

CLOVIS UNIFIED SCHOOL DISTRICT

BID PACKAGE FOR BID NUMBER 2884

Campus Catering: Milk & Dairy

Eimear O'Brien Ed.D.
District Superintendent

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

CLOVIS UNIFIED SCHOOL DISTRICT

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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. 2884** for the award of **Campus Catering: Milk & Dairy** on or before **2:00 pm**, on **May 09, 2022** 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 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 14, 2022 (2) April 21, 2022

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: Tracy Ogle
Phone (559) 327-9482

Bid Proposal:

No bid proposals shall receive consideration by the Clovis Unified School District for **Bid #2884** 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 May 09, 2022. 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. Noncollusion Affidavit. Each bidder must return a fully executed noncollusion affidavit, as required by Public Contract Code section 7106, with the completed bid proposal. The noncollusion 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. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Drawings and Specifications. Each bidder shall be required to return to the District all drawings and specifications in an unmutilated 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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 93612

RE: **Bid 2884 – Campus Catering: Milk & Dairy**

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 Milk & Dairy 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, 2023**.

SUBMITTED BY:

COMPANY

ADDRESS

CITY/STATE/ZIP

SIGNATURE

PLEASE TYPE OR PRINT NAME

TITLE

DATE

PHONE

FAX

EMAIL

CLOVIS UNIFIED SCHOOL DISTRICT
NONCOLLUSION DECLARATION

BID 2884

Campus Catering: Milk & Dairy

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

Bid 2884

Campus Catering: Milk & Dairy

Special Conditions

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, 2022** and run through **June 30, 2023**. 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 four (4) years for a total of five (5) 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. Bid will be awarded to the lowest qualified bidder. Prices must be F.O.B. Clovis Unified, 7:00 am to 11:00 am, holidays and vacations excluded.
3. Deliveries to the locations must be made between the hours of 7:00 am to 11:00 am and 1:00 pm to 2:30 pm on multiple days of the week as listed on the delivery schedule unless there is a holiday or an in-service day. Deliveries may need to be made other than scheduled because of emergencies. Emergency deliveries are to be made within two hours of calling.
4. Quotes for each item must include the packing, delivery, drayage, freight costs etc. No separate charge will be accepted.
5. 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 of the school district, their bid not be considered. All purveyor plans must be federal or state inspected.

6. 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. Quantities are approximate and are based on anticipated annual usage.
7. The District reserves the right to make additions to or deletions from the list of schools to be served at any time during the period of the contract.
8. The contractor 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.
9. 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.
10. 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 that may arise from operations.
Copies of Worker's Compensation Insurance and Property Damage Insurance shall be provided to the District prior to July 1, 2022. Public Liability Insurance in the amount of not less than \$1,000,000.00 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 \$500,000.00.

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).

11. All product prices must be shown as one price (net) and will be reflected as such on all invoices submitted for payment. No reference to specials discounts, deductions or alternate pricing which in any way are associated

with State of California's Dry Milk Solids Surplus Contract, will be accepted on the base bid. Such discounts will be referenced as a separate item as identified herein. Vendors who incorporate said discounts as part of their base bid, will be rejected.

12. Upon approval and award of a contract, the District intends to enter into agreement with the awarded vendor and the State of California, Office of Surplus Property, for non-fat dry milk solids. Further, the District requests that firms submitting bids indicate the cost per ½ pint of products based on this program when completing the product list.
13. All milk and dairy products must meet with the specifications with the agricultural code of the State of California. They shall conform to minimum dairy foods specifications and definitions as shown in the Agricultural Code of Chapter 6, Article 1: Milk Section 560, Dairy Products Section 561. All products shall conform to the provisions set forth in the federal, state, county and city laws for their productions, handling, processing and labeling. Packages shall be so constructed as to insure safe transportation to point of delivery.
14. The successful bidder agrees to supply the named accepted product for the duration of this contract. No other brand name may be substituted or supplied without written authorization from the District.
15. Vanilla, chocolate and fruit flavorings are to comply in every respect to the specifications set forth by the US Food and Drug Act.
16. Only certified colorings shall be used which meet the requirements of the US Food and Drug Act.
17. Cartons must be coded at the time of filling to identify the permissible date of use.
18. All milk and dairy products shall be delivered in a chilled state, in clean well wrapped packaging.
19. The District reserves the right to approve acceptable cartons for delivery of items identified herein.
- 20. If Quoting a different "Unit Size" you must indicate on the bid matrix the "Unit Size" you are bidding.**

Bid #2884 Milk & Dairy Products
Food Item Specifications

Vendor Name: _____

Item	Estimated Annual Usage	Unit	Description		Unit Price	Extended Price	Brand Quoted
1	700,000	1/2 pt.	Milk, <u>Lo-Fat</u> , 1.2 pt. container (Carton only) . Grade A pasteurized, fresh fluid, homogenized, Vitamin D enriched, 1-% non-fat solids.	Gross Unit Price <u>Before</u> USDA Surplus Powder Discount		\$ -	
				Net Unit Price <u>After</u> USDA Surplus Powder Discount		\$ -	
2	2,500,000	each	Milk, Chocolate, <u>Non-Fat</u> , 1.2 pt. carton, Grade A pasteurized, fresh fluid, homogenized, Vitamin D enriched, real cocoa flavoring	Gross Unit Price <u>Before</u> USDA Surplus Powder Discount		\$ -	
				Net Unit Price <u>After</u> USDA Surplus Powder Discount		\$ -	
4	As needed	4 oz.	Juice, Apple 90 ct				
5	As needed	4 oz.	Juice, Orange 90 ct				
6	400	8 oz.	Pacific Soy Milk - Plain			\$ -	
7	As needed	LB	Sour Cream, imitation				
8	As needed	LB	Butter, Patties				

Item	Estimated Annual Usage	Unit	Description		Unit Price	Extended Price	Brand Quoted
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Total Estimated Annual Cost **Before** USDA Discount

\$

Total Estimated Annual Cost **After** USDA Discount

\$

Unless stated otherwise in the space provided below, the prices stated above shall be guaranteed and not adjusted for the period from **July 1, 2022 through June 30, 2023**.

Delivery Schedule Bid #2884 Milk & Dairy

<u>School Sites</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thur</u>	<u>Fri</u>
<i>Boris</i>	x		x		
<i>Fancher Creek</i>	x	x	x	x	
<i>Miramonte</i>	X		X		X
<i>Mt. View</i>	x		x	x	x
<i>Sierra Vista</i>	x	x	x	x	x
<i>Tarpey</i>	x	x		x	x
<i>T-K</i>	x	x	x	x	
<i>Weldon</i>	x	x	x	x	x
<i>Clark</i>	x	x	x	x	x
<i>Century</i>	x		x		x
<i>Cole</i>	X	x	x	x	x
<i>Cox</i>	x		x	x	x
<i>Kastner</i>	X	x	x	x	x
<i>Lincoln</i>	X		x	x	x
<i>Nelson</i>	x	x	x	x	x
<i>Pindale</i>	x	x	x	x	x
<i>Buchanan</i>	x	x		x	x
<i>Alta Sierra</i>	x		x		x
<i>Bud Rank</i>	x		x		x
<i>Dry Creek</i>	x	x		x	x
<i>Garfield</i>	x		x		x
<i>Gateway</i>	x		x		x
<i>Woods</i>	x		x		x
<i>Clovis High</i>	x	x	x	x	x
<i>CedarWood</i>	x	x		x	x
<i>Clovis Elem</i>	x	x	x	x	x
<i>Jefferson</i>	x	x	x		x
<i>Clovis East</i>	x	x		x	x
<i>Reyburn</i>	x	x		x	x
<i>Freedom</i>	x	x		x	x
<i>Gettysburg</i>	x		x		x
<i>Oraze</i>	x		x		x
<i>Red Bank</i>	x	x		x	x
<i>Reagan</i>	x	x		x	x
<i>Young</i>		x			x
<i>Clovis North</i>	x	x		x	x
<i>Copper Hills</i>	x	x		x	x
<i>Fugman</i>	x		x		x
<i>Maple Creek</i>	x	x		x	x
<i>Riverview</i>	x	x		x	x
<i>Clovis West</i>	x	x		x	x
<i>Ft Washington</i>	x	x		x	x
<i>Liberty</i>	x	x		x	x
<i>Valley Oak</i>	x	x		x	x

CUSD 2021-2022 SCHOOL and STAFF LISTING

SCHOOL, ADDRESS and ADMINISTRATOR	Area/Site Code	CLERICAL STAFF	PHONE and FAX NUMBERS	Sr. G.I.S. – Sr. Guid. Inst. Spec. G.I.S. – Guid. Learning Spec. Sr. R.T. – Sr. Resource Teacher
BORIS ELEMENTARY - 7071 E. Clinton, Fresno 93737 DEMETRA VINCENT-WALKER	CE/115	Leisa Bingham Tanisha Laret	327-3800 FAX 327-3890	Tammy Kent, T.S.A. Paula Vived, Sr. G.I.S.
BUD RANK ELEMENTARY - 3650 Powers Ave, Clovis 93619 RYAN GETTMAN	CN/120	Nicole Mulligan Kimberly Avila	327-4900 FAX 327-4990	Jessica Sanchez, Sr. G.I.S. Jason Le Fore, T.S. A
CEDARWOOD ELEMENTARY - 2851 Palo Alto Ave, Clovis 93611 MATTHEW LUCAS	CH/125	Kelley Edwards Julie Magsig	327-6000 FAX 327-6090	Beth Willson, Sr. G.I.S.
CENTURY ELEMENTARY - 965 N. Sunnyside, Clovis 93611 BRION WARREN	BH/126	Cindy Norman Debbie Taufer	327-8400 FAX 327-8490	Lisa Peterson, Sr. G.I.S.
CLOVIS COMMUNITY DAY ELEMENTARY 1715 David E. Cook Way, Clovis 93611 MONICA CASTILLO	ED SERV 428	Kathleen Cervantes Lilia Grealy	327-1980 FAX 327-1989	Casey Olson. G.I.S.
CLOVIS ELEMENTARY - 1100 Armstrong Ave, Clovis 93611 DONELLE KELLOM	CH/127	Laura Morton Alejandra Cuevas	327-6100 FAX 327-6190	Ashley Spenhoff, Sr. G.I.S. See Thao, Sr. R.T. Paula Vived, Sr. G.I.S.
COLE ELEMENTARY - 615 W. Stuart, Clovis 93612 MARSHALL HAMM	BH/135	Elizabeth Robinson Julie Steinkraus	327-6200 FAX 327-6290	Carrie Hail, Sr. G.I.S.
COPPER HILLS ELEMENTARY - 1881 E. Plymouth Way, Fresno 93720 TAMI GRAHAM	CN/140	Regina Barajas Nicole Brunnemann	327-6300 FAX 327-6390	Tim Douty, Sr. G.I.S.
DRY CREEK ELEMENTARY - 1273 N. Armstrong Ave, Clovis 93619 AARON COOK	BH/150	Kathy Dotson Trista Marquez	327-6500 FAX 327-6590	Rebecca Porcella, Sr. G.I.S.
FANCHER CREEK ELEMENTARY - 5948 E. Tulare St, Fresno 93727 ERIN PARKER	CE/155	Debby Bagdasarian Rhonda Davis Jessica Yrias	327-6700 FAX 327-6790	Ray Gamez, Sr. G.I.S. Melissa Goto, Sr. R.T.
FORT WASHINGTON ELEMENTARY - 960 E. Teague Ave, Fresno 93720 MELANIE HASHIMOTO	CW/160	Sheila Cobb Karen Nii	327-6600 FAX 327-6690	Lauren Nijkskens, Sr. G.I.S. Jason Le Fore, T.S.A.
FREEDOM ELEMENTARY - 2955 Gettysburg Ave, Clovis 93611 LAUREL GRAVES	CE/163	Karen Nelson Leslie White	327-4800 FAX 327-4890	Mandeep Rai, Sr. G.I.S.
FUGMAN ELEMENTARY - 10825 N. Cedar Ave, Fresno 93730 MICHAEL OLSON	CN/168	Lara Stinecipher Liz Davis	327-8700 FAX 327-8790	Stacie Oldham, Sr. G.I.S.
GARFIELD ELEMENTARY - 1315 N. Peach, Clovis 93619 JENNIFER BUMP	BH/170	Nancy Stenfels Linda Elia	327-6800 FAX 327-6890	Methinee Bozeman, Sr. G.I.S.
GETTYSBURG ELEMENTARY - 2100 Gettysburg Ave, Clovis 93611 DAVID CASTRO	CH/175	Shannon Raikup Michelle Schilling	327-6900 FAX 327-6990	Diana Copeland, Sr. G.I.S./R.T.
JEFFERSON ELEMENTARY - 1880 Fowler Ave, Clovis 93611 ANDREW BOLLS	CH/180	Clare Smith Marcia Triplett	327-7000 FAX 327-7090	Amandeep Athwal, Sr. G.I.S. Melissa Harris Sr. R.T.
LIBERTY ELEMENTARY - 1250 E. Liberty Hill Road, Fresno 93720 GEORGE PETERSEN	CW/185	Vicki Franklin Cheryl Morales	327-7100 FAX 327-7190	Tiffany Aoki-Chance, Sr. G.I.S.
LINCOLN ELEMENTARY - 774 E. Alluvial, Fresno 93720 MATT VERHALEN	CW/190	Sue Hirata Deborah Cobb	327-7200 FAX 327-7290	Rachelle Pirok, Sr. G.I.S. /R.T. Celia Willis, Sr. G.I.S./R.T.
MAPLE CREEK ELEMENTARY - 2025 E. Teague, Fresno 93720 GINA KISMET	CW/195	Sara Eisele Lorrie Regehr	327-7300 FAX 327-7390	Josh Turpin, Sr. G.I.S.
MICKEY COX ELEMENTARY - 2191 Sierra, Clovis 93611 CHERYL FLOTH	CH/145	Jennifer Hunt Katie Titus	327-8400 FAX 327-8490	Karen Majchen, Sr. G.I.S. Latisha Pitts, Sr. R.T.
MIRAMONTE ELEMENTARY - 1590 Bellaire Ave, Clovis 93611 LAURA REYNOLDS	CE/200	Yuechane Lor Joan Matsunaga Tammy Velvick	327-7400 FAX 327-7490	Danny Tovar, Sr. G.I.S. Tammy Williams, R.T. /T.S.A.
MOUNTAIN VIEW ELEMENTARY - 2002 E. Alluvial Ave, Fresno 93720 MONICA EVERSON	CN/205	Lisa Wicks Nicole Ossun	327-7500 FAX 327-7590	Jessica Hatamaria, T.S.A
NELSON ELEMENTARY - 1336 W. Spruce Ave, Pinedale 93650 TOM BROCKLEBANK	CW/210	Rosie Rivera-Rodriguez Yvonne Machicote	327-7600 FAX 327-7690	Scott Torosian, Sr. G.I.S Ashley Hutchason, Sr. G.I.S/R.T.
ORAZE ELEMENTARY - 3468 N. Armstrong Ave, Fresno 93727 ROBYN SNYDER	CE/213	Jeri Garoogian Deborah Solley	327-1700 FAX 327-1790	Jaclyn Russell, Sr. G.I.S.
PINEDALE ELEMENTARY - 7171 N. Sugar Pine, Pinedale 93650 DEBRA BOLLS	CW/215	Dina Faria Concepcion Belmonte	327-7700 FAX 327-7790	Megan Corrao, Sr. G.I.S. Vanessa Savoy, Sr. R.T.
REAGAN ELEMENTARY - 3701 Ashlan Ave, Clovis 93619 PAMELA HOFFHOUS	CE/218	Tami Cogburn Rebecca Escalante	327-8900 FAX 327-8990	Melissa Papendorf, Sr. G.I.S
RED BANK ELEMENTARY - 1454 Locan Ave, Clovis 93619 PA VUE	CH/220	Jennifer Johnson Kelly Dalbec	327-7800 FAX 327-7890	Shane Pearson, Sr. G.I.S.
RIVERVIEW ELEMENTARY - 2491 E. Behymer, Fresno 93730 MARCI PANOO	CN/222	Katie Leal Kim Provencio	327-8600 FAX 327-8690	Carlos Zuniga, Sr. G.I.S.
SIERRA VISTA ELEMENTARY - 510 Barstow Ave, Clovis 93612 CATHY DODD	CH/235	Stacey Brinkley Lupe Serpa	327-7900 FAX 327-7990	Nick Boris, Sr. G.I.S. MaiYia Moua, Sr. R.T.
TARPEY ELEMENTARY - 2700 Minnewawa, Clovis 93612 TACHUA VUE	BH/240	Michelle Fey Leslie Fuentes Sandra Haikasian	327-8000 FAX 327-8090	Shane Gillen, Sr. G.I.S./R.T.
TEMPERANCE-KUTNER ELEM. - 1448 N. Armstrong Ave, Fresno 93727 KELLI HINOJOS	CE/245	Sandi Rodgers Cathy O'Neill Tami Atkins	327-8100 FAX 327-8190	Jamie Swisegood, Sr. G.I.S.
VALLEY OAK ELEMENTARY - 465 Champlain, Fresno 93730 JULIE DUWE	CW/250	Wendy Barner Catherine Daniel	327-8200 FAX 327-8290	Courtney Wicks, Sr. G.I.S.
WELDON ELEMENTARY - 150 DeWitt, Clovis 93612 RAY LOZANO	CH/255	Sandy Alonzo Deanna Stowell	327-8300 FAX 327-8390	Erin Pickle, Sr. G.I.S. Ben Wolfgang, Sr. G.I.S.
WOODS ELEMENTARY - 700 Teague Ave, Clovis 93619 CECELIA DANSBY	BH/270	Suzanne Smith Stephanie Pizana	327-8800 FAX 327-8890	Pat Geil, T.S.A.
JANET L. YOUNG ELEMENTARY - 3140 N. Locan Ave, Fresno 93737 KACEY GIBSON	CE/275	Melanie Allen Stacy Rickels	327-0900 FAX 327-0990	Heidi Rochin, Sr. G.I.S.

ALTA SIERRA INTERMEDIATE - 380 W. Teague Ave, Clovis 93619 JENNIFER CARTER Jennifer Arruda Daryl Katoch	BH/305	CynDee Smith Sharon Hamilton Penny Manes	327-3500 FAX 327-3590	73571 73572 73575
CLARK INTERMEDIATE - 902 Fifth St, Clovis 93612 TERESA BARBER Mallory Dodderer Geoffrey Dean Robert Hochberg Joshua Purves	CH/315	Wynona Byrom Rebecca Riojas Haylie Lowery Haylie Lowery Rebecca Riojas	327-1500 FAX 327-1556	71571 71523 71521 71510 71521
KASTNER INTERMEDIATE - 7676 N. First St, Fresno 93720 MAY MOUA Katie Doherty Allison Giacobbe Sam Villagomez	CW/320	Jami Ribera Tami Calderon Tami Calderon Norma Alba	327-2500 FAX 327-2790	72771 72607 72607 72610
BUCHANAN HIGH SCHOOL - 1560 N. Minnewawa Ave, Clovis 93619 OMAR HEMAIDAN Tina teNyenhu Jonathan Slater James Gambrell Amanda Torres Michelle Dodson Noelle Golling	BH/405	Nancy Majors Annette Lantis Tricia Wallace Lorie Ruth Kim Harris Jennifer Holtermann Elaine Armo	327-3000 FAX 327-3090	73071 73073 73331 73271 73182 73184 73391
REAGAN EDUCATIONAL CENTER - 2940 Leonard Ave, Clovis 93619 Clovis East High School/Reyburn Intermediate School RYAN EISELE Sonia Torossian Kristen Belknap Nick Trujillo Russ Harding Emily Ryan Andrew Manouelian Matt Papendorf Carissa Cordova Cassandra Capshew Rene Cardona Shanna Tyson	CE/415 REY/330	Loree Sisterson Stephanie Rouse Lori Robinson Debbie Hunt Heather Hennecke Kristie Metter Kari Shaterian Jennifer Rocha Cynthia Woods Leticia Valencia	327-4000 327-4500 FAX 327-4791 FAX 327-4190	74071 74011 74671 74060 74049 74723 74617 74078 74683 74790 74520 74062
CLOVIS HIGH SCHOOL - 1055 Fowler Ave, Clovis 93611 STEPHANIE HANKS Matthew Hernandez Jennifer Thao Sara McAvoy Amanda Howes Jesse Hardwick Baljit Gill	CH/410	Janis Tatum Cissie Lopez Marina Banuelos Jill Payne Staci Ishisaka Cynthia Locke Nicole Pierce	327-1000 FAX 327-1010	71224 71331 71391 71225 71350 71329 71347
CLOVIS NORTH EDUCATIONAL CENTER - 2770 E. International Ave, Fresno 93730 Clovis North High School/Granite Ridge Intermediate School JOSHUA SHAPIRO Alicynne Chaney Jonathan Bowns Tom Wright Kaitlyn Vargas Katie Scalzo TBD Coby Lindsey Yvette Adams Whitney Swillis	CN/418 GR/318	Jill Lawley Kelly Fourchy Stacey Mansfield Karen Sieperda Mistie Burrow Kamal Traxinger Sandy Puentes Beck Stacey Belmont Genevieve Barnes Mistie Burrow	327-5000 FAX 327-5090	75071 75073 75075 75015 75205 75079 75045 75062 75458 75205
CLOVIS WEST HIGH SCHOOL - 1070 E. Teague, Fresno 93720 ERIC SWAIN Jason James Ann Castro Shannon Harris-Trotter Jeremy Pierro Anisha Mayberry Matthew Loggins	CW/420	Karen Zevenbergen Emmeline Jennings Monique McCoy Anita Giannobile Karen Garcia Monique McCoy Cyndy Favilla	327-2000 FAX 327-2490	72471 72479 72020 72080 72055 72050 72101
GATEWAY HIGH SCHOOL - 1550 Herndon Ave, Clovis 93611 STEVE PAGANI Lori King	ED SERV 452	Lori Barnes Trisha Allen	327-1800 FAX 327-1890	71871 71872
CLOVIS COMMUNITY DAY SECONDARY - 1715 David E. Cook Way, Clovis 93611 MONICA CASTILLO Casey Olson	ED SERV 429	Kathleen Cervantes Lilia Greal	327-1980 FAX 327-1989	71981 71983
CART - 2555 Clovis Ave, Clovis 93612 RICK WATSON Lisa Hansen Christina Chandler	DP Supt Office/778	Kelli Parker Irma Olguin Nancy Lopez	248-7400 FAX 248-7423	#1111
CLOVIS ADULT EDUCATION - 1452 David E. Cook Way, Clovis 93611 ED SCHMALZEL Courtney McMahon	ED SERV 711	Marie Lackey Morgan Smith Paula Espino	327-2800 FAX 327-2889	72871 72872 72857
CLOVIS ONLINE SCHOOL / ENTERPRISE (Independent Study) 1655 David E. Cook Way, Clovis 93611 BEN CLEMENT	ED SERV COS/419 ENT/430	Debbie Haro Mary Lou Menzes	327-4400 FAX 327-4490	74471 74472
SIERRA OUTDOOR SCHOOL AT FIVE MILE CREEK 15700 Old Oak Ranch Rd, Sonora 95370 REES WARNE Janelle McDonald Brandy Lively	ED SERV 652	Sonna Swiderski	209-532-3691 FAX 209-532-4196	#1017

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

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

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). 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

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: _____

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.

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.

<p align="center">Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds</p>
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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)

1. Type of Federal Action: ↑ Contract ↑ Grant ↑ Cooperative Agreement ↑ Loan ↑ Loan Guarantee ↑ Loan Insurance		2. Status of Federal Action: ↑ Proposal/offer/application ↑ Initial award ↑ Post-award	Report Type: ↑ Initial filing ↑ Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime _____ Subawardee Tier _____, if known Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:		9. Award Amount, if known: \$	
10. a Name and Address of Lobbying Entity (if individual, last name, first name, MI):		10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)			
11. Amount of Payment (check all that apply): \$ _____ actual planned		1. Type of Payment (check all that apply): <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: _____	
13. Form of Payment (check all that apply): ↑ Cash ↑ In-kind; specify: ↑ Nature _____ ↑ Value _____			
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: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)			
15. Continuation Sheet(s) SF-LLL-A attached: Yes No			
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		Signature: _____ Print Name: _____ Title: _____ Telephone No: (_____) _____	

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

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 1st 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

IRAN CONTRACTING ACT
CERTIFICATION OF ELIGIBILITY 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

Certification for “Buy American” Provision

This Certification is required for all items domestically grown and processed in the United States which exceeds 50% domestic end product. Proposer is to provide certification for all products derived from domestic products to include Fruit, Vegetables, Grains, Legumes and Oil based products. Failure to certify such items may disqualify award of such line item.

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

Note: A manufacture certification on company letterhead may be substituted for this form as long as the exact same language listed above is used.

Line Item Number:	Description:

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification the Proposer is acknowledging the Buy American requirements per Instructions and Information provided in bid/quote packet and will provide the requested documentation when offer of awarded item has been made to vendor.

Print
Signature:_____

Company Name:_____

(Copy, complete and sign for additional line items)

Buy American Waiver Exception List

This documentation is required for all food items that **are not** produced and process in the U.S. with least 51% of its agricultural food components, by weigh or volume, from the U.S. The Buy America regulations state:

b) *Exceptions.* The purchase requirements described in paragraph (a) of this section shall not apply in instances when the recipient agency determines:

- (1) Recipients have unusual or ethnic food preferences which can only be met through purchases of products not produced in the U.S.;
- (2) the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality;
- (3) the cost of U.S. produced food products is significantly higher than foreign products, or

[53 FR 27476, July 21, 1988, as amended at 58 FR 39122, July 22, 1993; 67 FR 65015, Oct. 23, 2002]

[illegible]

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification the Proposer is acknowledging the Buy American requirements per Instructions and Information provided in bid/quote packet and will provide the requested documentation when offer of awarded item has been made to vendor.

Print

Signature: _____

Company Name: _____

(Copy, complete and sign for additional line items)

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 2884** 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 #2884
Campus Catering: Milk & Dairy

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.

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

VendorBY _____
Director of Purchasing

BY _____ TITLE _____

CLOVIS UNIFIED SCHOOL DISTRICT

BID NO. 2884

Campus Catering: Milk & Dairy

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 _____