



# San Ramon Valley Unified School District

## REQUEST FOR BID

**RFB# 751**

for

**USDA PILOT PROJECT**

**FOR THE PROCUREMENT OF UNPROCESSED FRUITS AND  
VEGETABLES (ELIGIBLE VENDORS ONLY)**

Bid must be received no later than:

Bid Deadline: **THURSDAY, JUNE 8, 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 # 751**

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:

**USDA PILOT PROJECT  
FOR THE PROCUREMENT OF UNPROCESSED FRUITS AND VEGETABLES (ELIGIBLE VENDORS ONLY)**

Each quote must be sealed, marked with the RFB # 751 and titled "USDA PILOT PROJECT FOR THE PROCUREMENT OF UNPROCESSED FRUITS AND VEGETABLES" and returned no later than:

3:00 Pm (Pacific Time) and NO MINUTES on THURSDAY, JUNE 8, 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 Request for 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](mailto:PURCHASING@SRVUSD.NET) with subject title: RFB CLARIFICATION, no later than June 1, 2017 @ 11:00 am (Pacific Time).

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

Publish Dates: May 23 & 30, 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 23 & 30, 2017	Daily Journal – San Ramon Valley Times
Last Day for Clarification/Questions	June 1, 2017 @ 11 AM	Purchasing@SRVUSD.NET
Bid Opening Date	Thursday, June 8, 2017 @ 3:00 PM	Purchasing Conference Room
Evaluation Period	Week of June 12 – June 16	District Committee
Board Report	June 27, 2017	Board Meeting

<b>SRVUSD School Sites - DELIVERY POINTS</b>			
<b>MIDDLE SCHOOL</b>			
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
<b>HIGH SCHOOL</b>			
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
<b>CENTRAL KITCHEN</b>			
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.

**FOR 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, and CA. 94583. Delivery hours are from 7:30 AM – 3:00 PM.

**REQUEST FOR BID - This is NOT an order**  
**RFB# 751**

## **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. **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.
8. **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.
9. **BID WITHDRAWAL.** Bid proposal may be withdrawn by the bidder prior to the time fixed for the opening of bids.
10. **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.
11. **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.

12. **CLARIFICATION DEADLINE.** Questions regarding documents, discrepancies, omissions, or doubts as to meaning must be submitted in writing via email to [PURCHASING@SRVUSD.NET](mailto:PURCHASING@SRVUSD.NET) with subject title: BID CLARIFICATION, no later than **Thursday, June 1, 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.
13. **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](mailto:jgacusan@srvusd.net).
14. **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.
15. **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.
16. **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.
17. **ASSIGNMENT OF CONTRACT.** No interest in the contract shall be transferred to any other party without written permission of the District. No assumption or takeover of any of Contractor's duties responsibilities, or obligations or performance of same by any entity other than the Contractor whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, may occur without District's express prior written approval. If any assignment of this contract occurs without such prior written approval, this Contract will be terminated for failure of its essential purpose. Such act is therefore a material breach of this Agreement, upon which the District may pursue any lawful remedy.
18. **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.
19. **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.
20. **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.
21. **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.

22. **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).
23. **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.
24. **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.
25. **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.
26. **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.
27. **PREVIOUS PERFORMANCE.** Bidders are advised that the San Ramon Valley Unified School District reserves the right to reject a bid from a bidder that cannot demonstrate the ability to provide the services required. Past service and delivery performance with a similar sized organization and scope of work is a factor in the determination of award against this bid. The District will consider references and the demonstration of satisfactory performances.
28. **COMPETENCY OF BIDDERS.** No contract will be awarded to a provider who is not licensed in accordance with the law, or is not authorized to perform work under this contract. It will be the responsibility of the bidder to obtain any clearances necessary for completion of the contract.
29. **LIQUIDATED DAMAGES.** The SRVUSD shall hold the successful contractor liable and responsible for all damages, which may be sustained because of his/her failure to comply with any condition herein. If the Contractor fails to furnish or deliver materials or services at the prices quoted, or at a time and place stated, or otherwise fails to comply with the terms of this bid in its entirety, the District may cancel the order and the amount of damage will be assess to be deducted from any unpaid invoices or billed back to the Contractor



30. **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.
31. 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.
32. **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.

33. **FINGERPRINTING.** Section 45125.1 of the California Education Code is hereby made part of this bid solicitation as if written in its entirety herein.
34. **INDEMNIFICATION AND HOLD HARMLESS.** 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.
35. **NON-COLLUSION AFFIDAVIT:** In accordance with California law, Bidders must complete the attached Non-Collusion Affidavit and submit it with their bid. See attached.
36. **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.
37. **DISTRICT'S RIGHTS AND OPTIONS**  
 San Ramon Valley Unified School District reserves the following options:
- a. The right to reject any and all bid proposals, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely, or postpone selection for its own convenience, without indicating any reasons or to negotiate with any, all, or none of the respondents to the RFB. This RFB does not obligate the San Ramon Valley Unified School District to negotiate a contract.
  - b. The right to waive any informality or non-substantive irregularity as the interest of the District may require.

- c. The right to award in whole or in part.
- d. The right to issue subsequent request for bids.
- e. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
- f. The right to waive any informality or irregularity in the bidding process and any bids.
- g. The right to accept Contractor's signed offer and issue a purchase order directly to the supplier based on this bid document.

Award of this bid does not imply exclusive agreement with the San Ramon Valley Unified School District.

# SPECIAL VENDOR INSTRUCTIONS

The District is participating in the U.S. Department of Agriculture (USDA) Pilot Project for the Procurement of Unprocessed Fruits and Vegetables beginning School Year 2017-2018. In order to be considered responsible and responsive, the vendor must apply for and be placed on the pilot project's Agricultural Marketing Service (AMS) Eligible Vendor List.

## **AWARD OF CONTRACT**

The District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District. The District reserves the right in its absolute discretion to accept Bids or any part of Bids, as deemed necessary for the best interest of the Nutrition Services Division.

The District recognizes that in order to obtain the freshest and most locally grown produce, the district may need to award to and contract with multiple produce vendors. The District reserves the right to award by line item or product group, in whole or in part, to the lowest responsive and responsible bidder(s) meeting all terms, conditions and specifications, locality, freshness requirements, and receiving an acceptable rating on all other factors, including product geographical preference, quality and service.

The District reserves the right not to necessarily purchase all items and/or quantities listed in the Bid document. The quantities listed are estimates to the needs of the District and may be adjusted to meet the actual needs, when determined.

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.

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. 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 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 TERM AND RENEWAL**

**The term of this contract which may be awarded pursuant to this RFB is for one (1) year beginning July 1, 2017 to July 30, 2018 or not-to-exceed \$75,000 whichever occurs first.** 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 **pending grant renewal from USDA.**

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.

### **PRICE ADJUSTMENTS**

The Contractor may request an annual price adjustment. The request must be submitted in writing to the Director of Child Nutrition at least 45 days in advance of the contract anniversary date of July 1. Any price increase must only be as a result of severe industry or market conditions and must be justified and proven by submission of documentation. The decision of the District as to the validity and amount of increase shall be final.

Any decrease in prices of the items listed here in should result in a corresponding decrease in price to the District for the balance of the contract period, or for as long as the lower prices are in effect.

**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.

**ADDITIONAL ITEMS/DELETIONS**

The District reserves the unconditional right to add other items to the contract. Prices for additional items will be negotiated. The District reserves the right to delete any item with thirty (30) days written notice.

**PURCHASES OUT OF CONTRACT**

Award of this bid does not imply exclusive agreement with the San Ramon Valley Unified School District. The District reserves the right to purchase similar items from other sources.

**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

**PRODUCE TRACEABILITY INITIATIVES**

Vendor must be able to accurately demonstrate its traceability system and capabilities as related to recalls upon request.

**INTEGRATED FOOD SAFETY PROGRAM**

Vendors who are producers/growers must have integrated food safety program that reflects appropriate good agricultural practices/good handling practices (GAP/GHP) as evidence by certification through audits conducted by the USDA, AMS Specialty Crops Inspection Division (SCID) or by a certification body accredited to perform audits benchmarked by the Global Food Safety Initiative (GFSI).

## **INTEGRATED FOOD DEFENSE PLAN**

All vendors must have integrated food defense plan in place. The plan must be verified through audits conducted by the AMS-Specialty Crops Inspection Division (SCID) or by a certification body accredited to perform audits benchmarked by the Global Food Safety Initiative (GFSI).

## **SB12 and SB 965**

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

## **PRODUCT GRADE**

The District expects to be offered top quality products at all times.

## **PRODUCT QUALITY CONTROL**

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

## **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 order. Each shipment must include a packing list and waybill or delivery ticket.

All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Produce shall be delivered free of excess quantities of dirt on the produce or the packaging materials. Any cleaning that has been performed prior to delivery should be communicated so that cafeteria staff knows whether additional food safety steps are required.

## **WEEKLY PRICE SHEETS**

Vendor must supply weekly price sheet of available produce items to the Director of Child Nutrition.

## **MONTHLY STATEMENTS**

Report of each site volume and details of purchased goods, credits and returns or damaged goods by school is expected including items, quantities and pricing. Monthly statements shall be emailed to the Director of Child Nutrition by the fifth day of the following month.

## **VELOCITY REPORT**

Upon request, Vendor must be able to produce digital month and year-end velocity reports in Excel spreadsheets (not pdf). Reports must contain at minimum the following information: item name, item size, pack size, type of produce (fruits or vegetable), unique item code, country of origin, state of origin, quantity purchased and item price.

## **MSDS**

Where appropriate, Vendors will supply MSDS at time of delivery.

## **PRODUCT ORIGIN TRANSPARENCY**

The District requires clear identification of the origin of product on the weekly offering list, invoices and cases. This includes:

- a. Mandatory identification of Country of origin
- b. Mandatory identification of California products
- c. Mandatory identification of state of origin of other products
- d. Preferred identification of farm/farmer

## **DOMESTIC ORIGINATION**

The District expects that all produce offered will be of domestic origin as much as the prevailing market conditions allow, with notable exceptions of bananas. The District preference is to purchase local produce, balancing origin with quality.

## **CALIFORNIA GROWN**

The District wishes to engage a vendor that has a proven track record of both purchasing and promoting agricultural products grown in California.

## **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.

## **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**.

## **INSPECTION**

All items shall be subject to the inspection of the District. Inspection of item shall not relieve the vendor from any obligation to fulfill this contract or to correct any damages, deficiencies, and/or defects to products.

## **DEFICIENCIES, DEFECTS, AND/OR DAMAGES TO PRODUCTS**

Vendor shall correct all deficiencies, defects and/or damages in products delivered to the District in accordance with this proposal. All corrections shall be made within a maximum of two (2) calendar days after such discovery is reported to the vendor. Vendor is responsible for collecting and replacing all damaged products.

## **CREDIT AND REFUSAL OF PRODUCT**

The District reserves the right to refuse goods at time of delivery if quality is deemed unacceptable based on the judgment of receiving staff. Refused products at a time of delivery will be credited on the invoice and signed for by driver and staff person receiving items.



## **CONCEALED OR LATENT DAMAGE**

Damaged or substandard products discovered after the time of delivery will be reported to the Vendor within 24 hours for credit and immediate pickup and replacement if needed.

## **DELIVERY INSTRUCTIONS (see additional delivery instructions for USDA Pilot Program)**

The time and manner of delivery are essential factors in proper performance under the contract. Promptness of delivery may be a factor in awarding the contract.

All items shall be securely and properly packed and clearly marked as to contents. All shipments must be accompanied by a packing slip and the District order number shall appear on all delivery documents.

Contractor shall maintain product temperatures in accordance with state and local requirements at all times up to the time of delivery, whether in storage or in transit. Evidence of temperature monitoring must be produced upon request by the District.

For produce, the district is requesting that all deliveries be made as close as possible to time of harvest, preferably within 48 hours of leaving the farm.

The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. A list of delivery locations and times is included in this bid solicitation.

The Contractor shall make deliveries to each school site and to the District Warehouse during open kitchen and warehouse hours. The Contractor's delivery driver shall check with the Director of Child Nutrition, Food Service Supervisors, Kitchen Manager or designated staff upon arrival at the kitchen site or Warehouse prior to unloading product into the kitchen or Warehouse. District staff members shall not be required to enter delivery vehicles to verify any issues related to the delivery. Complete invoices must be provided at the time of delivery. Invoices must be reviewed and signed by the Kitchen Manager or designee.

## **BILLING PROCESS**

Approved vendors will issue 2 separate invoices, one to the Director of Child Nutrition @ [bhall1@srvusd.net](mailto:bhall1@srvusd.net) and one to AMS for unprocessed fruits and vegetables sold under the pilot project. Contractor will submit invoices and any other necessary reports directly to the USDA by email to [FVPilotProject@ams.usda.gov](mailto:FVPilotProject@ams.usda.gov).

Approved vendor understands that the AMS will pay the Contractor within 10 calendar days of receiving the invoice.

# **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 (upon request)**

\_\_\_\_\_ **HAZZARD ANALYSIS AND CRITICAL CONTROL POINT (HACCP) (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.

\_\_\_\_\_ **ADDENDA – must be returned along with the bid 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 - must be returned along with the bid form**

# BID FORM

<p>CONSIDERATION CANNOT BE GIVEN TO QUOTATIONS RECEIVED AFTER  <b>3:00 PM and NO MINUTES,</b>  <b>Thursday, June 8, 2017</b>                  NO FAXED or EMAILED BIDS WILL BE ACCEPTED.</p> <p>All questions regarding this RFB are to be directed to: <a href="mailto:PURCHASING@SRVUSD.NET">PURCHASING@SRVUSD.NET</a> with subject titled: RFB# 751 Clarification Request, no later than June 1, 2017 @ 11:00am</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><b>DO NOT INCLUDE TAXES IN THE PRICES PROVIDED BELOW FOR SUPPLIES OR EQUIPMENT.</b> Applicable taxes to be added to the successful vendor's prices when an order is generated.</p>	<p><b>RFB# 751 – USDA Pilot Project for Unprocessed Fruits &amp; Vegetables (eligible vendors only)</b></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.**

Items to Bid		Bidder Section						
		Bidders must provide manufacturer's brand name and item number of the item bid in the columns of the bid form. Do NOT use "as specified" in responding to this requirement. Bids that do not show the information required may be disqualified. The San Ramon Valley Unified School District reserves the right to decide what is "acceptable equal" to any products in this bid.						
Line Item #	Item Description, Specification & Brand OE = Or Equivalent	Estimated Annual Usage	Item #	Brand	Product Description or NB for No Bid	# of Units in Pkg or Loaf	Unit Size	Unit Price
1	Apples, Fuji 138 ct (Secondary Schools)	150	Case					
2	Apples, Fuji 163 ct (Elementary Schools)	200	Case					
3	Apples, Gala 138 ct (Secondary Schools)	150	Case					
4	Apples, Gala 163 ct (Elementary Schools)	200	Case					
5	Apples, Sliced Fuji 200/2 oz	500	Case					
6	Apples, Sliced Gala 200/2 oz	500	Case					

Line Item #	Item Description, Specification & Brand OE = Or Equivalent	Estimated Annual Usage		Item #	Brand	Product Description or NB for No Bid	# of Units in Pkg or Loaf	Unit Size	Unit Price
7	Carrots, Mini Peeled 100/2.6 oz	1000	Case						
8	Grapes, Red Seedless Packaged 100/3 oz/cs	500	Case						
9	Kiwi, Bulk 117ct/cs	500	Case						
10	Lettuce, Chopped Romaine 6/2#/cs	500	Case						
11	Mandarins 25# 100 avg ct/cs	200	Case						
12	Oranges, Blood 60/70 ct/cs	200	Case						
13	Oranges, Navel 113 ct/cs	200	Case						
14	Peaches, Whole 80 ct/Case	300	Case						
15	Pears, Bartletts - 150/cs/Case	150	Case						
16	Pears, D'Anjou Green - 150/cs/Case	150	Case						
17	Peas, Snap 10#/cs	50	Case						
18	Plums 1/2 cup serving - 140 ct/Case	100	Case						
19	Pluot 1/2 cup serving 140 ct/Case	100	Case						
20	Strawberries, 8/1#/cs	1500	Case						
21	Watermelon, Whole 3 - 4/cs	100	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\***

**ACKNOWLEDGMENT OF ADDENDA**

Failure to execute the following may be considered as an irregularity in the bid. Receipt of the following addenda issued during the time of bidding is acknowledged, and the information contained therein has been considered in the preparation of this bid:

- |                                |                                |
|--------------------------------|--------------------------------|
| <input type="checkbox"/> None  | <input type="checkbox"/> No. 3 |
| <input type="checkbox"/> No. 1 | <input type="checkbox"/> No. 4 |
| <input type="checkbox"/> No. 2 | <input type="checkbox"/> No. 5 |

**(Check Appropriate Space(s) for Addenda Received)**

Warning

If an addendum or addenda have been issued by the District and not noted above as being received by the bidder, this Proposal may be rejected.

\*\*\*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 whom 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

## DISTRICT BOUNDARY MAP

