

BID FORM

Submit bid to: *Nutrition Services Department*
San Bernardino City Unified School District
Sealed Bid, PRODUCE, DUE: BY 11:00 a.m. July 16, 2019
1257 Northpark Boulevard
San Bernardino, CA 92407
Phone: 909/881-8000
FAX: 909/881-8016

TO: Vendor

Bid **#NSB 2019/20-2**
Item: **PRODUCE**
Date mailed: June 27, 2019

This bid MUST be received on or BEFORE: 11:00 a.m. on July 16, 2019.

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

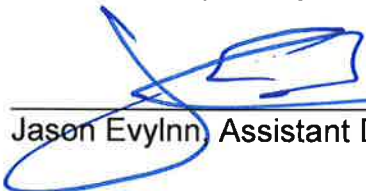
Dear Vendor:

The Nutrition Services Department of San Bernardino City Unified School District will receive sealed bids for PRODUCE, under Bid #NSB 2019/20-2, in accordance with the attached conditions and specifications. This Bid must be received on or before 11:00 a.m. on Tuesday, July 16, 2019.


Enclosed you will find the required form for Bid #NSB 2019/20-2. 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.

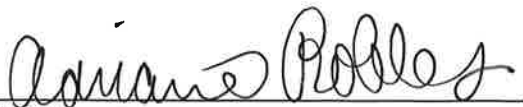
Bid form compiled by: Joanna Nord, Admin. Analyst



Jason Evylnn, Assistant Director



Ponciano Vidaurri, Assistant Director



Adriane Robles, Director

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received in the Nutrition Services Department of the San Bernardino City Unified School District, 1257 Northpark Boulevard, San Bernardino, California, 92407, on or before 11:00 a.m., on July 16, 2019, for PRODUCE, under Bid No. NSB 2019-20-02.

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

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

Publications of this Notice are June 27, 2019, and July 4, 2019.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

By: Joanna Nord, Administrative Analyst, Nutrition Services Department

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Attachments:

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

GENERAL BID INSTRUCTIONS AND CONDITIONS

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

SUPPLEMENTAL TERMS & CONDITIONS

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

2. **Award:** The purpose of this bid is to award to a single vendor for efficiency in ordering and delivery. **Award will be on an ALL OR NONE BASIS** to the single lowest responsive bid and responsible bidder meeting all the terms and specifications of the bid documents, based on lowest total cost, 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 items (Organic fruits and vegetables) or other offerings that are not called for within the bid scoop/award criteria shall not be considered when determining low bidder.

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

further clarify and improve bid instructions. Any technical details previously waived in any past price request, 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 best interest of the Nutrition Services Department.

3. Vendor Criteria: All responding vendors shall meet the following minimum criteria for bid submission. ✓ **Certify compliance by checking within the boxes below.**

- ☐ Have a comprehensive **HACCP Plan** in place and *provide plan documentation and certification of conformance* illustrating operations in compliance with HACCP 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 twenty (20) or more delivery sites/stops.
- ☐ **Provide substantiation** *within your bid response* of prior experience of at least one (1) successfully fulfilled contract of comparable dollar value and variety of products to multiple delivery points for a school district or similar food service institution.
- ☐ Own sufficient warehousing facility and delivery trucks to be able to provide timely and complete deliveries as requested, including special deliveries.
- ☐ Provide complete and accurate automated billing as requested by the Cafeteria Accounting Department. A consolidated statement for all sites in addition to billing per site is currently required. Invoices payable monthly unless otherwise agreed upon by Nutrition Services Department. Invoices, packing slips, and all related correspondence must reflect Purchase Order number. USAGE reports, by item and/or 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 **prices bid shall remain firm for the term of one (1) year after award** by the District Board of Education, with the **anticipated** start date of **October 1, 2019**. It is understood that products may be ordered up to the last day of the covered term; products should be received within 30 days thereafter. {A blanket purchase order may be issued to the successful bidder after Board approval. Board meetings usually take place on the first and third Tuesdays of the month (or as otherwise scheduled by the Board.) Internal Board agenda deadlines are usually approximately three 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, if it is in the best interest of the District and if the successful vendor agrees. Any extension made upon mutual consent of the District and the vendor shall be at the same terms, conditions, and pricing structure per item, except where a bonafide increase has taken place. An increase may be considered if justification of the cost increase is provided and evidenced by documentation—such as the manufacturer of an item stating increased raw material costs, and providing invoices or other supporting documentation as proof OR in accordance with applicable price indexes that best represent the San Bernardino area for the item(s) purchased, whichever is less, may be negotiated subject to the existing market conditions and approval by the District. The vendor must substantiate any price increase with documentation that is acceptable and to the complete satisfaction of the District in order to justify the increase. Accordingly, any manufacturer or other negotiated price DECREASES shall be passed on to the District.

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

As part of **Harvest of the Month** the district is seeking to increase the access and consumption of fruits and vegetables among the elementary students of our district. For approximately 8 months of the school year the district wants to offer and highlight a seasonal fruit/vegetable to elementary students. For each season (Fall, Winter and Spring) we are requesting a list of seasonal fruits/vegetables that could be offered and the best serving price for each fruit/vegetable that will be served to elementary sites only. The average serving per menuing is 30,000 students and needs to meet the USDA serving requirement of a ½ cup serving per student.

Act of God Clause: Prices are subject to change only in the event of extreme conditions considered to be Acts of God. Examples would be floods, hurricanes, and freezes that could affect the normal pricing of products. Any request for a change in price would be verifiable and only done with the District's approval.

7. Delivery Schedule/Order Form: The successful vendor will be required to provide a suitable *order form* and *delivery schedule* outlining delivery days for each site upon award of the bid, which shall be approved by the District. If required, vendor must be able to revise the order form and delivery schedule based on the needs of the District.
8. Delivery Requirements: The successful vendor must have the capabilities of delivering any and all items on the bid. **Inside deliveries, FOB destination, are to be made directly to food service kitchens.** Deliveries are to be made the night before the scheduled delivery (dark stops) or no later than 9:00 a.m. the day of scheduled delivery to all Secondary Cafeterias (Middle Schools-- Arrowview, Chavez, Curtis, Del Vallejo, Golden Valley, King, Richardson, Serrano, and Shandin Hills. High Schools-- Arroyo, Cajon, Indian Springs, Middle College, Pacific, San Andreas, San Bernardino, San Geronio). Deliveries to be between 7:00-11:30 a.m. for SAGES/Adult School Café, Admin./BOE Café, PDC, and the **Nutrition Center**- Distribution, Production, and Catering Departments, as noted below and in such quantities as ordered and placed in designated storage areas as specified by Nutrition Services personnel. Deliveries must be completed **two (2) times per week** for all sites with the exception of the Nutrition Center, which may require delivery **up to a daily basis** or as required. Time is of the essence as to delivery. Additional food service locations may be added or deleted during the life of the contract at the District's sole discretion. A District Map is enclosed for general location purposes. Additional information including school site listings, maps, and calendars, is available from the District website at: www.sbcusd.com

Interactive map to find school sites: <http://apps.schoolsitelocator.com/?districtcode=43985>

Nutrition Center Warehouse Deliveries: Daily deliveries are required between 7:00--11:00 a.m., and must be scheduled by calling our Warehouse at 909-881-8008 x237. 24 hour advance notice required. Appointments for delivery should be made as soon as the date is known as daily appointment schedule is quickly filled. Deliveries not made in accordance with these requirements are subject to refusal.

Pallets: All products must be delivered on full size, 40 x 48, wooden, four-way pallets. Pallets shall be stacked no higher than 66 inches.

Alternate delivery times will only be considered under extreme circumstances and as deemed unavoidable by the District.

The successful bidder shall have an employee on duty at 6:00 a.m. or an emergency phone number available where errors or lack of delivery can be reported.

Delivery slips, referencing the PO number and bid number, are to be provided in duplicate as follows: (1) Original copy signed by Nutrition Services personnel receiving the material shall be left at the delivery location. (2) The vendor shall retain duplicate copy.

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 requires products in containers that are clean, in vehicles that are clean, and by personnel that are properly attired. Trucks will be kept in good repair. Maintenance records must be available for inspections by District Personnel. Vendor must receive and deliver products to schools in accordance with the Sanitary Food Transportation Act of 1990. Vendors submitting requests certify compliance with this requirement.

<http://www.fda.gov/Regulatory-Information>

➤ **Include Vendor Order Form & Delivery Plan within bid response:**

Vendors shall include within bid response, vendor's delivery and ordering information, highlighting order placement and adjustment process, delivery routing considerations, etc., **confirming vendor's plan and ability to service all requested District Cafeteria sites.** Plan shall be in accordance with terms, conditions, and requirements as stated throughout the Bid.

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

9. **Security Clearance:** Vendor will be required to obtain training and security clearance by the District School Police Department (536 West Baseline Street, San Bernardino, 92410; 909-388-6030) for entering alarmed school sites. Failure to comply in a timely manner as required and/or with security procedures, such as leaving a site open, may result in fines to the vendor which will be aligned with losses as determined by the District or cancellation of award. Vendor shall be held liable for a single code/pin number with password issued to the company. If the code is misused, stolen, lost, etc., vendor assumes all responsibility. In the event the code number may be compromised in any way, vendor is to notify School Police immediately, 909-388-6030.
10. **Keys:** The successful vendor may be provided gate and cafeteria key(s) for entry into specified school sites as arranged with our Nutrition Services and/or Building Services Department, Key Shop, 909-381-6100. Vendor will be responsible for following District guidelines regarding key handling, providing a security deposit

as required, and shall be liable for the cost of re-keying and providing replacement keys if lost.

11. Driving on Premises: Vendor's representatives driving motor vehicles on District grounds will use extreme caution, especially when school is in session. Drivers will lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or open, evidence of vandalism, or accidental damaged caused or noted, etc. shall be reported to the School Police 24/7 Dispatch at 909-388-6130 or the 24-hour Emergency Number at 909-889-6833. In the event of vendor accidental damage to site fence or other, vendor must report in writing to Nutrition Services management immediately and will be liable for damages and held responsible for repair costs.
12. Orders: Orders will be placed (normally by phone) by each site the day before delivery is required according to their needs. Vendor may be required to alter orders daily. Orders for Elementary sites are placed by and delivered to the Nutrition Center Expeditor based on menu needs. Orders should be placed for produce related items only, as shown on the bid list. Orders should not be accepted for items that are not on the bid or unauthorized substitutions.
13. Usage: The "estimated annual usage" shown in the District's best estimate of the quantities that will be required based on the information available at this time. The Nutrition Services Department will be ordering products on an as needed basis from a blanket purchase order. This is an indefinite quantity bid. The District reserves the right to order more or less than such quantities, to delete a line item or entire bid over the contract period or to purchase from different vendors. The District does not guarantee orders nor shall the District be required to limit orders. Purchase is contingent upon availability of commodities and/or funds. Bid may be cancelled at any time with thirty (30) days written notice without cause and without any further obligation other than payment for goods rendered prior to the effective date of such termination.
14. Additional Items: The District reserves the right to add related items to or delete items from the contract at any time during the period of the contract. Any items that may need to be added to this bid shall exhibit a fixed mark-up fee. ***Indicate, in last space provided on the SPECIFICATIONS / ITEM LIST section (line #92), the actual cost plus fixed fee cap/limit, as applicable for each type of unit.*** Cost plus fixed fee indicated must be a maximum/not to exceed fixed amount dollar value fee (not a range.) Vendor will provide the best pricing available based on type of item and quantity—which shall not exceed the actual cost plus fee cap stated on bid response, but may be less. Any new/additional items must be approved in advance. NO unauthorized items may be purchased. Vendor shall not accept an order for any product that is not indicated, in writing, on the purchase order or an authorized PO change order. The District does not assume responsibility for orders of any products other than those listed herein

and/or that have been formally awarded to the vendor on a purchase order (PO) or authorized PO change order. Cost plus fee is figured as actual item cost + \$ fee = total cost.

15. Legal Requirements: All products must conform to the provisions set forth in the federal, state, county, and city laws for their production, handling, processing, marketing, and labeling. In accordance with California Department of Education's School Nutrition Program guidance manual all contracts with vendors that exceed \$100,000 need to have the following stipulation verbatim: "The Food Service Management Company (FSMC) must comply with section 306 of the Clean Air Act (42 USC Part 1857 [h]), Section 508 of the Clean Water Act (33 USC Part 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR part 15). ...violations will be reported to the USDA FCS and the United States EPA. The FSMC will not utilize a facility listed on the EPA List of Violating Facilities (A-102 14[I])."
16. 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, packing, labeling, or holding (warehousing) of processed food products in California to register annually with CDHS-FDB. Specific information about the CDHS-FDB registration requirements is available at <http://www.dhs.ca.gov/fdb/HTML/food/procfdrg.htm>
17. Specifications: Specifications are minimum requirements that should be met or exceeded. **The vendor shall state the brand and item number bid**; if none is indicated it is understood that the vendor is quoting the exact brand, pack size, unit, and number specified. If proposing product "equal to" the brand specified any differences should be clearly noted—"or equal" brands quoted shall

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

Failure to supply the "or equal" product specification/nutrient analysis sheets may result in rejection of alternate item and/or rejection of the bid as non-responsive. Spec sheets shall be dated and signed as appropriate and clearly marked with related bid line item number and submitted in sequential order.

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

“generic” item, please quote it in addition to the brand requested, if possible. In any case, the District will be the sole judge as to whether the products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District.

All produce shall be fresh, U.S. No. 1 quality, unless otherwise specified. Condition of any item or variety of fresh produce for which there is no USDA standard is to be as follows: 90% shall be free from all defects and damage. Serious damage shall not exceed 5%, including therein not more than 1% for decay. All produce must conform to the decay tolerances in the U.S. No. 1 grade for the respective commodity.

All items in the bid must meet nutritional requirements/serving size of the USDA Child Nutrition Program.

“Distressed” Products: Out-of-date/expired or nearly expired products, damaged product, dented containers, boxes with leaks, products that have been relabeled and/or re-cased or show evidence of improper handling, “seconds,” products of inferior quality, and products that are over mature, have blemishes, or have been classified as slightly imperfect, etc., shall not be bid herein nor delivered to the District. Vendor shall issue credit to the District for all products refused upon delivery and/or returned that are damaged, defective, expired or about to expire, or do not meet specifications. Any special circumstances or vendor concerns regarding product shelf life shall be presented accompanied by full manufacturer documentation to District; final acceptability or exceptions shall be as determined by the District, Nutrition Services Program Manager or designee.

Produce shall be maintained at the appropriate temperature during receiving, storage, staging, and delivered free from evidence of temperature abuse.

Product shelf life shall not be less than seven (7) days from date of delivery. Products shall be dated, showing a “produced on” or “pull” date.

Vendors shall supply instructions on how to read the code date on delivered products upon request.

In accordance with Federal law, all food containers shall contain the name and address of the manufacturer/processor or distributor.

Vendors submitting bids certify that no preservatives are used in the preparation of products. Any exceptions are to be clearly noted by vendor herein.

18. LOCAL/FARM Fresh Products: The District seeks to utilize unprocessed locally grown agricultural products to the maximum extent possible. Vendors are highly encouraged to bid and provide local products accordingly, upon availability as the best and most responsive product and the lowest possible price. Additionally, in

the event the District has the opportunity to directly purchase from a farmer a limited amount of local farm fresh produce, the District reserves the right to do so. Please include details regarding locally sourced produce included within your bid response—reference specific bid line item numbers with local farm/source name and location address.

19. Right to Inspect: The San Bernardino City Unified School 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 can 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.
20. Non-Performance: The school district reserves the right to discontinue service of all or any portion of any contract resulting from this bid for reason of unsatisfactory product or service or any reason determined to be detrimental to the health and welfare of students and school personnel and to hold the vendor 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.
21. 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 American provisions; that products quoted are domestic products, that is produced and processed in the U.S.A. substantially (over 51% of the final processed product) using agricultural commodities that are produced in the U.S.A. (unless excepted in writing as above.) Additionally, California-made supplies shall be preferred when price, fitness, and quality are equal, pursuant to Government Code Sections 4330-4334 of the State of California. **To ensure compliance, successful vendor shall list any non-domestic country of origin for products herein as well as on receipts and invoices.** Successful vendor promises, and will show proof upon request, practices meet in every respect the Buy American requirements.

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

22. **Substitutions:** The successful vendor must deliver the brands quoted and accepted by the District and meet the delivery time promised. Failure to supply the brands specified or to deliver within the time promised may result in cancellation of award. If circumstances beyond the vendor's control mandate the need for a substitution, approval must be obtained from the Nutrition Services Department Program Manager or designee prior to delivery. Documentation from the manufacturer or other evidence verifying availability problems shall be included with any substitution requests. The vendor will be required to provide an equivalent product in quality, pack size, and pricing. Samples may be required. If specified product can be obtained by Nutrition Services from another vendor, Nutrition Services may bill back the vendor any difference in pricing and costs related to having to procure said product elsewhere.

23. **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, the bid line item number, the brand, stock number, pack/serving size information, and include 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.

24. 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.
25. Service: The District requires a high level of service and support from the awarded vendor. Vendor will be held responsible for timely deliveries for all sites and follow-up as necessary. Partial shipments are discouraged. The goal is to receive complete orders without multiple deliveries or drop shipments. 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.
- Awarded vendor will be asked to attend a monthly meeting with Nutrition Services Staff to address any issues and discuss potential Harvest of the Month options. Currently meetings are held the 1st Wednesday of the month at 8:00, but this can be negotiated.
26. Food Safety/Recalls: The successful vendor shall have a product recall system in place that notifies the District within 24 hours of the product recall, places inventory on an on-hold status in a manner that the product cannot be issued to the District, and facilitate product clearance. Awarded vendor will be expected to facilitate product clearance in the event of a recall by USDA, FDA, or other. Vendor shall request, compile, and verify, on the District's behalf, letters direct from any potentially applicable product manufacturers (on manufacturer letterhead) certifying the specific lot numbers are not sourced and/or confirming that the District has not received any affected product. No potentially affected product will be served by the District until specific, written clearance has been received. As unnecessary delay of clearance letters may disrupt District menu and distribution scheduling, timely response and continued follow-up is critical.

27. Rebates/Incentives: Please advise which products may qualify for manufacturer rebates or incentive programs, such as Cool School Café, etc. Successful vendor shall be proactive and search out rebates for the Nutrition Services Department. Vendors shall help redeem rebates by sending reports to the manufacturer of applicable incentive programs and/or providing various usage/velocity reports as may be requested by the District. *Vendor should advise what action will be taken to maximize rebate and/or incentive point accumulation potential with manufacturers and other incentive program(s). Vendor should also specify any promotional or marketing materials that may be available to the District. Vendors should include information with bid response.*
28. Technology Solutions: *Vendors should include any information and literature on automated ordering and invoicing with bid response.*
29. 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.
30. 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.
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.

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 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. Debarment/Lobbying Certification: Per the State of California, as a school food authority, the District 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.
35. Insurance Requirements: The successful vendor will be required to meet District insurance requirements for Comprehensive General Liability, Automobile Liability, and Workers' Compensation. Attached are three forms, entitled: Instructions for Completing, Executing and Submitting Evidence of Insurance (2 pages); Insurance Requirements (2 pages); and **General Liability Additional Insured Endorsement (2 pages)** regarding these requirements.
36. 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 exemption status is required prior to

any District on-site services. Please see Department of Justice link at:
<http://ag.ca.gov/fingerprints>

37. **Business License Number:** _____ (The legal document that grants you the right to operate a business in your city.)
Please include a copy of current business license 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/>

38. **References:** Each vendor shall provide a minimum of (3) references, with twenty (20) or more delivery sites/stops. *Attach proof of prior experience* (i.e. copy of a purchase order from another school district or signed contract) and submit with your response as substantiation of successful and comparable performance to satisfy the vendor criteria requirement and provide references herein:

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

Vendor reference letter may be provided in addition. *Attach/included*

within bid response.

39. Warehousing Facility: List address, size, and description--

40. Delivery Trucks: List number/type of owned trucks--

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

Name: _____ Title: _____

Office Phone: _____ (Toll-free or local number.)

Cell phone: _____ FAX: _____

E-mail: _____

Note: Orders may be submitted to vendor via E-mail. Please confirm orders are accepted via E-mail addressed to: _____

42. 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. Vendor may be asked to provide no charge/on-site orientation(s) with District staff at in-services.

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

thereof.

44. **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>

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

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

District policies may be accessed via the District's website:
<http://www.sbcusd.com/index.aspx?nid=419>

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

46. Addendum: If it becomes necessary for the District to revise any part of this bid, an addendum will be provided to all vendors prior to the bid opening. Any addendum will be signed and included with your bid response. Requests to amend any part of this bid must be done in writing prior to the bid opening to allow for appropriate action.
47. Bid Submission: All bids **must be signed** and submitted by the time and 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 and/or not clearly identified. Bids received after the public opening time will not be accepted and returned to bidder. It is the sole responsibility of the vendor to insure bid is received before the opening time.
48. Bid Opening: Bids will be opened publically and prices shared. Vendors shall be solely responsible to come prepared with whatever items may be needed to take desired notations, which may include blank bid copies, pen/paper, camera phone, etc. No District provisions/no copies shall be provided by the District at the time of the public bid opening.

SIGNATURE PAGE

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

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

Printed Name & Title: _____

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

Address: _____
CITY STATE ZIP

Remit Address: _____
CITY STATE ZIP

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

Website: _____ E-mail: _____

Attention

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

Print Name

Signature of Authorized Official

Title

Date

Bidder Checklist

√ to confirm information/documentation is enclosed and completed—

- ☐ HACCP Plan compliance documentation (#3 of terms)
- ☐ Documentation to substantiate price for items (#6 of terms)
- ☐ Vendor Order and Delivery Plan (#8 of terms)
- ☐ Nutrient Analysis Sheets – for any and all “or equal” items enclosed (#17 of terms)
- ☐ Information on Local, Farm; Rebate/Incentives; Technology Solutions (#18, #27 & #28 of terms)
- ☐ Documentation of any Non-Domestic items (#21 of terms)
 - Item marked as “yes” on Specification/Item List
 - Buy American Certification (1 page form) enclosed
- ☐ Non-Collusion Declaration (1 page form) enclosed (#33 of terms)
- ☐ Debarment/Lobbying— (#34 of terms)
 - Disclosure of Lobbying Activities (2 page form) enclosed
 - Debarment, Suspension, and Responsibility Matters (1 page form) enclosed
- ☐ Iran Contracting Act (1 page) enclosed (#44 of terms)
- ☐ Specification/Item List (6 page form) pages 24-29

Remember to complete:

- ⇒ Minimum Vendor Criteria met for bid submission (#3 of terms)
- ⇒ Business License Number with copy (#37 of terms)
- ⇒ List of References (#38 of terms)
- ⇒ Warehouse Facility & Delivery Truck Information (#39 & #40 of terms)
- ⇒ District Contact (#41 of terms)
- ⇒ **Original Signature (page 22)**

Items required by successful vendor upon award of Bid:

- Delivery Plan & Order Form (#8 of terms)
- Insurance Certificate/Endorsement per District forms (6 page form) (#35 of terms)
- Fingerprint and Criminal Background Check Certification (1 page form) (#36 of terms)
 - ⇒ *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 ☐

VENDOR NAME: _____

PRODUCE SPECIFICATIONS / ITEM LISTING:										VENDOR TO COMPLETE THESE COLUMNS FOR ALL ITEMS					Authorized for use by			
If the answer is No to U.S.A. product you must complete the Buy American Certification form.										Brand Name, Item # & Pack Size Bid	VENDOR ITEM NUMBER	MAXIMUM SELLING PRICE TO DISTRICT	TOTAL EXTENDED AMOUNT	U.S.A. Product Yes/No & Weight ____ %	ALL SITES	(Elem., Prod. & Nutrition Center)	Secondary & Admin. (Dist.)	Catering
BID Line No.	District Item No.	ITEM / DESCRIPTION				Current Vendor Code	EST. ANNUAL USAGE	UNIT										
						Produce #												
1	37103	APPLE, GOLDEN DELICIOUS, 125 COUNT/ 40# CS				2637	1,000	CS										
2	37105	APPLE, GRANNY SMITH, 125 COUNT/ 40# CS				2649	2,000	CS										
3	31870	APPLE, RED VARIETY, 125 COUNT/ 40# CS				2672	7,000	CS										
4	37125	APPLE, SLICED, RED OR GREEN, 200/2 OZ. BAG/CS., FRESH INNOVATIONS OR EQUAL				6291	4,000	CS										
5	37109	APPLE, SLICES, FRESH, RED OR GREEN, 12/3 LB. FRESH INNOVATIONS OR EQUAL				2681	1,000	CS										
6	44760 Catering	AVOCADO, RIPE, 60 COUNT/CS				5726	100	CS										
7	37110	BANANA, PETITE, DOLE GREEN TIP, 150 COUNT, 40# CS				2718	3,500	CS										
8	45290 Catering	BANANA, PETITE, DOLE GREEN TIP, 5# CS (approx 20 ct)				1868	60	CS										
9	44731 Catering	BELL PEPPERS, GREEN, DICED, 1/4, 5# TRAY				3888	10	TRAY										
10	44732 Catering	BELL PEPPERS, GREEN, MED., EACH				2009	50	EA										
11	44735 Catering	BELL PEPPERS, RED, MED., EACH				2017	60	EA										
12	45422 Catering	BELL PEPPERS, SLICED, 3" IN DIAMETER x 1/4" THICK, 5# TRAY				3910	10	TRAY										
13	32025 Catering	BLUEBERRIES, FRESH, 12/6 OZ. FLAT				2727	35	CS										
14	44812 Catering	BLUEBERRIES, FROZEN, 30#				2937	33	CS										
15	44822	BROCCOLI & BABY CARROT, 501/2 CUP SERVING/CS				9087	10	CS										
16	44813	BROCCOLI & BABY CARROT, 5 LB. BAG				0138	150	BAG										
17	44823	BROCCOLI & CAULIFLOWER FLORET MIX, 50/2 OZ. BAG/CS				9076	10	CS										
18	44819	BROCCOLI & CAULIFLOWER FLORET MIX, 5# BAG				3468	100	BAG										
19	44811	BROCCOLI, MINI BUDS, WITH PERFORATED BAGS, 5# BAG, approx. 40- 2 oz servings				6174	3,600											
20	44811	BROCCOLI, FLORETTE, 50/2 OZ. BAG/CS				9313	350	CS										
21	44836 Catering	CABBAGE, HEAD, MED.				1892	200	EA										
22	44850	CABBAGE, RED, SHREDDED, 5# BAG				3527	100	BAG										
23	44858	CANTALOUPE, 6-15 COUNT/CS				2765	100	CS										
24	37113	CANTALOUPE, CHUNKS, 5# TRAY				3670	1,750	TRAY										
25	44880 Catering	CARROT, BABY, 100/3 OZ BAG/CS				8079	9,500	CS										
26	44860 Catering	CARROT, SHREDDED, 5# BAG				3572	100	BAG										

VENDOR NAME: _____

PRODUCE SPECIFICATIONS / ITEM LISTING:

BID Line No.	District Item No.	ITEM / DESCRIPTION	Current Vendor Code Sunrise Produce #	EST. ANNUAL USAGE	UNIT	VENDOR TO COMPLETE THESE COLUMNS FOR ALL ITEMS *If the answer is No to U.S.A. product you must complete the Buy American Certification form.				Authorized for use by:			
						Brand Name, Item # & Pack Size Bid	VENDOR ITEM NUMBER	MAXIMUM SELLING PRICE TO DISTRICT	TOTAL EXTENDED AMOUNT	U.S.A. Product Yes/No* & Weight ___ %	ALL SITES	Nutrition Center (Elem., Prod. & Dist.)	Secondary & Admin. Catering
27	37140	CARROT, WHOLE BABY, 5# BAG	4709	2,500	BAG						X		
28	44919	CAULIFLOWER, MINI BUDS, WITH PERFORATED BAGS, 5# BAG	3600	5,400	BAG						X		
29	37170	CELERY, STICKS, 4" IN LENGTH x 1/2" IN DIAMETER, 5# BAG	3649	1,400	BAG						X		
30	37182	CELERY STICKS, PACKAGED 96/3 OZ./CS	9078	313	CS						X		
31	37170	CELERY, STICKS, STACK PACK, 5# BAG	3649	100	BAG								X
32	44940	CILANTRO, BUNCH, APPROX. 4 OZ.	1912	100	EA								X
33	44825	CUCUMBERS, MED., 6 EA/CS	1919	1,175	CS (6ea)								X
34	31150	CUCUMBER COINS, CUT 5/8", 50/2 OZ BAG/CS	9132	100	CS								X
35	44765	FAJITA MIX, 5 LB. TRAY	4053	750	TRAY								
36	44750	FRUIT, FRESH MIX, 8# TUB, INCLUDES CANTALOUPE, HONEY DEW, PINEAPPLES, ORANGES	10676	872	TUB								X
37	31885	GRAPES, FANCY, SNACK PACK, 90 150/3 OZ/CS, 18#/LUG (SEASONAL)	2745	6,778	LUG						X		
38	37115	GRAPES, RED SEEDLESS, 150/2.25 OZ. BAG/CS, HMC MANUF. "GRAPE ESCAPES" OR EQUAL. Internal note: item restricted for outside use--outside carts & salad bars only.	6164	3,000	CS						X		
39	45040	GRAPES, RED, SEEDLESS, 18#/ LUG	2746	1,000	LUG						X		
40	Catering	HERB, MINT	1978	10	LB								X
41	45077	HONEYDEW, MELON CHUNKS, 5# TRAY	3686	360	TRAY							X	
42	45070	HONEYDEW, MELONS, 6 COUNT/CS	2779	200	CS								X
43	45090	JALAPENO, DICED, 1/8" SQUARES, 5# TRAY	6564	350	TRAY							X	X
44	45105	JICAMA STICKS, 50/1/2 CUP SERVING/CS	9080	250	CS							X	X
45	45100	JICAMA STICKS, 4" IN LENGTH, 5# BAG	3720	4,000	BAG						X		
46	45110	KALE, GREEN, 24 COUNT/CS	3172	100	CS								X
47	45110	KALE, AS ABOVE, BY EACH	7021	500	EA								X
48	31910	KIWI, VOLUME FILL PACK, 30-36 SIZE, FANCY-NO 1, 108 COUNT	2756	3,500	LUG						X		
49	45131	LEMONS, FANCY, 115-200 COUNT, 40# CS	2108	20	CS								X
50	45131	LEMONS, FANCY, AS ABOVE, BY EACH	1959	500	EA								X

VENDOR NAME: _____

PRODUCE SPECIFICATIONS / ITEM LISTING:										VENDOR TO COMPLETE THESE COLUMNS FOR ALL ITEMS				Authorized for use by:			
BID Line No.	District Item No.	ITEM / DESCRIPTION	Current Vendor Code Sunrise Produce #	EST. ANNUAL USAGE	UNIT	Brand Name, Item # & Pack Size Bid	VENDOR ITEM NUMBER	MAXIMUM SELLING PRICE TO DISTRICT	TOTAL EXTENDED AMOUNT	U.S.A. Product Yes/No* & Weight ___ %	ALL SITES		Secondary & Admin. Dist.				
											Nutrition Center (Elem., Prod. & Admin. Dist.)						
51	37207	LETTUCE, 3/WAY, DARK LEAFY GREENS BLEND, 4/5 LB. BAGS/CS, WITH: 40/40/20 --ICEBERG, --DARK GREEN LEAF MIX = ROMAINE & GREEN LEAF LETTUCE, & --SHREDDED CARROTS Confirmation of product blend % shall be certified in writing by manuf. to meet Healthy Hunger-Free Kids Act of 2010. Product must be certified to meet or exceed daily requirements for grades 9-12 for dark greens & other veg. with a credible amount for orange/red veg. subgroup.	9421	16,250	CS						x						
52	45140 Catering	LETTUCE, GREENLEAF, CLEANED/CORED, 10# BAG	3161	16	BAG								x				
53	37190	LETTUCE, ICEBERG, 1/8 SHREDDED, 5# BAG	3760	5,500	BAG						x						
54	31921 Catering	LETTUCE, ROMAINE, CHOPPED, 2# BAG	9886	50	BAG								x				
55	37205	LETTUCE, SPRING MIX CONVENTIONAL, 3# BAG	4388	350	BAG								x				
56	37187 Catering	MANGO, CHUNKS, 5# TRAY	3697	10	TRAY								x				
57	45170	MUSHROOM, SLICED, 10# FLAT	5708	200	FLT								x				
58	45190	NECTARINES, 1-1/2" DIAMETER, 80 COUNT SIZE, 23# LOOSE VF PACK CASE. (SEASONAL)	2789	700	LUG					x							
59	44835 Catering	ONIONS, DICED, 1/4, 5# BAG	3824	5	BAG								x				
60	45225	ONIONS, WHOLE, MED.	9055	1,000	EA								x				
61	45220	ONIONS, GREEN, BUNCH, APPROX. 4 OZ.	1943	3,000	EA								x				
62	45233 Catering	ONIONS, RED, DICED 1/4, 5# BAG	3801	5	BAG								x				
63	45231 Catering	ONIONS, RED, WHOLE, MED.	9058	500	EA								x				
64	31940	ORANGE, FANCY, 138 COUNT/CS	2131	5,000	CS					x							
65	31935	ORANGE, SECTIONS, 1 GALLON TUB	4246	250	GAL						x						
66	45260	PEACHES, EXTRA #1 GRADE, 25# CS, 80 COUNT/LUG (SEASONAL)	2811	500	LUG						x						
67	31960	PEAR, EXTRA #1 GRADE, 135 COUNT/LUG (SEASONAL)	6382	5,000	LUG						x						
68	45300	PINEAPPLES, 5-7 COUNT CASE	2851	300	CS								x				
69	45312	PLUMS, 1 1/2" DIAMETER, 110 COUNT/ 23# LOOSE PACK CASE. (SEASONAL)	9823	1,000	CS					x							
70	45330	POTATOES, RED, SIZE A (MD-LG), 50#/CS	3417	50	CS								x				
71	45320	POTATOES, RUSSET, 100 COUNT/ 50# CS	3431	800	CS								x				
72	45321 Catering	POTATOES, RUSSET, 70 COUNT/ 50# CS	3426	50	CS								x				
73	45339 Catering	RADISHES, 5# BAG, SLICED	4084	50	BAG								x				

VENDOR TO COMPLETE THESE COLUMNS FOR ALL ITEMS

* If the answer is No to U.S.A. product you must complete the Buy American Certification form.

BID Line No.	District Item No.	ITEM / DESCRIPTION	Current Vendor Code Sunrise Produce #	EST. ANNUAL USAGE	UNIT	Brand Name, Item # & Pack Size Bld	VENDOR ITEM NUMBER	MAXIMUM SELLING PRICE TO DISTRICT	TOTAL EXTENDED AMOUNT	U.S.A. Product Yes/No* & Weight ___ %	ALL SITES Nutrition Center (Elem., Prod. & Dist.) Secondary & Admin.
74	37180	SALSA, FRESH, MILD, 1 GALLON	4242	950	GAL					x	x
75	29406	SEEDS, SUNFLOWER, 5# BOX, UNSALTED	10413	90	BOX					x	x
76	45400 Catering	SPINACH CELLO, 2.5# BAG, WASHED & CLEANED (For Secondary Teacher's Line only.)	3197	100	BAG					x	x
77	45410	SQUASH, YELLOW, FRESH, 5# BAG	2058	200	BAG					x	x
78	45342 Catering	STIR Fry MIX, 5# BAG	5785	18	BAG					x	x
79	45420	STRAWBERRIES, 12-1 PINT BASKETS/FLAT (SEASONAL)	2788	550	FLT					x	x
80	45421 Catering	STRAWBERRIES, 4-16 OZ BASKETS/FLAT (SEASONAL) LONG STEM, #1	2878	5	FLT					x	
81	31855	TANGERINES, VARIETY, FANCY GRADE, MEDIUM, 125 COUNT/20-23# LUG	2150	630	LUG					x	
82	45440	TOMATO, 5 X 6 (60/FLAT, APPROX 25#/CS)	2897	108	FLT					x	x
83	45510	TOMATO, CHERRY, 12/1 PINT BASKETS/FLAT	2900	150	FLT					x	
84	44515	TOMATO, GRAPE, 12/1 DRY PINT OR BASKETS/FLAT	2902	250	FLAT					x	
85	45505	TOMATO, GRAPE, WASHED, TRIMMED, 50/1/2 CUP SERVINGS/CS	9084	20	CS					x	x
86	44517	TOMATO, GRAPE, WASHED, TRIMMED, 5# TRAY	6560	15	TRAY					x	x
87	45477	WATERMELON, CHUNKS, 5# CONTAINER	6329	467	CONT					x	x
88	44795	WATERMELON, SEEDLESS, AVERAGE 25-30 LBS. EACH	2788	450	EA					x	x
89	45316	YAMS, STICKS, 3/8", 50/1/2 CUP SERVING/CS	9086	882	CS					x	x
90	45480	ZUCCHINI, MEDIUM, 5# BAG	2059	250	BAG					x	x
91	45500	ZUCCHINI, STICKS, 4" IN LENGTH x 1/2" IN DIAMETER, 5# BAG	4022	150	BAG					x	x
92		ADDITIONAL FROZEN/MISC. ITEMS THAT MAY BE ADDED TO THIS BID. Cost plus fixed fee is figured as Vendor's actual item COST + Vendor's maximum FEE (actual fee charged may be less, but not more) = UNIT PRICE to District. (Per SUPPLEMENTAL TERMS & CONDITIONS, #14 additional items, p. 10.)	Note: PO change order required for any additional items or changes.	> EA, LB	> CONT, BAG, BOX, GAL, TUB > CS, FLAT, LUG						
TOTAL EXTENDED AMOUNT FOR ANNUAL ITEMS =											

\\REQUEST\2019-20 Bids\Produce\Bid Form NSB 2019-20-02 PRODUCE Specifications-Items List

PRODUCE SPECIFICATIONS / ITEM LISTING:

BID Line No.	District Item No.	ITEM / DESCRIPTION	Current Vendor Code Sunrise Produce #	EST. ANNUAL USAGE	UNIT	Brand Name, Item # & Pack Size Bid	VENDOR ITEM NUMBER	MAXIMUM SELLING PRICE TO DISTRICT	TOTAL EXTENDED AMOUNT	U.S.A. Product Yes/No* & Weight ____ %	ALL SITES	Nutrition Center (Elem. Prod. & Dist.)	Secondary & Admin.	Catering	By
<p>INSTRUCTIONS TO BIDDERS</p> <p>If the answer is NO to U.S.A. product you must complete the Buy American Certification form.</p>															

OPTIONAL ITEMS, see #2 of terms for details
(shall not be considered when determining low bidder)

[illegible]



CALIFORNIA STATE UNIVERSITY
SAN BERNARDINO

NORTHERN CENTER NORTH PARK CALON

GLEN HELEN
REGIONAL PARK

PAJARITA

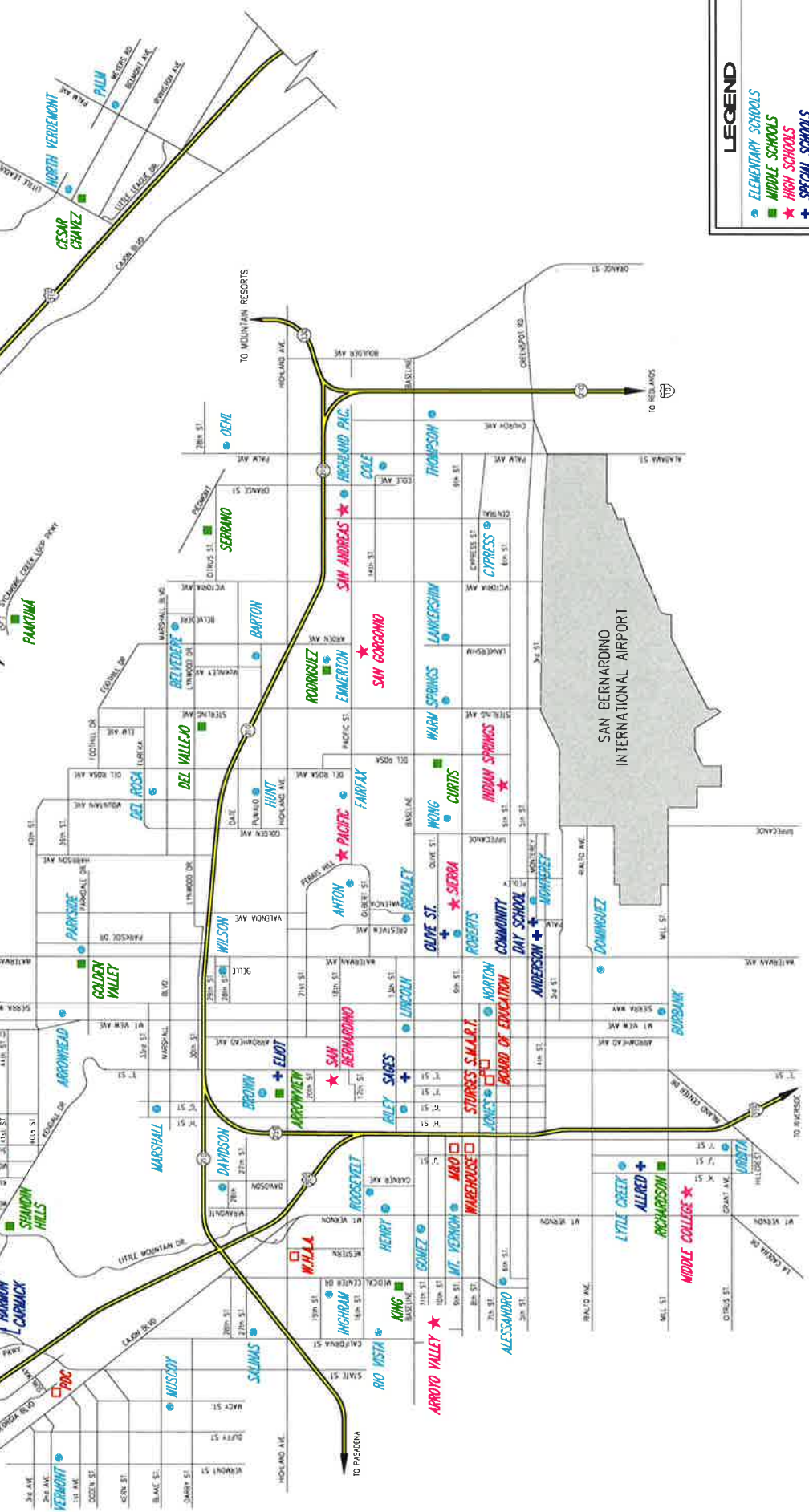
ARROWHEAD

SHANNON HILLS

WILSON

DEL VALLE

DEL VALLE



LEGEND

● ELEMENTARY SCHOOLS

■ MIDDLE SCHOOLS

★ HIGH SCHOOLS

+ SPECIAL SCHOOLS

□ DISTRICT BUILDINGS

○ PROPOSED SITE

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

REV 05-25-16

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.

Vendor must complete all sections below per non-American product, failure to do so can lead to rejection of entire bid.

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

Attach additional sheets if necessary

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

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

Name of Vendor/Contractor

Signature of Authorized Official

Title

Date

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

(Public Contract Code section 7106)

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature: _____

Typed or Printed Name: _____

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

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

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

Contractor/Company Name

PR/Award Number or Project Name

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

Signature(s)

Date

Form AD-1047 (1/92)

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

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

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

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

Bid No.: _____
Date of Bid Opening: _____

“NO BID” RESPONSE FORM

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

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

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

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

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

DO YOU WISH TO RECEIVE BIDS FOR THIS PARTICULAR PRODUCT OR SERVICE IN THE FUTURE? ☐ Yes ☐ No

VENDOR’S INFORMATION:

NAME: _____

ADDRESS: _____

SIGNED: _____ TITLE: _____

DATE: _____ PHONE: _____ FAX: _____

E-MAIL: _____

BID TITLE: _____

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

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

A. INSURED

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

B. INSURANCE AGENT OR BROKER

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

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

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

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
INSURANCE REQUIREMENTS

Insured _____
(Contractor, Lessee, etc.)

Contract/Reference No. _____

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

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

		<u>Minimum Combined</u>
<u>Cert./End.</u>		<u>Single Limits</u>
<u> / </u>	Property Insurance _____	\$ _____
<input type="checkbox"/>	Extended Coverage	<input type="checkbox"/>
<input type="checkbox"/>	Vandalism & Malicious Mischief	<input type="checkbox"/>
<input type="checkbox"/>	Flood	<input type="checkbox"/>
<input type="checkbox"/>	Earthquake \$ _____	<input type="checkbox"/>
		Debris Removal
		Sprinkler Leakage
		All Risk
		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	\$ _____
<input type="checkbox"/>	Protection & Indemnity	<input type="checkbox"/>
<input type="checkbox"/>	Charter's Legal Liability	<input type="checkbox"/>
<u> / </u>	Fire Legal Liability	\$ _____

San Bernardino City Unified School District
GENERAL LIABILITY
ADDITIONAL INSURED ENDORSEMENT

Named Insured and Address _____

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

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

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

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

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

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

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

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

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

INCLUDES:

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

EXCLUDES:

DEDUCTIBLE:

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

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

INSURANCE COMPANY
ADDRESS: _____

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

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

Executed at _____, _____ on _____,

Phone No.: () _____

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.**

~O R~

REQUEST FOR WAIVER:

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

- ☐ The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
- ☐ The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas, whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1(c)]
- ☐ The VENDOR and its employees WILL HAVE OTHER THAN LIMITED CONTACT with pupils but will assure that ONE(1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2(a)]
- Check all methods to be used:
- ☐ 1) Installation of a physical barrier at the worksite to limit contact with pupils
- ☐ 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ
- ☐ 3) Surveillance of employees of the VENDOR by school personnel
- ☐ The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable" [EC 45125.1(b)]

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

Authorized VENDOR Signature

Printed Name

Title

Date

BOTH DISTRICT APPROVALS SHOWN BELOW ARE REQUIRED:

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