



San Ramon Valley Unified School District

REQUEST FOR BID

RFB# 744

for

GROCERY PRODUCTS

Bid must be received no later than:

Bid Deadline: **THURSDAY, MAY 18, 2017 @ 3:00 PM (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

RFB # 744

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 bids for:

**GROCERY PRODUCTS
FOR
CHILD NUTRITION DEPARTMENT**

Each quote must be sealed, marked with the RFB # 744 and titled "GROCERY PRODUCTS FOR CHILD NUTRITION DEPARTMENT" and returned no later than:

3:00 Pm (Pacific Time) and NO MINUTES on THURSDAY, MAY 18, 2017

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 RFB 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 RFB. 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 Request for Bid (RFB) must be submitted in writing via email to PURCHASING@SRVUSD.NET with subject title: RFB CLARIFICATION, no later than May 12, 2017 @ 11:00 am (Pacific Time).

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

Publish Dates: May 2 & 9, 2017

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
2016-17	Operating Budget Revenue	\$328,913,059
2016-17	Expenditures	\$317,285,858

CALENDAR OF EVENTS

Event	Date	
Public Notice	May 2 & 9, 2017	Daily Journal – San Ramon Valley Times
Last Day for Clarification/Questions	May 12, 2017 @ 11 AM	Purchasing@SRVUSD.NET
Bid Opening Date	Thursday, May 18, 2017 @ 3:00 PM	Purchasing Conference Room
Evaluation Period	Week of May 22 – May 26	District Committee
Board Report	June 13, 2017	Board Meeting

SRVUSD School Sites DELIVERY POINTS			
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.

REQUEST FOR BID - This is NOT an order
RFB# 744

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.** If requested, a clearly marked sample must be furnished, on the quoted product. 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. Vendor to supply brand name of product and pack size.
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 RFB are estimates and based on historical usage.
6. **TAX.** 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. **PAYMENT.** 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. **SAFETY.** All equipment and/or materials referred to in this RFB shall in all respects be in full compliance with all CAL/OSHA safety and health orders.
9. **PRICING.** 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 WITHDRAWAL.** Bid proposal may be withdrawn by the bidder prior to the time fixed for the opening of bids.
11. **ADDENDA OR BULLETINS.** 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.

12. **BINDING AGREEMENT.** This Request 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.
13. **CLARIFICATION DEADLINE.** Questions regarding documents, discrepancies, omissions, or doubts as to meaning must be submitted in writing via email to PURCHASING@SRVUSD.NET with subject title: BID CLARIFICATION, no later than **Friday, May 12, 2017 at 11:00 am**. No oral interpretation of any provision in the contract documents will be made to any bidder. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by said bid administrator. A copy of Addendum will be emailed to each bidder as part of the bid documents. The District will not be responsible for any explanation or interpretation solicited outside of the clarification process set forth herein.
14. **CONTACTS.** Any questions regarding administrative bidding procedures should be directed to the Director of Purchasing, Jasmine Gacusan, CPPO, at (925) 824-1834; jgacusan@srvusd.net.
15. **USE OF FORMS.** 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.
16. **AWARD.** This RFB 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.
17. **FAILURE TO BID.** 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.
18. **ASSIGNMENT OF CONTRACT.** No interest in the contract shall be transferred to any other party without written permission of the District.
19. **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.
20. **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.
21. **NON-APPROPRIATION.** The District fully reserves the right to cancel this contract at any time and/or to limit quantities of items due to non-availability or non-appropriation of funds.
22. **RIGHTS AND REMEDIES IN THE EVENT OF DEFAULT.** 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.

23. **BID PROTEST.** 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).
24. **GOVERNING LAW AND VENUE.** 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.
25. **ATTORNEY'S FEES.** In the event a suit is brought by either party in connection with this agreement, the prevailing party shall have judgment for court costs and a reasonable attorney's fee.
26. **PUBLIC RECORDS.** All responses to the BID will become the property of the District. Once a final award is made, all bid responses, except financial and proprietary information, become a matter of public record and shall be regarded by the District as public records. The District shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act. If a Bidder believes that portions of a proposal constitute trade secrets or confidential or financial data, then the Bidder must so specify by, at a minimum, stamping in bold red letters, the term "CONFIDENTIAL" on that part of the proposal which the Bidder believes to be protected from disclosure. The Bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Bidder believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The Bidder is hereby notified that the District may consider all or parts of the offer public information under applicable law even though marked confidential.
27. **EVIDENCE OF RESPONSIBILITY.** Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidders financial resources, his experience in the field and his organization, background check certification, proof of registration with the Department of Industrial Relations or other factors and submittals contributing to the successful execution and completion of the contract.
28. **NON-INTEREST OF DISTRICT OFFICIALS.** 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.
29. 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.
30. **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.

31. **FINGERPRINTING.** Section 45125.1 of the California Education Code is hereby made part of this bid solicitation as if written in its entirety herein.
32. **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.
33. **NON-COLLUSION AFFIDAVIT:** In accordance with California law, Bidders must complete the attached Non-Collusion Affidavit and submit it with their bid. See attached.
34. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406, labor compliance, immigration, prevailing wages and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties and that failure to do so shall constitute material breach.

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 RFB without minimum quantities. District reserves the right to award on a line item basis, BY GROUP, in whole or in part, as the interest of the District requires. 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 Request 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. 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. Bidder is to supply brand name of product and pack size.

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 and maintained at the site level. 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 deemed 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 RFB 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.

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 upon request

SB12 and SB 965

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

LABELING

All items shall conform in every respect to the provision of the Federal Food and Drug Act of June 30, 1956 and amendments thereto and subsequent decisions of the United States Department of Agriculture (USDA) and the Food and Drug Administration (FDA). Country of origin should be included on the label.

PACKAGING REQUIREMENTS

Unless otherwise provided for in this RFB, all products supplied under any Contract resulting from this RFB 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. Any products supplied under Contract resulting from this RFB for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition. 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.

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. Deliveries will be made to a central location at the San Ramon Valley Unified School District Service Center located at 3280 Crow Canyon Road, San Ramon, CA. 94583. Delivery hours are from 7:30 AM – 3:00 PM.

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.

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**

_____ **HAZZARD ANALYSIS AND CRITICAL CONTROL POINT (HACCP) (Available Upon Request)**

_____ **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**

_____ **BUY AMERICAN CERTIFICATION**

BID FORM

<p>CONSIDERATION CANNOT BE GIVEN TO QUOTATIONS RECEIVED AFTER 3:00 PM and NO MINUTES, Thursday, May 18, 2017 NO FAXED or EMAILED BIDS WILL BE ACCEPTED.</p> <p>All questions regarding this RFB are to be directed to: PURCHASING@SRVUSD.NET with subject titled: RFB# 744 Clarification Request, no later than May 12, 2017 @ 11:00am</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>RFB# 744 – GROCERY Products</p> <p>NUTRITIONAL DATA must be supplied and must be based on the product specifications submitted with this RFB.</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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VENDOR NOTE: The District will evaluate the quote on each item and the total combined amount for furnishing the quantity listed. It is the intent of the Board of Trustees of the SRVUSD to award the bid on the PRICE, basis of service, quality, and general adaptability for school food service use and in accordance with the specification herein.

District reserves the right to award on a line item basis, BY GROUP, in whole or in part, as the interest of the District requires.

GROUP 1 – GROCERY DRY

ITEMS TO BID				BIDDER'S SECTION					
Line Item #	Item Description, Specification & Brand OE = Or Equivalent	Estimated Annual Usage		Item #	Brand	Product Description or NB for No Bid	# of Units in Unit of measure	Unit Size	Price \$
1	Apple Crisps, Dried 125/34 oz/Case Tree Top #5260 ONLY	400	Case						
2	Cereal, Red Sugar Cinnamon Toast Crunch 96/1 oz/Case General Mills #29444 ONLY	28	Case						
3	Chips, Baked KC Masterpiece 64/1.125 oz/Case Lays #44395 ONLY	250	Case						
4	Chips, Crunchy Cheetos Wh Grain Baked 104/.875 oz/Case Lays #62933 ONLY	500	Case						
5	Chips, Flamin Hot Puffs RF Wh Grain Baked 72/.7 oz/Case Lays #21912 ONLY	400	Case						
5.1	Chips, Funyons Wh Grain 104/.75 oz/Case Lays #66689 ONLY	150	Case						

5.2	Chips, Munchies Wh Grain 104/.875 oz/Case Lays #36308 ONLY	100	Case						
6	Chips, Nacho Cheese Dorito RF Wh Grain 72/1 oz/Case Lays #21912 ONLY	375	Case						
7	Chips, Oven Baked Cheddar Sour Cream 60/.8 oz/Case Lays #56882 ONLY	350	Case						
8	Chips, Potato Regular 120/.5 oz/Case Lays #19846 ONLY	20	Case						
9	Chips, Spicy Sweet Chili Dorito RF Wh Grain 72/1 oz/Case Lays #49093 ONLY	400	Case						
10	Chips, Triangle Tortilla 12/lb/Case La Tapatia #77013 or similar	300	Case						
11	Cocoa, Mix No Sugar Added Packets 300/.07 oz/Case Nestle #426477/25485	15	Case						
12	Crackers, Cheddar Goldfish 300/.75 oz/Case Pepperidge Farms #18105/484764 ONLY	400	Case						
13	Crackers, Cheez Its IW 60/1 oz/Case Kelloggs #24100/10480 or similar	200	Case						
14	Crackers, Cheez It IW 175/.75 oz/Case Kelloggs #24100-10480 ONLY	40	Case						
15	Crackers, Savory Wheat 100/2 oz/Case MJM #781100 or similar	60	Case						
16	Crackers, Wheat Basics 100/1.6 oz/Case Back to Basics #37401 or similar	60	Case						
17	Craisins, Dried Cranberry- Strawberry 200/1.16 oz/Case Ocean Spray #23445/580884 ONLY	125	Case						
18	Croutons, Cheese Garlic Whole Grain IW 250/.5 oz/Case Sugar Foods #74627/595447 or similar	75	Case						
19	Dressing, Caesar IW 100/1.5 oz/Case Naturally Fresh #30004220 or similar	100	Case						
20	Dressing, Fat Free Italian IW 60/1.5 oz/Case Marzetti #81975 or similar	40	Case						

21	Dressing, Light Italian 4/Gallon/Case Kens #801 or similar	12	Case						
22	Dressing, Light Ranch Dispenser Pack 2/1.5 Gallon/Case Heinz #78004350 ONLY	85	Case						
23	Flour, All Purpose 25#/Bag Gold Medal #14323 or similar	5	Case						
24	Gatorade, G2 Fruit Punch 24/12 oz/Case Gatorade/PepsiCo #12202 ONLY	160	Case						
25	Gatorade, G2 Glacier Freeze 24/12 oz/Case Gatorade/PepsiCo #12007 ONLY	250	Case						
26	Gatorade, G2 Mixed Berry 24/12 oz/Case Gatorade/PepsiCo #13297 ONLY	200	Case						
27	Granola, Bulk Cinnamon Whole Grain 4/50 oz/Case Rockin O' La #4155 ONLY	140	Case						
28	Juice, 100% Tropical, Twist Fruitable Plus 40/4.23 oz/Case Apple & Eve #24023TPF or similar	400	Case						
29	Juice, 100% Very Berry Juice 36/6.75 oz/Case Apple & Eve #84527TPF or similar	200	Case						
30	Juice, Apple 100% 24/10 oz/Case Tropicana #75717 ONLY	800	Case						
31	Juice, Apple Sparkling 24/8.4 oz/Case IZZE #476209/01507 ONLY	300	Case						
32	Juice, Blackberry Sparkling 24/8.4 oz/Case IZZE #476206/01502 ONLY	300	Case						
33	Juice, Clementine Sparkling 24/8.4 oz/Case IZZE #476208/01505 ONLY	300	Case						
34	Juice, Cranberry Juice Cocktail 24/10 oz/Case Tropicana #838 ONLY	225	Case						
35	Juice, Orange 100% 24/10 oz/Case Tropicana #75715 ONLY	225	Case						
36	Juice, Orange Tangerine 100% 24/8 oz/Case Switch #9C24800T ONLY	7500	Case						
37	Juice, Watermelon Strawberry 100% 24/8 oz/Case Switch #9C2480TP ONLY	9000	Case						

38	Juice, Orange Tangerine 100% 160/CS/Pallet Switch #9C24800T ONLY	25	Pallet s						
39	Juice, Watermelon Strawberry 100% 160/CS/Pallet Switch #9C2480TP ONLY	55	Pallet s						
40	Ketchup, Jug Store & Pour 6/7.2#/Case Heinz #76001145 ONLY	110	Case						
41	Ketchup, Packets IW 1000/9 GR/Case Sona Hollen #47454 or similar	5	Case						
42	Mayonnaise, Light Dispenser Pack 2/1.5 Gallon/Case Heinz #78004349 ONLY	24	Case						
43	Mayonnaise, Packets IW 200/9 GR/Case Sona Hollen #747269 or similar	5	Case						
44	Milk, Instant Non Fat Dry 6/5#/Case Redi-Lac #179918F88811160 or similar	3	Case						
45	Mustard, Dispenser Pack 2/1.5 Gallon/Case Heinz #76001455 ONLY	18	Case						
46	Mustard, Jug Pour & Store 6/7.2 lb/Case Heinz #76001432 ONLY	8	Case						
47	Mustard, Packets IW 500/5..5 GR/Case Portion Pac #78000358 or similar	5	Case						
48	Pan Coating, Buttermist 6/17 oz/Case Butter Buds 56217 or similar	75	Case						
49	Pasta, 51% Elbow Macaroni 2/10#/Case Dakota Growers #561893/92109 ONLY	50	Case						
50	Pasta, 51% Penne 2/10#/Case Dakota Growers #548229/6738792010 ONLY	5	Case						
51	Pasta, 51% Spaghetti 2/10#/Case Dakota Growers #548228/6738791322 ONLY	20	Case						
52	Pop Tarts, Fudge Whole Grain 120/1.76 oz/Case Kelloggs #38000-12070 ONLY	100	Case						
53	Poptarts, Strawberry WG 120/1.76 oz/Case Kelloggs #38000-55130 ONLY	200	Case						
54	Refried Beans, Vegetarian 6/#10/Case Allens #35215 or similar	40	Case						

55	Relish, Sweet Packets IW 200/9 GR/Case Portion Pac #78000417 or similar	5	Case						
56	Rice Krispie Treat, Choc Chip Wh Grain IW 80/1.59 oz/Case Kelloggs #38000-14567 ONLY	300	Case						
57	Rice Krispie Treat, Whole Grain IW 80/1.41 oz/Case Kelloggs #38000-11052 ONLY	350	Case						
58	Rice, Brown Par Boiled Whole Grain 25#/Case Par Excellence #R2PX25QCO/575032 or Similar	550	Bag						
59	Sauce, Buffalo Wing Sauce Red Hot 4/1 Gallon/Case Franks #346790/74161 or similar	10	Case						
60	Sauce, Sweet & Sour Packet 250/.4 oz/Case Minh #69737 or similar	25	Case						
61	Snacks, Mixed Berry Fruit 144/1.6 oz/Case Motts #16000-47953 ONLY	300	Case						
62	Spice, Basil Leaves 6 oz# Each Pacific #BSI121 or similar	15	Each						
63	Spice, Chili Powder 5# Each Pacific #CHILPWD61 or similar	3	Each						
64	Spice, Cumin Seeds 5# Each Pacific #CUMG61 or similar	3	Each						
65	Spice, Garlic Granulated 12 oz# Each Pacific #1GG1212 or similar	50	Each						
66	Spice, Garlic Powder 1# Each Pacific Spice #1GP121 or similar	10	Case						
67	Spice, Italian Seasoning 6 oz Each Pacific #ITCI21 or similar	15	Each						
68	Spice, Mustard Ground 1# Each Pacific #MUFA121 or similar	10	Each						
69	Spice, Onion Dehydrated Chopped 15# Each Pacific #2OC15 or similar	5	Each						
70	Spice, Oregano Flakes 24 oz Each Pacific #ORMEDI61 or similar	5	Each						
71	Spice, Pepper White 5# Each Pacific #PEPWGI or similar	2	Each						

72	Sugar, Light Brown 25#/Bag Almagamated #SAM-02225 or similar	5	Bag					
73	Sugar, Powdered 25#/Bag Almagamated #SAM-077 or similar	35	Bag					
74	Sunflower Kernals, Honey Roasted IW 150/1.2 oz/Case Dakota Gourmet #1231780 or similar	70	Case					
75	Syrup, Maple Cups IW No HFCS 100/1.5 oz/Cs Madeira Farms #78000373 or similar	140	Case					
76	Tomatoes, Diced in juice 6/#10/Case Angelia Mia #27000-38067 or similar	30	Case					
77	Tortilla, Flour 10" Mindful Grains WG 12/12 CT/CS Mission Foods #38477	125	Case					
78	Turkey Gravy, Mix NO MSG 8/14 oz/Case Tuf #430428/079T-T0700 ONLY	30	Case					
79	Vinegar, Apple Cider Vinegar 50 Grain 4/1 Gallon/Case Walker Foods #10035 or similar	5	Case					
80	Water, Bottled Purified 24/16.9 oz/Case Pure Life #6827493471 or similar	2500	Case					
81	Water, Bottled Purified 48/8 oz/Case Pure Life #6827432228 or similar	1000	Case					
82	Water, Bottled Purified 12/25 oz/Case Path #867801000109 ONLY	500	Case					
83	WOW Butter 22#/Tub WOW Butter #70770 ONLY	15	Case					

GROUP 2 – REFRIGERATED

Line Item #	Item Description, Specification & Brand OE = Or Equivalent	Estimated Annual Usage		Item #	Brand	Product Description or NB for No Bid	# of Units in Unit of measure	Unit Size	Price \$
84	Cheese, Parmesan Shredded 6/2# Bag/Case Great Lakes #99814 or similar	60	Case						
85	Cream Cheese, Light Cups IW 100/1 oz/Case Philadelphia #377674-61095 or similar	60	Case						
86	Dressing, Creamy Caesar 4/1 Gallon/Case Hidden Valley #85655HVR ONLY	60	Case						
87	Dressing, Light Ranch No MSG 4/1 Gallon/Case Kens #708 or similar	75	Case						
88	Glaze, Honey Dip Donut 1/24#/Case Richs #21506 ONLY	24	Case						
89	Juice, Berry Blast 8/10 oz/Case Naked #63117 ONLY	375	Case						
90	Juice, Mighty Mango 8/10 oz/Case Naked #305381 ONLY	1000	Case						
91	Juice, Strawberry Banana 8/10 oz/Case Naked #63071 ONLY	875	Case						
92	Yogurt, Strawberry GoBig 48/4 oz/Case General Mills #47402000 ONLY	300	Case						
93	Yogurt, Danimals Strawberry/Banana 48/4 oz/Case Dannon #2732 or similar	1600	Case						
94	Yogurt, Vanilla Parfait Pro 6/4#/Case Yoplait #485781/16632 ONLY	400	Case						

GROUP 3 – JANITORIAL

Line Item #	Item Description, Specification & Brand OE = Or Equivalent	Estimated Annual Usage		Item #	Brand	Product Description or NB for No Bid	# of Units in Unit of measure	Unit Size	Price \$
95	Scouring Pad, Blue 20 CT/Box 3M #367764/2000 or similar	30	Box						

GROUP 4 - FROZEN

Line Item #	Item Description, Specification & Brand OE = Or Equivalent	Estimated Annual Usage		Item #	Brand	Product Description or NB for No Bid	# of Units in Unit of measure	Unit Size	Price \$
96	Basil Pesto w/out Pine Nuts3/2#/Case Amazatto #561664/70401 or similar	12	Case						
97	Berry Blend, 4 IQF 2/5#/Case Wawona #4453 ONLY	450	Case						
97	Bonzer, Breakfast Oatmeal/Choc Chip WG 112/2.2 oz/Case Bonzers #52301 ONLY	75	Case						
98	Bread, Banana Sliced Whole Grain 70/3.4 oz/Case Super Bakery #6071 ONLY	400	Case						
98	Bread, Berry Sliced Whole Grain 70/3.4 oz/Case Super Bakery #6073 ONLY	125	Case						
99	Breadstick, Apple Whole Grain 72/Case Bosco #702172-1120 ONLY	100	Case						
99	Breadstick, Honey Wheat 180/1 oz/Case Shannons #SB-730 ONLY	40	Case						
100	Broccoli, Florets 12/2#/Case Packer #2503 or similar	275	Case						
100	Brownie, Fudge IW 96/2 oz/Case Buena Vista #82220 ONLY	125	Case						
101	Bun, Aloha Mini Burger 8/24 ct/Case Shannons #SB-410 ONLY	15	Case						
102	Chicken Dumplings Potstickers, Whole Grain 4/7.13#/Case Asian Food Solutions #79017 ONLY	100	Case						
103	Chow Mein , Vegetable Whole Grain 6/5#/Case Ling/Yangs #8-52724-00301-6 ONLY	125	Case						
104	Cinnamon Roll, Sweet Potato Ind. Wrapped 36/2.9 oz/Case Green Earth #70150 ONLY	24	Case						

105	Cornbread, Muffin Cheesy IW 80/2.5 OZ/Case Buena Vista #60520 ONLY	24	Case						
106	Corn Dogs, Chicken Whole Grain Low Fat 72/4 oz/Case Foster Farms #95150 ONLY	250	Case						
107	Corn Dogs, Mini Chicken Whole Grain Low Fat 2/5#/Case Foster Farms #96086 ONLY	1400	Case						
108	Croissant, Sliced Whole Grain 4/12/2.35 oz/Case Sara Lee #605799/41315 ONLY	50	Case						
109	Donut, Mini Powdered 72/3 oz/Case Super Bakery #7787 ONLY	150	Case						
110	Donut, Ring Whole Grain 84/2.45 oz/Case Richs #14839 ONLY	150	Case						
111	Dough, Cinnamon Swirl Whole Grain 140/2.6 oz/Case Richs #13940 ONLY	200	Case						
112	Dough, Chocolate Chip Cookie Whole Grain 135/1.85oz/Cs Buena Vista #78185 ONLY	500	Case						
113	Edamame, Shelled IW 50/3 oz/Case Dr. Preachers #800198 ONLY	400	Case						
114	Fried Rice, Vegetable Brown Whole Grain 6/5#/Case Chefs Corner #OFC-2149 ONLY	80	Case						
115	Juice Cup, Kiwi Strawberry 84/4.4 oz/Case Ridgefields #2014 ONLY	80	Case						
116	Juice Cup, Strawberry Mango 84/4.4 oz/Case Ridgefields #2015 ONLY	80	Case						
117	Maple Stick 112/1.4 oz/Case Wild Mikes #11004 ONLY	200	Case						
118	Muffin Batter, Banana Choc Chip Whole Grain 2/9#/Case Fat Cat Scones #WGBANCCMFN-9 ONLY	75	Case						
119	Muffin Batter, Blueberry Whole Grain 2/9#/Case Fat Cat Scones	75	Case						

	#WGBLUMFN-9 ONLY								
120	Naan, Lavash Whole Grain 5/20CT/Case California Lavash #2102 ONLY	100	Case						
121	Onion Rings, Whole Grain Oven Ready 30#/Case Tasty Brands #33504 ONLY	300	Case						
122	Ravioli, Jumbo Cheese Whole Grain 2/5#/Case Bernardi #73417 ONLY	350	Case						
123	Roll, Artisan Dinner Whole Grain (2 grain) 144/2 oz/Case Goldstar #F342 or similar	65	Case						
124	Roll, Dinner Aloha 192/1 oz/Case Shannons #SB-210 ONLY	100	Case						
125	Sauce, General Tso 6/5#/Case JTM #73450 ONLY	15	Case						
126	Tornado, Southwest Chicken 24/2.76 oz/Case Ruiz Foods #86596 ONLY	1200	Case						
127	Vegetable Patty, 72/3.2 oz/Case Don Lee Farms #CN10325 ONLY	75	Case						
128	Waffle, Mini Maple Whole Grain 72/2.65 oz/Case Eggo/Kelloggs #38000- 92315 ONLY	200	Case						

GROUP 5 – PAPER

Grocery - Paper									
Line Item #	Item Description, Specification & Brand OE = Or Equivalent	Estimated Annual Usage		Item #	Brand	Product Description or NB for No Bid	# of Units in Unit of measure	Unit Size	Price \$
130	Bag, Freezer Storage 18" x 24" 250 CT/Bbx Handgards #437040/303679977 or similar	15	Case						
131	Box, Pizza 16" x 16" x 1 7/8" 50 ct /Case Whalen Packaging #C3630017/WPPB16KW4	29	Case						

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.

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 Grocery 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: _____

BUY AMERICAN CERTIFICATION

By the requirements of the Richard B. Russell National School Lunch Act's (NSLA) Buy American provision that school food authorities (SFAs) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable.

Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United States substantially (greater than 51%) using agricultural commodities that are produced in the United States.

There is two situations which may warrant a waiver to permit purchases of foreign food products include: 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

If Vendor offers a non-American product, Vendor must list the product below. Product is subject to review by District. If District declines a waiver, product will be awarded to lowest priced item meeting award criteria. District's decision on approval of foreign substitutions will be final.

Product Description	Country of Origin	Domestic Price	Non-American Price	Reason for Waiver

Attach additional sheets if necessary.

Name of Contractor

Date

Signature of Authorized Official

Title

