

# **CLOVIS UNIFIED SCHOOL DISTRICT**

**BID PACKAGE FOR BID NUMBER 2844**

**Campus Catering: Produce**

Eimear O'Farrell, Ed.D.  
District Superintendent

Clovis Unified School District  
1450 Herndon Avenue  
Clovis, California 93611  
(559) 327-9482

# CLOVIS UNIFIED SCHOOL DISTRICT

## BIDDING PACKAGE TABLE OF CONTENTS

### DESCRIPTION

Notice To Bidder

Instructions To Bidders

Bid Proposal Form

Cost Analysis Form(s) if applicable

Non-collusion Affidavit

Health Screening

Special Conditions

Delivery Address List

Delivery Schedule

Produce List

Document Check-Off List/Attachments

Sample Contract

Addenda

# CLOVIS UNIFIED SCHOOL DISTRICT

## NOTICE TO BIDDERS

The Board of Trustees of the Clovis Unified School District of Fresno County, California invites and will receive sealed proposals for **BID NO. 2844** for the award of **Campus Catering: Produce** on or before **2:00 pm**, on **April 19, 2021** in the Purchasing Department of Clovis Unified School District, 1450 Herndon Avenue, Clovis, California 93611-0599 after which time and place the bids will be opened and read in public.

**Bids must be accompanied by an original bidder's bond, cashier's check or certified check for TEN PERCENT (10%) of the amount of the bid but not to exceed \$25,000.00.** The bidders bond or certified check shall be made payable to the Clovis Unified School District and shall be given as a guarantee that the bidder will enter into a contract if awarded the work, and will be declared forfeited, paid to, or retained by the District as liquidated damages if the bidder refuses or neglects to enter into a contract on the terms of the accepted proposal within fourteen (14) calendar days after bidders notification of District's acceptance of the proposal. Bidders may not withdraw bids for a period of forty-five (45) days after the date set for opening of bids.

Bids shall be made on forms prepared by the Clovis Unified School District. Bid forms, specifications and further information may be obtained from Tami Garcia, Buyer I, in the Purchasing Department, phone (559) 327-9477.

The District reserves the right to accept or reject any or all proposals, or any combination of proposals, and to waive any irregularities or informalities which may be legally waived.

Published: Dates: (1) April 2, 2021 (2) April 9, 2021

CLOVIS UNIFIED SCHOOL DISTRICT

Michael Johnston  
Associate Superintendent of Administrative Services

## INSTRUCTIONS TO BIDDERS

Specifications and/or Drawings are available at:

CLOVIS UNIFIED SCHOOL DISTRICT  
Purchasing Department  
1450 Herndon Avenue  
Clovis, CA 93611  
ATTN: Tami Garcia  
Phone (559) 327-9477

### Bid Proposal:

No bid proposals shall receive consideration by the Clovis Unified School District for **Bid #2844** unless made in accordance with the following instructions:

1. Deadline For Receipt of Proposals. Bid proposals must be sealed and filed with the Purchasing Department located at 1450 Herndon Avenue, Clovis, CA 93611, on or before 2:00 p.m. on April 19, 2021. All bids must be received on or prior to that date and time, after which bids will be opened and read in public. The District suggests that bids be hand delivered in order to insure their timely receipt.
2. Requests for Information. Any questions relative to the bid should be directed to the District Superintendent or designee at the address specified for receipt of bid proposals.
3. Bid Proposal Forms. Bid proposals must be made on a form obtained from the District. All items on the form should be filled out. Numbers should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures.
4. Non-collusion Affidavit. Each bidder must return a fully executed non-collusion affidavit, as required by Public Contract Code section 7106, with the completed bid proposal. The non-collusion affidavit is included in this bidding package.
5. Clarification's. Questions regarding documents, discrepancies, omissions or doubt as to meanings will be clarified by the District Superintendent or designee.
6. Execution of Forms. Each bid must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The

name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid.

**7. Bid Security. Bid Proposals must be accompanied with a certified cashier's check, or original bidder's bond for an amount not less than ten percent (10%) of the amount of the base bid but not to exceed \$25,000.00.** The cashier's check or bid bond shall be made payable to the order of the Clovis Unified School District. If the bid bond accompanies the proposal, the bond shall be secured by a surety company satisfactory to the District. Failure to provide bid security or bid security in the proper amount, may result in rejection of the bid.

**8. Withdrawal of Bid Proposals.** Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of Forty Five (45) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to Public Contract Code Section 5100 et. seq.

**9. Addenda or Bulletins.** Any addenda or bulletins issued during the time of bidding shall form a part of the drawings and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.

**10. Award of Contract.** The District reserves the right to reject any and all bid proposals, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the District may require. The District reserves the right to award this bid by line item or in total which ever may be in the best interest of the District.

**11. Rejection of Bids.** The District reserves the right to accept or reject any and all bids, or any portion or combination thereof, or award on the basis of the total bid.

**12. Execution of Contract.** The successful bidder shall, within fourteen (14) calendar days of notice of award of the contract, sign and deliver to the District the executed contract. In the event the bidder to whom an award is made fails or refuses to execute the contract within fourteen (14) calendar days from the date of receiving notification that the contract has been awarded to the bidder, the District may declare the bidder's bid deposit or

bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the work to the next lowest responsible bidder, or may reject all bids and call for new bids.

13. Drawings and Specifications. Each bidder shall be required to return to the District all drawings and specifications in an un mutilated condition and without any marks or annotations. All drawings, specifications and other documents used or prepared during the project shall be the exclusive property of the District.

14. Evidence of Responsibility. Upon the request of the District, a bidder shall submit promptly to the District sources, the bidder's experience in the type of work being required by the District, the bidder's organization available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

15. Taxes. Taxes shall NOT be included in the unit prices of the materials, but may be provided as part of the Cost Analysis. The District will pay only the State sales and use taxes. Federal excise taxes are not applicable to school districts.

16. Bid Exception. 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 Board of Trustees, 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 telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of the bids.

17. Discounts. Any discount which the bidder desires to provide the District must be stated clearly on the bid form itself so that the District can calculate properly the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible bidder.

18. Prices. Bidders must quote prices F.O.B. Clovis Unified School District unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately.

19. Quantities. The quantities shown are approximate. The District reserves the right to increase or decrease quantities as desired.

20. Samples. On request, samples of the products being bid shall be furnished to the District at no charge.

21. Special Brand Names. In describing any item, the identification of a particular manufacturer or special brand does not restrict bidding to that manufacturer or special brand, but is intended only to indicate the quality and type of item desired. Bidders may furnish any material, product, thing or service of comparable quality or utility. **IF A BIDDER IS REQUESTING SUBSTITUTION OF AN EQUAL ITEM, THE BIDDER MUST CLEARLY INDICATE THE SUBSTITUTION ON THE BID PROPOSAL FORM. THE MAKE AND GRADE OF THE ARTICLE ON WHICH A BID IS SUBMITTED MUST BE STATED IN THE PROPOSAL AND ILLUSTRATIONS, CATALOG AND ALL NECESSARY INFORMATION SUBMITTED SO THAT THE DISTRICT CAN MAKE A COMPLETE EVALUATION OF THE QUALITY AND UTILITY OF THE SUBSTITUTE BRAND BID.** The District encourages alternate brands to be bid. The District reserves the right to make all decisions on product and vendor selection in determining whether a substitute brand is of comparable quality or utility to the brand name specified.

22. Container Costs and Delivery. All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed to insure safe transportation to point of delivery.

23. Bid Negotiations. A bid response to any specific item of this bid with terms such as negotiable, will negotiate or similar, will be considered as non-compliance with that specific term.

24. Indemnity. The bidder must hold harmless and fully indemnify the District, its Board of Trustees, officers, employees and agents from all damages or claims for damages, costs or expenses that may at any time arise out of the bidder's performance of, or failure to perform acts, required by the contract documents, including but not limited to infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

25. 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 proposal shall conform to all applicable requirements of local, state and federal law.

26. Substitute Security. In accordance with Section 4590 of the Government Code, the District will permit the substitution of securities for any moneys withheld by the District to insure performance under the contract. At the request and expense of the bidder, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as an escrow agent, who shall pay such moneys to the bidder upon satisfactory completion of the contract. Securities eligible for investment under this Section shall include those listed in Government Code Section 16430 or bank and savings and loan certificates of deposit. The bidder shall be the beneficial

owner of any securities substituted for moneys withheld and shall receive any interest thereon.

27. If the bidder defaults, the District may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bond, if any, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

28. Governing Law and Venue. In the event of litigation, the bid documents, specifications and related matter shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Fresno County.

29. Delivery Deadline. The equipment/materials sought by this bid proposal must be delivered in satisfactory condition to the location specified by the District in the bid proposal on or before delivery time as indicated by vendor. This time limit is of the essence of the contract. A bidder's failure to provide the equipment/materials to the District by the contract date shall subject the bidder to liquidated damages in the amount of \$200.00 for each and every calendar day by which completion is delayed beyond the contract date.

30. Internet Access. It is the responsibility of all potential bidders who gain access to bid specifications through the internet, to contact the District with the Company name, address, telephone and fax number. This will ensure notification of any bid specification changes through addendum.

Submission of a bid proposal constitutes the bidder's promise to pay liquidated damages as set forth above and the bidders agreement that the actual occurrence of damages and the actual amount of damages which the

District would suffer if the requirements were not completed by the contract date is impracticable and extremely difficult to fix. Damages which the District would suffer in the event of delay are dependent on many circumstances and factors but would include the loss of use of the materials, disruption of school activities, cost of administration and supervision, and the loss suffered by the public and the District by reason of delay in completion of the contract. Accordingly, bidder agrees that the amount set forth herein as liquidated damages shall be presumed to be the amount of damages actually sustained by the bidder's failure to complete the project by the contract date.

If the bidder becomes liable to the District for liquidated damages, the District shall, in addition to all other remedies provided by law, have the right to deduct the amount of liquidated damages owed from the contract sum or to deduct the amount of liquidated damages owed by the bidder from moneys previously retained from the bidder. If the sum deducted by the District is insufficient to



discharge the bidder's liability for liquidated damages, the bidder and its sureties shall remain liable to the District until all such liabilities are fully satisfied.

31. Participation. Bidder agrees to extend the terms of the resulting contract to other political subdivisions, municipalities and tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to the bidder, and be liable directly to the bidder, holding Clovis Unified School District harmless.

The successful bidder will invoice each Agency separately. Invoices must show each Agency's purchase order number, and be mailed as directed by each separate Agency.

32. FUEL CONSIDERATIONS. The District shall consider requests for contract rate changes in cases where fuel costs are tracked to change dramatically. Any requests for rate changes shall be made in writing to the District and will not be unreasonably withheld. Requests to be submitted a minimum of thirty (30) days, prior to rate change date request. Similarly, requests by the District to decrease rates, based on reductions in fuel costs, shall not be unreasonably withheld.

However, the District will not consider a blanket increase of the entire rate (cost per lane-mile) being charged. Increases will only be considered against the portion of the rate that can be attributed to fuel costs. Therefore, bidders are directed to indicate the percentage of their rate that covers the fuel cost for this service and note this on the Bid Item Schedule. This can be expressed in dollars or a percentage of the rate. This information will only be used in instances where rate changes are requested by either the Contractor or the District.

CLOVIS UNIFIED SCHOOL DISTRICT  
BID PROPOSAL FORM

Board of Trustees  
CLOVIS UNIFIED SCHOOL DISTRICT  
1450 Herndon Avenue  
Clovis, California 93611

RE: **Bid 2844 – Campus Catering: Produce**

Dear Members of The Board of Trustees:

The undersigned, doing business under the firm name of \_\_\_\_\_

\_\_\_\_\_, having carefully examined the Notice to Bidders, the Instructions to Bidders, the Contract, the Specifications and all of the contract documents for the proposed Produce proposes to perform the contract, including all of its component parts, and to furnish all materials and labor called for by them for the entire order, including all taxes as follows:

**AMOUNT OF BID** \$ \_\_\_\_\_

\_\_\_\_\_ **Dollars and** \_\_\_\_\_ **/100**

Delivery will be made within 5 calendar days after receipt of order.

Prices will remain firm until June 30, 2022.

SUBMITTED BY:

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY/STATE/ZIP

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PLEASE TYPE OR PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
FAX

\_\_\_\_\_  
EMAIL

CLOVIS UNIFIED SCHOOL DISTRICT  
NON-COLLUSION DECLARATION

**BID 2844**

**Campus Catering: Produce**

State of California )

) ss.

County Of Fresno )

I, \_\_\_\_\_, being duly sworn, declare that I am \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ California.

\_\_\_\_\_  
Signature

## Health Screening

Contractor shall require each service provider who provides services to Clovis Unified School District to conduct screening and/or testing for symptoms of COVID-19.

Such screening or testing, at a minimum, shall:

- (1) be conducted at least daily and before a service provider renders services to the District; and
- (2) comply with requirements or recommendations by federal, state, and/or local health officials that are in effect at the time the service provider is providing services to the District.
- (3) The screening may be in the form of the COVID-19 Service Provider Screening Tool included in this packet, which the District may modify to reflect developing requirements or recommendations from federal, state, and/or local health officials. If any service provider tests positive on any indicators of the self-screening tool, he/she must contact the contractor's assigner and remove himself/herself from service until he/she has no positive indicators on the self-screening or he/she has tested negative for COVID-19. It is the responsibility of the contractor's assigner to replace that service provider with a new service provider, who has no positive indicators on the self-screening tool or has tested negative for COVID-19. Contractor shall also require each service provider who provides services to the District to wear face coverings and/or other personal protective equipment as required or recommended by federal, state, and/or local health officials. In the event that the requirements or recommendations of federal, state, and local health official's conflict, contractor shall require each service provider to comply with the requirement/recommendation that is stricter. Contractor shall not allow any service provider who has tested positive for COVID-19, has symptoms of COVID19, or has any positive indicators on the self-screening tool to provide services for the District
- (4) If service provider has no fever or respiratory symptoms, they can provide service AFTER washing their hands and need to follow social distancing as appropriate for service being provided
- (5) Masking with cloth mask and physical distancing (6 feet apart) is required when providing service in district, especially when around district students and staff.

**FORM WITH BID RESPONSE  
COVID-19 SERVICE PROVIDER SCREEN TOOL**

All contractor service providers are required to “self certify” by answering the questions below prior to entering their assigned Clovis Unified School District service location and coming into contact with students and staff.

1. Feeling fever/chills, body aches, headache, repeated shaking/tremors, fatigue, nausea, vomiting, or diarrhea?	YES or NO	If yes → go home
2. New or worsening respiratory symptoms? (Shortness of breath, cough, congestion/runny nose, sore throat, or new loss of taste or smell)	YES or NO	If yes → go home
3. Has anyone in your household been confirmed or have you had close contact with anyone diagnosed with COVID-19 in the past 14 days?	YES or NO	If yes → go home
If you answer "yes" to any of the questions, you <u>must</u> report possible COVID symptoms to your supervisor to comply with Health Department contact tracing. Please stay home or go home and follow the isolation guidelines.		
If you answered YES with symptoms: Isolation until the following requirements have been met: <ul style="list-style-type: none"> <li>a. 10 days since symptoms first appeared <u>and</u></li> <li>b. 24 hours (1 day) with no fever (without the use of fever-reducing medicine) <u>and</u></li> <li>c. other symptoms have improved</li> </ul> If you test negative, you may return sooner when symptom free for 24 hours (1day) with no fever (without the use of fever-reducing medicine).		

Answered YES to BOTH Questions 1 AND 2:  
Service Provider needs to stay home and self-isolate until he/she is asymptomatic for three (3) days without the use of any medications, and it has been at least 7 days since the first day of their symptoms. Service provider MUST ensure coverage of District contracted service event.

Answered YES to ONLY Question 2: If symptoms are secondary to underlying disease (such as allergies or asthma) and not worsened compared to baseline, then service provider can report to district location. If symptoms in Question 2 are NEW, service provider needs to follow the same instructions as noted if both Questions 1 AND 2 are YES. Service provider MUST ensure coverage of District contracted service event.

**Contractor to acknowledge screening requirements noted above and return this form with bid response.**

I acknowledge health screening requirements and the mandate to meet all stated screen requirement as terms and conditions of providing services to the District.

\_\_\_\_\_  
Name of Contractor  
By: \_\_\_\_\_ Date: \_\_\_\_\_

**SPECIAL CONDITIONS**  
**BID #2844**  
**CAMPUS CATERING: PRODUCE**

1. It is the intent of the District to award this bid, **in total**. However, the District reserves the right to exclude individual items from award of bid. In accordance with Section 17596 of the Education Code of the State of California, the successful bidder shall be awarded a contract effective July 1, 2021 and run through June 30, 2022. The District may, according to the State of California Education Code, option to extend the contract beyond the original contract period in one (1) year increments for up to two (2) years for a total of three years. The rates shall be subject to adjustment once each year commencing with the beginning of the second year in the contract. The successful bidder must notify the District in writing of any price changes sixty (60) days prior to the contract anniversary date. The District may require justification for price increase (i.e. increased cost). The District reserves the right to reject said price changes and cancel the remaining balance of the contract, if it is in the best interest of the District.

2. Each of the elementary sites listed on the Delivery Schedule is to receive once a week delivery. Intermediate and High Schools will receive delivery once or twice a week as well. Refer to Delivery Schedule for list of Elementary, Intermediate and High schools. ALL deliveries will be made by 10:00 am Mondays unless there is a holiday or an in-service day. Deliveries may need to be made other than scheduled because of special events. Special Events deliveries are also to be made by 10:00 am.

3. Produce orders for Monday deliveries will be emailed to the successful bidder(s) by 3:30 pm on Wednesdays.

4. The District guarantees no minimum orders.

5. Quality:

- a. Direct access to licensed state and federal broker - not to a sales representative.

- b. All products will meet state and federal standards.
- c. All food goods must be 100% guaranteed. Any produce that is not to satisfaction must be replaced **the same day** of notification.
- d. All produce, dairy, & frozen products must be fresh and refrigerated before delivery to sites.
- e. All produce, dairy, & frozen products must be delivered in refrigerated trucks.
- f. Opened bags, containers, partial cases and full cases will be returned for full credit if determined to be spoiled or inferior by site supervisor.

6. Procedures:

- a. Companies must bid on each item separately.
- b. **Brand, grade and unit price must be listed on the bid form.**
- c. Quotes for each item must include the packing, delivery, drayage, freight, etc. NO separate charge will be accepted.

7. The Clovis Unified School District reserves the right to inspect the facilities of the bidder prior to award of contract and if representatives of the school district determine after such inspection that the bidder is not capable of performance satisfactory to the school district their bid will not be considered.

8. The District reserves the right to add or delete items from the list of products at any time during the period of the contract. Quantities may change depending on District needs.

9. The District reserves the right to make additions or deletions from the list of schools to be served at any time during the period of the contract.

10. The successful bidder shall render invoices in duplicate for products delivered. One copy shall remain at the point of delivery to be signed by authorized personnel receiving the merchandise. One copy shall be forwarded to Clovis Unified School District, 310 N. Sunnyside, Clovis, CA 93611, Attention: Campus Catering/Accounting. Invoices shall be submitted in a form acceptable to the District under the same firm name as shown on the contract.

11. The District reserves the right to cancel immediately any awarded contract for any reason determined by the school district to be detrimental to the health and welfare of students and school personnel or that seriously affect the quality of the service. The District holds the right to hold the vendor in default if he has caused such conditions to arise.

12. The successful bidder shall insure his employees use extreme caution in the operation of any vehicles on school grounds. The successful bidder shall maintain insurance adequate to protect him from claims under Workman's Compensation Acts and from claims from damages for personal injury including death, and damage to property which may arise from operations. **Copies of Worker's Compensation Insurance and Property Damage Insurance shall be provided to the District prior to July 1, 2021.** Public Liability Insurance in the amount of not less than \$2,000,000.00 for one person injured in an accident, and not less than \$2,000,000.00 for more than one person injured in one accident and the maintenance of Property Damage Insurance in an amount not less than \$2,000,000.00.

The Certificate of Insurance must state that "It is hereby agreed that Clovis Unified School District, its Employees, Board Members and Officers are hereby named as Additional Insured, but only insofar as operations performed for the additional insured by the named insured subject to form:" CG2010 (attach) RE: (job name).

13. All product prices must be shown as one price (net) and will be reflected as such on all invoices submitted for payment.

14. **If quoting a different "Unit Size" you must indicate on the bid matrix the "Unit Size" you are bidding.**



Bid #2844  
Campus Catering: Produce  
Delivery Sites

Boris Elementary  
7071 E. Clinton, Fresno

Fancher Creek Elementary  
5948 E. Tulare, Fresno

Miramonte Elementary  
1590 Bellaire, Clovis

Pinedale Elementary  
7171 N. Sugar Pine, Pinedale

Sierra Vista Elementary  
510 Barstow, Clovis

Tarpey Elementary  
2700 Minnewawa, Clovis

Temperance-Kutner Elementary  
1448 N. Armstrong, Fresno

Weldon Elementary  
150 DeWitt, Clovis

Alta Sierra Intermediate  
380 W. Teague, Clovis

Clark Intermediate  
902 5<sup>th</sup> Street, Clovis

Kastner Intermediate  
7676 N. First, Fresno

Reyburn Intermediate  
4300 N. DeWolf, Clovis

Buchanan High School  
1560 N. Minnewawa, Clovis

Clovis East High School  
4343 N. Leonard, Clovis

Clovis High School  
1055 Fowler, Clovis

Clovis North High School  
2770 E. International, Fresno

Clovis West High School  
1070 E. Teague, Clovis

**Delivery Schedule for Produce**  
**Bid #2844**

<b><u>Site</u></b>	<b><u># of Del./Wk.</u></b>	<b><u>Delivery Days</u></b>
Boris Elementary	1	Mondays
Fancher Creek Elementary	1	Mondays
Miramonte Elementary	1	Mondays
Pinedale Elementary	1	Mondays
Sierra Vista Elementary	1	Mondays
Tarpey Elementary	1	Mondays
Temperance-Kutner Elementary	1	Mondays
Weldon Elementary	1	Mondays
Alta Sierra Intermediate	1	Mondays
Clark Intermediate	1	Mondays
Kastner Intermediate	1	Mondays
Reyburn Intermediate	1	Mondays
Buchanan High School	1	Mondays
Clovis East High School	1	Mondays
Clovis High School	1	Mondays
Clovis North High School	1	Mondays
Clovis West High School	1	Mondays

Deliveries are to be made between the hours of 7:00 am to 10:00 am, except for holidays and vacations. Deliveries may need to be made other than scheduled because of special events. Special Events deliveries are also to be made by 10:00 am.

\*Clovis Unified is on a traditional nine (9) month school year.

PRODUCE BID

Item	Item Description	Unit Size	Annual Usage	Unit Price	Extended Cost	Brand/Comments	US Dom. Y/N
1	Apples, Gala, 150 ct	cs	500		\$ -	3/4 cup size	
2	Apples, Granny Smith 198 ct	cs	750		\$ -	Must equal 1/2 cup	
3	Apples, Pink Lady, 175 ct	cs	750		\$ -	Must equal 1/2 cup	
4	Apples, Slices IW, 2oz	cs	300		\$ -	14 day shelf life	
5	Bananas	cs	90		\$ -	3/4 cup size	
6	Bananas, Petite	cs	500		\$ -	Must equal 1/2 cup	
7	Broccoli, IW	cs	1000		\$ -	Must equal 1/2 cup	
8	Cabbage, Shredded, 5#	bag	300		\$ -		
9	Carrots, Baby 100/2.5 oz IW	cs	2500		\$ -	Must equal 1/2 cup	
10	Carrots, Matchstick, Shredded	cs	2000		\$ -	1/5lb	
11	Cilantro	ea	30		\$ -		
12	Cucumbers	cs	50		\$ -		
13	Grapes, IW	cs	500		\$ -	Must equal 1/2 cup	
14	Lettuce, Green Leaf Singles	cs	3500		\$ -		
15	Lettuce, Shredded 5#	lb	2934		\$ -		
16	Mandarins, 3 oz, 100 ct	cs	500		\$ -	Must equal 1/2 cup	
17	Nectarines, Fresh	cs	150		\$ -	Must equal 1/2 cup	
18	Onion, Green (bundle)	ea	45		\$ -		
19	Onion, Red, Julienne 5#	bag	50		\$ -		
20	Onion, Yellow, Julienne 5#	bag	50		\$ -		
21	Peaches, Fresh	cs	150		\$ -	Must equal 1/2 cup	
22	Pears, Fresh, 138 ct	cs	250		\$ -	Must equal 1/2 cup	
23	Peppers, Green, Julienne 5#	bag	50		\$ -		
24	Peppers, Red, Julienne 5#	bag	50		\$ -		
25	Peppers, Yellow, Julienne 5#	bag	50		\$ -		
26	Potato, Bakers, Russett, 100ct	cs	18		\$ -		
27	Salad Confetti 5#	cs	750		\$ -		
28	Tomato, 6/6 USA	lb	720		\$ -		
29	Tomato, Cherry or Grape pint	pt	594		\$ -		
30	Tomato, Red, Sliced 1/8", 5#	cs	400		\$ -		
31	Watermelon, Seasonal	ea	130		\$ -		
				\$ -	\$ -		

## Document Check-Off Sheet

- Vendor Questionnaire
- Bid Form and/or Cost Analysis Page
- Equal Opportunity Employment
- Certificate And Disclosure Statements (This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000)
- Certification Regarding Lobbying (Required annually for any new contracts or extensions of contracts that could exceed \$100,000. Required to receive one from every existing or potential contractor to be considered for Proposal)
- Suspension and Debarment (Required annually for any new contracts or extensions of contracts that could exceed \$100,000. Required to receive one from every existing or potential contractor to be considered for Proposal)
- Iran Contracting Act Certification
- Contractor's Certification – Regarding Drug Free Workplace
- Contractor's Certification – Alcoholic Beverages and Tobacco Free Workplace
- Contractor's Certification – Worker Compensation
- Clean Air and Water Certification
- Certification for "Buy American" provision – to be completed for all line items
- Nutritional Requirements

**Please COMPLETE, SIGN & RETURN the above items with your sealed proposal. Failure to return any of the above items completed and signed with the original sealed proposal may qualify your proposal as non-responsive and be rejected.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

## SPECIAL INSTRUCTIONS GROCERY PRODUCTS AND RELATED ITEMS

### **Inspection of Facilities – Evaluation**

The District reserves the right to inspect the facilities of the Proposer prior to award of the contract. The District may request to review the Proposer's current Hazard Analysis Critical Control Points (HACCP) food safety system for their facility in order to insure optimum storage and distribution practices. If the District determines that after such inspection that the Proposer is not capable of performance within the District's standards, their proposal will not be considered. The findings and decisions of the District shall be final.

### **Food Defense**

Proposer's distribution facility must be registered with the Food and Drug Administration and meet the requirements of the Food Safety Modernization Act (FSMA) For further information visit the FDA's official site at <http://www.fda.gov/Food/GuidanceRegulation/FSMA/default.htm>. Failure to register prior to the close of the proposal may result in the Proposer's disqualification for contract award.

### **Safety and Sanitation**

Food Services staff will only receive product that meets all food safety and sanitation requirements, therefore Food Services staff may at any time:

- Inspect delivery trucks for any signs of contamination.
- Check all expiration and best if used by dates.
- Use thermometers to check temperatures.
- Accept product only at acceptable temperatures.
- Reject unacceptable items.

### **Product Recalls**

If a product recall is instituted on an item that has been furnished and delivered to participating school districts, Vendor must immediately notify the school districts Food Services/Nutrition Departments with all pertinent information regarding the recall.

### **Buy American Provision**

Federal regulations require that to the maximum extent possible, only domestic products are to be purchased consistent with the "Buy American" provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act. Manufactured end products must be manufactured in the United States AND the cost of domestic components must exceed 50 percent of the cost of all the components. Nutrition labels should include the country of origin for imported food products.

The Co-op requires that suppliers certify the percentage of U.S. content in products supplied to us. Proposer is required to certify all domestic product to have at least 51% of its agricultural food components, by weight or volume, from the U.S. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase.

The District reserve the right to purchase non-domestic grown or manufactured food products if the cost of the U.S. produced item, that contains (51%) or more domestically grown commodities, is ten-percent (10%) or more in price than the non-domestic product.

Upon offer to award line item, Vendor will be required to provide certification of the food products. The Vendor will use the following language when certifying food products;

**I certify that the following item(s) \_\_\_ are produced and processed in the United States and contains over 51% of its agricultural food components, by weight or volume, from the United States.**

## **DETERMINATION OF APPLICABILITY OF EMPLOYEE FINGERPRINT REQUIREMENTS OF CONTRACTORS AND INDEPENDENT CONTRACT CONSULTANTS**

### **Background**

Pursuant to Education Code Section 45125.1, it is necessary to RUSD to determine whether a contractor of independent contract consultant must have its employees fingerprinted and screened for criminal records.

### **There are two bases for exemption:**

#### **1. Emergency Contacts – Exempt**

Subsection (b) states that Section 45125.1 shall not apply to a contractor or independent contract consultant providing services to RUSD in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repair are needed to make school facilities safe and habitable.

#### **2. Limited Pupil Contact – Exempt**

Subsection (c) states that Section 45125.1 shall not apply when RUSD determines that the employees of the entity or the independent contract consultant will have limited contact with pupils.

In determining whether a contract employee or independent contract consultant has limited contact with pupils, the site, program, or project manager shall consider the totality of the circumstances, including factors such as the length of time the contractor or independent contract consultant will be on school grounds, whether pupils in the proximity of the site the contractor/independent contract consultant will be working, and whether the contractor's employees/independent contract consultant will be working by themselves or with others.

In all cases, the site, program, project administrator SHALL take appropriate steps to protect the safety of any pupils that may come in contact with these individuals.

The District has made an initial determination that the infrequent delivery requirements of short duration to meet the terms of this contract are such that supplier access to pupils will be limited and unnecessary. Accordingly, employee fingerprinting and background check for criminal records will be at the discretion of the supplies unless and until such time as an incident involving supplier employee(s) making deliveries to the RUSD sites have been cleared by the California Department of Justice regarding background check.

By accepting the award of this bid, the successful supplier agrees to the terms outlined herein and will take such action as is necessary to insure the supplier employee(s) have no direct contact with students at the delivery sites. Failure to comply with this requirement will be satisfactory cause for cancellation of the contract.

### **Excuse for Nonperformance – Force Majeure Clause**

The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the party not performing.

### **Prevailing Law**

In the event of any conflict or ambiguity between a) the Instructions to Bidders, General Conditions, Specifications, Agreement, or any other document forming a part of this invitation for bids, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law

### **Energy Policy and Conservation Act**

Vendor will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.

### **Clean Air Act**

Section 306 of Clean Air Act (42 U.S.C. 1847[h]):

<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>

- Section 508 of the Clean Water Act (33 U.S.C. 1368):  
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>
- Executive Order 11738: <http://www.epa.gov/isdc/eo11738.htm>
- Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. ([http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl)). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPA's List of Violating Facilities

### **Debarment Certification**

The USDA Certification Regarding Debarment must accompany this proposal and each subsequent additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

### **Lobbying**

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 CFR Part 3018) must accompany this proposal and each additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

**Energy Policy and Conservation Act:** <http://legcounsel.house.gov/Comps/EPCA.pdf>.

the VENDOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **Contract Work Hours and Safety Standards Act Compliance:**

<http://www.dol.gov/compliance/laws/comp-cwhssa.htm>. In performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act

### **The Certification Regarding the Iran Contracting Act**

**The Contractors Certification** – Regarding Drug Free Workplace must accompany this proposal.

**The Contractors Certification** – Alcoholic Beverages and Tobacco Free Workplace must accompany this proposal

**The Contractors Certification – Worker Compensation must accompany this proposal**

**Clean Air and Water Certification**

**Certification “Buy American” provision**

**Nutritional Requirements**

**End of Special Instructions**



## VENDOR QUESTIONNAIRE

Please complete this qualifying criteria questionnaire and submit with your proposal (may attach additional sheets if necessary)

**1. How do you plan to work with the District to set up a delivery schedule?**

**2. How many deliveries per week will you provide?**

**3. Do you have minimums for deliveries? Please Circle YES or NO**

If YES please state your minimum delivery amounts (dollar amount, case quantity, etc.)

**4. How many delivery trucks do you have? How many with lift gates?**

**5. What is your procedure for notifying customers of shortages and /or substitutions?**

**6. What is your procedure for notifying customers of a product recall?**

**VENDOR QUESTIONNAIRE – Page 2**

**7. What procedures do have in place to fill emergency orders?**

**8. How many years has your company been in the food service distribution business?**

**9. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last 18 months? If so, please explain.**

**10. Has your firm been replaced at the will of any district(s) during the last 18 months for a lack of execution? If so, please explain.**

**End of Vendor Questionnaire**

EQUAL OPPORTUNITY EMPLOYMENT

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors

**This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

CERTIFICATE

I/We hereby certify that the \_\_\_\_\_

\_\_\_\_\_  
(Company)

is an equal opportunity employer as defined in the Equal Opportunity Act

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

## CERTIFICATION REGARDING LOBBYING

**INSTRUCTIONS:** To be completed and submitted ANNUALLY by 1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and 2) potential or existing contractors/vendors as part of an original proposal, contract renewal or extension when the contract exceeds \$100,000.

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts  
Exceeding \$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000: Clovis Unified School District		Agreement Number:
Address of School Food Authority: 1450 Herndon avenue, Clovis, CA 93612		
Printed Name and Title of Submitting Official: Robert Schram, Director of Campus Catering	Signature:	Date:
OR		
Name of Food Service Management or Food Service Consulting Company: (Vendor)		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:	Agreement Number:	

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> Proposal/offer/application <input type="checkbox"/> Initial award <input type="checkbox"/> Post-award	<b>Report Type:</b> <input type="checkbox"/> Initial filing <input type="checkbox"/> Material change  <b>FOR MATERIAL CHANGE ONLY:</b> Year: _____ Quarter: _____
<b>3. Name and Address of Reporting Entity:</b> Prime _____ Subawardee _____ Tier _____, if known Congressional District, if known: _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known: \$</b>	
<b>10. a Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b>	<b>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>	
(attach Continuation Sheet(s) if necessary)		
<b>11. Amount of Payment (check all that apply):</b> \$ _____ actual planned	<b>1. Type of Payment (check all that apply):</b>  <input type="checkbox"/> Retainer <input type="checkbox"/> One-time fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other; specify: _____	
<b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> Cash <input type="checkbox"/> In-kind; specify: _____ <input type="checkbox"/> Nature _____ <input type="checkbox"/> Value _____		
<b>14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:</b> (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</b>		
<b>16. 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</b>	<b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No: ( _____ ) _____</b>	

penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Date: _____
<b>Federal Use Only:</b>	<b>Authorized for local reproduction Standard Form - LLL</b>

### 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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections 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 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 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 (No. 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 No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Proposal (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 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 No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, 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, D.C. 20503

**SUSPENSION AND DEBARMENT CERTIFICATION  
U.S. DEPARTMENT OF AGRICULTURE**

**INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year. (Includes Food Service Management and Food Service Consulting Contracts.)**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name of School Food Authority

\_\_\_\_\_  
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**IRAN CONTRACTING ACT  
 CERTIFICATION OF ELIGILITY TO PROPOSAL FOR CONTRACTS OF \$ 1 MILLION OR MORE  
 (Public Contract Code sections 2202-2208)**

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a proposal or proposal 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 proposal 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. A state agency shall submit the certification information to the Department of General Services.

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

**OPTION #1 - CERTIFICATION**

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

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

**OPTION #2 – EXEMPTION**

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

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

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

**CONTRACTOR'S CERTIFICATE  
REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful Proposers pursuant to the requirements mandated by Government Code sections 8350 et. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- 1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- 2) Establishing a drug-free awareness program to inform employees about all of the following:
  - a) The dangers of drug abuse in the workplace;
  - b) The person's or organization's policy of maintaining a drug-free workplace;
  - c) The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - d) The penalties that may be imposed upon employees for drug abuse violations;
- 3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of sections 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

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

**CONTRACTOR'S CERTIFICATE REGARDING  
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all time

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

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

# Contractor's Certificate Regarding Worker's Compensation

(To be Executed by Vendor and Submitted with Proposal)

Labor Code section 3700 in relevant part 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, 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 employees.

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Type Name of Above

\_\_\_\_\_  
Title of Authorized Representative

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

## Clean Air and Water Certification

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt.

\_\_\_\_\_  
Name of Vendor Company

**THE VENDOR AGREES AS FOLLOWS:**

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

**THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:**

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date







# Nutritional Requirements

All food products must conform to current California law. These provisions are found in California Senate Bill 80 (2007 – Committee on Budget and Fiscal Review) and Senate Bill 132 (2007 – Committee on Education). This law is summarized as follows:

Food products must not contain artificial trans-fat. A food item contains artificial trans-fat if it contains vegetable shortening, margarine, or any kind of hydrogenated or partially hydrogenated vegetable oil, unless the manufacturer's documentation or the label required on the food, pursuant to applicable federal and state law, lists the trans-fat content as less than 0.5 gram per serving.

Food items that have been deep fried, par fried, or flash fried in oil or fat as part of the manufacturing process must have been processed using a permitted oil. Oils permitted by this provision include, but are not limited to, canola, safflower, sunflower, corn, olive, soybean, peanut, or a blend of these oils, typically liquid at room temperature. Oils and fats prohibited by this paragraph include, but are not limited to, palm, coconut, palm kernel, lard, typically solid at room temperature.

I certify that all products contained on this bid meet the above nutritional requirements.

Names of Food Service or Vendor/Contractor		
Printed Name and Title:	Signature:	Date:

# CLOVIS UNIFIED SCHOOL DISTRICT

## SAMPLE CONTRACT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **Clovis Unified School District**, "District" and \_\_\_\_\_, "Seller" with respect to the following recitals:

1. District is a public school district organized and existing under the laws of the State of California.
2. Seller has received notice of an award pursuant to **Bid 2844** for the delivery of certain equipment, services, or other articles "Service".

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Description of Service. Seller agrees to deliver to school District's locations as specified in the bid specifications, the following:

**Bid #2844**  
**Campus Catering: Produce**

2. Time of Commencement and Completion. The Service shall be delivered in full per bid specifications.
3. Contracts. District agrees to pay Seller the sum specified in the bid price listing, following timely receipt of the Equipment/Supplies and submission of an invoice to District.
4. Liquidated Damages. Seller agrees to deliver the Service to District pursuant to the terms of this Contract by the Completion Date unless Seller receives a written extension of time for delivery from District. Seller's failure to deliver the Equipment on time shall subject Seller to liquidated damages. The actual occurrences of damages and the actual amount of damages which District will suffer if the Equipment is not delivered by the Completion Date is dependent upon many circumstances and conditions and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages occasioned by delay. Damages which District would suffer in the event of delay include loss of use of the Equipment, disruption of school activities, cost of administration and the loss suffered by the public by reason of delay. Accordingly, the parties agree that the amount herein set forth as liquidated damages shall be presumed to be the amount of damages actually sustained by Seller's failure to deliver the Equipment by the Completion Date.

The amount of liquidated damages to be paid by Seller to District for failure to deliver the Equipment on or before the Completion date will be Two Hundred Dollars and 00/100 (\$200.00) for each calendar day by which delivery is delayed beyond the Completion Date, such amount being the actual cash value agreed upon as the loss to the District resulting from the Seller's default.

If Seller becomes liable for liquidated damages, District, in addition to all other remedies provided by law, shall have the right to deduct the amount owed as liquidated damages from the contract sum due Seller. In all events, Seller and its sureties, if any, shall remain liable to the District until all such liabilities are satisfied in full.

5. Conformance to Contract Documents. Seller agrees that the Equipment to be furnished pursuant to this Contract shall conform to all of the requirements set forth in the bid documents, specifications and any other writings which formed a part of the materials upon which the Seller was awarded this Contract.

6. Indemnity. Seller 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 Seller's work under this Contract or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of Equipment supplied pursuant to this Contract.

7. Transportation Charges. Seller agrees to deliver all Equipment prepaid unless otherwise specified. All costs for delivery and packaging of Equipment are the responsibility of Seller unless otherwise stated.

8. Inspection. All Equipment furnished must be in conformity with the specifications and Contract documents and will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Seller any portion of the Equipment which may be defective or which fails to comply with the specifications in Contract documents.

9. Assignment of Contract. Seller agrees not to assign, transfer or convey any rights accruing under this Contract without the prior written consent of District.

10. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

Industrial Safety of the State of California, and Health & Safety code of the State of California.

11. Miscellaneous Provisions.

11.1 Governing Law and Venue. This Contract 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.

11.2 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.

11.3 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the District and Seller and their respective successors and assigns.

11.4 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.

11.5 Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Agreement. Seller, by the execution of this Agreement, acknowledges that Seller has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

TERMINATION. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement. The parties may terminate this Agreement without cause by giving 90 days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.

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

CLOVIS UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Vendor

BY \_\_\_\_\_  
Director of Purchasing

BY \_\_\_\_\_ TITLE \_\_\_\_\_

**CLOVIS UNIFIED SCHOOL DISTRICT**

**BID NO. 2844**

**Campus Catering: Produce**

**ADDENDA**

The undersigned acknowledges receipt of the following Addenda and the cost, if any, of such revisions has been included in the Lump Sum Grand Total of your bid.

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Name of Bidder \_\_\_\_\_