

## **BID FORM**

### **Sealed Bid: Food Packaging Equipment**

**Due by: 11:00 a.m. September 6, 2018**

#### **Submit bid to:**

**Nutrition Services Department**  
San Bernardino City Unified School District  
1257 Northpark Boulevard  
San Bernardino, CA 92407  
Phone: 909/881-8008 Ext. 227

TO:

Bid #**NSB 2018-19-4**  
Item: **Food Packaging Equipment**  
Date mailed: **August 16, 2018**

**This bid MUST be received BEFORE: 11:00 a.m. on September 6, 2018**

---

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

---

Dear Vendor:


The Nutrition Services Department of San Bernardino City Unified School District will receive sealed bids for Food Packaging Equipment, under **Bid #NSB 2018-19-4**, in accordance with the attached conditions and specifications. This bid must be received on or before **11:00 a.m. September 6, 2018.**

Enclosed you will find the required form(s) for Bid #NSB 2018-19-4. Return your completed copy to this office in a sealed envelope, clearly noting the bid number and opening date and time as indicated.

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

Latoya Smith, Buyer  
(latoya.smith@sbcusd.com)

  
Jason Erylnn, 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 September 6, 2018**, for **Food Packaging Equipment**, under **Bid No. NSB 2018-19-4**.

Bid documents required for bidding may be secured at the above department. Please call 909/881-8000 ext. 227 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 **8/16/2018**, and **8/23/2018**.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

By: Latoya Smith, Buyer, Nutrition Services Department

## TABLE OF CONTENTS

Title Page	Page 1
Notice Inviting Bids	Page 2
Table of Contents	Page 3
General Bid Instructions and Conditions	Page 4
Supplemental Terms & Conditions	Page 5-13
Signature Page	Page 14
Bidder Checklist	Page 15
Specifications/Bid Form	Page 16-20

### Attachments:

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

## **GENERAL BID CONDITIONS**

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

## **SUPPLEMENTAL TERMS & CONDITIONS**

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

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

Any questions regarding this bid shall be directed to the Nutrition Services Purchasing Office at 909/881-8008 x 227, prior to the opening.

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

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

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

3. **Interpretation of plans/documents and Addendum.** If any person is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in or omissions from the drawings, specifications, or requirements, a written request for clarifications and/or to amend any part of this bid must be done in writing and submitted to the District prior to bid opening to allow for a response. The person submitting the request shall be responsible for its prompt delivery.

If it becomes necessary for the District to revise any part of this bid, an addendum will be provided to all bidders prior to the bid opening. Any addendum will be signed and included with your bid response. No oral interpretation of any provision in the contract documents will be made to any bidder.

4. **Examination of Bid Documents** - Bidders shall thoroughly examine and be familiar with the drawings, specifications, and requirements. The failure or omission of any bidder to receive or examine any bid documents, form, instrument, addendum, or other document shall not relieve any bidder from obligations with respect to the bid. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
5. **Specifications:** Specifications are minimal requirements to be met or exceeded. USA products/locally sourced are strongly preferred. The bidder shall state the brand and item number bid, if none is indicated, it is understood that the bidder is quoting the exact brand and number specified. If proposing any product "equal to" the brand specified, any differences must be clearly noted and complete descriptive literature/specifications shall be submitted with the bid for each "or equal" product listed. *Failure to submit the 'or equal' product specification sheets may result in rejection of the bid as non-responsive. Spec. sheets shall be dated and clearly marked with related bid line item number and submitted in sequential order.*

Bidders 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 bidder from bidding who can meet these specifications and requirements. Equivalent products may be accepted as long as the bidder provides complete descriptive literature ensuring that the product meets the specifications of this bid and District requirements. If bidding an equivalent or alternate product, please bid in addition to the brand/model specified.

**NOTE:** Model/Brand shown is for ease in identifying the type and quality of the item requested. Description/specification of the item noting specific details and item requirements should be the basis for your quotation. Please read the specification carefully. Any type of discrepancy between the description and model/brand should be noted and/or questioned.

6. **Sole Judge:** The District will be the **sole judge** of the merits and qualifications of the products and the ability of the vendor to meet District requirements. The District will be the sole judge as to whether the products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District. The District reserves the right to waive any irregularities or informalities in any bid, and to accept or reject any items thereon.
7. **Availability of Funds:** Receipt of bids and responses to this bid does NOT obligate SBCUSD in any way. Award and/or issuance of purchase order are contingent on availability of funds.
8. **Rebates/Incentives:** Please advise which products may qualify for any and all rebate/incentive opportunities available through the So CA Edison Co., So CA Gas Co., manufacturers, or any other sources for all items bid
9. **Safety Regulations:** Bidder shall submit bids only on equipment that has three-wire cords and is certified to be in compliance with all applicable regulations of the California Division of Occupational Safety and Health.

It is expected that all equipment bid shall be UL (Underwriters Laboratories, Inc.) and NSF approved and in compliance with appropriate standards, including, but not limited to:

Health Department, American Gas Association, etc. NOTE: INCLUDE with your bid response itemized options IF required to meet AGA or other applicable specifications or manufacturer safety standards.

**10. Contract Prices/Term:** The unit prices herein will be effective/remain firm for the period of **one (1) year after award**, with the *anticipated* start date of **10/16/2018**. It is understood that products may be ordered up to and including the last day of the covered term; products should be received within 30 days thereafter. Board meetings usually take place on the first and third Tuesdays of the month (or as otherwise scheduled by the Board.) Internal Board agenda deadlines are usually approximately three to four weeks before the scheduled meeting date.

**11. Price Schedule:** The prices listed in the bid will include ALL necessary components, materials, equipment, supplies, transportation requirements (including fork-lift), disposal, etc., necessary to supply and install the equipment.

**\*\*Incidental costs** - The amount bid must **include all applicable sales tax**, including California State and local taxes, bonds, insurance and all costs incidental to the bid as applicable.

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

**13. Quantity:** The total estimated requirement is the District’s best estimate of the quantities that will be required. Purchase is contingent upon availability of funds. The District reserves the right to buy either more or less than this quantity throughout the term of the bid or delete a line item or entire bid. The District will acquire its needs from the successful bidder(s) during the term of the contract and will pay only for those quantities it actually orders and receives.

**14. Delivery Time/Requirements:** Delivery is of the essence. Unless specified otherwise\* delivery shall be FOB Destination to the San Bernardino City Unified School District Child Nutrition Center/WAREHOUSE, 1257 Northpark Boulevard, San Bernardino, CA 92407. A delivery appointment is required, and must be scheduled with the Assistant Warehouse Manager, by calling 909/881-8008 x 237 and shall be coordinated with Troy Tennison, Operations Supervisor, at (909) 841-1004. Deliveries not made in accordance with these requirements are subject to refusal.

Time is of the essence in the performance of and compliance with each of the provisions and conditions of this bid. The District requests delivery as soon as possible. Indicate the delivery time, after receipt of a purchase order, in the space provided on the signature page of this bid. If

delivery time varies, submit complete information with your bid, per item. Delivery and installation shall be commenced on the date required by the District and shall be completed by the vendor in the time frame specified by the District.

Delivery, set-up and final hook-ups shall be in accordance with all local codes, including, but not limited to: commercial ovens—in the absence of local codes, with the National Fuel Gas Code ANSI Z223.1. Manufactured equipment shall be set-up and connected as per the manufacturer's printed directions.

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 product(s) shall be left at the delivery location. (2) The vendor shall retain duplicate copy.

15. **Driving on Premises:** Vendor's representatives driving motor vehicles on District grounds will use extreme caution. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or open, evidence of vandalism, or accidental damages caused, etc. should be reported to School Police 24/7 Dispatch at 909/388-6130 or the 24-hour Emergency Number at 909/889-6833. In the event of vendor accidental damage to site fence or other, vendor must report in writing to Nutrition Services management immediately and will be liable for damages and held responsible for repair costs.
16. **Liquidated Damages:** A liquidated damages penalty of \$50.00 per day, per item, may be deducted from the invoice if delivery schedule is not adhered to unless other written arrangements are made. Failure to comply with promised delivery schedule releases the District of all obligations; in addition, the vendor may be responsible for the cost difference of purchasing items from next lowest responsible bidder meeting all District specifications and conditions.
17. **Payment Terms:** District terms are net 30 days. An order cannot be "cleared/processed" to our Accounting Department for payment until all products/services on an order are correctly delivered (including assembly/installation, if applicable) and receipt of correct invoice. Partial payments will not be made. Cash discounts that are offered with less than a 30-day time frame will not be considered for award.
18. **Warranty:** Bidders are to provide a statement of warranty, minimum one (1) year parts & labor or manufacturers warranty terms if greater, for all items bid and information on the availability of parts, both during warranty and upon warranty expiration. Include location, hours, phone number, and key contacts. Bidders shall guarantee all equipment to be free of defects in workmanship. Should any trouble develop during the warranty period due to defective materials or faulty workmanship, bidder shall furnish all labor, materials, time, and transportation to correct the trouble without cost to the District.
19. **Piggyback Clause:** Other school districts may be interested in purchasing equipment as specified in this bid under the same terms and conditions, in accordance with Public Contract Code Section #20118. If so, the San Bernardino City Unified School District waives its right to require such other district(s) to draw their warrants in the favor of the District as provided in such Code section and such other district(s) shall work directly with the successful bidder. Sales to other districts, if any, will be made at the discretion of the successful bidder.
20. **Non-Collusion:** Vendors submitting bids hereby certify that the bid is genuine and not sham or collusive or made in the interest or behalf of any person not herein named, and that the vendor has not directly or indirectly, induced or solicited any other vendor to put in a sham bid, or any



other person, firm or corporation to refrain from bidding, and has not in any matter sought by collusion to secure for himself an advantage over any other vendor. Complete the Non-Collusion Declaration (1 page form) enclosed and return with your bid response.

21. **Debarment/Lobbying Certification:** Per the State of California, as a school food authority, we must require that each responding quotation include completed certification statements regarding debarment and lobbying. Complete the Disclosure of Lobbying Activities (2 page form) and Debarment, Suspension, and Responsibility Matters (1 page form) enclosed and return within bid response.
22. **Insurance Requirements:** The successful vendor will be required to meet District insurance requirements for Comprehensive General Liability, Products Liability, and Automobile Liability. Attached are three forms, entitled: Instruction for Completing, Executing and Submitting Evidence of Insurance (2 pages); Insurance Requirements (2 pages); and General Liability Additional Insured Endorsement (2 pages), regarding these requirements.
23. **Fingerprinting:** The successful vendor will be required to comply with all provisions of Education Code Section 45125.1 regarding fingerprinting. Please see attached Fingerprint and Criminal Background Check Certification form (1 page.) Fingerprinting clearance is required. Link to Department of Justice for further information: <https://oag.ca.gov/fingerprints/agencies>.
24. **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 bidder in default. Failure to furnish all items per the contract, in a timely manner, as specified, shall constitute unsatisfactory service. If the bidder 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 bidder responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of bidder 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.
25. **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])."
26. **Training:** Bidders selling equipment should be able to support the products provided and answer product questions. Training and customer support shall be free of charge to the District.
27. **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.
28. **Workers Compensation:** As applicable, in accordance with the provisions of Section 3700 of

the Labor code, the awarded bidder shall secure the payment of compensation to his employee. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidder certifies:


"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

29. **Assignment:** The awarded bidder shall not in any manner, directly or indirectly, by operation of law or otherwise, sell, assign, subcontract, factor, encumber, or transfer the award of this bid/purchase order/agreement or any portion thereof, or any of the rights or privileges granted thereby, without the prior written consent of the District. If consent is not given by the District to assign, transfer, or encumber, such action may void award and/or any issued purchase order.
30. **Covenant Against Gratuities:** The bidder warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the bidder or any agent representative of the bidder, to any officer or employee of the District with a view toward securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the District shall have the right to terminate the contract, either whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which bidder agreed to supply shall be borne and paid for by the bidder. The rights and remedies of the District provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
31. **Business License Number:** \_\_\_\_\_  
Include a copy of current business license (the legal document that grants you the right to operate a business in your city. **Note:** This is not a Federal Tax ID or State Registration number.) Awarded vendor shall obtain necessary business license/registration within the City of San Bernardino. Link to City of San Bernardino business license information: <http://www.ci.san-bernardino.ca.us/>
32. **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 City of San Bernardino, 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.
33. **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.

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at the [Filing a Program Discrimination Complaint as a USDA Customer page](http://www.ascr.usda.gov/complaint_filing_cust.html) [http://www.ascr.usda.gov/complaint\_filing\_cust.html] , and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

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

This institution is an equal opportunity provider.

35. **References**: Each vendor shall provide a minimum of (3) references. **Attach proof of prior experience** (i.e. copy of a purchase order from another school district or signed contract. Preferably other school districts that have purchased similar products and services from you within the last three years.)

Ref. #	School District/Institution:	Contact Name & E-mail:	Phone & FAX:	Awarded Dollar Value:
1				
2				
3				
4				
5				

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

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

FAX: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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

38. **Bid Submission**: All bids **must be signed** and submitted by the time and due date indicated to the Nutrition Services Department, Attention: Purchasing Office, 1257 Northpark Boulevard, San Bernardino, California, 92407, in a **sealed envelope CLEARLY indicating the bid number and title, opening date, and time**. The District will not be responsible for bids received that are late to the Purchasing Office and/or not clearly identified. Bids received after the public opening time will not be accepted and returned unopened. It is the sole responsibility of the vendor to ensure that his/her bid is received before the opening time.
39. **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.
40. **Provision of Law Insertion**: Each and every provision of law and clause required by law to be inserted in this bid document shall be deemed to be inserted herein and this bid shall be read and enforced as though it were included herein.
41. **Ordinances**: Bidder is fully responsible for all city, county, state, and/or federal rules and ordinances

## SIGNATURE PAGE

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

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

Printed Name & Title: \_\_\_\_\_

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

Address: \_\_\_\_\_  
CITY STATE ZIP

Remit Address: \_\_\_\_\_  
CITY STATE ZIP

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

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

## **Bidder Checklist**

✓ to confirm information/documentation is included and completed—

- ❑ **Substantiation** of prior experience/proof enclosed - (35.)
- ❑ Signed Addendum(s), if applicable (3.)
- ❑ Non-Collusion Declaration (1 page form) (20.)
- ❑ Debarment/Lobbying— (21.)
  - Disclosure of Lobbying Activities (2 page form) and
  - Debarment, Suspension, and Responsibility Matters (1 page form)

### **Remember to complete:**

- ⇒ ✓ Minimum Vendor Criteria met for bid submission
- ⇒ Business License Number with copy (31.)
- ⇒ List of References (35.)
- ⇒ Warranty Information (18.)
- ⇒ “Or Equal” Specifications if applicable (5.)
- ⇒ Rebate/Incentives (8.)
- ⇒ **Original Signature Above**

### **Items required by successful vendor upon award of Bid:**

- Insurance Certificate (22.)
- Fingerprint and Criminal Background Check Certification (1 page form) (23.)
  - ⇒ Please indicate if vendor has already completed criminal background check requirements of Ed. Code 45125.1; currently has completed fingerprinting and background clearance for delivery employees that would provide service to the District. YES ☐ or NO ☐

**If your company will not be participating in this bid, please complete and return the *No Bid Response Document*.**



# FOOD PACKAGING EQUIPMENT SPECIFICATIONS

## NSB- 2018/19-4

**Vendor Please Note:** Safety Regulations- Bidder shall submit bids only on equipment that has three-wire cords and is certified to be in compliance with all applicable regulations of the California Division of Occupational Safety and Health.

It is expected that all equipment bid shall be UL (Underwriters Laboratories, Inc.) and NSF approved and in compliance with appropriate standards, including, but not limited to: Health Department, American Gas Association, etc. NOTE: INCLUDE with your bid response itemized options IF required to meet AGA or other applicable specifications or manufacturer safety standards.

**Warranty-** Bidders are to provide a statement of warranty, minimum one (1) year parts & labor or manufacturers warranty terms if greater, for all items bid and information on the availability of parts, both during warranty and upon warranty expiration. Include location, hours, phone number, and key contacts. Bidders shall guarantee all equipment to be free of defects in workmanship. Should any trouble develop during the warranty period due to defective materials or faulty workmanship, bidder shall furnish all labor, materials, time, and transportation to correct the trouble without cost to the District.

**Training-** Bidders selling equipment should be able to support the products provided and answer product questions. Training and customer support shall be free of charge to the District.

Award will be on an **ALL OR NONE BASIS**. Quantities listed are approximate and the district reserves the right to purchase either more or less than listed quantity.

ITEM NO.	DESCRIPTION	APPROX. QTY	UNIT	BRAND NAME & MODEL NO. if quoted other than A/S	UNIT PRICE	TOTAL PRICE
<b>1</b>	<b>AmeriPak - Horizontal Flow Wrapper Series H150M or Equal</b>	<b>1</b>	<b>EA</b>		\$	\$
<b>A</b>	<b>Product Description</b>					
<b>B</b>	<i>Product - Entrée hot or cold</i>					
<b>C</b>	Length x Width x Height -8.5 X 6 X 4					
<b>D</b>	Speed - Up to 100 PPM					
<b>E</b>	<i>Product - Assorted bakery &amp; commissary items</i>					
	Speed - Up to 100 PPM					
	<b>Machine Specifications</b>					
<b>F</b>	17.5 ft. long <i>dual pitch platform</i> chain infeed conveyor, offering 14.5 ft. of clear feeding space.					
<b>G</b>	Two column mounted self-centering parent rolls, each with a 20" roll width capacity.					
<b>H</b>	Variable speed 1 HP AC drive motor.					
<b>I</b>	Three sets of driven fin wheels, the first set for pulling, second for sealing and third set for pulling and fin turning.					
<b>J</b>	Driven 24" long discharge conveyor.					
<b>K</b>	One-up 10" wide end crimper with a 3/8" seal surface and a bias cut knife and anvil.					
<b>L</b>	Electronic touch-screen machine control panel. Controls machine speed, temperature controls and package length for up to 15 products.					



M	One adjustable forming box.				
N	EZ set crimper phasing to allow positioning of the end crimper between products				
O	Overload clutch on the end crimpers .				
P	Machine is finished with Gray powder coat.				
Q	Casters for portability				
R	3 Days of on site set up and training is included.				
S	Film perforating roller assembly.				
T	Relieved upper crimper shaft offering 4" of product clearance.				
U	Amer iPak patented roller rider conveyor to assist product transfer through end seal area.				
V	Spare parts kit.				
W	Light tower to indicate machine status.				
X	<b>Electrical Supply</b> This wrapper will be arranged to receive electrical supply of 230v, 3phase, 60 hertz with electrical ground. The electrical cabinet and controls are designed to meet N.E.M.A. 1 electrical standards.				
Y	<b>Other Options</b> Printer/code date interface <b>DK-03 32mm Wide TTO Printer with cables and air regulator or Equal</b> Includes printer design software and basic spares Print area: 32mm W x 100mmL Continuous Mode 32mmW x 60mmL Intermittent Mode (requires encoder and Mig bracket for continuous mode printing as above). Mounting bracket for Intermittent Printer operation				
Z	<b>MUST ATTACH PRINTER TO THE ABOVE UNIT</b> <b>Warranty :</b> _____ <i>To be delivered, decreted, and set-up at Nutrition Services</i>	1	EA		

ITEM NO.	DESCRIPTION	APPROX. QTY	UNIT	BRAND NAME & MODEL NO. if quoted other than A/S	UNIT PRICE	TOTAL PRICE
<b>2</b>	<b>Ameripak - Model TP60M Stainless Steel Platen Tray Sealer or Equal</b>	<b>1</b>	<b>EA</b>		\$	\$
<b>A</b>	<b>Product Description</b>					
	Product - Entrée hot or cold					
<b>B</b>	Tray Size - 6.5" X 5"X 1.5" to 6.5" X 5"X 2"					
<b>C</b>	Tray Mat'l - PET, Lidding Mat'l - PET					
<b>D</b>	Operating Speed Up to 60 TPM					
	<b>Machine Specifications</b>					
<b>E</b>	16 ft Overall length frame constructed of stainless steel and aluminum.					
<b>F</b>	Heated platen with a sealing capacity to 10.5" wide.					
<b>G</b>	Variable speed 1/2 HP AC drive motor. Speed range up to 15 cycles per minute.					
<b>H</b>	Safety protected seal head thermocouple controlled by solid-state heat control and covered with a safety-interlocked guard.					
<b>I</b>	One set of dual lane product fittings with cut-off knife.					
<b>J</b>	Lifting rails to remove filled trays from sealer.					
<b>K</b>	Machine supported on four casters for portability with a working height range 34" to 38".					
<b>L</b>	Machine controls located above working area within a stainless steel electrical housing.					
<b>M</b>	Electronic color touch-screen machine control panel. Controls machine speed, sealing head temperature and dwell time.					
<b>N</b>	3 Days of on site set up and training is included.					
<b>O</b>	Emergency stop button located along feeding area.					
<b>P</b>	Film perforating roller assembly.					
<b>Q</b>	AmeriPak automatic tray placer/feeder. Customer to supply 10cfm of clean, dry compressed air at 80 psi.					
	<b>Electrical Supply</b>					
	This tray sealer will be arranged to receive electrical supply of 220v, 1 phase, 60 hertz, 15-amps with electrical ground and includes a 20-foot long electrical cord. The electrical cabinet and controls are designed to meet N.E.M.A. 1 electrical standards.					
<b>R</b>						
	<b>Other Options</b>					
<b>S</b>	Expanded spare parts kit.					
<b>T</b>	Additional Film perforating roller assembly					

U	Automatic air opening and closing seal drum (requires compressed air, 1CFM @ 80PSI) <b>DK-03 32mm Wide TTO Printer with cables and air regulator or Equal.</b> Includes printer design software and basic spares Print area: 32mm W x 100mmL Continuous Mode 32mm W x 60mmL Intermittent Mode (requires encoder and Mtg bracket for continuous mode printing as above). Mounting bracket for Intermittent Printer operation <b>MUST ATTACH PRINTERS TO THE ABOVE UNIT</b> <b>Warranty :</b> _____ <i>To be delivered, decorated, and set-up at Nutrition Services</i>	2	EA		
V					

ITEM NO.	DESCRIPTION	APPROX. QTY	UNIT	BRAND NAME & MODEL NO. if quoted other than A/S	UNIT PRICE	TOTAL PRICE
3	<b>MPFSH-075 Model- Volumetric Filling System</b> <b>With 2-up Distribution System or Equal</b>	1	EA		\$	\$
A	<b>Product Specifications</b> Products to be filled: Rice, elbow pasta, chicken pieces, vegetable mix, canned vegetables and canned fruit.					
B	<b>Product Characteristics:</b> Fresh/Canned					
C	<b>Fill Sizes:</b> 43 grams up to 213 gram s					
D	<b>Containers:</b> Trays					
E	<b>Machine Specifications</b> Speeds: Up to 70 per minute total					
F	<b>Tray Direction:</b> Short edge leading					
G	<b>Pitch:</b> 12"					
H	<b>Conveyor:</b> Existing, dual lane					
I	<b>Air Consumption</b> = (@ 60 CPM) 80PSI @ 30-35 CUBIC FT./MIN 5.5 BARS @ 51-60 NM/HOUR					
J	<b>Water Consumption</b> = 0.0-1.0 GAL./MIN. @ 40PSI 0.0-3.8 LITERS/MIN. @ 3 BAR					
K	<b>Power Requirements</b> = CONVEYOR MOTOR 1/2HP 3PH WITH VARIABLE SPEED FREQUENCY INVERTER (.37KW)					
L	<b>TOTAL POWER REQUIRED WITH AIR VACUUM PUMP= .45KW</b>					
M	<b>Electrical Requirements</b> : 110-240 VAC, SINGLE PHASE <b>Approximate Hopper Capacity Full</b> = 13.0 GAL. 50.0 LITERS					
	<b>Warranty</b> : _____					
	<i>To be delivered, decreted, and set-up at Nutrition Services</i>					
				<b>Total</b>	\$	\$
				<b>Taxes (8%)</b>	\$	\$
				<b>Grand Total</b>	\$	\$

(Public Contract Code section 7106)

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

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

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

Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_



## DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB  
0348-0046

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

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

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

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

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



---

## 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

---

Contractor/Company Name

PR/Award Number or Project Name

---

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

---

Signature(s)

Date

Form AD-1047 (1/92)



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

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

**A. INSURED**

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

**B. INSURANCE AGENT OR BROKER**

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

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

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

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
**INSURANCE REQUIREMENTS**

Insured \_\_\_\_\_  
(Contractor, Lessee, etc.)

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

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

<u>Cert./End.</u>		<u>Minimum Combined Single Limits</u>
<u>X / X</u>	Workers' Compensation	Insured - Statutory
		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	\$ _____



Page 2 of 2





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



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

Bid No.: NSB 2018-19-4 Food Packaging Equipment  
Date of Bid Opening: September 6, 2018

**“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: \_\_\_\_\_

