisa Falcone, Admin. Analyst



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Jason Eyylnn, Assistant Director



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Ponciano Vidaurri, Assistant Director/  
for Adriane Robles, Director

## NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received in the Nutrition Services Department of the San Bernardino City Unified School District, 1257 Northpark Boulevard, San Bernardino, California, 92407, on or before 11:00 a.m. on March 26, 2019, for PREPARED & DELIVERED PIZZA, under Bid No. NSB 2018/19-8.

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, and to accept or reject any items thereon.

Publications of this Notice are February 28 and March 7, 2019.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

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

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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 CONDITIONS**

1. **SUBMITTING BIDS:** Each bid must be received in the Purchasing Office of the Nutrition Services Department, San Bernardino City Unified School District, 1257 Northpark Boulevard, San Bernardino, California, 92407, by the time prescribed on the face of the bid form. Each bid shall be in a **sealed envelope** bearing the bid number, the date, and hour specified for public opening.
2. **RESPONSIBILITY:** All bids shall be **signed** in longhand 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 bids 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 of informalities in any bid or in the bidding; and to accept or reject any items in the bid. No bidder may withdraw this bid for a period of ninety (90) days after the date set for opening thereof.
5. **TIE BIDS:** In the event of identical bids, the Board may determine by lot which bid shall be accepted. Ref. PCC 20117.
6. **SUBSTITUTIONS:** Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words "**or equal**" unless the bid specifically requires no substitutions. The bidder may offer any material or products which shall be substantially equal to that so indicated or specifically provided; however, the bidder shall furnish within the bid response, full descriptive information covering the product bid on, properly marked, showing item number and page number on each sample or description. Additionally, 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 bidder, and if not destroyed by tests will upon request be returned at bidder'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 bidder shall hold the San Bernardino City Unified School District, its officers, agents, servants, and employees, harmless from liability of any nature or kind on account of use of any copyrighted composition, secret process, patented invention, article, or appliance, furnished or used, under this bid.
10. **DELIVERY:** It is understood that the bidder agrees to deliver prepaid all items on which bids are accepted to the locations indicated on this bid form. All costs for delivery, drayage, freight or the packing of said articles are to be borne by the bidder.
11. **SALES TAX:** (A) Do not include California State Sales Tax in bid; said tax will be added to invoice and paid by the District. (B) Do not include Federal Excise Tax or Use Tax in bid; the district is not subject to it.
12. **DISCOUNT:** Cash discounts when stated on bid shall be allowed on all payments that are processed by the District with reasonable promptness after acceptance of material and receipt of vendor's invoice in triplicate. Unless specified otherwise, cash discounts for a period of less than thirty (30) days will not be considered in determining a low bidder.
13. **NON-BIDDERS:** If bid is not made, please notify the District if you wish to remain on the mailing list.
14. **INTERPRETATIONS OF BID DOCUMENTS:** All interpretations of the bid conditions and/or specifications shall be made only by written addendum. The school District shall not be responsible for any other explanation or interpretation of the bid document.
15. **LEGAL REQUIREMENTS:** All bidders are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.
16. **COMMUNICATION OF AWARD:** Bid awards made by the Board of Education shall not become binding upon the School District until communication in writing to the successful bidder.
17. **SAFETY REGULATIONS:** All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California.
18. **EQUAL OPPORTUNITY:** The bidder hereby certifies that he is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel. Per 2 CFR Pt. 200, App. II C, the Equal Opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference and shall be considered part of this bid and by submitting bid response, vendors certify compliance thereto.

## **SUPPLEMENTAL TERMS & CONDITIONS**

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

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

Any questions regarding this bid shall be directed to the Nutrition Services Purchasing Office at 909.881.8000 x224, prior to the opening.

2. **Award:** The bid will be awarded to the single lowest responsive bid and responsible bidder meeting all the terms and specifications of the bid documents, based on lowest total cost for 14" pizzas, quality of the products, service, delivery requirements, and vendor's reputation and references—as in the overall best interest of the District.

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

The District reserves the right to waive details of the bid specifications if it determines that such a waiver will not make the bidding process unfair; if the deviation from the specifications is inconsequential. 'Minor/Waivable' rule *may* be applied at the discretion of the District management—in the case of slight errors, insignificant omissions, or immaterial technicalities—in good faith to reasonably promote fair and open competition and access to procurement. The District continually endeavors to further clarify and improve bid instructions. Any technical details previously waived in any past price request, bid, award process, or previous purchase order/contract may not be waived in evaluation of and resulting compliance with this NEW bid, as subject to the conditions currently stated herein. **Notwithstanding, the District reserves the right to award bids as deemed necessary and in the best interest of the Nutrition Services Department.**

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

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

√ **Certify compliance by checking within the boxes below:**

- ☐ Have a comprehensive HACCP Plan in place and *provide plan documentation and certification of conformance* illustrating operations in compliance with HACCP principals ***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) school districts or food service institutions with approximately ten (10) or more delivery sites.
  - ☐ ***Provide substantiation within your bid response*** of prior experience of at least one (1) successfully fulfilled contract of reasonably comparable dollar value and products delivered to multiple delivery points for a school district or similar food service institution.
  - ☐ Own a sufficient number of facilities and delivery vehicles to be able to provide timely and complete deliveries as requested.
  - ☐ Provide complete and accurate (preferably automated) billing as requested by the Nutrition Services Accounting Department. A consolidated statement for all sites in addition to billing by site is currently required. Invoices payable monthly unless otherwise agreed upon by Nutrition Services Department. Invoices must reflect Purchase Order number to initiate payment. Proof of delivery (P.O.D.) is to be sent to Nutrition Services Accounts Payable when order is received. P.O.D. to include order detail and signature of Nutrition Services personnel at receiving site. USAGE reports, by item/site, to be provided by vendor upon request.
4. **Sole Judge:** The District will be the **sole judge** of the merits and qualifications of the products AND of the ability of the vendor to meet District requirements. The District will be the sole judge as to whether the products are, in fact, substantially equal to the specifications set forth herein and whether any deviations are acceptable to the District. The District reserves the right to waive any irregularities or informalities in any bid, and to accept or reject any items thereon.

5. **Term:** The unit prices bid herein shall be effective/remain firm for the period of one (1) year after the formal award date of the bid, which is anticipated as **APPROXIMATELY** May/June 2019. It is understood that products may be delivered up to the last day of the covered term. {A blanket purchase order may be issued to the successful bidder after Board approval. Board meetings usually take place on the first and third Tuesdays of the month (or as otherwise scheduled by the Board.) Internal Board agenda deadlines are usually approximately three to four weeks before the scheduled meeting date.}

**Extension Option:** Beyond the initial one-year period, the District may elect to extend the award for additional six month or one (1) year periods, (or a lesser period if mutually agreeable) not to exceed a total of three (3) years, as in the best interest of the District. Any extension made upon mutual consent of the District and the vendor shall be at the same terms, conditions, and pricing per item, except where a bona fide increase has taken place. A price increase may be considered if justification of the cost increase is provided and evidenced by documentation – such as the manufacturer of an item stating increased raw material costs, and providing invoices or other supporting documentation as specific quantitative proof and/OR not to exceed the higher Consumer Price Index that best represents the San Bernardino local area (*Riverside-San Bernardino-Ontario, CA*) for the items purchased and/or “All Items” for the last twelve months from request of extension issued by District may be negotiated subject to the existing market conditions and approval by the District management. The successful bidder must substantiate any price increase with documentation that is acceptable and to the complete satisfaction of the District in order to justify the increase. Accordingly, any manufacturer or other negotiated price DECREASES shall be passed on to the District.

6. **Prices:** Prices bid shall be a maximum/not to exceed firm price for the awarded one-year bid term. Prices bid shall include all vendor indirect and overhead costs, including profit and ancillary expenses such as freight, pick-ups, storage costs, fees, delivery, containers, packing, drayage, insurance, etc. No additional charges or any types of fees, tips, or surcharges are to be added later. No fuel surcharges will be accepted.
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 of receiving 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. **Delivery:** All delivery, packaging, etc. charges are to be included in the bid price. Delivery is F.O.B. to any and all locations within the San Bernardino City Unified School District, currently located within the cities of San Bernardino and Highland. The District reserves the right to make additions to, or deletions from, or special arrangements/changes if required, to the list of sites and schedule on Exhibits A, B, and C, 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](http://www.sbcusd.com).

Link to school site locator: <http://apps.schoolsitelocator.com/?districtcode=43985>

Upon arrival at all District sites and/or school campus, vendor delivery personnel shall enter through central/front office, and adhere to site procedures for visitors entering site and/or campus. The successful bidder must deliver direct to locations as specified and shall not contract delivery. Deliveries not made in accordance with these requirements are subject to refusal.

**Secondary School Site/Kitchen Deliveries:** The successful vendor must have the capabilities of delivering any and all items on the bid. Deliveries currently include secondary school sites/kitchens - approximately eighteen (18) locations as per attached list of schools and addresses (Exhibit A), in such quantities as ordered by Nutrition Services personnel.

Delivery will include nine (9) high schools and (9) middle schools. The successful bidder is required to deliver **up to twice daily**, Monday – Friday (except when school is not in session) as per attached delivery times (Exhibit B) **or as needed/menueed** by sites.

**Administrative Site Deliveries:** Delivery will include two (2) sites as per attached list of sites and addresses (Exhibit C) once daily (Monday – Friday) **or as needed/menueed** by site.

**Catering Ordered Deliveries:** Catering orders will include delivery to ANY site within the San Bernardino City U.S.D. boundaries on an **as needed** basis.

Bidders shall confirm ability to deliver District-wide, ensuring plan to adequately handle District capacity and meet all District service and delivery requirements as stipulated throughout the bid, by providing a written, strategic delivery plan illustrating plan to provide quantity of products, number of vehicles/fingerprinted driver(s)/transportation logistics, and planned number of routes/assigned sites to meet delivery deadlines for site locations, including District-wide insulated containers and warming bags, etc.

➤ **INCLUDE VENDOR ORDER & DELIVERY PLAN within bid response:**

*Vendors shall include within bid response, vendor's delivery and ordering instructions/information—including "gear-up" time required (from notice of award to actual delivery service to District sites), highlighting proposed order by deadlines, order placement process, order adjustment deadlines, number of delivery vehicles/fingerprinted drivers to be dedicated to the District, etc., confirming plan/ability to service all District Café sites from specific vendor stores/locations. Plan shall be in accordance with terms, conditions, and requirements as stated throughout the Bid.*

*Bids not including a vendor order and delivery plan are subject to refusal at the discretion of the District.*



Visitor Management System: The District utilizes an automated system to ensure visitors to campuses are properly identified and signed-in, requiring presentation of valid photo identification to front desk staff for clearance/checking against sex offender registries nationwide and printing of a visitor badge with name, photo, and destination--to be returned to the front office at the conclusion of visit. For questions, concerns, or more information on the system, please visit [www.sbcusd.com/raptor](http://www.sbcusd.com/raptor) or [www.raptortech.com](http://www.raptortech.com).

9. New Vendor Transition: If bid is awarded to a vendor not currently under contract with the District, awarded vendor will be expected to facilitate start-up/transition procedures and promptly address any issues involved ensuring a smooth and seamless transition. The successful bidder, if requested, shall be responsible to provide on-site training to school personnel in proper food service handling techniques for dispensing your product.
10. Driving on Premises: Vendor's representatives driving motor vehicles on District grounds will use extreme caution, especially when school is in session. 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. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or open, evidence of vandalism, or accidental damage caused or noted, etc., should be reported to the School Police 24/7 Dispatch at 909.388.6130 or the 24-hour Emergency Number at 909.889.6833.
11. Orders: Each Secondary School and Administrative site will place their orders according to their needs. Orders may be called in by school sites, faxed, or E-mailed. The Nutrition Services Catering department will place any and all catering orders. Orders should be placed for pizza items as shown on the bid list only. 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 management whether payment will be made to the vendor for such items. Current order deadline is 72 hours prior to delivery date for 25+ pizzas; otherwise, 48 hours prior to delivery date.
12. Usage: The total "estimated yearly usage" shown is the District's best estimate of the quantities that will be required based on the information available at the 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 order more or less than such quantities throughout the term of the bid, delete a line item or entire bid, or purchase from different vendors. Purchase is contingent upon funds and subject to legal compliance. 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. Termination for cause and/or convenience applies as required for all contracts in excess of \$10,000 per 2 CFR Part 200, Appendix II (B.) See also Non-Performance.

13. Legal Requirements: Vendor shall comply with and be bound by all applicable provisions of law whether or not referred to herein. All products must conform to the provisions set forth in the federal, state, county, and city laws for their production, handling, processing, marketing, and labeling. All meat and meat products must be USDA graded. 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[l])." Per 2 CFR Part 200, Appendix II G—H, vendors agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C 6021).
14. Specifications: All items bid must conform to the specifications set forth in these bid documents. Specifications are minimum requirements that should be met or exceeded. Bidder shall state the brand and item number(s) bid.

**\*\*Bidders must complete and INCLUDE within bid response, the Product Formulation Statement for Meat/Meat Alternate, Grains, and Vegetables and Fruits on their company's letterhead for each item. Successful bidder shall submit Product Formulation Statements on company's letterhead with an updated date, for any yearly extension.**

➤ **INCLUDE SPECIFICATION/NUTRIENT ANALYSIS within bid response.**

*Failure to supply all product spec sheets and complete nutrient analysis/Product formulation Statement confirming conformance to National School Lunch Program may result in rejection of the bid as non-responsive. Spec sheets and Nutrient information shall be dated and signed as appropriate and clearly marked with related bid line item number and submitted in sequential order.*

Vendors may propose any product "**equivalent to**" that specified. Bidders submitting an or equal item certify that 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. 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 currently in use. 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 menu consistency. **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.

14" Pizzas shall:

- ⇒ Meet FDA and USDA meal pattern protein & grain requirements of the Child Nutrition Program, 2 oz. meat/meat alternate and 2 oz. grain equivalents.
- ⇒ Be **fresh**, not frozen at any time.
- ⇒ Crust must be whole grain i.e. 51% whole wheat (16 grams/serving).
- ⇒ Not contain any form of tree nuts.
- ⇒ Each slice is not to exceed 400 calories, 30% from total fat, zero grams of trans fat, and minimum saturated fat and sodium preferred for weekly average meal considerations.
- ⇒ Slices **MUST BE UNIFORM** and consistent in size/amounts of cheese, meats, and tomato sauce.
- ⇒ Slices **must be CUT uniformly** in size in order to satisfy student customer preferences. Unequal/smaller than equal size slices will be removed and returned for full credit.
- ⇒ Pizza seasoning shall not contain monosodium glutamate (MSG).
- ⇒ Hand kneaded, minimum 14" in diameter and 8 slices.
- ⇒ Be delivered at a minimum of 140 degrees Fahrenheit.

15. Quality Of Materials And Services: Delivery containers must be **clean**, sturdy and free from debris. Cartons must be constructed to insure safe and sanitary transportation and convenient storage. The San Bernardino City Unified School District, Nutrition Services department will be the final judge of acceptability of the carton for use in the school cafeterias. The bidder must display a valid San Bernardino County Health Department permit. **A current copy of bidder's Health Department Certification(s) must be submitted along with bid.** Vendor who is awarded bid, will be required to submit certification copy throughout contract period. Any substandard rating shall be cause for termination of contract. Vendor shall issue credit to the District for all products refused and/or returned that are damaged, defective, delivered below stated temperature, or do not meet specifications.

16. Packaging: Pizza boxes used for the District orders should be packaged in the same boxes as used at the retail outlet. The District reserves the right to disapprove of any other type of packaging. Outer portion of packaging (boxes) shall be labeled to identify type of product (i.e. cheese pizza, pepperoni and cheese pizza) when delivered to school. Vendor shall provide satisfactory holding facilities, i.e. heavy corrugated cartons, Styrofoam containers, etc. Packaging material shall be of strength sufficient to prevent crushing of food.

All pizzas must be delivered hot, freshly prepared, baked daily and delivered with an internal temperature of at least 140 degrees Fahrenheit in Food Grade boxes printed with the company logo. Whenever possible, the District would like to use Environmentally Preferable Products (EPP). Related terms include "environmentally appropriate", "environmentally sensitive", and "environmentally sound". Deliveries shall be made within 15 minutes of stated delivery time as indicated on Exhibit B or as specified at time of order. **Sites may require two (2) deliveries per day.**

It may be necessary that the successful bidder leave the pizza inside the insulated containers due to storage constraints at some locations. Successful bidder must supply warming bags to keep the pizza hot, as requested.

Recycled/Local: Per District Board Policy 3300, **when price, fitness, and quality are equal**, recycled products shall be preferred when procuring materials for use in District schools. Vendors are required to bid recycled/recovered materials accordingly, to the maximum extent possible. By not bidding on recycled/recovered materials, vendor certifies that a recycled product of **equal price, fitness, and quality** is not available.

In accordance with 40 CFR 247, procurements must contain the highest percentage of recovered materials **practical**, consistent with maintaining satisfactory levels of competition, when the purchase price or value of the quantity procured exceeds \$10,000. The Resource Conservation and Recovery Act/Environmental Protection Agency (EPA) recommended recovered material content ranges are desired for any applicable items. **Preference, to the extent practicable and economically feasible, for products that conserve natural resources and protect the environment and are energy efficient, is hereby noted.**

Local and 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.

17. Preparation and Assembly: Pizzas shall be prepared under properly controlled temperatures as required by regulations. Pizzas must have an internal minimum temperature of 140 degrees Fahrenheit. Failure to meet these requirements will be cause for rejection of the entire lot delivered, at vendor's expense. The vendor must take back and exchange, credit or refund, any and all product which is unsellable due to manufacturer product not meeting minimum specifications or poor quality, including take back and issue credit for unequal sized slices .

**\*\*At least one (1) food item inside each transport unit must be time and temperature checked before departing the Successful Bidder's facility. A receipt and/or invoice will be submitted to the site upon delivery which will include the time and temperature details of each hot bag/insulation unit.**

Prepared pizzas shall be held in properly heated areas that meet sanitation standards. All transporting and other food service equipment shall be cleaned and sanitized on a daily basis. If conditions of boxes become unacceptable for food handling, the vendor agrees to replace the container. The vendor agrees to make deliveries as specified by the Nutrition Services Department. **Product is to be delivered within fifteen (15) minutes of stated delivery time as indicated on Exhibit B or as specified at time of order.** Delivery bags are to be picked up on each day of delivery.

18. Invoicing: Invoices shall be prepared in duplicate and must reference purchase order number. Original copy is left with each Cafeteria Manager or receiver of the order, at

the time the product is delivered. Vendor retains duplicate copy. **Invoice must be signed and dated by person receiving the order.** Invoice must be fully itemized showing quantity, packaging, unit price and extended cost per location. **Monthly statements** are to be submitted to San Bernardino City U.S.D., Nutrition Services, Attn.: Accounts Payable, 1257 Northpark Blvd., San Bernardino, CA 92407.

19. Disaster/Contingency Plan: The awarded vendor shall have a plan in place that will ensure uninterrupted delivery of product in the event of an emergency, work stoppage/strike, or other that would prevent vendor from supplying and/or delivering product. Vendor to facilitate/initiate the back-up plan during emergency and notify District's Nutrition Center Assistant Director/Program at (909) 881-8008 x229 prior to implementation of back-up plan.
20. 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.
21. 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 and 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 food storage areas and delivery vehicles. All chemicals used shall be certified as safe for use around food. The bidder must display a valid San Bernardino County Health Department permit.
22. 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 items per the contract, in a timely manner, as specified, shall constitute unsatisfactory service. If the vendor fails or neglects to perform as set forth herein, the District may, without further notice or demand, cancel award and rescind any purchase order or may purchase elsewhere and hold vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of vendor in performing the required terms and conditions herein. This is in addition to and not in limitation of any other rights or remedies available to the District. The vendor may also be penalized by being deemed as non-responsible as may apply to future bid opportunities. The District may withhold a sufficient amount or amounts of any payment otherwise due to the vendor, as in its judgement may be necessary to cover defective items not remedied or a failure to delivery requested items and the District may apply such withheld amount(s), including short-payment for incorrect invoices, to the payment of such claims, in its discretion. Vendor may be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing in the customary

manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the vendor.

23. 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 to locations as specified 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 District staff receiving the material shall be left at the delivery location. (2) The vendor shall retain duplicate copy. Delivery requires products in containers that are clean, in vehicles/on racks that are clean, and by personnel that are properly attired. Vehicles will be kept in good repair. Maintenance records must be available for inspections by District personnel. Vendor must receive and deliver products to schools 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>

24. 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.

25. Substitutions: The successful vendor must conform to the specifications set forth in these bid documents 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 by the Nutrition Services Department Assistant Director/Program or designee prior to delivery. Documentation from the manufacturer or other evidence verifying availability problems or changes 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.
26. 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 after request at no charge to the District. Each sample must be clearly marked with the vendor's name, nutrient analysis, and/or specification sheets. All samples shall become the property of the District. Failure to furnish samples as requested may be cause for rejection of the bid.
27. Returns: Vendor shall issue credit(s) to the District for any product returned from the school sites that may not meet the District's standards for quality and could not be used.
28. Non-Conformance to Specifications: No change shall be made in any specification of any item awarded unless a written statement detailing the changes with documentation is first submitted to the District and written consent thereto obtained. Vendors are expected to take immediate action to correct any situation in which product integrity is violated. If, in the opinion of the District, a bid item purchased does not conform to specification or perform to the standards of the previous samples submitted, the District reserves the right to have the product tested by an independent testing laboratory or state weights and measures representatives. If the test shows that the product does not conform to specifications or meet the standards of samples submitted, the cost of testing will be charged to the vendor and the contract may be cancelled. If any product fails to meet specifications, the District may require, within a reasonable time as determined by the District: cash restitution or in-kind replacement, at the District's discretion for the entire lot that failed; and/or payment for the value of all meals that the District served which failed to contain the required components of a reimbursable meal because the vendor provided short-weighted products.

The District may withhold a sufficient amount(s) of any payment otherwise due to the vendor, as determined necessary to cover defective items not remedied. A notice of

products failing to contain required quantities/meet specifications will constitute a breach of contract and may result in contract termination. The vendor must absorb all costs resulting from termination for cause.

29. Service: The District requires a high level of service and support from the awarded vendor. Vendor will be held responsible for order follow-ups and timely deliveries for all sites and follow-up as necessary. Partial shipments are discouraged. The goal is to order all items from one source and to receive complete orders. Any order or delivery discrepancies shall be handled promptly by the vendor's contact person assigned to the District. On-site response may be required. Any and all available incentive programs, rebates, promotional or marketing material, and or corporate rewards shall be provided on to the District accordingly. Vendors must help to redeem, send reports, and/or provide usage reports as necessary to maximize benefits to District. Vendors should include information with bid response.
30. Food Safety/Recalls: The successful bidder shall immediately notify the District in writing of any potential disease, illness, or recalls associated with the food product which stem from improper procedures or defective food product. The successful vendor shall have a product recall system in place that notifies the District within 24 hours of the product recall 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, timely response and continued follow-up is critical.
31. Covenant Against Gratuities: The vendor warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the vendor or any agent representative of the vendor, to any officer or employee of the District with a view toward securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the District shall have the right to terminate the contract, either whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which vendor agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the District provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract. The Nutrition Services Department expressly requests NO GIFTS of any kind.
32. Conflict of Interest: The awarded vendor shall disclose to the District the name of any officer, director, employee, or consultant who is also an employee of the District. The awarded vendor shall also disclose the name of any District employee who owns a significant stock interest of the awarded vendor's corporation, or any of its branches, or any other real or apparent conflict of interest with any District employee.



33. 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. Complete the Non-Collusion Declaration (1 page form) enclosed and return with your bid response.
34. CDHS-FDB Registration: Vendors submitting bids hereby certify compliance with California Health and Safety Code Section 110460, et seq. requires all businesses engaged in the manufacturing, packaging, labeling, or holding (warehousing) of processed food products in California to register annually with CDHS-FDB. Specific information about the CDHS-FDB registration requirements is available at <https://www.cdph.ca.gov/Programs/CEH/DFDCS/Pages/CertificatesandLicenses.aspx>
35. 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. District policies, including policies governing bids/awards/protests, may be accessed via the District's website: [https://sbcusd.com/school\\_board/board\\_policies/](https://sbcusd.com/school_board/board_policies/).
36. Hold Harmless: To the fullest extent permitted by law, the vendor agrees to and does hereby indemnify and hold entirely harmless the District, its officers, agents and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, including any and all claims under Workers' Compensation acts and other employee benefit acts with respect to vendor's employees/subcontractors arising out of vendors work under this proposal, any act, neglect, default, or omission of the vendor which may be incurred by reason of: A. Liability for damages for (1) death or bodily injury to persons, (2) injury to property, or (3) any other loss, damage—including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the vendors work under this bid, including injury or damage either on

or off the property of the District—or expense arising out of the contract sustained by the vendor and any person, firm or corporation employed by the vendor upon or in connection with the work either directly or by independent contract called for in this bid except for liability for damages referred to above which results from the sole negligence or willful misconduct of the District, its officers, employees, or agents. B. Any injury to or death of persons or damage to property, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the services covered by the contract, whether said injury or damage occurs either on or off District property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents. C. The vendor, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any settlement or judgment that may be rendered against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any settlement or judgement that may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceeding as a result thereof.

37. Debarment/Lobbying Certification: Per the State of California, as a school food authority, we must require that each responding quotation include completed certification statements regarding debarment and lobbying. Complete the *Disclosure of Lobbying Activities (2 page form)* and *Debarment, Suspension, and Responsibility Matters (1 page form)* enclosed and return with your bid response.
38. Insurance Requirements: The successful vendor will be required to meet District insurance requirements for Comprehensive General Liability, Workers' Compensation, and Automobile Liability. Attached are three forms, entitled: *Instruction for Completing, Executing and Submitting Evidence of Insurance (2 pages)*; *Insurance Requirements (2 pages)*; and *General Liability Additional Insured Endorsement (2 pages)*, regarding these requirements.

All bidders submitting a bid certify to comply with District insurance requirements, including Workers' Compensation per provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with code provisions.

39. Fingerprinting. The successful vendor will be required to comply with all provisions of Education Code Section 45125.1 regarding fingerprinting. Please see attached *Fingerprint and Criminal Background Check Certification form (1 page.)* Fingerprinting clearance or approved waiver 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 info.: <https://oag.ca.gov/fingerprints/agencies>
40. 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.) *Include a copy within bid response.* NOTE: This is not a Federal Tax ID or State Registration number. Awarded vendor shall

obtain necessary business license/registration within the City of San Bernardino.  
 Link to the City of San Bernardino business license information: <http://www.ci-san-bernardino.ca.us/>

41. **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 (per SUPPLEMENTAL TERMS & CONDITIONS, 3.) and provide references herein:

	<u>School District/ Institution:</u>	<u>Contact E-mail:</u>	<u>Phone &amp; FAX:</u>	<u>Award Dollar Value:</u>	<u># of Delivery Sites:</u>
1					
2					
3					
4					
5					

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

42. **Delivery Facilities/Vehicles:** List number/type of facilities/vehicles to service District:

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ (Toll-free or local number requested.)  
 FAX: \_\_\_\_\_ Cell: \_\_\_\_\_  
 E-mail: \_\_\_\_\_ Text/Carrier: \_\_\_\_\_  
 Note: Please confirm orders are accepted via E-mail addressed to: \_\_\_\_\_  
 Emergency contact person and phone: \_\_\_\_\_

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, attachments, required forms or documentation, any addendums, written clarifications, and resulting purchase order—all complimentary in that obligation required by one section and not in others shall be done as if required by all. Furthermore, all information furnished herein, related forms, and supplemental documentation as required by the successful vendor shall be kept correct and up-to-date at all times. It is the responsibility of the awarded vendor to advise, update, and report any material change(s) to the vendor's status/information submitted during the life of the bid, including all extension periods. Such documentation may include, but is not limited to, insurance certificates, fingerprinting clearance, debarment and lobbying information, etc. Should vendor fail to comply, District may terminate award without notice.

Vendors submitting signed bids expressly certify compliance with applicable laws, Federal procurement regulations found in title 2 Code of Federal Regulations Section 200.318--326 which shall be read and enforced as if included in full herein, and District policies and procedures as applicable to this bid, including but not limited to, Tobacco/Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq. requiring a published statement notifying employees concerning the prohibition of controlled substance at the workplace, an established drug-free awareness program, and a requirement of each employee engaged in the performance of the contract be given a copy of the statement per section 8355(a), and require such employee to agree to abide by the terms of that statement) as well as District Affirmative Action programs. Vendor and all vendor representatives shall abide by the same conditions of conduct as expected of District employees, without the implication of employment. District policies may be accessed via the District's website:

[http://sbcusd.com/school\\_board/board\\_policies/](http://sbcusd.com/school_board/board_policies/)

Vendor acknowledges receipt and/or acceptance of the following District policies: Smoking and Use of Tobacco at District Facilities (BP 3513.4); Affirmative Action Program for Equal Employment Opportunity (BP 4030.1); Nondiscrimination In Employment (BP 4030); Drug and Alcohol-Free Workplace (BP 4020.)

45. **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 bid is received before the opening time. By signing on bid SIGNATURE PAGE, signer certifies they are an authorized representative of the vendor and that information contained in the bid response is accurate and true, and binding upon the vendor.
46. **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.

47. Iran Contracting Act: As applicable to contracts for goods or services of \$1,000,000 or more, vendors submitting bids hereby certify they are not on the current list of entities engaged in investment activities in Iran created by the California Department of General Services ("DGS") and in compliance with Public Contract Code sections 2200-2208, or shall demonstrate within bid response proof of exemption from certification. Link to prohibited entities:  
<http://www.documents.dgs.ca.gov/PD/poliproc/Iran%20Contracting%20Act%20List.pdf>

## **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](mailto: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: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_\_) \_\_\_\_\_

Website: \_\_\_\_\_ E-mail: \_\_\_\_\_

Bidder Checklist: ☒ **to confirm included**—(Ref. SUPPLEMENTAL TERMS & CONDITIONS Number)

- ☐ HACCP Plan compliance documentation enclosed—(3.)
- ☐ Vendor Order and Delivery Plan—enclosed—(8.)
- ☐ Nutrient Analysis/Specification Sheets for all items—enclosed—(14.)
- ☐ Current copy of Health Department Certification enclosed—(15.)
- ☐ Documentation of any Non-Domestic items; enclosed Buy American Cert.—(24.)
- ☐ Non-Collusion Declaration (1 page form)—(33.)
- ☐ Debarment/Lobbying—(37.)
  - Disclosure of Lobbying Activities (2 page form) and
  - Debarment, Suspension, and Responsibility Matters (1 page form)
- ☐ Substantiation of prior experience/proof enclosed—(41.)

Remember to complete:

- ⇒ **Original Signature Above**
- ⇒ Business License Number with copy—(40.)
- ⇒ References listed with proof of experience docs submitted—(41.)
- ⇒ Facilities/Delivery Vehicle Information—(42.)
- ⇒ District Contact—(43.)

Items required by successful vendor upon award of Bid:

- Insurance Certificate w/Additional Insured Endorsement per District forms—(38.)
- Fingerprint and Criminal Background Check Certification (1 page form)—(39.)
  - ⇒ 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 ☐

## SPECIFICATIONS

Estimated Annual Usage	Unit	Description	Unit Price	Extended Total
52,060	EA	<p>Pizza in accordance with all bid specifications, terms, and conditions, hand kneaded, fresh cooked, minimum 14" in diameter, 8 slices as specified to meet USDA meal pattern protein &amp; grain requirements. Slices to be uniform and consistent in amounts of cheese, meats, and tomato sauce. Pizza seasoning shall not contain monosodium glutamate (MSG). Crust must be whole grain i.e. 51% whole wheat (16 grams/serving). Each slice is not to exceed: 400 calories, 30% from total fat, zero grams of trans fat, and minimum saturated fat and sodium preferred for weekly average meal considerations.</p> <p><b>NSLP Cheese only and/or NSLP Pepperoni</b> must meet 2-oz. meat/meat alternate and 2-oz. grain equivalent. Bidder must submit complete nutrient analysis within bid response.</p>	\$ _____	\$ _____

**Secondary Site deliveries** to be made to Middle and High School locations as listed on **Exhibit A**. Deliveries to be made up to twice daily, Monday - Friday (except when school is not in session) as per delivery times on **Exhibit B** or as menued/needed by sites. Approximately 5,555 pizzas total for all Secondary Sites per month (9) when school in session. This usage included in Est. Annual Usage above.

**Catering orders** will be delivered to any site/school within the San Bernardino City Unified School District boundaries on an as needed basis. Catering department will place orders with vendor. Approximately 2,065 pizzas annually, this usage included in Est. Annual Usage above.

## **OPTIONAL ITEM**

Approx. Annual Usage	Unit	Description	Unit Price	
4,025	EA	<p>6" Individual Pizza in a Box, round, 4 slices per pizza, fresh cooked, delivered hot, once per day (Monday - Friday) except when Administrative or school site is not in session. Cheese only and/or Pepperoni. Optional for two (2) delivery sites as listed on <b><u>Exhibit C</u></b>. Domino's or equal</p> <p>Bidder must submit complete nutrient analysis within bid response.</p>	\$ _____	



## **Exhibit "A"**

Delivery Locations - Secondary Schools, Central/Front Office > Kitchen

### **MIDDLE SCHOOLS**

1	Arrowview Middle School	2299 North G Street, San Bernardino, CA 92405	909-881-8030
2	Chavez Middle School	6650 N. Magnolia Ave., San Bernardino, CA 92407	909-386-2060
3	Curtis Middle School	1050 Del Rosa Ave., San Bernardino, CA 92410	909-388-6341
4	Del Vallejo Middle School	1885 E. Lynwood Dr., San Bernardino, CA 92404	909-881-8031
5	Golden Valley Middle School	3800 N. Waterman Ave., San Bernardino, CA 92404	909-881-4971
6	King Middle School	1250 Medical Center Dr., San Bernardino, CA 92411	909-388-6211
7	Richardson PREP HI	455 South K St., San Bernardino, CA 92410	909-388-6212
8	Serrano Middle School	3131 Piedmont Dr., Highland, CA 92346	909-881-8032
9	Shandin Hills Middle School	4301 Little Mountain Dr., San Bernardino, CA 92407	909-880-6749

### **HIGH SCHOOLS**

1	Arroyo Valley High School	1881 W. Base Line St., San Bernardino, CA 92411	909-884-4378
2	Cajon High School	1200 W. Hill Dr., San Bernardino, CA 92407	909-881-8035
3	Indian Springs High School	650 N. Del Rosa Dr., San Bernardino, CA 92410	909-383-3135
4	Middle College High School	1260 W. Esperanza St., San Bernardino, CA 92410	909-888-4501
5	Pacific High School	1020 Pacific St, San Bernardino, CA 92404	909-388-6220
6	San Andreas High School	3232 Pacific St., Highland, CA 92346	909-388-6215
7	San Bernardino High School	1850 North E St., San Bernardino, CA 92405	909-881-8033
8	San Gorgonio High School	2299 Pacific St., San Bernardino, CA 92404	909-388-6214
9	Sierra High School	570 East 9th St., San Bernardino, CA 92410	909-388-6219

**Secondary Sites Supervisor:** Denise Prevost, Ph. 909 881.8000 x234 or Cell: 909.841.5111

**Delivery Instructions:** Upon arrival at all District sites and/or school campus, vendor delivery personnel shall enter through central/front office, and adhere to site procedures for visitors entering site and/or campus.

**Orders and Delivery Times:** The set-up of orders and delivery times may vary per school/site. Successful bidder must work with the Nutrition Services Department and/or school/site on both set-up and delivery.

## **Exhibit "B"**

### Sample Delivery Times - Secondary School Sites

<b>HIGH SCHOOLS</b>	<b>DELIVERY 1</b>	<b>DELIVERY 2</b>
INIDAN SPRINGS <b>MONDAY</b>	11:45	12:25
INDIAN SPRINGS <b>TUESDAY-FRIDAY</b>	10:45	11:50
ARROYO <b>MONDAY</b>	11:05	11:45
ARROYO <b>TUESDAY-FRIDAY</b>	9:45	10:45
SAN G <b>MONDAY</b>	11:45	12:45
SAN G <b>TUESDAY-FRIDAY</b>	10:45	11:40
CAJON <b>MONDAY</b>	11:45	12:45
CAJON <b>TUESDAY-FRIDAY</b>	10:45	11:40
MIDDLE COLLEGE <b>TUESDAY-FRIDAY</b>	9:45	10:45
MIDDLE COLLEGE <b>MONDAY</b>	10:45	11:45
SAN ANDREAS <b>TUESDAY-FRIDAY</b>	11:30	12:30
SAN ANDREAS <b>MONDAY</b>	11:30	12:30
SIERRA <b>TUESDAY-FRIDAY</b>	12:30	
SIERRA <b>MONDAY</b>	12:30	
SAN BERNARDINO <b>MONDAY</b>	11:45	12:45
SAN BERNARDINO <b>TUESDAY-FRIDAY</b>	10:45	11:40
PACIFIC <b>MONDAY</b>	11:45	12:45
PACIFIC <b>TUESDAY-FRIDAY</b>	10:45	11:40
<b>MIDDLE SCHOOLS</b>	<b>DELIVERY 1</b>	<b>DELIVERY 2</b>
ARROWVIEW <b>MONDAY</b>	11:30	12:30
ARROWVIEW <b>TUESDAY-FRIDAY</b>	10:30	11:30
CHAVEZ <b>MONDAY</b>	11:30	12:30
CHAVEZ <b>TUESDAY-FRIDAY</b>	10:30	12:30
CURTIS <b>MONDAY</b>	11:30	12:30
CURTIS <b>TUESDAY-FRIDAY</b>	11:00	12:00
DEL VALLEJO <b>MONDAY</b>	11:45	12:30
DEL VALLEJO <b>TUESDAY-FRIDAY</b>	10:30	11:30
GOLDEN VALLEY <b>MONDAY</b>	11:30	12:30
GOLDEN VALLEY <b>TUESDAY-FRIDAY</b>	10:00	11:00
KING <b>MONDAY</b>	11:45	12:30
KING <b>TUESDAY-FRIDAY</b>	11:00	11:45
RICHARDSON <b>MONDAY</b>	11:00	12:00
RICHARDSON <b>TUESDAY-FRIDAY</b>	10:00	11:00
SERRANO <b>MONDAY</b>	11:30	12:30
SERRANO <b>TUESDAY-FRIDAY</b>	10:30	11:30
SHANDIN HILLS <b>MONDAY</b>	11:45	12:30
SHANDIN HILLS <b>TUESDAY-FRIDAY</b>	10:30	11:30

Schedule as received on 6/14/17 from Denise Prevost; any and all delivery sites and times **subject to change at ANY time** per District needs (see terms #8).

### **Exhibit "C"**

Delivery Locations - Administrative Sites & Catering

#### **Administration Building Café's: Pizza - Once Daily (M-F)** **excluding school holidays or if not in session**

Board of Education (Cafeteria)	777 N. F Street, San Bernardino, CA 92410, Ph. 909-381-1222 (Note: Temporary relocation to Professional Development Center, 4030 Georgia Blvd., San Bernardino, CA 92407)
Inland Career Education Center	1200 North E St., San Bernardino, CA 92405, Ph. 909-388-6024
Supervisor Contact: Glen Woods, Ph. 909-881-8000 x266 or Cell:909.841.5540	

#### **ANY District Location: Pizzas as Ordered by Catering**

Catering Orders will be delivered to ANY site/school within the San Bernardino City Unified School District boundaries on an as needed basis.

Catering Contact: Michelle Aguilar, Ph. 909-881-8000 x253

**Delivery Instructions:** Upon arrival at all District sites and/or school campus, vendor delivery personnel shall enter through central/front office, and adhere to site procedures for visitors entering site and/or campus.

**Orders and Delivery Times:** The set-up of orders and delivery times may vary per school/site. Successful bidder must work with the Nutrition Services Department and/or school/site on both set-up and delivery.

## **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.

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

**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

<b>1. Type of Federal Action:</b> a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance		<b>2. Status of Federal Action:</b> a. Bid/Offer/Application b. Initial Award c. Post-Award		<b>3. Report Type:</b> a. Initial filing b. Material change <b>For Material Change Only:</b> Year _____ Quarter _____ Date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime			<input type="checkbox"/> I. Subawardee <input type="checkbox"/> Tier, if known		
<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:					
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable:		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>c. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)		
<b>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.</b>			<b>Signature:</b>		
			<b>Print Name:</b>		
			<b>Title:</b>		
			<b>Telephone No:</b> (       )		<b>Date:</b>
<b>FEDERAL USE ONLY:</b>				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 1<sup>st</sup> 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.

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## 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.**

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

## INSURANCE REQUIREMENTS

Contract/Reference No. \_\_\_\_\_

<u>Cert./End.</u>			<u>Minimum Combined</u> <u>Single Limits</u>
<u>X / X</u>	Workers' Compensation	Insured	- <u>Statutory</u>
<u>/</u>	Employers Liability	Self Insured	- <u>\$5,000,000</u> <u>\$1,000,000</u>

<u>X / X</u> Comprehensive General Liability	\$1,000,000
--	-------------

<u>X / X</u>	Automobile Liability (if not included in General Liability coverage checked above)	\$1,000,000
--------------	--	-------------

<u>1</u>	Aviation/Airport Liability (including appropriate	
	General Liability coverage checked above)	\$
<u>1</u>	Professional Liability	\$

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

San Bernardino City Unified School District  
GENERAL LIABILITY  
ADDITIONAL INSURED ENDORSEMENT

Named Insured and Address \_\_\_\_\_

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

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

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

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

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

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

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

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

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

INCLUDES:

- |  |  |
|--|--|
| <input type="checkbox"/> Premises & Operations         | <input type="checkbox"/> Incidental Medical Malpractice                      |
| <input type="checkbox"/> Contractual Liability         | <input type="checkbox"/> Explosion Hazard                                    |
| <input type="checkbox"/> Independent Contractors       | <input type="checkbox"/> Collapse Hazard                                     |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Underground Hazard                                  |
| <input type="checkbox"/> Broad Form Property Damage    | <input type="checkbox"/> Garagekeepers Legal Liability<br>(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: \_\_\_\_\_

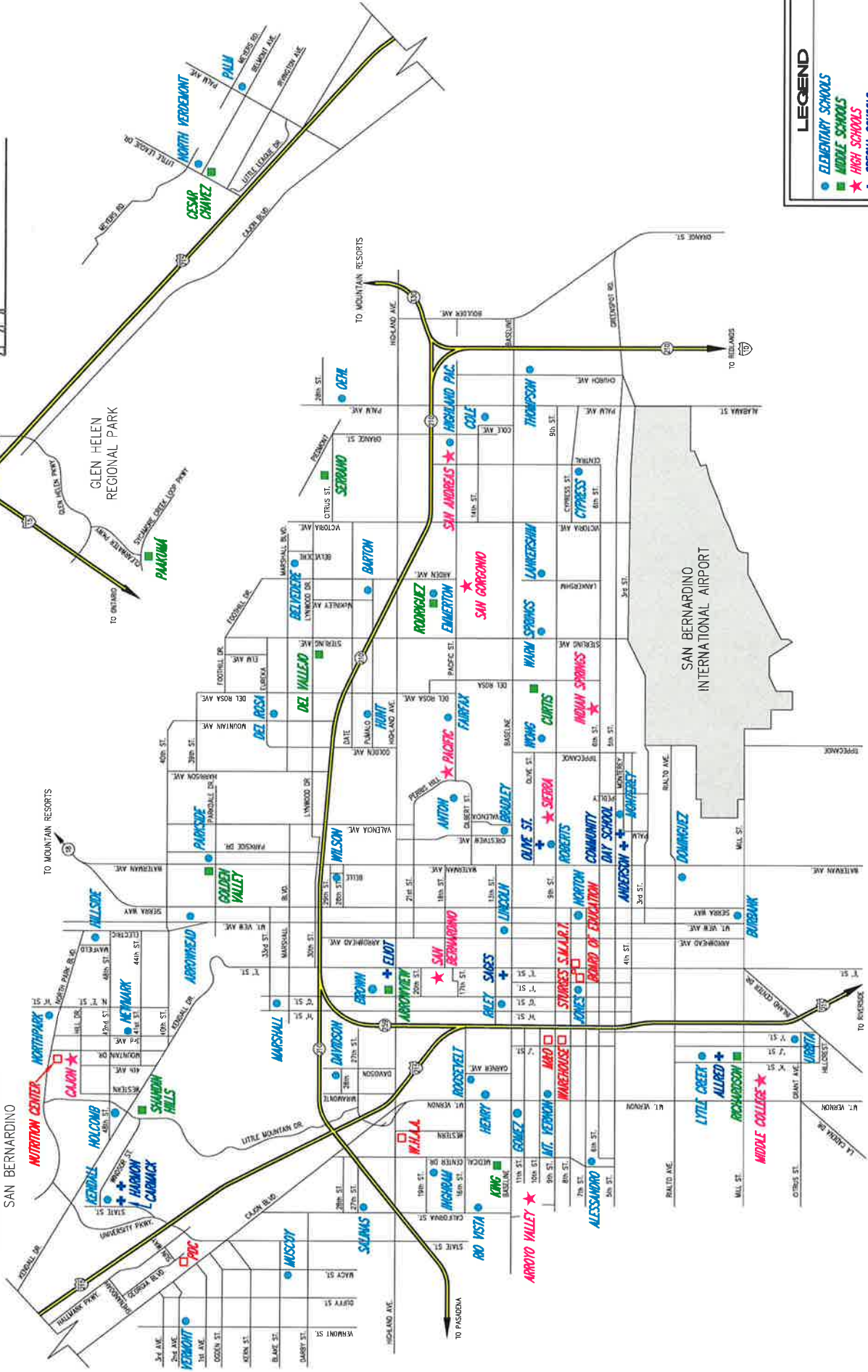
E-MAIL: \_\_\_\_\_

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