



BID #20-58

DRY AND FROZEN FOOD PRODUCTS

**Fresno Unified School District
Purchasing Services
4498 N. Brawley Ave.
Fresno, California 93722
559-457-3588**

FRESNO UNIFIED SCHOOL DISTRICT
BID #20-58
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Vendor Registration Form

BID #20-58 – Dry and Frozen Food Products

EMAIL THIS SHEET ONLY

Attn: Esther Moultrie

Fresno Unified School District Bids and Bids are available online. If you downloaded a Bid, you are required to email the following information so that you may be added to the vendor list to receive addendums to this Bid.

If you have any questions, please email Esther.Moultrie@fresnounified.org

Name _____

Title _____

Organization _____

Street Address _____

Address (cont.) _____

City _____

State/Province _____

Zip/Postal Code _____

Work Phone _____

Fax _____

E-mail _____

**FRESNO UNIFIED SCHOOL DISTRICT
NOTICE TO VENDORS
BID 20-58
DRY AND FROZEN FOOD PRODUCTS**

Notice is hereby given that Fresno Unified School District (District) will receive sealed Bids for **BID 20-58, Dry and Frozen Food Products** delivered to the Nutrition Center Warehouse for a one-year term with optional two one-year renewals. Bid responses must be submitted in the format specified in the BID.

A **MANDATORY** Pre-bid conference is scheduled for **1:00 P.M.** on **Monday, May 11, 2020** at the District Purchasing Office located at 4498 North Brawley Ave., Fresno, CA 93722. Vendors interested in responding to this BID must attend in order to have their bid proposal accepted as responsive. Alternatively, Firms may attend the Pre-bid conference via SKYPE by RSVP to esther.moultrie@fresnounified.org

BID responses will be received prior to **2:01 PM** on **Monday, May 25, 2020** in the Purchasing Department of Fresno Unified School District, 4498 N. Brawley Avenue, Fresno CA 93722. Responses shall be sealed, prominently marked with the BID Number, BID title, BID opening time/date and name of company. Bid pricing will be read out loud following receipt of bid responses. Bid responses received later than the designated time and date will not be accepted.

Facsimile (FAX) or e-mailed copies of submittals will not be accepted.

Award will be to the most responsible and responsive bidders meeting bid specifications, and pass all the Evaluation Criteria set forth in the BID, Article 7 B. Award will be by line item which may result in award of more than one Vendor.

Each Bid Proposal shall be accompanied by a certified check, cashier's check, or a bidder's bond in an amount not less than five thousand dollars (\$5,000) made payable to Fresno Unified School District. Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.

Fresno Unified School District reserves the right to accept or reject any or all Bids or any combination thereof and to waive any informality or irregularity in the bidding process.

To view and download a copy of this Bid, go to <https://www.fresnounified.org/dept/purchasing/> (Bid Opportunities) and click on the BID title or a copy can be obtained from FUSD Purchasing Department. Refer any questions to Esther Moultrie at (559) 457-6280.

Published Dates: April 30, 2020
May 7, 2020

GENERAL TERMS AND CONDITIONS

This information to Vendors is in addition to any instructions or conditions stated elsewhere in the Contract Document.

REPORT FRAUD, WASTE AND ABUSE - By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at:

<http://www.ppcpas.com/fresno-unified-fraud-alert>

The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

PROHIBITED INTEREST/CONFLICT OF INTEREST - VENDOR is responsible for understanding and ensuring adherence to California Government Code section 1090 et seq., with respect to the Project. Pursuant to Government Code section 1090, no DISTRICT officers or employees shall be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members. Nor shall DISTRICT officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity. No official or employee of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become, directly or indirectly, financially interested in the Project or in any part thereof. An officer shall not be deemed to be interested in a contract entered into by the Board if the officer has only a "remote interest" in the contract (as "remote interest" is defined in Government Code section 1091(b)) and if the fact of that interest is disclosed to the Board and noted in its official records, and thereafter the Board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the officer's vote with the remote interest per Government Code 1091.

By way of non-exclusive example relating to whether a financial interest is a "remote interest" or not:

1) If the date upon which VENDOR first started doing business with a DISTRICT Officer/Board Member (i.e., the date VENDOR first received goods or services supplied by the Board Member) was at least 5 years prior to Board Member's election or appointment, then the Board Member has a remote interest and VENDOR is not prohibited from submitting a Bid on this Project.

2) If the date upon which VENDOR first started doing business with the Officer/Board Member (i.e., the date VENDOR first received goods or services supplied by a Board Member) is less than five years before Board Member's election or appointment, then the Board Member has a prohibited conflict of interest and VENDOR cannot Bid on this project.

3) The provision of a bid/quote to VENDOR over 5 years prior to Board Member's election or appointment, without the goods or services included in the Bid actually being furnished to VENDOR, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a "remote interest" as that term is defined in California Government Code section 1091(b)(8).

In accordance with Government Code section 1092, every contract made in violation of any of the provisions of Section 1090 may be avoided at the instance of any party except the Officer (Board Member) interested therein. No such contract may be avoided because of the interest of an Officer (Board Member) therein unless such contract is made in the official capacity of such Officer, or by the Board. In the event any such contract is avoided due to a violation of California Government Code Section 1090. VENDOR shall receive no compensation and shall repay DISTRICT any compensation received by VENDOR hereunder. VENDOR shall not aid, abet or knowingly participate in a violation of Government Code Section 1090, et seq.

BID - To receive consideration, Bids shall be made in accordance with the following instructions:

Bids will be received prior to 2:01 PM on Monday, May 25, 2020. Bid pricing will be read out loud following receipt of Bid. Responses shall be sealed, prominently marked with the BID Number, BID title, BID due time/date and name of company, and submitted to:

**FRESNO UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
4498 N. BRAWLEY AVENUE
FRESNO, CALIFORNIA 93722
Attn: Esther Moultrie**

Bids must be received no later than the time and date designated above. The signature must be of a person authorized to sign Bids on behalf of the vendor. Bids received later than the designated time and date will not be accepted. **Facsimile (FAX) and emailed copies of BIDS will not be accepted.**

If a vendor desires an explanation of any kind regarding provisions of the Bid, the vendor must make a written request for such explanation. The request must be sent to Esther Moultrie, Buyer III at Esther.Moultrie@fresnounified.org. Questions must be submitted by the date identified in the Tentative "BID" and Contract Award Timelines listed in the Introduction Section to allow sufficient time for a reply to reach all vendors involved in this Bid. Responses to questions will be distributed to all proponents via addendum.

THE BID SIGNATURE PAGE FORM – The Bid Signature Page Form must be completed and submitted with the Bid. The person signing the Bid Signature Page Form must be authorized to bind the Vendor to the Bid. All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Retain one copy for your file and return one complete set sealed in the envelope provided with the Bid. Unsigned Bids will not be accepted.

"FAX" BIDS – Facsimile copies or e-mailed Bids will not be accepted for formal advertised Bids.

BID BOND INSTRUCTIONS - Each Bid shall be accompanied by a guarantee in the form of a certified check, cashier's check, or a bidder's bond in an amount not less than ten percent of Venders annual accumulated price not to exceed five thousand dollars (\$5,000), made payable to Fresno Unified School District. Certified check, cashier's check, or the bidder's bond will be returned upon the earliest of Board award or 90-calendar days of Bid due date.

DEFINITIONS –

1. “Responsible”- a bidding party possessing the skill, judgment, integrity, facility & equipment capacity, and financial ability necessary to timely perform and complete the contract being Bid.
2. “Responsive” - a Bid which meets all the specifications set forth in the request for Bids.
3. “Vendor” is used for the purpose of this solicitation to identify the entity responding to this solicitation for purpose of awarding a contract.
4. For the purpose of this solicitation, “BID” stands for “Competitive Sealed Bid.”
5. “Line Item Award” is defined as the Vendor(s) with the lowest price based on unit price multiplied by estimated quantity.

NAME AND NATURE OF BIDDER’S LEGAL ENTITY – If required, the Vendor(s) shall specify in the Bid and in the Bid bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the Bid bond. The Bid shall be signed under the correct firm name by an authorized officer.

WITHDRAWAL OF BID – Bids may be withdrawn by the Vendors prior to the time fixed for the opening of Bids but may not be withdrawn for a period of ninety (90) days after the opening of Bids. A successful Vendor shall not be relieved of the Bid submitted without the District’s consent or Vendor’s recourse to public Contract Code Sections 5100 et. seq.

ASSIGNMENT OF CONTRACT OR PURCHASE ORDER – The Vendor(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.

BID NEGOTIATIONS – A Bid response to any specific item of this Bid with terms such as “negotiable” “will negotiate” or of similar intent, will be considered as nonresponsive to the specific item.

PRICES – Prices should be typed and shown as instructed on the “Pricing Sheets” for each item, in the amount of quantity specified in the “Pricing Sheets”. Applicable Taxes shall not be included in the proposed unit pricing of items. Errors may be crossed off and corrections made prior to Bid opening only and must be initialed in ink by the person signing the Bid or Vendor’s authorized representative.

TAXES – Taxes shall not be included in unit prices provided in the “Pricing Sheets”. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their Bid and invoices. The successful Vendor(s) shall list separately on invoices any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the Vendor such Federal Tax Exemption Certificates as may be required.

BRAND NAME AND NUMBER – The Vendor(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the Vendor is quoting on the exact brand name and number specified in the Bid form. Should any item for which Bids are requested by patented, or otherwise protected or designated by the particular name of the maker and the Vendor

desires to Bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Executive Director of Purchasing to be equal in all respects to that specified. If samples are requested by the Executive Director of Purchasing for this determination, they shall be submitted in accordance with Paragraph 23, except that they may be submitted after the Bid opening.

SAMPLES – Samples for evaluating substitutions to products specified in the Bid shall be furnished free of cost to the District after the Bid opening. If requested, they are to be sent within seven (7) days to the Purchasing Department, 4498 N. Brawley Avenue, Fresno, California, 93722, unless otherwise specified. The District reserves the right to reject the Bid of any Vendor failing to submit samples as requested. Samples must be plainly marked with name of Vendor, Bid number and date of the Bid opening. Samples of the successful Vendor(s) may be retained for comparison with deliveries. Vendor(s) may pick up samples (if not destroyed by test) on notice from the Executive Director of Purchasing. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Vendor(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

DISTRICT REQUIREMENTS – The quantity shown is the estimate of consumption annually for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the Bid and required during the contract period shall be ordered and purchased from the successful Vendor(s) during such period. The District shall have the right to place orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

ACCEPTANCE OR REJECTION OF BIDS – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that Vendor(s) may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same Bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the Bid opening.

BID EXCEPTIONS – All exceptions which are taken in response to this Bid must be stated clearly. The taking of Bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the Bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any Bid exceptions or additional conditions requested after Bid closure, which are not detailed within the Bid response, may result in disqualification of the Bid. No oral or telegraphic modification of any Bid submitted will be considered and a confirmation of the telegram duly signed by the Vendor was placed in the mail prior to the opening of the Bids.

AWARDS – The District reserves the right of determination that Bids meet or do not meet Bid specifications. Further, the Board of Education reserves the right to accept or reject any or all Bids and to waive any informality in the bidding.

EXECUTION OF CONTRACT – The successful Vendor shall execute the Agreement included in this Bid within 10 days following notice of award. In the event the Vendor refuses to execute the Agreement or submit proof of required insurance or any other required documents within 10 days following award, the Board of Education may revoke the award and proceed to award to the next highest ranked Vendor. The Board of Education’s acceptance of a Bid, and the District’s and Vendor’s execution of the Agreement shall evidence the contractual agreement between the Vendor(s) and the District, and the Vendor’s acceptance of these Bid Instructions and Conditions. The complete Contract includes and incorporates by reference herein all of the “Contract Documents” including: the Agreement, Notice to Vendors, General Terms and Conditions, Introduction, Special Instructions and Conditions, Vendor Check List form, Bid Bond, Non-collusion Declaration, Contractor’s Certificate Regarding Workers Compensation, Student Safety Declaration, Iran Contracting Act Certification, No Prohibited Interest/Conflict of Interest Declaration, Attachment I: Certificate Regarding Lobbying, Disclosure of Lobbying Activities, Debarment-Suspension-and-Other Responsibility Matters, References form, Geographic Preference / Local Farmers, Questionnaire Used to Assist with Evaluation for Assigning Points Food Safety / Facility / Sanitation Requirements, Bid Signature Page Form, Specifications- Delivery Locations- Pricing Sheets, and all modifications, addenda, bulletins, and amendments. The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all.

DELIVERY – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful vendor(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the BID form. Each item shall be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.

SAFETY DATA SHEETS – For all products requiring a Safety Data Sheet the District requires that a Safety Data Sheet accompany all orders at the time of delivery.

DEFAULT BY VENDOR – The District shall hold the Vendor(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful Vendor(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the Bid, the District may, upon written notice to the Vendor, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the Vendor. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the Vendor or deducted from any funds due the Vendor.

INSURANCE – The successful Vendor(s) shall maintain insurance adequate to protect him from claims under Workers’ Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from Vendor’s operations under the contract. Also, the Vendor may be required to file proof of such insurance, naming Fresno Unified School District as an

additional insured by separate endorsement as follows: The Vendor is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$2,000,000, combined single limit or \$2,000,000 per person, \$2,000,000 per accident. Property Damage shall be \$1,000,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the Vendor(s).

INVOICES AND PAYMENTS – Unless otherwise specified, the successful Vendor(s) shall render electronic invoices in duplicate for materials delivered or services performed under the contract, to the Accounting Department of the District, 2309 Tulare Street, Fresno, California, 93721. Invoices shall be submitted electronically under the same firm name as shown on the Bid. The successful Vendor(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

MISCELLANEOUS PROVISIONS:

- a) **Assignment of Contracts** – The Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
- b) **Force Majeure Clause** – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
- c) **Hold Harmless Clause** – The successful Vendor agrees to indemnify, defend and save harmless Fresno Unified School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Vendor or Vendor's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the DISTRICT.
- d) **Prevailing Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the Bid shall conform to all applicable requirements of local, state and federal law.
- e) **Governing Law and Venue** – In the event of litigation, the Bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the

State of California. Venue shall only be with the appropriate state of federal court located in Fresno County.

- f) **Permits and Licenses** – The successful Vendor(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.
- g) **Independent Contractor** – While engaged in carrying out and complying with terms and conditions of the contract, the Vendor agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.
- h) **Anti-discrimination** – Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District’s Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.
- i) **Termination**– The Agreement may be terminated consistent with Section 6 of the special instructions and conditions.
- j) **Product Shortages** – If the successful Vendor is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.
- k) **Fingerprinting.** All Vendors must comply with California Education Code sections 45122 through 45125.5. Every employee who will work at any site within Fresno Unified School District must be fingerprinted by a law enforcement agency and pass a criminal background check conducted by the DOJ. The district has provided a certificate of understanding that shall be returned with the submittal.
- l) **Protest Procedure.** This DISTRICT review procedure must be followed by any vendor who believes that a Bid award recommendation is not consistent with DISTRICT regulations, the Bid specifications, or in compliance with law:
 - 1) Protest on a Bid must be filed in writing with the Executive Director of Purchasing within two working days after receipt of the Bid summary and its recommendations are sent to the vendors.

- 2) Failure to file a timely Bid protest shall constitute a vendor's waiver of the right to have the Bid award reviewed.
- 3) The Executive Director of Purchasing will convene a meeting with the review requestor to attempt to resolve the problem
- 4) In the event the protest is not resolved, the protest will be referred to the Superintendent or his designee, normally the Chief Financial Officer.
- 5) Should the protest not be resolved at this level, it shall be referred to the Board along with all documentation regarding the protest and the responses at each level.
- 6) The Board will not act upon a protest until each of the proceeding steps has been exhausted.
- 7) The Board's decisions shall be final.

INTRODUCTION

The Fresno Unified School District Nutritional Services Department operates the School Breakfast Program, the National School Lunch Program and the After-School Snack Program throughout the district, and is made up of a team of food and nutrition professionals that are dedicated to students' health, well-being and their ability to learn.

The Fresno Unified School District Nutritional Services Department operates the School Breakfast Program, the National School Lunch Program and the After-School Snack Program throughout the district, and is made up of a team of food and nutrition professionals that are dedicated to students' health, well-being and healthier school environments by providing healthier food choices. their ability to learn.

TENTATIVE "BID" AND CONTRACT AWARD TIMELINES

April 30 and May 7, 2020	Advertise BID in Newspaper
May 8, 2020	Last Day to submit Questions for Pre-Bid Meeting
May 11, 2020	Mandatory Pre-Bid Meeting, 1:00 PM
May 18, 2020	Last day for Vendor to submit questions for Addendum
May 19, 2020	Last Addendum issued
May 25, 2020	Bids Due Prior to 2:01 PM
June 17, 2020	Target Board Date
July 1, 2020	Anticipated Contract Start Date

SPECIAL INSTRUCTIONS AND CONDITIONS

1. PREPARATION OF BIDS

Before submitting a BID, each vendor is expected to thoroughly examine specifications, instructions, and all other related contractual documents included in the BID, including subsequent amendments to the Bid, if any. Failure to do so will be at the vendor's risk and will not bar the vendor's obligation to perform if a contract is awarded pursuant to this. The submission of a Bid shall be taken as prima facie evidence of compliance with all sections of this BID.

Notwithstanding any provisions to the contrary, all Bids shall include the completed forms identified in the Bid Check List. Failure to submit the documents/forms may render the Bids non-responsive.

Responses shall be sealed, prominently marked with the BID Number, BID title, BID opening time/date and name of company. Bid pricing will be read out loud following receipt of BIDS. BIDS received later than the designated time and date will not be accepted. Facsimile (FAX) or e-mailed copies of submittals will not be accepted.

2. EXPLANATION TO VENDORS / REQUEST FOR INFORMATION

If a vendor desires an explanation of any kind regarding provisions of the BID, the vendor must make a written request for such explanation. The request should be sent to Esther Moultrie, Buyer III at Esther.Moultrie@fresnounified.org. Questions must be submitted by the date identified in the Tentative "BID" Contract Award Timelines (in the Introduction Section) to allow sufficient time for a reply to reach all vendors involved in this BID. Responses to questions will be distributed to all proponents via addendum.

3. AMENDMENTS

Vendors are advised that the District reserves the right to amend the requirements of the BID prior to the date set for opening of BIDs. Such revisions will be provided by email to all vendors involved in this BID process who have submitted the Vendor Registration Form. If the change is of such nature that additional time is required for vendors to prepare their Bids, the date for receipt of Bids will be changed and all vendors will be notified of the new due date and time in writing through an addendum.

Vendors must acknowledge receipt of addendums to the BID by signing and returning the addendum with the BID submittal.

4. LATE BIDS AND MODIFICATION

BIDs and/or modifications received after the receipt deadline will not be considered. Late Bids will be returned, unopened, to the vendor.

5. WITHDRAWAL OF BIDS

BIDs may be withdrawn by letter or in person by an authorized representative, possessing proper identification and written proof of his/her authority to act on behalf of the vendor. If withdrawn in person, the person withdrawing the Bid will be required to sign a receipt for the Bid.

Withdrawal action of any type must be done before the date and time specified for opening the Bids in this BID.

6. TERMINATION OF AGREEMENT

The Fresno Unified School District reserves the right to terminate the Agreement with due cause giving ten (10) day written notice. Due cause for termination of the Agreement shall be, but not limited to, failure to provide services required within a reasonable time period or for reason of unsatisfactory service, or Fresno Unified School District does not appropriate funds for the goods/services listed in Agreement, or federal funding is not adequately secured. Purchase Orders issued against the Agreement will automatically cancel upon termination of the Agreement. District will only be responsible for actual orders placed against purchase orders, and orders received in accordance with the BID prior to termination of the Agreement.

Fresno Unified School District may elect at their option to discontinue any or all services specified in the contract in favor of other product or services determined to be in the best interest of the District.

7. METHOD OF AWARD

Award will be to the most responsible and responsive bidders meeting bid specifications, and pass all the Evaluation Criteria set forth in the BID, Article 7 B.

1. **Line Item Award** - The Vendor(s) with the lowest price based on unit price multiplied by estimated quantity which may result in award of more than one Vendor.
2. **Evaluation Criteria** - Vendor will receive a score of 1-point for PASS and 0-point for FAIL for each criteria item. Vendor must score a total of 5-points to be considered responsive to Article 7 B.

B. EVALUATION CRITERIA

Bids will be evaluated for responsiveness based on a pass/fail on the following criteria: Food Safety, Delivery, Technology & Reports, and Good Food Purchasing Program Standards.

Evaluation Criteria	Description of Evaluation	Referenced Article of BID	Score / Points
Taste Test	PASS/FAIL: Vendor will receive pass fail score. Vendor's pizzas will be taste tested by committee and/or students for input to maximize student meal participation.		0 = FAIL 1 = PASS
Food Safety	PASS/FAIL: Vendor will receive pass fail score. Proposing Vendor must provide evidence, in the form of a written Food Safety & Security Program or HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Vendor's staff are properly and regularly trained in current safety procedures. The Vendor's facilities are regularly inspected by accredited agencies and Vendor's facilities are favorably assessed in those inspections. The Vendor promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. If needed, the Vendor's record-keeping program is such that the Vendor would be able to promptly trace any product to its original supplier and source of origin. Proposing Vendor must provide evidence that it has a Product Recall Procedures and Pest Control Policy in place.	HACCP Plan or Food Security and Safety Program Reference Questionnaire Pages #48-51	0 = FAIL 1 = PASS
Delivery	PASS/FAIL: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. Explain your abilities in 50 words or more to meet this requirement.	Reference Article 14; Questionnaire Item 13	0 = FAIL 1 = PASS
Technology and Reports	PASS/FAIL: Availability of online ordering with order confirmation. Ability to provide itemized reports via excel spreadsheet. Please provide sample reports.	Reference Article 15 and 32	0 = FAIL 1 = PASS
Good Food Purchasing Program Standards	PASS/FAIL: Vendor will write a narrative (100 words or more) on the initiatives they have in place to meet Good Food Purchasing Program Standards: https://gfpp.box.com/v/GFPPStandards2017 supporting local economies, environmental sustainability, valued work force, and nutrition.		0 = FAIL 1 = PASS

C. MISCELLANEOUS BIDDING INSTRUCTIONS

1. Vendor is not required to bid all items in Pricing Sheet to be responsive.
2. Submit Bid pricing on listed items in accordance with all conditions and specifications specified in the BID. Vendor must specify pricing, case count and weight, and Item Number.
3. Substituted items will be evaluated as equal based on product specifications as well as taste solely by Executive Director of Purchasing.
4. In case of calculation errors, the District will take the cost listed in the unit price column and multiply by the estimated annual usage to determine line item bid amount. Pricing Sheet will be provided in Excel format for bidders to input pricing.

5. Prices shall remain firm for the duration of the initial term.
6. Fresno Unified School District reserves the right to inspect the facilities of the vendor prior to award of contract, and if the District determines, after such inspection, that the vendor is not capable of performance satisfactory to the District, the Bid may be rejected. *Refer to Article 25 - Inspection of Vendor's Facility.*
7. A requirement by vendor for any minimum order other than as specified in this BID may be cause for rejection of Vendor's entire Bid.
8. When two or more identical lowest bids are received, the Governing Board may determine low bidder in accordance to District AR 3311.
9. For the purpose of this bid, "SOURCE" means items where the product is grown.
 - a) Column titled "California" on Pricing Sheet will be used for determining compliance to California Produce Act.
 - b) Column titled "Domestic" on Pricing Sheet will be used for determining compliance to Buy American Act".

8. CONTRACT TERM AND PRICING

The tentative initial term of this contract will be July 1st, 2020 through June 30, 2021 with the option to extend the contract for two (2) one (1) year periods, subject to approval by both parties in writing ninety (90) day prior to contract renewal date. Factors that would influence the District in exercising this option would be satisfactory measurement of local market conditions, satisfactory service being rendered by contract holder, and the amount of any increase in price and other appropriate factors.

Bid prices that are subject to increase/decrease for each renewal period, excluding the initial 12 months of contract, shall be based upon percentage increase or decrease in the annual Consumer Price Index (C.P.I.) as determined by the United States of Department of Labor, Bureau of Labor Statistics in the West Region, as measured by the Consumer Price Index for All Urban Consumers (CPI-U). https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm

The successful Vendor(s) must notify the district in writing of price changes ninety (90) days prior to the contract renewal date. An explanation citing the rationale for price increase must be included in such correspondence and supporting documentation justifying the reason for price increase. The District reserves the right to reject said price changes and cancel remaining balance of contract, if in the best interest of the District. Bid price increases will require approval from the Executive Director of Purchasing.

In the event the selected vendor does not intend to renew the contract, the vendor must provide written notification ninety (90) calendar days before anniversary date. In the event, proposed price increases are not accepted, and vendor chooses to not renew contract, the vendor shall provide written notification ninety (90) calendar days starting on date negotiations cease.

9. PROCUREMENT ACTS

A. Buy American Act

As a sponsor of the School Nutrition Programs, the District will consider only applicable products which comply with the requirements of the “Buy American” Act.

The Buy American Provision: Section 1.04(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires that schools and institutions participating in the School Nutrition Programs in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for the use in meals served under the programs.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requires school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States as provided in 7 CFR Part 210.21(d).

“Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

It is the District’s intent to strictly adhere to this policy.

Any Vendor intending to provide products produced or grown in a foreign country must include such information on their Bid submission. Failure to include such information the Bid submission may result in product rejection at the vendor’s expense.

Fresno Unified School District encourages products specification submitted for bid to be only 100% domestically grown and processed products.

Fresno Unified School District will monitor Vendor performance as required in 2 CFR Part 200.318(b), formerly in 7 CFR Part 3016.36(b)(2), to ensure that Vendor(s) perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. This will be accomplished by ensuring the product label designates the United States, or its territories, as the country of origin.

The District requires Vendor(s) to provide country of origin on all products and invoices submitted for payment.

Vendor(s) are required to list the country of origin for products in all bid documentation submitted along with receipts and invoices.

The District may impose penalties, including contract termination, if Vendor(s) are not able to comply with the Buy American provision.

Exceptions to the Buy American Provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to the Food Service Director a **minimum of 10 days** in advance of delivery.

The request must include the:

- a) Alternative substitute (s) that are domestic and meet the required specifications:
 - 1. Price of the domestic food alternative substitute; and
 - 2. Availability of the domestic alternative substitute in relation to the quantity ordered.

- b) Reason for exception: limited/lack of availability or price (include price):
 - 1. Price of the domestic food product; and
 - 2. Price of the non-domestic product that meets the required specification of the domestic product.

The Vendor(s) are required to examine product packaging as the Nutrition Labeling and Education Act of 1990 mandates that the country of origin for both domestic and imported food products be identified on the product labels to ensure compliance with the Buy American Provision.

The District requires that suppliers certify the percentage of U.S. content in products supplied to us on the BID Pricing Sheet.

If you are unable or unwilling to make such certification, we will not purchase from your company.

B. California Produce Act

In compliance with Chapter 7 Part 1 of Division 21 of the Food and Agricultural Code, where price, fitness, and quality being equal, the District will give preference to supplies and produce that is grown, manufactured or produced in the State of California. Additionally, Vendor will be required to comply with California Produce Act and the District's Geographic Preference when purchasing from suppliers.

The District requires all bidders to provide information of where the supplies and produce is grown, manufactured or produced for each item submitted on the bid. The District may deem a bid as "unresponsive" and ineligible for contract award for failure to include this information with their bid.

Information on Assembly Bill No .822 regarding Choose California Produce Act can be found at: http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB822

10. GEOGRAPHIC PREFERENCE / LOCAL FOOD PRODUCE REPORTING REQUIREMENTS

Reserved.

11. ESTIMATED USAGE

The quantities listed in the BID are estimates only and based on previous and anticipated usage. It is not expressly implied nor guaranteed, that the quantities shown will be used in the next contract period, and as such, the right is reserved to order decreased or increased amounts from those listed, as may be required. Actual usage whether lesser or greater than estimated shall not affect the prices as bid and accepted by the District.

12. OTHER PURCHASES

1. Fresno Unified may need to purchase goods not included in the Agreement and may add to this existing contract if the total value of all the additional items do not exceed 10% of the estimated contract at the beginning of the year. (Memo Code FD-144, SP 04-2018, SFSP 01-2018, CACFP 4-2018).
2. In support of the District's Farm to School efforts the District reserves the right to award small contracts to local farmers.
3. The District reserves the right to purchase items that are needed by the District for menu planning from other than the awarded Vendors that are not readily available from the Vendor.
4. The District reserves the right to acquire from other sources during the life of the contract such like items, as may be required for testing, evaluation, experiment, for special programs of an emergency nature, or whenever the successful Vendor(s) cannot supply per conditions of Paragraph B of the Force Majeure Clause.

13. MENU PLANNING

The successful Vendor(s) must work collaboratively with DISTRICT staff to develop a locally sourced, cost-effective menu based on products that meet our meal pattern requirements. This requires constant planning, flexibility, organization, forecasting, communication and a quick response from the vendor.

The successful Vendor(s) must provide a monthly excel spreadsheet of costs incurred by the program and work directly with DISTRICT Management to adjust the menu as necessary to maximize allocated funds.

14. DELIVERY REQUIREMENTS AND LOCATION

Orders must be delivered complete within three (3) weeks as requested by the Food Service Department. Emergency orders to be delivered within one (1) week of request. **Delivery shall be made between the hours of 9:00 am and 2:00 pm** during regular Fresno Unified working days. Delivery of items shall be F.O.B. Destination, Delivered to:

**FRESNO UNIFIED SCHOOL DISTRICT
NUTRITION CENTER WAREHOUSE
4480 N BRAWLEY AVENUE
FRESNO CA 93722**

If the supplier fails to meet the specified delivery requirements, the Buyer may procure the goods from another source, and recover any loss (the difference between the contract price and the purchase price paid by the Buyer, including any shipping costs) occasioned thereby, from any unpaid balance due the Vendor. The prices paid by the Buyer shall be considered the same prevailing market price at the time such purchase is made.

All Deliveries must be palletized with a maximum height not to exceed 48". The Pallets size must be 48" High X 48" Long X 40" Wide. All costs for palletizing shall be included in unit-price. Failure to comply with this requirement shall be cause for rejection of delivery and product shall be returned to vendor at vendor's expense.

All shipments shall be accompanied by a packaging slip and the Districts Purchase Order Number. No mixed product pallet loads will be accepted at Nutrition Center Warehouse. Products shipped must be separated by the product codes.

A scheduled delivery appointment will be required on all deliveries made to Nutrition Center Warehouse. The vendor must contact our District Warehouse two weeks in advance to schedule a date and time. Trucks that arrive without an appointment may be delayed or refused.

Delivery dates specified on the purchase order is hereby declared to be the essence in this contract. Time and manner of delivery are essential factors in proper performance under the contract.

A scheduled delivery appointment will be required on all deliveries made to Nutrition Center Warehouse. The vendor must contact our District Warehouse two weeks in advance to schedule a date and time. Trucks that arrive without an appointment may be delayed or refused.

Delivery dates specified on the purchase order is hereby declared to be the essence in this contract. Time and manner of delivery are essential factors in proper performance under the contract.

15. ORDERS

Orders will be placed by email for products as required. Confirmation of receipt of order will be requested. Receipt of Award Notice by the successful Bidder(s) shall not be interpreted as an order. Product shall only be shipped as requested. Automatic deliveries will not be accepted.

The District has the right to order at the price, term, and conditions in effect at any time prior to the expiration date of the agreement. Purchase Orders issued against the contract may specify delivery dates beyond the expiration date of the agreement, not exceeding thirty (30) days.

From time to time itemized Purchased Orders may be used for placing special or emergency orders. The District prefers to utilize an online ordering system, if available, that is provided by the vendor. Vendor shall provide any necessary training to District staff in order to implement the online ordering system. There shall be no charge to the District for using vendor's online ordering system. If no online ordering system is available, or at the discretion of the District, the vendor shall be required to utilize order forms designed by Food Services and generated by the District's cafeteria sites. Each order will include the following: the district assigned order number for the product, quantity, approved product code and product description.

16. PRODUCT ITEM NUMBERS AND PACK SIZE

Vendors are to indicate the space provided on the BID sheets the item number of each product and pack size if different than specified. Once product item number, and pack size have been established in a contract as submitted in this BID, the successful vendor is expected to maintain those product item numbers, and pack sizes. Any changes must be approved by the District's Food Services Director before acceptance of substitutes or alternates.

17. ALTERNATE PRODUCTS

The specifications are not meant to be restrictive to a specific brand. The District reserves the right to determine acceptable quality of products and reserves the right to waive any minor variations from specifications and to evaluate the Bid based on the determination of what is in the District's best interest. The District also reserves the right to reject any part of the Bid or the whole Bid.

18. SAMPLES

Samples, CN Label (when applicable), Nutrition Analysis Sheet, Product Specification Sheet and Product Formulation Statement may be requested before award is made. Each item shall be properly identified as to vendor, BID number and line item number and must be provided with five (5) working days from date of request.

Failure to provide samples, CN Label, and nutrient and specification sheets as requested may be cause for rejection of Bid. Samples shall be provided at no cost to the District.

Samples shall be a representative of the exact item to be provided during the contract period. This includes but not limited to flavor, shape, color, size, packaging, case count, and ingredients.

19. NUTRIENT CONTENT

The District's Food Services Department utilizes a computer software program to analyze the nutrient content of student meals. District reserves the right to have product tested in a laboratory during the term of contract to ensure District daily menu meets daily nutrient requirements. Product that fail testing may be removed from the selected vendor's contract and procured through other sources in compliance with Federal procurement guidelines.

The following information will be required from the manufacturer: Ingredient list, serving size, weight (g), calories (kcal), trans fat (g), carbohydrate (g), protein (g), total fat (g), saturated fat (g), cholesterol (mg), iron (mg), calcium (mg), vitamin A (I.U.), fiber (g), sugar (g), thiamin (g), riboflavin (mg), niacin (mg), vitamin B6 (mg), and folic acid (mcg).

20. HANDLING/STORAGE

All products must conform to the provisions set forth in the Federal, State, City and County Laws for their production, handling, processing, marketing and labeling. The plant and facilities of the successful Vendor shall be accessible at all times of normal operation to inspection by representatives of the District.

The District's may monitor a vendor's compliance to health and safety laws. Therefore, we may require an inspection of the manufacturing plant on a quarterly basis. Should this be necessary, this will be performed at the expense of the vendor awarded the BID. Vendor shall work with the District to schedule an inspection as soon as practical following a request.

21. PACKAGING

Packages shall be so constructed as to ensure safe transportation to point of delivery. Packaging should minimize breakage and maintain freshness. Cases should be clean. Soiled and damaged cases will not be accepted. Only new cartons shall be used for packaging. No previously used cartons shall be used for packaging.

Unless otherwise stated within the individual item specification, shelf life for all items to be within reasonable standards and may be designated upon purchase of specific items if necessary. All items are to be coded with the date of production and/or “use by” date. No selling prices are to appear on any item delivered. All packaging materials are subject to the approval of the Food Services Department. All cases must be new.

22. METAL DETECTOR

All products must be examined for the presence of metal by a detection device approved by the Food Safety and Inspection Services (FSIS). The metal detector must be capable of detecting metallic contaminants including, but not limited to, stainless steel shavings, pieces of metal from processing equipment, metal fragments from cutting knives, metal staples, and packing fasteners. The metal detections system used must have the sensitivity to detect a 1.5 mm, 440 stainless steel test standard before final packaging and a 3mm, 440 stainless steel test standard after final packaging.

23. TRANSPORTING FRESH AND FROZEN FOODS

All frozen/refrigerated food items shall be delivered in properly insulated mechanical or thermostatic temperature controlled refrigeration equipment. Such equipment must be capable of maintaining a temperature to protect the products. All frozen products must be delivered in a hard frozen state, 10 degrees F. or below. All refrigerated items shall be delivered between 32-40 degrees F, unless otherwise specified. Items not meeting temperature requirements will be refused and returned to vendor at vendor’s expense.

24. FOOD SAFETY / FACILITY / SANITATION REQUIREMENTS

The District has pest control procedures in place at all its storage facilities for food items and related products. In order not to compromise these procedures, any product delivered under this contract must have an audit trail that clearly demonstrates appropriate handling and storage practices.

This will include providing proof of established sanitation procedures and an active pest control program to assure proper sanitary conditions exist. Additionally, should the Vendor change physical locations in which the product to be provided to the District is manufactured and/or stored, the Vendor shall notify the District prior to such move. The plant facilities of the successful Vendor shall be accessible all times of normal operation to inspection by a representative of the District.

All products shall be produced and handled in accordance with applicable sanitary practices. Manufacturing and processing plants shall meet the standards of sanitation as determined by the Fresno County Health Department, State of California, USDA and Food and Drug Administration (FDA) as applicable.

Vendor must have a food safety system in place that is designed specifically to guarantee the food being served is safe to consume. Vendor must be HACCP (Hazard Analysis and Critical Control Point) Certified.

25. INSPECTION OF BIDDER'S FACILITY:

The District reserves the right to inspect the facilities and truck fleet of the Vendor prior to the award of contract and if representatives of the District determine after such inspection that the Vendor is not capable of performance satisfactory to the District, the BID will not be considered. In addition to physical characteristics to determine capacity, the proposed facility should employ at minimum, industry standards of good manufacturing practices. If the Vendor is located out of town/state and/or products BID are manufactured out of town/state, the Vendor shall bear the transportation costs and accommodations of not more than three (3) District representatives, if any inspection of the facility is necessary, as determined by the District. Should the Vendor vacate approved facility, a re-inspection will be required under the same conditions for the new facility.

26. PRODUCT TESTING

If in the opinion of the District, an item purchased on this BID does not conform to specifications 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. If the test shows that the product does not conform to specifications or meet the standards of the samples submitted, the cost of testing will be charged to the vendor. Items purchased that do not conform to specifications will be returned to seller at seller's expense. Seller shall issue full credit for all items returned. Repeated violations will be considered grounds for terminating the contract.

27. PRODUCT QUALITY CONTROL

The District reserves the right to discontinue service of all or any portion of any contract resulting from this Bid for any reason determine by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the vendor in default. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which vendor's plant is located or by the applicable federal standards, whichever are higher.

Vendor must follow appropriate procedures for a First-In First-Out (FIFO) stock rotation system.

Vendor, at their expense, is responsible to ensure all food products is screened by a metal detector to ensure that product does not contain metal objects.

In the event of a product contaminations issue, vendor shall provide trace back capabilities for all products to the point of origin.

28. QUALITY TESTING

The District reserves the right to submit sample products for testing, at the District's expense, by a public laboratory to determine products meet food and safety levels and adherence to BID specifications. Tests may include, but are not limited to: pathogen levels, content, weight, and any other specification requirement. **Pathogen testing in food** mainly involves looking for likely or suspected forms of bacterial contamination by **pathogens** such as E. coli, Salmonella, Listeria, Campylobacter and Staphylococcus.

If the tests indicate that the samples have unsatisfactory pathogen levels or do not meet food and safety levels the contract specifications, the vendor shall immediately pick up all of the remaining cases of that particular lot and issue a credit memo to the District for the full value of the returned product and testing fees, or offer immediate replacement at no cost to the original site.

Recurring incidents of products not meeting food and safety levels the minimum specifications in this BID, as determined by a public testing laboratory, may be cause for default and consequently termination of this contract.

29. INFERIOR PRODUCT

The vendor agrees to permit inspection of the fruits and vegetables by a representative of the District's Food Service Department with the right of rejection of inferior merchandise. The District's decision shall be final.

30. PRODUCT SHORTAGES AND PRICING SHEETS REPLACEMENT ITEMS

The District will not allow substitution, from the Pricing Sheets as specified in the contract, without prior approval. In the event vendor is unable to deliver an item as specified in this contract, notification of shortage must be made by email at least forty-eight (48) hours prior to scheduled delivery. An equal or better substitute pricing sheet product must immediately be made available to the District for approval and subsequent distribution to the sites.

31. CREDIT MEMOS

The vendor's delivery driver shall provide each location with a credit at the time of delivery for all product short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be emailed to Foodservice.invoice@Fresnounified.org with the corresponding electronic invoice to the District's Food Services Accounting Department. Credits shall be reflected on the electronic invoices.

32. INVOICING AND BILLING PERIOD

The billing period shall begin on the first day of each month and shall end on the last day of each month. Monthly summary invoices (statements) recapped by site, must be submitted electronically in an excel spreadsheet and a hard copy to include the following information:

- Vendor's name, address, and telephone number
- Vendor's invoice number and date
- District's assigned Purchase Order Number
- Site's name and address
- Product Item Number
- Quantity shipped for each item ordered
- Product description
- Pack size and weight
- Unit price and extended price for each item on order
- Total price of order/invoice
- Country of Origin

The successful vendor will be paid in accordance with payments terms NET-30 upon receipt of summary invoices for previous month's billing period. Deliveries for the last day of the billing period must be included on the summary invoice for that billing period. Separate summary invoices shall be rendered for each school, with the school number prefacing the name. For prompt payment, billing must be accurate in all details (packing slip and invoices, and Pricing Sheet line item product number, description, and cost). Invoices must be electronically submitted (e-mailed) to: Foodservice.invoice@Fresnounified.org.

The summary invoices with the corresponding delivery documents attached must be received in the District Food Services Department within five (5) working days after the billing period in order to facilitate timely payment.

District has the right to request Vendor remove disputed items from billed invoices and separately invoice items not in dispute.

The Vendor shall maintain adequate records of all purchases for a period of four (4) years and shall fully cooperate with any and all audits by the District or its agents.

33. VENDOR'S REFUSAL OR FAILURE TO PROVIDE ACCURATE BILLINGS/INVOICES

If Vendor is unable or unwilling to provide accurate billings /invoices that match the Pricing Sheets description, product numbers, and unit pricing. Additionally, quantities received must match quantities billed. The District reserves the right to withhold any disputed amounts and reduce orders until any and all billing issues are corrected.

34. USAGE/VELOCITY FIGURES

Vendor shall furnish the District with electronic accurate usage/velocity figures of the items under contract and must submit the total District usage of each item quarterly and year-to-date. The usage figures are to be received by the District within ten (10) working days after the end of the last month of the quarter. Usage figures must be electronically submitted (e-mailed) to: Foodservice.invoice@Fresnounified.org.

The quarterly periods are July through September; October through December; January through March; and April through June. Failure to provide usage figures may result in default and consequently termination of the contract.

35. ON-SITE REPRESENTATIVE

The vendor must be required to provide a member of the vendor's staff to visit with the District's Farm to School Specialist or other Food Service representative at the Food Services office for at least a two (2) hour period each month or as operationally necessary. The staff member provided by the vendor shall have sufficient authority to make decisions on the vendor's behalf. The purpose of the visits will be to develop seasonal sourcing strategies and menu options to facilitate cost effective products for the District. Actual dates and times will be negotiated between Food Services and the vendor.

36. CONTRACT PROGRESS MEETING

The successful vendor will be required to attend monthly "Contract Progress Meetings" as requested by the District during the term of the Agreement this agreement. At these meetings the District will appraise the vendor on the District assessment of the vendor's performance with complying with the terms, conditions, and requirements of the contract. Additionally, the vendor will appraise the District of any operational problems being experienced.

37. REFERENCES

The Vendor to provide three (3) school districts with deliveries for which your company has successfully performed comparable services to those required herein.

BID CHECK LIST

The forms below shall be signed and submitted with Bids. Notwithstanding any provisions to the contrary, all Bids shall include the following completed documents/forms. Failure to submit the documents/forms may render the bid non-responsive.

- Bid Bond, Certified Check, or Cashier's Check
- Non-collusion Document
- Student Safety Declaration
- Iran Contracting Act Declaration
- Bid Signature Page Form
- Prime Point of Contact
- Food Safety / Facility / Sanitation Requirements
- Food Safety Inspection / Audit Reports
- References
- BID Pricing Sheets
- Agreement
- No Prohibited Interest/Conflict of Interest Declaration - Attachment
- Suspension and Debarment Certification Form - Attachment
- Certification Regarding Lobbying Form and Lobbying Activities Form
- Workers Compensation Form

SAMPLE AGREEMENT

THIS AGREEMENT dated as of _____, 2020 (“Effective Date”), is made and entered into by and between the Fresno Unified School District (“DISTRICT”), and _____ (“VENDOR”).

For the consideration stated below, DISTRICT and VENDOR agree as follows:

1. The complete Agreement includes and incorporates by reference herein all of the “Contract Documents” including: the Agreement, Request for BID number 20-58, Noncollusion Declaration, Contractor’s Certificate Regarding Workers Compensation, Student Safety Declaration, Iran Contracting Act Certification Form, No Prohibited Interest/Conflict of Interest Declaration, Certificate Regarding Lobbying, Disclosure of Lobbying Activities, Debarment-Suspension-and-Other Responsibility Matters, References, Questionnaire Used to Assist with Evaluation for Assigning Points Food Safety / Facility / Sanitation Requirements, Bid Signature Page Form, Specifications- Delivery Locations- Pricing Sheets, and all modifications, addenda, bulletins, and amendments.

2. VENDOR was selected based on the “lowest line item price” and passed all criteria elements set forth in the BID. The Fresh Produce shall be delivered in a manner in strict accordance with local health and safety requirements, the Contract Documents and all provisions of the complete Agreement as herein defined. The VENDOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the VENDOR shall not be excused with respect to any failure to fully complying with the requirements of the Contract Documents. All Fresh Produce to be furnished and delivered in strict accordance with the Contract Documents.

3. Individual orders of Fresh Produce will be placed on-line no later than five (5) business days prior to the next scheduled delivery date. DISTRICT reserves the right to revise as necessary an order no later than 9:00 am the morning preceding any delivery. Each order placed by DISTRICT will include DISTRICT assigned order number for the product, quantity, approved product code and product description.

4. As full consideration for the faithful performance of the Agreement for the Nutrition Center product delivery set forth on Price Sheet, DISTRICT shall pay to VENDOR, the rates provided in VENDOR’s Pricing Sheet submitted with its BID and set forth as Appendix 1 of the Agreement. Payment terms shall be Net 30 and invoiced monthly against issued purchase order(s) for produce satisfactorily provided. In the event any invoices do not match the pricing or quantities listed in the BID, the DISTRICT reserves the right to withhold any disputed amounts until the billing issues are corrected. Schedules shall be updated as allowed per the BID terms and conditions.

5. The contract time shall commence on the date stated in the Agreement for an initial one-year term with the option to extend the Agreement for two (2) one (1) year periods, subject to approval by both parties in writing ninety (90) calendar days prior to the contract renewal date. If VENDOR does not intend to renew the Agreement, VENDOR shall provide written notice to DISTRICT at least ninety (90) calendar days before the Agreement anniversary date. DISTRICT reserves the right to terminate the Agreement with due cause giving ten (10) day written notice. Due cause for termination of the Agreement shall be, but not limited to, failure to provide services required within a reasonable time period or for reason of

unsatisfactory service, DISTRICT does not appropriate funds for the goods/services listed in Agreement, or federal funding is not adequately secured.

6. During the term of this Agreement, including all renewal terms, VENDOR shall maintain policies of insurance as required by the Contract Documents.

7. VENDOR shall maintain insurance in accordance with the Contract Documents. VENDOR shall indemnify, hold harmless and defend DISTRICT, and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from VENDOR's work under this Agreement or in consequence of the use by DISTRICT of Fresh Produce supplied pursuant to this Agreement.

8. VENDOR acknowledges that it is an independent contractor and not an employee, agent, or representative of DISTRICT. VENDOR acknowledges that it shall be solely responsible for and shall indemnify and hold DISTRICT harmless from all matters relating to payment of VENDOR'S employees, subcontractors and others, including compliance with Social Security, withholding and all other laws and regulations governing such matters.

9. VENDOR agrees to deliver the Fresh Produce prepaid unless otherwise specified. The price for the Fresh Produce shall not exceed the rates provided in VENDOR's Pricing Sheets for the duration of the initial one-year term unless a temporary price increase is approved by the District in advance. The prices may be subject to increase/decrease before the start of each renewal period, based upon percentage increase or decrease in the annual Consumer Price Index (C.P.I.) as determined by the United States of Department of Labor, Bureau of Labor Statistics in the West Region, as measured by the Consumer Price Index for All Urban Consumers (CPI-U).

10. Miscellaneous Provisions.

10.1 Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. VENDOR shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. VENDOR agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

10.2 Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

10.3 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Fresno County, California.

10.4 Notices. Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

10.5 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the DISTRICT and VENDOR and their respective successors and assigns.

10.6 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or under unenforceable any other provision hereof.

10.7 Entire Agreement. The complete Agreement, as set forth in paragraph 1 herein above, constitutes the entire agreement of the parties. No other agreements, oral or written, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

10.8 Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

FRESNO UNIFIED SCHOOL DISTRICT

Vendor

By _____

Ruth F. Quinto
Deputy Superintendent/CFO

By _____

[Title]

APPENDIX 1
(AGREEMENT)

INSERT PRICING SHEETS FOR NUTRITION CENTER DELIVERIES

Bond No. _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned _____ as Principal, and
_____ as Surety, are hereby held and firmly bound unto
the Fresno Unified School District, hereinafter called the "District" in the sum of **10% of Vender's
annual accumulated price not to exceed five thousand dollars (\$5,000)** for payment of which sum,
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to District a certain
bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the
_____ in strict accordance with
Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative,
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of
Agreement attached hereto and shall execute and deliver the required insurance certificates and
Performance Bond in the forms attached hereto (all properly completed in accordance with said bid),
and shall in all other respects perform the Contract created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly
understood and agreed that the liability of the Surety for any and all default of the Principal hereunder
shall be the amount of the obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the Contract or the call for bids, or to work to be performed thereunder, or the
specifications accompanying the same, shall in anyway affect its obligation under this bond and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of said
Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay
all litigation expenses incurred by the District in such suit, including reasonable attorney fees to be fixed
by the court.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this ____ day of _____. The name and corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Principal Seal)

PRINCIPAL

By: _____

Title: _____

Address

Telephone No. / FAX No.



(Surety Seal)

SURETY

By: _____

Title: _____

Address

Telephone No. / FAX No.

Surety's Address

Surety's (Claim) Telephone No. / FAX No.

NONCOLLUSION DECLARATION

(TO BE EXECUTED AND SUBMITTED WITH BID)

Public Contract Code section 7106

The undersigned declares:

I am the _____ [name/title] of
_____ [company], the party making the foregoing bid.

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

Print Name

Signature of Authorized Company Representative

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS COMPENSATION
TO BE EXECUTED AND SUBMITTED WITH BID**

Labor Code Section 3700 Provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with those provisions before commencing the performance of the work of this Contract.

CONTRACTOR: _____

By: _____

Type/Print Name:

Title

Date

(In accordance with Labor Code section 1860, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

STUDENT SAFETY DECLARATION
(fingerprinting)
Education Code Section 45125.2
(TO BE EXECUTED BY AND SUBMITTED WITH BID)

I, _____ [name/title], declare as follows:

1. I am a representative of _____ [company], and am authorized to make this declaration on its behalf;
2. Pursuant to Education Code section 45125.2, I shall not permit any employee, agent or subcontractor to have more than limited contact with pupils without taking protective steps as set forth in that section and this declaration.
3. I declare that I have taken one or more of the following protective measures pursuant to Education Code section 45125.2 and General Conditions Section 00 73 19:
 - a. Neither I, my employees, agents nor subcontractors will have more than limited contact with students.
 - b. I have installed or will install a physical barrier at the worksite such that no employee, agent or subcontractor will have more than limited contact with students.
 - c. An employee, agent or subcontractor will continually monitor and supervise all employee(s), agent(s) and subcontractor(s) who will have more than limited student contact. I will **have individual(s) processed through the DISTRICT** to submit fingerprints to the Department of Justice (DOJ) for the monitoring and supervisory of employee(s), agent(s) or subcontractor(s). I will not begin work on the job site until a DOJ cleared supervisor submitted through the DISTRICT is provided on the job site, and I certify that none of these supervisory employees, agents or subcontractors will have been convicted of a felony as defined in Education Code section 45122.1.

I know the above of my own personal knowledge and if called as a witness could competently testify thereto. I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on _____ [month/year], _____ [day], at _____ [city], California.

Name of Contractor

By: _____

Refer to Attachment "C" for fingerprinting and I.D. Badge Procedure.

IRAN CONTRACTING ACT CERTIFICATION

(TO BE EXECUTED BY AND SUBMITTED WITH BID)

Public Contract Code sections 2202-2208

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or Bid to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity 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 in accordance with 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 company/entity identified below, and the company/entity 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 or entity, for 45 days or more, if that other person or company/entity 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 in accordance with subdivision (b) of Public Contract Code 2203.

<i>Company 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 the County of _____ in the State of _____</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 Bid 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>

**NO PROHIBITED INTEREST/CONFLICTS
OF INTEREST DECLARATION**
(TO BE EXECUTED AND SUBMITTED WITH BID)

I hereby certify and declare that the undersigned Bidder has reviewed and understands Article 47 of the Information to Bidder, Prohibited Interests/Conflicts of Interest, and that Bidder has no business relationship with any member of the Board of Education ("BOE") that gives any BOE member a financial interest in any contract between Bidder and the District, other than a financial interest that qualifies as a "remote interest" or a "noninterest," and that no Prohibited Interests/Conflicts of Interest exist which violate Article 47 of the Information to Bidder and thereby preclude Bidder from contracting with the Fresno Unified School District. Bidder further understands that the provision of a bid/quote to Bidder over 5 years prior to a BOE member's election or appointment, without the goods or services included in the bid actually being furnished to Bidder, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a "remote interest" as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and with Article 47 of the Information to Bidder relating to Prohibited Interests/Conflicts of Interest, Bidder understands that if Bidder is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered which violates Article 47 of the information to Bidder, Prohibited Interests/Conflicts of Interest, the contract between Bidder and Fresno Unified School District may be void, and in such event Bidder may be required to disgorge all monies received pursuant to such void contract.

I declare under penalty of perjury under the laws of the State of California that 1) Bidder has reviewed all necessary documents and exercised all due diligence in determining that no Prohibited Interests/Conflicts of Interest exist as set forth above and as described in Article 47 of the Information to Bidder relating to Prohibited Interests/Conflicts of Interest, with respect to the undersigned Bidder, 2) I am authorized by Bidder to execute this form on Bidder's behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein are true and correct.

Dated: _____, 2019

(Company Name)

(Name and Title of Bidder's Representative)

(Signature)

Attachment I: Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person 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 the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(Signature)

(Date)

Disclosure of Lobbying Activities

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		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, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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 subawardee 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," 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 Bid number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/Bid control number assigned by the Federal agency). Included prefixes, e.g., "BID-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

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

A. The participant or respondent certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. 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;
3. 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
4. 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 participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Participant or Respondent Company Name

Award Number, Contract Number, or Project Name

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

Signature(s)

Date

**FRESNO UNIFIED SCHOOL DISTRICT
BID #20-58 – DRY AND FROZEN FOOD PRODUCTS**

REFERENCES

PLEASE SUBMIT THREE (3) SCHOOL DISTRICT WITH DELIVERIES FOR WHICH YOUR COMPANY HAS SUCCESSFULLY PERFORMED COMPARABLE SERVICES REQUIRED HEREIN.

Reference #1

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #2

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #3

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

QUESTIONNAIRE USED TO ASSIST WITH EVALUATION FOR ASSIGNING POINTS
FOOD SAFETY / FACILITY / SANITATION REQUIREMENTS
(attach additional pages and documents as needed).

The District has pest control procedures in place at all of its storage facilities for food items and related products. In order not to compromise these procedures, any product delivered under this contract must have an audit trail that clearly demonstrates appropriate handling and storage practices.

Vendor must complete the following questionnaire:

1. List address and location of your storage and processing facility.

2. Please describe your procedures for notifying customers of food safety and product recalls.

3. The District will be conducting periodic food safety audits and facility inspections conducted by the District's independent auditor at the District's expense. In the event the Vendor does not have successful audit and facility inspections, the Vendor will be provided the results of the food safety audits and facility inspection findings in writing. The Vendor has thirty (30) days to provide the District a corrective action plan and documentation to correct the findings. If the Vendor experiences repeated findings during the periodic food safety audits and facility inspections the District reserves the right to terminate the contract.

Please initial below confirming your acknowledgement of this requirement.

4. Please provide a copy of the last three (3) years of your food safety audits and inspections conducted by the following agencies:
 - a. Compliance with Global Food Safety Initiative (GFSI)
 - b. FDA Food Safety Modernization Act (FSMA)
 - c. USDA – HACCP
 - d. Fresno County Department of Public Health – Environmental Health Division
 - e. Independent third-party food safety audit firms

5. What is your procedure to ensure suppliers comply with the FDA Food Safety Modernization ACT (FSMA), State of California Department of Public Health Food and Drug Branch, California Department of Agriculture, and county and city laws and ordinances for your production facility?

6. Supplier must provide Good Agricultural Practices (GAP) documentation of food safety and sanitation with this BID. Please provide your documentation to address GAP.
7. Please provide a copy of your Hazard Analysis Critical Control Program (HACCP) including product recall procedures.
8. The District reserves the right to inspect the facilities 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 Vendor's Bid will not be considered or it can be cancelled.

Please initial below confirming your acknowledgement of this requirement.

9. The Vendor's facility must be registered with the Food and Drug Administration and meet the requirements in the Public Health and Safety and Bioterrorism Preparedness and Response Act (Public Law 107-188, Section 305).

Please initial below confirming your acknowledgement of this requirement.

10. The District reserves the right, at Vendor's expense, to submit products for testing by a public laboratory of the District's choice to determine wholesomeness and adherence to BID specifications. Tests may include, but are not limited to: pathogen levels, content, weight, and other specification requirements.

If tests indicate that the samples have unsatisfactory pathogen levels or do not meet the contract specifications, the Vendor shall immediately pick up all of the remaining cases of that particular lot and issue a credit memo to the District for the full value of the returned product or offer immediate replacement at no cost to the District.

Reoccurring incidents of products not meeting minimum specifications and standards to the BID, as determined by a public laboratory may be cause for default and consequently termination of this contract.

Please initial below confirming your acknowledgement of this requirement.

11. The Vendor agrees to permit inspection of food products by Districts representatives with the right of rejection of inferior product. The District's decision shall be final.

Please initial below confirming your acknowledgement of this requirement.

-
12. In order to ensure that the fresh produce provided is safe for District students, vendors and suppliers are expected to follow good on-farm food safety and post-harvest handling practices.

This includes, but is not limited to, safe planting, use of nutrients, pest-control mechanisms, harvesting procedures, cooling, washing, packing, and delivery.

The Food Safety Plan that awarded vendors must provide must describe the policies and practices their farms or supplier farms employs to minimize on-farm and post-harvest food safety risks.

The food safety plan must be detailed, accurate, and reflective of actual on-farm practices. Relevant logs and documentation associated with good food safety practices must also be detailed and accurate. Proof that farmers are using safe, clean water is required, and a current water test with passing results for E. Coli, Listeria, Coliforms, and Nitrates must be kept on file and available if requested.

Please provide suppliers food safety plans and documentation to address this requirement.

13. Trucks are to be cleaned on a regular basis, free of excessive dirt and debris. Provide a list of your truck fleet inventory including age, mileage, capacity, and other relevant factors to describe your capabilities to delivery produce on a consistent and timely basis. Include a proposed routing map to reflect your plan to service the delivery locations include delivery times.

Please initial below confirming your acknowledgement of this requirement.

14. Each case of product delivered must be labeled with farm name, product, date harvested, and date packed. The District reserves the right to request documentation that verifies the traceability information provided on each case, and the farmer must provide documentation within twenty-four (24) hours of the request.

Please initial below confirming your acknowledgement of this requirement.

15. Audits of the vendor's records will be made at the discretion of District officials at any time. Awarded vendors must agree to make available to the District or its agent any and all information including food safety inspections, audits, and documentation of chemical application records. The District will give the vendor thirty (30) days' notice of an audit to allow the vendor to gather and assemble records.

Please initial below confirming your acknowledgement of this requirement.

16. Describe the organization's traceability process. How will the organization be able to source identify produce provided to Fresno Unified School District.

17. Please provide the qualifications and background of the personnel responsible for Food Safety and organizational chart of your company.

18. Describe your process for providing packing slips, invoices, confirmation orders in conformance with this BID including your checks and balance for accurate billings.

BID SIGNATURE PAGE FORM
BID #20-58

Dry and Frozen Food Products

The undersigned, having carefully examined the BID and all addenda, proposes and agrees to be bound by all terms and conditions of the complete Contract Documents. I have thoroughly reviewed the Pricing Sheets for BID #20-58 submitted herewith and agree to provide fresh produce consistent with the terms of the BID at the prices identified in the Pricing Sheets.

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct."

To be signed by authorized company agent acknowledging submittal of BID. Prices should be typed and shown as instructed on the BID form for each item, in the amount of quantity specified in the BID Pricing Sheet form. Errors may be crossed off and corrections made prior to BID opening only and must be initialed in ink by the person signing this form.

Name of Company

Address

Signature

City State Zip Code

Print Name

Phone Number Fax Number

Title

Email Address

Federal Tax ID #

**PRIME POINT OF CONTACT
BID #20-58**

Dry and Frozen Food Products

Name of Company

Address

Signature

City State Zip Code

Print Name

Phone Number Fax Number

Title

Email Address

PRICE SHEET – APPENDIX 1

ITEM NO	ESTIMATED ANNUAL USAGE	UNIT OF MEASURE	PRODUCT SPECIFICATIONS	COUNT AND WEIGHT PER PACKAGE	BRAND NAME	PRODUCT CODE	UNIT PRICE	EXTENDED TOTAL	SOURCE	
									CALIFORNIA (Y/N)	DOMESTIC (Y/N)
1	2,000	CS	APPLE CINNAMON MUFFIN 48/3.6 OZ/CS, MUFFIN TOWN #06666 OR EQUAL							
2	2,000	CS	APPLE CINNAMON WAFFLE GRAHAM CRACKER, 300/2-PK/CS, MJM #423001 OR EQUAL							
3	500	CS	BANANA CHOCOLATE CHUNK BAR, 48/2.5 OZ/CS, FROZEN, J & J SNACK #40402 OR EQUAL							
4	3,000	CS	BANANA MUFFIN, 48/3.6 OZ/CS, FROZEN, MUFFIN TOWN #06675 OR EQUAL							
5	2,000	CS	BLUEBERRY MUFFIN, 48/3.6 OZ/CS, FROZEN, MUFFIN TOWN #06661 OR EQUAL							
6	800	CS	BREADED MOZZARELLA STICKS, 6/5 LBS/CS, FROZEN, TASTY BRANDS #41009 OR EQUAL							
7	400	CS	BREADED RAVIOLI, 6/5 LBS/CS, FROZEN TASTY BRANDS #41834 OR EQUAL							
8	2,500	CS	FIESTA NADA, BEAN-RICE-CHEESE, 60/4 OZ., BELL TASTY FOODS #6BRC40B OR EQUAL							
9	20,000	CS	BURRITO, BEAN & CHEESE, 48/CS, BULK, FROZEN, MCI/LOS CABOS #67576							
10	5,000	CS	CHICKPEAS, LIGHTLY SALTED, 125/1.5 OZ/CS, CREATIVE FOOD INNOVATIONS #03-CF145 OR EQUAL							
11	1,000	CS	CHOW MEIN NOODLES, 233/2.6 OZ/CS, FROZEN, ASIAN FOOD SOLUTIONS # 22003W/G OR EQUAL							
12	1,000	CS	CORN BREAD, LOAF, 140/20Z/CS, FROZEN, UNWRAPPED, MUFFIN TOWN #17605 OR EQUAL							
13	1,000	BK	FLOUR, BREAD WHITE 50LB/BK BAKE MARK #73249 OR EQUAL							
14	300	BK	FLOUR, WHITE ALL PURPOSE 50LB/BK BAKEMARK #30115 OR EQUAL							
15	1,200	BK	FLOUR, WHITE WHOLE WHEAT FINE 50LB/BK BAKEMARK #30392 OR EQUAL							
16	3,500	CS	FRENCH TOAST BAR, 48/2.50Z/CS, FROZEN, J & J SNACKS #40404 OR EQUAL							
17	7,700	CS	FRUITABLES PLUS, 100% VEGGIE, , 48/4.23 OZ/CS, GOLD RUSH, SHELF STABLE, APPLE & EVE #76301-2402STPF OR EQUAL							
18	10,000	CS	GRAHAM CRACKER, HONEY, W/FIBER, 150/3 CT/CS, MJM #300151 OR EQUAL							
19	1,500	CS	MAPLE WAFFLE GRAHAM CRACKER, 300/2-PK/CS, MJM #408001 OR EQUAL							
20	2,300	CS	MINI BLUEBERRY PANCAKES, 72/3.03 OZ/CS, FROZEN, KELLOGG #3800092560 OR EQUAL							
21	2,500	CS	MINI MAPLE WAFFLES, 72/2.64 OZ/CS, FROZEN, KELLOGG #3800092315 OR EQUAL							
22	500	CS	OATMEAL CHOCOLATE CHIP BAR, 48/2.5 OZ/CS, FROZEN, J & J SNACKS #40401 OR EQUAL							
23	5,000	CS	OATMEAL RAISIN BAR, 48/ 2.5oz/CS, FROZEN, J & J SNACK #40400 OR EQUAL							

PRICE SHEET – APPENDIX 1

ITEM NO	ESTIMATED ANNUAL USAGE	UNIT OF MEASURE	PRODUCT SPECIFICATIONS	COUNT AND WEIGHT PER PACKAGE	BRAND NAME	PRODUCT CODE	UNIT PRICE	EXTENDED TOTAL	SOURCE	
									CALIFORNIA (Y/N)	DOMESTIC (Y/N)
24	400	CS	PASTA NEST NOODLE PAR-COOKED, 255/CS, FROZEN, FIORE DIPASTA #PCBK8000 OR EQUAL							
25	1,300	CS	RAVIOLI, CHEESE, 180/ 4-pc.SERV PER CASE, FIORE DIPASTA #PCBK 1005 OR EQUAL							
26	100	SK	SALT, IODIZED, 50 LB, BAKEMARK #9195 OR EQUAL							
27	500	CS	SANDWICH, CROISSANT, TURKEY BREAOST, 72/4.8 OZ/CS, FRZN, BAKE CRAFTER3 #6649 OR EQUAL							
28	600	CS	SANDWICH, HOAGIE, TURKEY & HAM, 80/5 OZ/CS, FROZEN, BAKE CRAFTER3 #6654 OR EQUAL							
29	600	CS	SANDWICH, TURKEY PEPPERONI & CHEESE, 80/4.5 OZ/CS, FRZN, BAKE CRAFTER3 #6653 OR EQUAL							
30	4,200	CS	SAVORY WG WHEAT CRACKERS, 155/1 OZ/CS, MJM #801155 OR EQUAL							
31	2,400	CS	SPICY BLACK BEAN BURGER, 48/2.9 OZ/CS, FROZEN, MORNING STAR FARMS#2898949938 OR EQUAL							
32	150	SK	SUGAR, BROWN, 50 LB/SK BAKEMARK OR EQUAL							
33	350	SK	SUGAR, WHITE, GRAN, 50 LB/SK,BAKEMARK #9391 EQUAL							
34	2,100	CS	SWEET POTATO BREAD, 72/3 OZ/CS, FROZEN, SHANNONS IMPERIAL #3B-70050							
35	500	CS	TORNADO,EGG,CHEESE,TURKEY SAUSAGE 144/2.79oz/CS FROZEN, RUIZ FOODS #86969 OR EQUAL							
36	1,500	CS	TORTILLA CHIPS, 160/1 OZ/CASE, LA TAPATIA #77021 OR EQUAL							
37	700	CS	TORTILLA CHIPS, 12LBS, BULK, LA TAPATIA #77023 OR EQUAL							
38	2,800	CS	VEGAN CHIK'N NUGGETS, 212CT/.75 OZ/CS, FROZEN, MORNING STAR FARMS #2898997762 OR EQUAL							
39	4,000	CS	WELCH'S 100% JUICE SLUSH 50/4 OZ/CS, WHITE GRAPE PEACH, COOL TROPICS #14503 OR EQUAL							
40	2,000	EA	YEAST, DRY, GRAN, INSTANT, 20/1#/CS, BAKEMARK #9765 OR EQUAL							
41	200	Bag	LS POULTRY GRAVY, COOK UP DRY MIX, MIDAS #A9485C25							
42	700	BAG	CHEDDAR SAUCE, 21.71 LBS , COOK UP DRY MIX, MIDAS #A9381830							
43	200	BAG	COUNTRY GRAVY, CU #87, 25.87 LBS, COOK UP DRY MIX, MIDAS #A8450C25							
44	200	BAG	ENCHILADA SAUCE, LESS SWEET #37, 25 LBS, COOK UP DRY MIX, MIDAS #A9356C25							
45	150	BAG	ALFREDO SAUCE, 33.45 LBS, COOK UP DRY MIX, MIDAS #A9341F20							