



San Ramon Valley Unified School District

INVITATION FOR BID

IFB# 680

for

DAIRY PRODUCTS

Bid must be received no later than:

Bid Deadline: **THURSDAY, MAY 19, 2016 @ 11:00 A.M. (Pacific Time)** and no minutes

**Deliver response to the office of:
Jasmine R. Gacusan, CPPO
Director of Purchasing, Duplicating and Warehouse
3280 Crow Canyon Road
San Ramon, CA 94583**

WWW.SRVUSD.NET

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
699 OLD ORCHARD DRIVE
DANVILLE, CA 94526**

NOTICE TO BIDDERS

IFB # 680

Notice is hereby given that the San Ramon Valley Unified School District (hereinafter referred to as "District") in the town of Danville, County of Contra Costa, State of California desires to solicit qualified quotes for:

**DAIRY PRODUCTS
FOR
CHILD NUTRITION DEPARTMENT**

Each quote must be sealed, marked with the **IFB # 680** and titled "DAIRY PRODUCTS FOR CHILD NUTRITION DEPARTMENT" and returned no later than:

11:00 am (Pacific Time) and NO MINUTES on THURSDAY, MAY 19, 2016

to the office of Purchasing Director of the San Ramon Valley Unified School District, 3280 Crow Canyon Road, San Ramon, CA 94583. Bids will be publicly opened at that time. The District will not receive bids after the time set for opening thereof. It shall be the full responsibility of all bidders to ensure that quotes are delivered to the above office by the time and date stated. It is the sole responsibility of the bidder to assure that the IFB is received by the Purchasing Director prior to the opening deadline date and time. The District will not be responsible for late deliveries by U.S. mail or any other means. Late, unsealed, unlabeled, incomplete quotes, or quotes otherwise not in compliance with the General Conditions of this Invitation to Bid, will be rejected. By submitting a response, bidder acknowledges and accepts the General Conditions and all terms contained in this IFB. Faxed bids will not be accepted. All bids shall be on the form provided for by the District.

CLARIFICATION DEADLINE

All questions regarding bid preparation, documents, discrepancies, omissions, the selection process, specifications and interpretations of the terms and conditions of the Invitation for Bid (IFB) must be submitted in writing via email to PURCHASING@SRVUSD.NET with subject title: IFB CLARIFICATION, no later than May 13, 2016 @ 10:00 am (Pacific Time).

Date: May 10, 2016

Jasmine R. Gacusan, CPPO
Director of Purchasing,
Duplicating and Warehouse

Publish Dates: May 3 & 10, 2016

INTRODUCTION

ABOUT THE DISTRICT

The San Ramon Valley Unified School District (SRVUSD) encompasses the communities of Alamo, Blackhawk, Danville, Diablo, and San Ramon (including the new Dougherty Valley communities) as well as a small portion of the cities of Walnut Creek and Pleasanton. The district is comprised of 36 schools serving more than 30,000 students in Kindergarten through Grade 12.

Facts and Figures

36 Schools (communities: Alamo, Blackhawk, Danville, Diablo, San Ramon)

22 elementary schools

8 middle schools

4 comprehensive high schools

1 continuation high school

1 independent study school

SRVUSD Statistics

Number of Students 33,814

Number of Employees 4,136

Number of Teachers 1,414

Number of Administrators 80

Number of Pupil Services Personnel 87

Number of Classified Staff 1,155

Meals served per day: between 6,300 – 8,100

District Wide Learning Standards

District-wide learning standards are in place in the following areas:

- Language Arts
- Mathematics
- Foreign Language
- History/Social Studies
- Science
- Technology
- Health

Budget/Funding

Year	Description	Budget
2014-15	Operating Budget Revenues	\$265,332,894
2014-15	Expenditures	\$260,920,237
2015-16	Operating Budget Revenue	\$313,106,212
2015-16	Expenditures	\$281,405,413

CALENDAR OF EVENTS

Event	Date	
Public Notice	May 3 & 10, 2016	Daily Journal – San Ramon Valley Times
Last Day for Clarification/Questions	May 13, 2016 @ 10 am	Purchasing@SRVUSD.NET
Bid Opening Date	Thursday, May 19, 2016 @ 11:00am	Purchasing Conference Room
Evaluation Period	Week of May 17 – May 23	District Committee
Board Report	June 14, 2016	Board Meeting

**SRVUSD School Sites
DELIVERY POINTS**

ELEMENTARY

Alamo	100 Wilson Road	Alamo, CA 94507	925 938-0448
Bollinger	2300 Talavera Drive	San Ramon, CA 94583	925 242-3200
Bella Vista	1050 Trumpet Vine Lane	San Ramon, CA 94582	
Country Club	7534 Blue Fox Way	San Ramon, CA 94583	925 803-7430
Coyote Creek	8700 N. Gale Ridge Road	San Ramon, CA 94582	925 314-2000
Creekside	6011 Massara Street	Danville, CA 94526	925 735-1183
Golden View	5025 Canyon Crest Drive	San Ramon, CA 94582	925 855-2700
Greenbrook	1475 Harlan Drive	Danville, CA 94526	925 855-5300
Green Valley	1001 Diablo Road	Danville, CA 94526	925 855-5400
Hidden Hills	12995 Harcourt Way	San Ramon, CA 94582	925 479-3800
John Baldwin	741 Brookside Drive	Danville, CA 94526	925 855-5200
Live Oak	5151 Sherwood Way	San Ramon, CA 94582	925 803-3100
Montair	300 Quinterra Lane	Danville, CA 94526	925-855-5100
Montevideo	13000 Broadmoor Drive	San Ramon, CA 94582	925 803-7450
Neil Armstrong	2849 Calais Drive	San Ramon, CA 94582	925 479-1600
Quail Run	4000 Goldenbay Avenue	San Ramon, CA 94582	925 560-4000
Rancho Romero	180 Hemme Avenue	Alamo, CA 94507	925 855-5700
Sycamore	2200 Holbrook	Danville, CA 94526	925 855-2800
Tassajara Hills	4675 Camino Tassajara Road	Danville, CA 94526	925 648-7150
Twin Creeks	2785 Marsh Drive	San Ramon, CA 94583	925 855-2900
Vista Grande	667 Diablo Road	Danville, CA 94526	925 314-1000
Walt Disney	3250 Pine Valley Road	San Ramon, CA 94583	925 479-3900

MIDDLE SCHOOL

Charlotte Wood	600 El Capitan	Danville, CA 94526	925-855-4754
Diablo Vista	4100 Camino Tassajara	Danville, CA 94526	925 736-2310
Gale Ranch	6400 Main Branch Road	San Ramon, CA 94582	925 479-1590
Iron Horse	12601 Alcosta Blvd.	San Ramon, CA 94582	925 830-1813
Los Cerros	968 Blemer Road	Danville, CA 94526	925 838-2067
Pine Valley	3000 Pine Valley Road	San Ramon, CA 94583	925 479-7791
Stone Valley	3001 Miranda Avenue	Alamo, CA 94507	925 552-5516
Windemere Ranch	11611 E. Branch Parkway	San Ramon, CA 94582	925 479-7432

HIGH SCHOOL			
California High	9870 Broadmoor Drive	San Ramon, CA 94583	925 803-7406
Dougherty Valley	10550 Albion Road	San Ramon, CA 94582	925 479-6591
Monte Vista	3131 Stone Valley Road	Danville, CA 94526	925 314-1978
San Ramon High	501 Danville Blvd.	Danville, CA 94526	925 820-4448
CENTRAL KITCHEN			
California High	9870 Broadmoor Drive	San Ramon, CA 94583	925 803-7408

SITE DELIVERIES

Delivery days shall be on the agreed schedule Monday – Friday, early morning and no later than 8:30 am. Due to several Monday holidays; a schedule suitable for the District will need to be established. If deliveries are necessary at times other than kitchen operating hours, the delivery driver will sign the delivery slip and will be responsible for any discrepancies. See above listing of schools for required delivery locations.

INVITATION FOR BID - This is NOT an order
IFB# 680

INSTRUCTIONS AND CONDITIONS

1. Bids are requested for furnishing the items described below in accordance with terms set forth herein. All quotations must be F.O.B. destination and include all costs of shipping and handling to delivery point.
2. It shall be to the sole discretion of the School District to determine equality of items offered and suitability for School District use.
3. **SAMPLES ARE REQUIRED FOR EVALUATION OF OFFERING.**
4. Right is reserved by the San Ramon Valley USD to reject any or all quotes or to separate items in the quote, unless the right is specifically denied by vendor.
5. The San Ramon Valley USD reserves the right to increase or decrease quantities of order at the same price as it best suit the needs of the District. Quantities provided in this IFB are estimates and based on historical usage.
6. Vendors located outside of California are advised that Use Tax equal to the current State of California. Sales Tax will be added to their quote for evaluation purposes if California Sales Tax is not computed into their quote and/or a certificate number authorizing collection of California State Sales Tax is not provided.
7. The School District reserves the right to make payment only upon completion and receipt of delivery. Purchase Order assigned to the contract will be reference on every invoice, packing slip, delivery manifest, etc. Invoices for purchases at the delivered price are not due and payable until delivery of product and do not constitute an obligation by the District until the month following the month for which charges accrue. The District shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due thirty (30) days from the date the food, non-food and paper products are received and accepted by the District, or thirty (30) days from the date a correct invoice is received in the above office, whichever is later. The vendor must provide two (2) copies of each delivery invoice. The vendor will inform the district of any special discounts for payment received with a ten (10) day period.
8. All equipment and/or materials referred to in this IFB shall in all respects be in full compliance with all CAL/OSHA safety and health orders.
9. Unless otherwise indicated, prices quoted herein are considered FIRM and shall remain open and not be withdrawn for a period of one hundred and twenty (120) days after the due date. A successful vendor shall not be relieved of the bid submitted without the District's consent or vendor's recourse to PCC sections 5100 et.seq.
10. Bid proposal may be withdrawn by the bidder prior to the time fixed for the opening of bids.
11. This Invitation For Bid, when returned to the San Ramon Valley USD as an offer for material and/or services will constitute the full agreement between the District and Vendor if a purchase order is awarded. Any changes to the attached documents for proposal must be made at the time the quote is submitted. Any changes and/or amendments to this agreement presented after the successful vendor receives a purchase order will not be accepted. Unless the District includes a stipulation for a separate agreement to be executed, the District will not execute any other agreement in conjunction with this quotation request or the purchase order.
12. Any questions regarding administrative bidding procedures should be directed to the Director of Purchasing, Jasmine Gacusan, CPPO, at (925) 824-1834; jgacusan@srvusd.net. Any questions regarding the scope or specification of the RFQ should be directed to Bruce Hall, Director of Child Nutrition at (925) 824-1806; bhall1@srvusd.net

13. In order to preserve uniformity and facilitate the award of contracts, no written bids will be considered unless made upon forms furnished by the District. Vendors shall complete this Bid Form and return the original signed copy.
14. This IFB will result in award of a formal contract. The award of the contract will be by action of the Governing Board and to the lowest responsible, responsive bid from among those bidders responsive to the call for bids unless otherwise specified. In the event an award is made to a bidder and the bidder fails, or refuses, to execute the contract and provide the required documents within 10 days after notification of award of the contract, the District may award the contract to the next best value bidder or release all bidders.
15. If a bidder does not bid on any line item, the bidder is required to write “no bid” in the space provided. If a bidder is not bidding the entire project, the bidder is required to write “no bid” across the face of the bid form, place the company name, sign and date the form and return the form to the purchasing department. Failure to notify the District of a no bid may result in the vendor being removed from the District’s bidders list.
16. No interest in the contract shall be transferred to any other party without permission of the District.
17. **TERMINATION.** This Agreement may be terminated by District at any time upon thirty (30) days written notice. In the event of termination, the Vendor shall be entitled to compensation for products provided; or items delivered and accepted to the effective date of termination. However, the District may condition payment of such compensation upon acceptance with full satisfaction of the deliverables.
18. **FAILURE TO PERFORM.** The San Ramon Valley Unified School District, upon written notice to the Vendor, may immediately terminate this Contract should the Vendor fail to perform properly and correct any of its obligations hereunder or any substandard performance that is unacceptable to the District. In the event of such termination, the District may proceed with the purchases in any reasonable manner it chooses. The cost to the District of completing the Vendor’s performance shall be deducted from any sum due to the Vendor under this Contract, without prejudice to the District’s rights to recover damages.
19. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of funds.
20. No interest in the contract shall be transferred to any other party without permission of the District.
21. 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 bonds, 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.
22. Should any bidder question or protest the award of contract to the apparent low bidder, such question or protest must be furnished in writing to the Director of Purchasing no later than three working (3) days following the date of bid opening. Such submittal must fully explain the basis of objection supported by all relevant information, facts and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria).
23. In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate state or federal court located in Contra Costa County.
24. The Bidder hereunder represents that the only persons or parties interested in this transaction as principals are those named herein; that no director, officer, or employee of the San Ramon Valley Unified School District is in any manner interested directly or indirectly in this transaction or in the profits to be derived therefrom. Bidder understands that any violation of this provision shall invoke immediate termination of the contract.
25. The Bidder shall be responsible for incidental and consequential damages resulting in whole or in part from the Bidder’s acts or omissions. Nothing in this agreement shall constitute a waiver or limitation of any rights, which the District may have under applicable law.

26. **INSURANCE REQUIREMENT.** During the term of this agreement, Supplier will maintain and keep in force insurance of the types and in the minimum amounts set forth below:

Insurance	Minimum Limits of Liability
Worker’s Compensation	\$1,000,000
Employer’s Liability Comprehensive	\$1,000,000
General Liability	\$1,000,000 per occurrence/\$3,000,000 aggregate
Automobile Liability	\$1,000,000

All insurance policies must be primary. Within ten (10) days of the Effective Date, Vendor will provide District with certificates of insurance confirming that Vendor maintains required insurance, **along with a second page endorsement naming "the San Ramon Valley Unified School District, its board members, agents, attorneys, employees, and consultants" as additional insured under the respective policy.** All insurance policies and certificates of insurance will contain a provision for thirty (30) days advance notice to District of all, policy changes, including without limitation, cancellation. Supplier waives all rights of subrogation against District. Supplier's failure to comply with these requirements will constitute a material breach of this agreement. Supplier warrants that each of its significant subcontractors will maintain insurance coverage as described above.

27. **FINGERPRINTING.** Section 45125.1 of the California Education Code is hereby made part of this bid solicitation as if written in its entirety herein.

28. **INDEMNIFICATION.** The successful bidder has the entire responsibility for any and all injury to the public and to individuals. The successful bidder expressly agrees to indemnify, defend and hold the District, its Board Members, managers and employees free and harmless from and against any and all loss, liability, expense, claims, cost, suits and damages including attorneys’ fees arising out of contractor’s operation or performance under this Agreement.

29. Non-Collusion Affidavit: In accordance with California law, Bidders must complete the attached Non-Collusion Affidavit and submit it with their bid. See attached.

30. Any addenda or bulletins issued during the time of bidding shall form a part of the specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents. Initials of bidders on the bid form shall reflect receipt of all addenda prior to submittal of the bid. If an addendum or addenda have been issued by the District and not noted as being received by the bidder, the Proposal may be rejected.

SPECIAL VENDOR INSTRUCTIONS

AWARD OF CONTRACT

The San Ramon Valley Unified School District (SRVUSD) will award contract to the lowest responsive and responsible bidder capable of delivering quality of goods and services as required in this IFB without minimum quantities. In submitting a response, bidder acknowledges that the District shall have the sole and final right to determine if the response is in compliance with these specifications.

Bidders who do not respond to all of the requirements/instructions provided in this invitation for bid may be deemed non-responsive and the bid may be rejected. To receive consideration, a bid shall be qualified and unconditional. The District reserves the right to reject any and all responses, to contract work with whomever and in whatever manner the District decides, to abandon the purchase entirely and to waive any informality or non-substantive irregularity as the interest of the District may require and to be the sole judge of selection process. The District also reserves the right to negotiate separately in any manner to serve its best interest.

A written purchase order mailed or otherwise furnished to the successful bidder within time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

SAMPLES

If requested, a clearly marked sample must be furnished, on the quoted product. ALL SAMPLES MUST BE IDENTIFIED WITH LABEL ALONG WITH THE CORRESPONDING ITEM #. Samples If not, the quoted product will not be considered. The sample submitted shall be the exact product the vendor proposed to furnish. Samples of items, when requested must be free of expense to the District.

PRICES

Taxes shall not be included on the written bid form. At no time during the contract period shall the prices charged to the District exceed the price provided on the written bid form for the period of the bid. If pricing changes, the vendor needs to give Child Nutrition a 30-day written notice. Delay due to unforeseen circumstances, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include acts for God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations superimposed after the fact.

No charge for containers, packing, draying, handling or any other purpose will be allowed over and above the prices bid.

ORDERING

Once the contract has been awarded, the ordering process shall be developed. The Director of Child Nutrition or Food Service Supervisor is the only authorized purchase agents for Child Nutrition. Ordering of product is typically called in by noon the day prior to delivery. If specific ordering timelines are needed, these must be outlined in the bid and agreed upon by the District and vendor in which the bid is being awarded to. In the event that an item cannot be delivered as requested by the school site, both the school and the Food Service Office must be notified as soon as possible. Both parties shall maintain responsibility for the product ordered

for any given day, although the vendor shall assure delivery of the amount ordered. Dates and times of deliveries are to be agreed upon in advance, and shall be based on the Districts academic calendar provided, and remain constant with the exception of holidays. If, for any reason, the District finds that the service or response from the vendor is unsatisfactory or does not meet the requirements and/or conditions called for in the bid, the District may cancel the contract. Delivered products must meet the requirements of the contract and all products must conform to laws governing their production, labeling and handling. Should damage or items deem unsatisfactory for consumption be identified, the vendor shall replace the item(s) or issue a credit to the District. The vendor’s employees, equipment, and facilities must also remain hygienic and clean. The District is not obligated to accept inferior product. If specific ordering timelines are needed, these must be outlined in the bid and agreed upon by the District and vendor in which the bid is being awarded to. In the event that an item cannot be delivered as requested by the school site, both the school and the Food Service Office must be notified as soon as possible. The operating hours of the Food Service Office are from 7:00 A.M – 3:30 P.M. Monday – Friday.

CONTRACT RENEWAL

The term of this contract which may be awarded pursuant to this IFB is for one (1) year. The San Ramon Valley Unified School District reserves the right to extend this bid for a period of two (2) additional one (1) year terms after issuance of a purchase order with all other terms and conditions remaining the same and mutually agreed upon by the Vendor and the District for a total contract term of three (3) years maximum.

This renewal is contingent upon **competitive** pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the successful vendor, in writing, thirty (30) days prior to the expiration of the contract.

MINIMUMS/SUBSTITUTIONS

Minimum dollar amount and/or case amount required for delivery is to be specified on the bid. Products delivered must be the manufacturers named on the bid award. Substitutions require approval of the Director of Food Services.

DAIRY PRODUCTS

All products must comply with CDE and USDA requirements. All milk products shall be hormone free with no rBHT, or rBGH, or rBST.

NUTRITIONAL ANALYSIS/MANUFACTURER DOCUMENTATION

The nutritional analysis and CN or manufacturers documentation that verifies products contribution to the School Breakfast and/or Lunch meal pattern is required for each line item bid. The information must contain the following:

Protein	Dietary Fiber
Calories	Total Vitamin A
Fat - Totals	Vitamin C
Carbohydrates	Calcium
Saturated Fat	Iron
Cholesterol Dietary Fiber	Sodium

HAZZARD ANALYSIS AND CRITICAL CONTROL POINT (HACCP)

Provide HACCP plan, designee and certification letter with bid.

SB12 and SB 965

Any item not meeting SB12 or SB965 requirements must be noted as such.

TRANS-FAT

Any item containing trans-fat will not be accepted.

MILK AND MILK PRODUCTS

Class 1 milk product bid prices must be expressed as the monthly minimum price established by the California Department of Food & Agriculture, plus a percentage margin. Prices must be expressed in prices rounded to four decimal places. Vendors can access class price information at <http://www.cdfa.ca.gov/dairy>.

PACKAGING

The districts preference is that all packaging is fully compostable. Cartons must be marked with appropriate product identifying information as indicated on the Purchase Order. Each shipment must include a packing list and waybill or delivery ticket. Unless otherwise provided for in this IFB, all products supplied under any Contract resulting from this IFB must be packaged in containers that are new, appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading, and storage.

MILK CRATES

Not exceed 13" x 13" x 11" and 8 oz. milk will not have more than 50 units; 4 oz. juice will not have more than 75 units; and 8 oz. juice will not have

USE BY DATES

Milk "use by dates" must be coded to have a minimum 10 day shelf life upon the date of delivery. Milk product is to be rotated at each site by the dairy driver with every delivery and out of date product shall be returned and credited. Product shall be picked up and credited at each break period, including winter and spring breaks. Where school served breakfast, milk must be available for service first morning back from break period no later than 7:30 am.

PRODUCT FRESHNESS and QUALITY

All products supplied under this contract should arrive in the best possible condition and will be subject to inspection, testing, and approval of authorized representatives of the **San Ramon Valley Unified School District CHILD NUTRITION Department**. Repeated incidents of delivery of products that fail to pass product inspection and/or testing will warrant cancellation of the Contract in addition to the remedies outlined above. Furthermore, future business from the **San Ramon Valley Unified School District CHILD NUTRITION Department** could be terminated within 30 days of notice if cure is not provided.

Products damaged in shipment will be considered as defective products and will be subject to the same remedies outlined above.

The failure of any consumable products (food items) to meet specifications or acceptable chemical or bacterial levels may result in cancellation of the contract in addition to the remedies outlined above. All damaged or rejected products identified at the time must be picked up and credit issued to the District's account. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance.

EMPLOYEES OF VENDOR

Proper conduct is expected from the Vendor's personnel when on any District site. This includes adhering to non-smoking policy, drug or alcohol free work place. District has the right to request removal of any of the Vendor's personnel not adhering to these policies. All work shall be performed in a professional manner according to generally accepted industry standards.

WAREHOUSE DELIVERIES

If specific items are to be delivered to the District Warehouse, warehouse deliveries require delivery appointments.

SITE DELIVERIES

Site's delivery is required 2-3 days per week. Designated delivery days must be established upon award of contract. Delivery days shall be on the agreed schedule Monday – Friday, early morning and no later than 10:30 A.M. Due to several Monday holidays; a schedule suitable for the District will need to be established. If deliveries are necessary at times other than kitchen operating hours, the delivery driver will sign the delivery slip and will be responsible for any discrepancies. See above listing of schools for required delivery locations. All dairy products shall be kept at a proper temperature; chilled 32 – 38 degrees Fahrenheit.

IDENTIFICATION

Vendor's personnel shall carry appropriate identification, uniform, badges when delivering on any of the District site.

ACCOUNT MANAGER/SUPPORT STAFF

Vendor shall provide adequate, competent support staff that is assigned to the District's. Representative(s) shall be knowledgeable about the contract, products provided, and able to identify and resolve quickly any issues including but not limited to orders and billing issues.

SANITATION

All products shall be prepared from first quality materials and produced under absolute sanitary conditions, both as to premises and employees.

ESTIMATES

Quantities shown are estimates. The District does not obligate itself any quantity whatsoever. Respondent agrees to submit price per each regardless of quantity ordered.

SUBSTITUTIONS and DEVIATIONS

The **San Ramon Valley Unified School District CHILD NUTRITION Department** will not accept any substitutes or deviations after items(s) have been awarded as specified, unless such substitutions are deemed to be in the best interest of the **District**, and unless prior agreements have been reached and reduced to writing regarding such substitutions. Substituting without the prior approval of the **San Ramon Valley Unified School District CHILD NUTRITION Department** will constitute a breach of contract by the vendor which may result in the initiation of actions in terminating the contract, and may jeopardize any future business from the **San Ramon Valley Unified School District CHILD NUTRITION Department**.

FORMS CHECKLIST

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

SUBMITTALS – Non-submittal will disqualify bidders.

CHECKLIST:

_____ **BID FORM**

Bid Form is a required submittal item and will be used as one of the basis of award along with the vendor's suitability to provide the District with the best overall value.

_____ **SAMPLES**

_____ **LIST OF REFERENCES – must be returned along with the bid form**

Provide a list of three (3) references with similar scope to this project, which have been performed within the past three (3) years. Use provided reference list form.

_____ **BACKGROUND CHECK CERTIFICATION (Employee Clearance) - must be returned along with the bid form**

_____ **NON-COLLUSION - must be returned along with the bid form**

_____ **WORKER'S COMPENSATION FORM - must be returned along with the bid form**

_____ **PROOF OF INSURANCE – submitted by successful bidder after award of contract**

_____ **SUSPENSION AND DEBARMENT CERTIFICATION – must be returned along with the bid form**

BID FORM

<p>CONSIDERATION CANNOT BE GIVEN TO QUOTATIONS RECEIVED AFTER 11:00 AM and NO MINUTES, Thursday, May 19, 2016 NO FAXED BIDS WILL BE ACCEPTED.</p> <p>All questions regarding this RFQ are to be directed to: PURCHASING@SRVUSD.NET with subject titled: IFB# 679 Clarification Request, no later than May 13, 2016 @ 10:00am</p> <p>Receipt of addenda number(s): _____ (indicate the Addendum number, if any, your firm received from the District after the bid was received). All numbered addenda received must be acknowledged above.</p> <p>Quantities shown are estimates. The District does not obligate itself any quantity whatsoever. Respondent agrees to submit price per each regardless of quantity ordered.</p> <p>DO NOT INCLUDE TAXES IN THE PRICES PROVIDED BELOW FOR SUPPLIES OR EQUIPMENT. Applicable taxes to be added to the successful vendor's prices when an order is generated.</p>	<p>IFB# 680 – DAIRY Products</p> <p>NUTRITIONAL DATA must be supplied and must be based on the product specifications submitted with this RFQ.</p> <p>District reserves the right to increase or decrease quantities of order at the same price as it best suit the needs of the Child Nutrition program.</p>
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District reserves the right to award on a line item basis or "all or none", as the interest of the District requires.

Item #	Description Specification Brand Or Approved Equal (AE)	Annual Estimated Usage		BIDDER'S SECTION OFFERING						
				Product Item #	Brand	Product Description	# of Units in cartons	Unit Size	\$ Price per unit	Total Ext Price \$
1	Milk, White Low - Fat 1% Grade A 8 oz Crystal/OE	175000	cartons							
2	Milk, Chocolate Non-Fat Grade A, No High Fructose Corn Syrup Crystal/OE	600000	cartons							
3	Butter solids 30/1#/Case	120	cartons							
4	Milk, White Low - Fat 1% Grade A Crystal/OE	275	gallons							
TOTAL									\$	

TERMS

Payment – Net 30

FOB

Destination

CASH DISCOUNT

_____ % _____ days

PIGGYBACK CLAUSE

Pursuant to Public Contract Code 20118 and 20652 (Community Colleges), San Ramon Valley Unified School District authorizes all other eligible Districts and public agencies to piggy-back on this bid. The responding bidder authorizes this piggy-back by signing below. The District further waives its right to have warrants issued in its favor.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Yes, Piggyback Option Granted No, Piggyback Option Not Granted

The undersigned certifies that the prices and information apply to the specified products listed above. No bid is valid unless submitted on this form and signed by authorized agent for your company.

THE REPRESENTATIVES MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Company Name _____ **Signature** _____
(AUTHORIZED AGENT)

Phone # _____ **Email** _____ **Print Name** _____

Date _____ **Title** _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of authorized officers or agents; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if bidder is an individual, his signature will be placed above.

THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM

BIDDER'S REFERENCE AND STATEMENT OF EXPERIENCE

Please list below your qualified school district references of similar size contract within the last five (5) years:

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM

**San Ramon Valley Unified School District
Child Nutrition Dairy Products**

**Outside Contractor
Certification
Of Employee Clearance**

Name of Company: _____		
Street Address: _____		
City: _____	State: _____	Zip: _____
Telephone: _____	Fax: _____	
Contact Person: _____		

I certify that:

- My company has completed background checks pursuant to Education Code Section 45125.1 on all employees who may be assigned to perform services that will place them in contact with students or be present on a San Ramon Valley Unified School District school site.
- Said employees have not been convicted of a violent or serious felony as defined in Education Code Section 45122.1.
- Below are list of the name(s) of all employees who may come in contact with students.

_____	_____
_____	_____
_____	_____
_____	_____

I acknowledge that any false, deceptive, misleading, or non-disclosed information related to this certification may result in tort liability for my company.

Company Name

Print Name

Title

Signature

Date

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I, _____ of _____, state that
(Name) (Company Name)

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 as 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 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 t 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 of 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.

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID

AUTHORIZED SIGNATURE: _____ DATE: _____

WORKERS' COMPENSATION CERTIFICATION

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 by 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 workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(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).

SUSPENSION AND DEBARMENT CERTIFICATION

Certification regarding debarment, suspension, ineligibility and voluntary exclusion-- lower tier covered transactions.

This certification is required by the U. S. Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 *Code of Federal Regulations* Parts 180 and 3485, for all lower tier transactions meeting the threshold and tier requirements stated at Section 3485.220.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 proposal 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 proposal that it will include the clause titled A 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 SAM Exclusions.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are 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 Applicant: _____

Legal Business Name: _____

Address: _____

Printed Name and Title of Authorized Representative: _____

Signature: _____ Date: _____

