



June 2, 2023

David Carochi,
Director of Nutrition Services
Hesperia Unified School District
11176 G Ave.,
Hesperia, CA 92345

Regarding: Bread and Bakery Products Bid # 21/22-004 - Extension Pricing for the 2023-2024 School Year

Dear Mr. Carochi,

Galasso's Bakery was awarded the contract for distribution of Bread Products to the Hesperia Unified School District, Bread and Bakery Products Bid # 21/22-004. "The initial year began on July 1, 2022 through June 30, 2023 and may, by mutual agreement between the DISTRICT and awardee, be renewable for two (2) additional one (1) year periods.

Galasso's Bakery would like to offer the extension of service to the Hesperia Unified School District with the attached fresh bread pricing for the 20223-2024 school year. The prices reflect a considerable increase due to the extreme rapid rising costs of labor, ingredients and especially energy, along with a substantial one year increase in the Consumer Price Index (CPI) for "Food Away from Home". The prices will be effective July 1, 2023 through June 30, 2024. Galasso's Bakery will continue to allow other districts to utilize the Piggyback Clause as indicated on Page 14, section 30 of the bid. We will require a \$100.00 minimum per delivery when placing orders. Any additional items that are required can be added to your authorized product list by contacting: Albert Armenta. (714) 292-6638 or aarmenta@galassos.com

Please confirm by signing below, and returning to my office via e-mail or USPS.

Thank you for your support. We look forward to working with you for the upcoming school year!

Sincerely,

Carl Shigenaga
Digitally signed by Carl Shigenaga
Date: 2023.06.02 17:47:58 -07'00'

Carl Shigenaga, Controller
Galasso's Bakery

Hesperia Unified School District agrees to extend the terms and conditions, as indicated, for the 2023-2024 school year. Effective July 1, 2023 through June 30, 2024



Signature of authorized representative

6/5/2023
Date

Dr. George Landon

Print or type name



Hesperia Unified School District
2023/2024 School Year Price List

Item #	Product Description	2022/2023	2023/2024
		Price	Price
00191	STEAK ROLL HINGED 12PK	2.64	2.93
01286	WHITE PLAIN 6 IN HOT DOG BUN 12PK	2.04	2.26
02106	WHEAT PULLMAN 24OZ 1/2 IN SLICE	2.29	2.54
02139	WHITE WHOLE WHEAT 4 IN HAMBURGER BUN 12PK	2.17	2.55
02486	WHEAT DINNER ROLL 1 3OZ 12PK (PLAIN BAG)	2.16	2.40
07209	CROISSANT 6PK	11.68	NA
72106	WHEAT PULLMAN	2.29	2.54
72139	WHITE WHOLE WHEAT 4 IN HAMBURGER BUN 12PK	2.17	2.41
72486	WHEAT DINNER ROLL 1 3OZ 12PK (PLAIN BAG)	2.16	2.55



HESPERIA UNIFIED SCHOOL DISTRICT

PURCHASING DEPARTMENT

15576 Main Street, Hesperia, CA 92345

Phone: (760) 244-4411 ❖ Fax: (760) 244-0075

NUTRITION SERVICES – BREAD AND BAKERY PRODUCTS

BID # 21/22-004

FEBRUARY 9, 2022

Virginia Gutierrez
Director
Purchasing & Facilities
Ext.7304
virginia.gutierrez@hesperiausd.org

Paul Lopez
Assistant Director
Purchasing & Facilities
Ext. 7317
paul.lopez@hesperiausd.org

Karina Murillo
Department Secretary
Purchasing & Facilities
Ext. 7381
karina.murillo@hesperiausd.org

Sunny Jowers
Buyer
Purchasing
Ext. 7297
sunny.jowers@hesperiausd.org

Whitney Pele
Purchasing Specialist
Purchasing
Ext. 7301
Whitney.pele@hesperiausd.org

MaryLou Cusino
Accountant
Facilities
Ext. 7308
marylou.cusino@hesperiausd.org

ADDENDUM ONE

Please incorporate the following revisions and/or clarifications into the Bid:

Question #1: Will you accept a 7 day lead time on orders? Page 14, under number 10 Ordering says that Bidder..”ability to add and delete items from order up to one (1) day prior to delivery.”

Answer # 1: Yes, we will accept a 7 day lead time on orders.

Question #1: Will you accept a net 30 payment terms? Page 10 under number 11 Payment Terms says “District will pay properly submitted invoices within forty-five (45) days.”

Answer # 2 : The District aims to meet a net 30 payment, but should the payment be held for audit purposes, we ask for a net 45 term.

All other terms & conditions remain unchanged.

- END OF ADDENDUM-

This Addendum must be signed & returned with your proposal.

Signature

Date

Print Name

Title

Name of Company

HESPERIA UNIFIED SCHOOL DISTRICT

Hesperia, California

CERTIFICATE OF MINUTES

GOVERNING BOARD OF THE HESPERIA UNIFIED SCHOOL DISTRICT

The Governing Board met in Regular open session on the 14th day of March, 2022 at 6:10 PM, at Hesperia Administration and Educational Support Center (Annex).

The following motion was made by member Eric Swanson, seconded by member Mark Dundon and on a vote of the members of the Board, passed with the following vote:

RESULT:	AWARDED [UNANIMOUS]
MOVER:	Eric Swanson, Clerk
SECONDER:	Mark Dundon, Vice President
AYES:	Gomez, Dundon, Swanson, Gregg

On MSC Eric Swanson, Mark Dundon, [Unanimous]


The Board awarded BID # 21/22-004, for Bread and Bakery Products, to Galasso's Bakery, as the lowest responsive, responsible bidder.

Board discussion

I, **David Olney**, Superintendent/Secretary of the governing board of the Hesperia Unified School District of San Bernardino County, do hereby certify that the above is a true and correct copy of the motion duly made, adopted, and entered on the minutes of the governing board of said school district on March 14, 2022.

Dated: March 15, 2022

Signed:



Secretary, Governing Board

BID # 21/22-004 NUTRITION SERVICES - BREAD AND BAKERY PRODUCTS	Bimbo Bakeries USA	Galasso's Bakery	Gold Star Foods
Cover Sheet / Checklist	Yes	Yes	Yes
Bid Form and Certification by Bidder	Yes	Yes	Yes
Bid Form Price Sheet	Yes	Yes	Yes
Deviation / Substitution Form (if applicable)	Yes	Yes	Yes
Addendum(s)	Yes	Yes	Yes
Suspension and Debarment Certification	Yes	Yes	Yes
Certification Regarding Lobbying and Disclosure of Lobbying Activities	Yes	Yes	Yes
Iran Contracting Act of 2010 Compliance Affidavit	Yes	Yes	Yes
Alcohol and Tobacco School Policy	Yes	Yes	Yes
Drug-Free Workplace Certification	Yes	Yes	Yes
Worker's Compensation Certificate	Yes	Yes	Yes
Non-Collusion Declaration	Yes	Yes	Yes
Buy American Certification	Yes	Yes	Yes
Nutritional Fact Labels / Nutritional Specification and Ingredient Sheets	Yes	Yes	Yes
Disaster Contingency Plan	Yes	Yes	Yes
Hazard Analysis Critical Control Point Program (HACCP)	Yes	Yes	Yes
Product Recall Program	Yes	Yes	Yes
Bimbo Bakeries USA	Included all required forms. Insists on a net 30 payment term for schools, and highest overall cost.		
Galasso's Bakery	Included all required forms. Took no exceptions to the terms and conditions. Lowest overall cost for like for like products.		
Gold Star Foods	Included all required forms. Took exceptions to delivery dates and times. Second lowest cost for like for like products.		

HESPERIA UNIFIED SCHOOL DISTRICT



BID # 21/22-004

NUTRITION SERVICES – BREAD AND BAKERY PRODUCTS

PROPOSAL DEADLINE DATE:

WEDNESDAY, FEBRUARY 16, 2022 at 2:00 P.M.

SUBMIT PROPOSALS TO

Paul Lopez, Assistant Director

Purchasing and Facilities

Hesperia Unified School District

15576 Main St.

Hesperia, CA 92345

Phone: (760) 244-4411

Fax: (760) 244-0075

REQUIRED DOCUMENTS

NUTRITION SERVICES - BREAD AND BAKERY PRODUCTS

BID # 21/22-004 - COVER SHEET/CHECK LIST

- Cover Sheet / Checklist
- Bid Form and Certification by Bidder
- Bid Form Price Sheet
- Deviation / Substitution Form (if applicable)
- Addendum (s)
- Suspension and Debarment Certification
- Certification Regarding Lobbying and Disclosure of Lobbying Activities
- Iran Contracting Act of 2010 Compliance Affidavit
- Alcohol and Tobacco School Policy
- Drug-Free Workplace Certification
- Worker's Compensation Certificate
- Non-Collusion Declaration
- Buy American Certification
- Nutritional Fact Labels/ Nutrition Specification and Ingredient Sheets
- Disaster Contingency Plan
- Hazard Analysis Critical Control Point Program (HACCP)
- Product Recall Program

SUBMIT THIS SHEET WITH YOUR BID DOCUMENTS

TABLE OF CONTENTS

Background / Introduction4

Calendar of Events5

Instructions to Bidders..... 6-12

General Terms and Conditions 13-20

Special Provisions.....21

Bid Form and Certification Page 22-24

 Bid Form Price Sheet25-26

 Deviation / Substitution Form27

Attachment A : Site Locations and Delivery Information28

Required Certifications and Forms

 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion29

 Instructions for Certification30

 Certification Regarding Lobbying.....31-34

 Iran Contracting Act of 2010 Compliance Affidavit.....35-36

 Alcohol and Tobacco –Free School Policy37

 Drug-Free Workplace Certification38

 Contractor’s Certificate Regarding Workers Compensation.....39

 Non-Collusion Declaration.....40

 Buy American Certification41

 “ALL FOODS SOLD IN SCHOOLS” Standards42

BID# 21/22-005

NUTRITION SERVICES - BREAD AND BAKERY PRODUCTS

BACKGROUND / INTRODUCTION

Notice is hereby given that the Hesperia Unified School District of San Bernardino County, California, acting through its Governing Board, hereafter referred to as the "District", is soliciting sealed Bids from responsive and responsible Vendors to establish a contract for NUTRITION SERVICES - BREAD AND BAKERY PRODUCTS for the School Nutrition Service Program. This Bid not only includes the purchase of products, but also includes service/ delivery expectations that must be agreed to upon entering into a contract. Products ordered through this bid will be delivered to multiple school sites located throughout the district (See Attachment A). Product descriptions and specifications are included. To be eligible for consideration, sealed bids shall be presented in accordance with the instructions of this solicitation within the timeframe specified herein.

Products included in this bid are approximate quantities used annually by Hesperia Unified School District Nutrition Services Department. All products offered must be new and unused.

The initial term of this contract shall be for a period of one (1) year with four (4) additional one (1) year options to renew the contract, not to exceed five (5) years. The initial one year period will begin July 1, 2022 through June 30, 2023.

The successful bidder shall remain in compliance with all current building codes, as well as address all concerns raised by officials (District, Local, State, and/or Federal).

Any cost associated with the preparation of the Bid shall be borne by the Bidder. The District reserves the right to accept or reject any or all Bids received as a result of this request, to negotiate with any qualified source, to cancel in part or in its entirety this Bid or to waive any irregularities or informalities in any Bids. The District reserves the right to make an award without negotiation. The District may award any, all, or none of this Bid.

Contract award is contingent upon availability of funds. Unless extended by an addendum to the Bid, the due date and time for the receipt of Bids is on or before **Wednesday, February 16, 2022, at 2:00 p.m.** in the Purchasing Department of the Hesperia Unified School District located at 15576 Main Street, Hesperia, CA 92345.

Please submit ONE (1) ORIGINAL COPY and ONE (1) DIGITAL COPY on a FLASH DRIVE and/or EMAIL of the Bid.

All Bids are due no later than 2:00 p.m. on Wednesday, February 16, 2022. Late Bids will be returned unopened. It is the sole responsibility of the Bidder to ensure that their Bid is received on time.

All questions, inquiries, comments, or exceptions to the Bid materials must be submitted in writing to the attention of Paul Lopez via email at paul.lopez@hesperiausd.org no later than Thursday, February 3, 2022 at 2:00 p.m.

- END OF SECTION -

CALENDAR OF EVENTS

Event	Details	Date	Time (Pacific Std)
Bid Advertised	Victor Valley Daily Press and Hesperia USD website	January 26, 2022 & February 2, 2022	N/A
Last Day to Submit RFI/ Questions for Clarification or Explanations	paul.lopez@hesperiausd.org	February 3, 2022	2:00 p.m.
Response to RFI/Questions for Clarification or Explanations sent to vendors	Emailed to Vendors	February 9, 2022	2:00 p.m.
Bids Due	Hesperia Unified School District Purchasing Department 15576 Main Street Hesperia, California 92345	February 16, 2022	2:00 p.m.
Recommendation for Award will be presented to Board	Hesperia Unified School District Board Room, AESC Annex Bldg. C 15576 Main Street Hesperia, California 92345	March 14, 2022	6:00 p.m.

INSTRUCTIONS TO BIDDERS

*****READ THIS DOCUMENT CAREFULLY*****

DO NOT ASSUME THAT THIS DOCUMENT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF THE DOCUMENTS WERE FROM HESPERIA UNIFIED SCHOOL DISTRICT.

1. **DEFINITIONS:**

- a. As used herein, "Bid" means this BID # 21/22-004
- b. As used herein, "District" means the Hesperia Unified School District.
- c. As used herein, "Bidder" "Firm" "Proposer" "Provider" and "Vendor" means the Firm/Service Provider submitting a Bid.
- d. As used herein, "Offer" means the Bid.
- e. As used herein, "Contract" means an associated agreement with the District.

2. **INSTRUCTIONS TO BIDDERS:**

- i. Sealed proposals will be received at Hesperia Unified School District, 15576 Main Street , Hesperia, CA 92345 and shall contain **One (1) original copy and one (1) DIGITAL copy on a FLASH DRIVE** in one package. The package must be clearly labeled "BID # 21/22-004, NUTRITION SERVICES - BREAD AND BAKERY PRODUCTS" and include the legal name, address, Bidder's contact person, and a telephone number on the outside of the package. Proposals received by email shall be emailed to paul.lopez@hesperiausd.org and the subject line of the email shall state "BID # 21/22-004 NUTRITION SERVICES – BREAD AND BAKERY PRODUCTS". **ALL BIDS MUST BE RECEIVED BY NO LATER THAN 2:00 p.m. WEDNESDAY, FEBRUARY 16, 2022.** Bids shall be delivered to the attention of Paul Lopez, Assistant Director, Purchasing and Facilities, Hesperia Unified School District, 15576 Main Street, Hesperia, CA 92345. It is the sole responsibility of the Bidder submitting the Bid to ensure that it is received by the District prior to the deadline time and due date and at the proper location. Unless this Bid is extended by a written addendum, Bids received after 2:00 p.m. on the due date, will not be considered and will be returned unopened. Only bids submitted on District bid forms shall be accepted.
- ii. Fee/Price proposal shall be in a separate sealed envelope and clearly marked "Price Proposal".
- iii. Bid security is not required for BID # 21/22-004, NUTRITION SERVICES - BREAD AND BAKERY PRODUCTS.
- iv. The Bid must be signed in the name of the Bidder and must bear the signature in longhand and in blue or black ink of the person or persons duly authorized to sign the Bid. If the Bidder is a corporation, the signature shall include the printed name and title of the signatory, who has the authority to sign the Bid on behalf of the corporation, below the signature.
- v. Bids shall be completed in full as required by the instructions herein. **A Bid may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind.** A Bid will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the Bid.
- vi. The Bid submitted must not contain erasure, interlineations, or other corrections unless each correction is clearly and conspicuously authenticated by signature in the margin immediately opposite the correction by the authorized person signing the Bid. A Bidder will be bound by the terms and conditions of the Bid, notwithstanding the fact that errors may be or are contained therein. However, if potential material errors are discovered in a Bid, the District will make a reasonable effort to notify the Bidder that the Bid, as submitted, appears to contain errors and provide the Bidder with the opportunity to correct or clarify such potential errors. In the event the District determines that any Bid is unintelligible, inconsistent or ambiguous, the District may reject such Bid as not being responsive.
- vii. A response to any specific item of this Bid with terms such as "negotiable", "will negotiate", or similar may be considered nonresponsive.

- viii. The District may request meeting with the Bidders representative to request answers and clarifications or it may request that the Bidder answer specific questions in writing, or to make a presentation to the District or to its Governing Board prior to any Agreement award.
- ix. The District may reject any or all Bids, and may waive informalities and minor irregularities in Bids received.
- x. All Bids and materials submitted in response to this Bid shall become the property of the District and shall be considered a part of the Public Record and may be disclosed in accordance with applicable law, including the California Public Records Act. Bidder shall have the obligation of marking any information as confidential or proprietary.
- xi. Response to inquiries regarding the status of a Bid must not be made prior to the posting of award recommendation. After bid opening and during the evaluation period, the District will not release any information on the received bids.
- xii. In the event that there are two or more identical lowest or highest bids, as the case may be, submitted to the District, a decision will be made in accordance with Public Contract Code 20117.

3. **PREPARATION AND SUBMISSION:**

- i. Before submitting a Bid, each Bidder is expected to thoroughly examine all documents included in this Bid, including subsequent addendums to the Bid. Bidder should become familiar with any local conditions that may, in any manner, affect the services required. In order to maintain comparability and enhance the review process, it is requested that Bids be organized in the manner specified below. Include all information in your Bid.
 - i. **Coversheet/Checklist:** Review, check the boxes and submit with the Bid, to ensure all required documents are submitted.
 - ii. **Cover Letter:** Indicate the Bid number for which the response is being provided; the name of the firm; local address; the name of your firm's contact person for the purposes of this Bid; the telephone number and fax number of the contact person; and the date. Failure to supply these documents may be considered grounds for disqualification.
 - iii. **Table of Contents:** Include a clear identification of the material by section and page number.
 - iv. **Bid Form:** Review, complete and submit form as part of bid documents.
 - v. **Bid Form Price Sheets:** Include proposed cost for each product listed.
 - vi. **Addendums:** Any addenda issued by the District must be completed, acknowledged and included with your Bid.
 - vii. **Product Recall Program:** A copy of your Product Recall Program must be included with the bid documents.
 - viii. **Food Security and Safety Program:** A copy of your Food Security and Safety Program must be included with the bid documents.
 - ix. **Hazard Analysis Critical Control Point Program (HACCP):** A copy of your Hazard Analysis Critical Control Point Program must be included with the bid documents.
 - x. **Disaster Contingency Plan:** A copy of your Disaster Contingency Plan must be included with the bid documents.
 - xi. **Suspension and Debarment Certification:** The bidders shall execute and include in their Bid a Suspension and Debarment Certification.
 - xii. **Certification Regarding Lobbying and Disclosure of Lobbying Activities:** The bidders shall execute and include in their Bid the Certification Regarding Lobbying and the Disclosure of Activities.
 - xiii. **Iran Contracting Act of 2010 Compliance Affidavit:** The bidders shall execute and include in their Bid an Iran Contracting Act of 2010 Compliance Affidavit.

- xiv. **Alcohol and Tobacco-Free School Policy:** The bidders shall execute the Alcohol and Tobacco-Free School Policy and include with bid documents.
- xv. **Drug-Free Workplace Certification:** The bidders shall execute the Drug-Free Workplace Certification and include with the bid documents.
- xvi. **Workers' Compensation Certificate:** The bidders shall execute and include in their bid a Workers' Compensation Certificate.
- xvii. **Non-Collusion Declaration:** The bidders shall execute and include in their Bid a Non-Collusion Declaration.
- xviii. **Nutritional Fact Labels:** Bidder shall provide copies of labels containing nutritional information for each product.
- xix. **Buy American Certification:** Bidder shall complete, sign and include in their in their bid response.
- xx. **Recent Copy of Health Department Report:** Bidder shall provide a copy of its most recent health department report to validate company complies with the Department of Health inspection requirements in the county where the facility is located.

4. **EXPLANATION TO BIDDERS:**

- a. If a Bidder desires an explanation or clarification of any kind regarding this Bid, the Bidder must make a written request for such explanation. Requests should be submitted via email to Paul Lopez, Assistant Director, Purchasing and Facilities at paul.lopez@hesperiausd.org no later than **2:00 p.m. on THURSDAY, FEBRUARY 3, 2022**. Questions received in writing by the date and time specified will be answered in writing. Paul Lopez, Assistant Director of Purchasing and Facilities, is authorized only to direct the attention of prospective Bidders to various portions of the Bid so that they may read and interpret such for themselves. Neither Paul Lopez nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents. The District will advise all Bidders known to have received a copy of the Bid of the explanation or clarification, either by letter or formal Bid Addenda via postal service, electronic mail, or facsimile as the District may in its sole discretion deems appropriate.
- b. If a Bidder discovers any error such as an ambiguity, conflict, discrepancy, omission, or other error in the Bid, then the Bidder shall immediately notify the District in writing. Submittal of a Bid without request for clarification shall be incontrovertible evidence that the vendor has determined that the specifications are sufficient for responding to the Bid and completing the job; and that vendor is capable of following and completing the job in accordance with the project specifications.
- c. If necessary, an addendum may be created and processed.

5. **ADDENDUMS:**

- a. Bidders are advised that the District reserves the right to amend this Bid at any time. Addendums will be done formally by providing written addenda to all potential Bidders known by the Purchasing department to have received a copy of the Bid. If in the sole and absolute discretion of the District, the change is of such nature that additional time is required for Bidders to prepare Bids, the District will change the due date deadline and notify all known Bidders in writing of the revised deadline due date. Any addendum(s) to this bid will be posted on the District website at: www.hesperiausd.org, it is the sole responsibility of the bidder to check the District website for addendum postings.
 - i. Bidders must acknowledge receipt of any and all Bid addendums. This shall be done by the following means:
 - 1. By signing and returning a copy of the issued addenda with the bid documents
 - And/Or;
 - 2. By initialing, the appropriate "**Acknowledgement of Addendums**" block in the "**BID FORM**" section of this Bid.

- ii. The acknowledgement of receipt of an addendum must be received by the Purchasing department prior to the hour, and date specified for receipt of Bids. Failure to acknowledge receipt of addendums may result in rejection of a Bid.
- iii. Copies of any addendums will be made available for inspection at the District's Purchasing Department where Bid documents will be kept on file.
- iv. No addenda will be issued later than three (3) calendar days prior to the date for receipt of Bids except addenda withdrawing the request for Bids or one, which includes postponement of the date for receipt of Bids.
- v. No verbal or written information, which is obtained other than by information in this document or by an addendum to this Bid, will be binding on the District.

6. **SUBMITTING BIDS:**

Telegraphic and facsimile Bids and modifications will **NOT** be considered. No vendor may submit more than one Bid. By submitting a Bid, the prospective vendor represents that it has thoroughly examined and become familiar with the work required under this Bid and that it is capable of providing the equipment, products and/or services necessary to achieve the District's goals and objectives for the project.

7. **SUBMISSION OF ELECTRONIX PROPOSALS VIA EMAIL**

During the COVID-19 pandemic, the District is **temporarily** accepting the submission of bid responses electronically via email to paul.lopez@hesperiausd.org, in lieu of a hard copy bid responses, though these will still be accepted. The subject line of the e-mail shall contain the following:

BID # 21/22-004 – NUTRITION SERVICES – BREAD AND BAKERY PRODUCTS

8. **MODIFICATION OR WITHDRAWL OF BID:**

Any Bid may be withdrawn, solely by written request, at any time prior to the scheduled closing time for receipt of Bids. All requests for the withdrawal of a Bid must be accompanied by proof acceptable to the District, which authorizes the individual requesting the Bid withdrawal to so act on behalf of the vendor. If a change to a Bid that has been submitted is desired, the submitted Bid must be withdrawn and the replacement Bid submitted to the District prior to the scheduled deadline for submittal of Bids.

Changes or additions to the Bid request, alternative Bids or any other modifications of the information requested by this Bid, which is not specifically called for in the Bid, may result in the District's rejection of the Bid.

9. **LATE BIDS:**

No late Bid or Bid modification received after the due date and time deadline will be considered.

10. **BID AWARD:**

- a. The District will award the Bid to the most responsive and responsible Bidder whose Bid is determined to be the most advantageous to the District. The District reserves the right to award to one, or to multiple vendors, and may award any, all or none of this bid. If there is a discrepancy between the unit price bid and the extended price, unit prices shall prevail.
- b. The District reserves the right, before awarding the contract, to require Bidder(s) to submit or provide evidence of qualifications or any other information the District may deem necessary
- c. The District reserves the right, prior to award, to cancel the Bid or portions thereof, without penalty.
- d. The District reserves the right to: (1) accept the Bid of any or all items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.
- e. The District will award the Bid to the responsive and responsible Bidder(s) whose Bid is most advantageous to the District. In determining the most advantageous Bid, consideration will be given

not only to the financial standing but also to the general competency of the bidder for the performance of the services. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidders' experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors, which could affect the bidders' performance of the services.

- f. The District may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards. Operating cost, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations, as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder to perform the services to the District's satisfaction within the prescribed time.
- g. Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the Bid will be considered sufficient notice of acceptance of Bid.

11. PAYMENT TERMS AND INVOICING:

- a. Unless otherwise agreed, the District will pay properly submitted vendor invoices within forty-five (45) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order. Monthly billing by site and consolidated by product is required. Invoices are required to include delivery site, date of delivery, product name, quantity, unit size, and unit price. Invoice must be signed by the individual receiving the merchandise and left for the site manager/lead. An invoice signed is required in order for the invoice to be processed for payment. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner. Statements for all goods purchased within a calendar month shall be made available on an individual school/site basis. Statements should be sent by the fifth (5th) of the month following the month of purchase to the Nutrition Services Department located at: 11176 G Ave., Hesperia, CA 92345.
- b. The District makes no representations that an agreement will be awarded to any prospective vendor responding to this Proposal.

12. LOBBYING:

- a. OFFERORS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS BID UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED AT THE DISTRICT OFFICE. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.
- i. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of a board member or District personnel after release of the Bid and prior to the Board's vote on the award of this contract.
- ii. Any Bidder who is adversely affected by the recommendation award may file a protest within the time prescribed per the District's protest policy. Failure to adhere strictly to the rules pertaining to protests will result in summary dismissal by the Purchasing Department. Additionally, any Bidder who is adversely affected by the recommendation award may address the school board at a regularly scheduled board meeting.
- iii. Any Bidder or any individuals that lobby on behalf of Bidder prior to the Board's vote on the award of this contract will result in the rejection and/or disqualification of said Bid.

15. BRAND NAME SPECIFICATIONS:

- a. Brand name specifications are included for descriptive purposes, to indicate the quality, design and/or utility desired and are not intended to preclude any vendor from bidding who can substantially meet those specifications. Brand names and model numbers where specified have

been shown due to existing standards. Bidders may propose a product whose brand is **of equal** make, model or type to those specified herein, but each deviation from the specifications must be set forth in detail.

- b. For optional equipment, any other brands offered as “equal” shall be accepted only after being reviewed by the District and proven that their capabilities meet District needs.
- c. If Bidder does not indicate that they are proposing an item other than that specified, it is understood and agreed that they will be furnishing the item(s) as specified.

16. **DEVIATIONS FROM BID TERMS AND CONDITIONS:**

- a. Should the bidder wish to request any substitutions and/ or deviations, the bidder shall submit with the bid, at a minimum, descriptive technical literature (manufacturer's specifications and a picture of the specific items), marked with the appropriate bid item number and fully describe the claimed “or equal” product. Suitability and valuation of “equals” rest in the sole discretion of the District. If the material, product, process, service, or equipment offered by the bidder is not, in the sole opinion of the District, substantially equal or better in every respect to that specified, and is rejected by the District, then the bidder expressly understands and agrees that bidder shall furnish the material, process, service, or equipment specified by the District.
- b. Bids will only be considered if the proposed products meet the minimum requirements and conform to the specifications set forth in these bid documents. Whenever brand names are used, they are used as specifications only. The intent is to indicate quality standards and is presumed to be followed by the words “OR EQUAL.” Any variances from the specified items must be clearly noted on the bid, otherwise the product will be assumed to be “as specified” – the exact product listed in the bid document. Substitutions and or deviations that meet or exceed the specifications are acceptable. Products not meeting the criteria as determined solely by the District will be cause for the rejection of the Bid Response, or product.
- c. It is the bidder’s responsibility to demonstrate equivalency of proposed products. The District has the discretion to request, and test, product samples prior to the award of the bidder. The District reserves the right to reject all bids that do not conform to the specifications.

17. **SAMPLES:**

- a. For evaluation purposes, samples may be required. If requested by District, samples must be delivered to the District at the bidder’s expense. **All Samples must be tagged to identify bidder, bid number, and item number.** Any sample(s) that are not be provided by the listed bid opening date and time may not be considered for award. Samples must be delivered to: **11176 G Ave, Hesperia, CA, 92345, Attn: Nutrition Services Director, David Carochi.**

18. **NON –APPROPRIATED FUNDS:**

- a. The Bidder hereby agrees and acknowledges that monies utilized by the District to fulfill bid requirements is public money appropriated by the State of California is or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time due to non-availability or non-appropriation of sufficient funds.

19. **BID QUANTITIES:**

- a. **The quantities listed herein are estimates. The District reserves the right to order more, less or none of the quantity indicated or to withdraw a line item or the entire Bid.**

20. **SALES TAX:**

- a. The District is subject to California sales and use tax, but **DO NOT** include sales tax/use tax in your bid.

21. **VALIDITY OF FIRM BID:**

- a. Each Bid must be a firm irrevocable offer, and remain open and valid for District acceptance for 90 days from submittal date.

22. **REFERENCES:**

Bidders shall list a minimum of three (3) references where bidder has successfully provided the similar type (s) of good and services to another public entity, district or firm at the similar size and scope as Hesperia Unified School District that has been or is currently being serviced by your company. All references shall include full district/ firm name, address, phone number, management contact, and description of work completed.

23. **PIGGYBACKABLE CLAUSE:**

For the term of the contract and any mutually agreed extensions pursuant to this bid, at the option of the successful bidder, other school districts and community college districts, any public corporation or agency, including any county, city or town within the State of California, may procure identical items off this bid under the same terms and conditions stated in this bid pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code. Acceptance or rejection of this provision will not affect the awarding of this bid. This District waives its right to require such other District's and Agencies to draw their warrants in the favor of the District as provided in said code sections.

OPTION GRANTED _____

OPTION NOT GRANTED _____

- END OF SECTION -

GENERAL TERMS AND CONDITIONS

1. **BID TERM:**

- a. The terms of this contract shall be effective beginning on a date to be determined upon award by the Board through June 30, 2023 and may, at the sole discretion of the District, be renewable for four (4) additional one (1) year periods, for a period not to exceed five (5) years; in accordance with provisions contained in Education Code Section 17596. The District, through the Purchasing Department, will, if considering renewing, send a letter of intent to the awardee(s) prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee(s) will be notified when the recommendation has been acted upon and approved by the Assistant Superintendent of Business Services on behalf of the Hesperia Unified School District.
 - i. Any extension made shall be the same terms, conditions, and pricing per item, except where a bona fide increase has taken place. See items 5 and 6 of this section for additional details.

2. **SOLE JUDGE:**

- a. The District will be the **sole judge** of the merits and qualifications of products AND the ability of the vendor to meet District requirements, The District will be the sole judge as to whether the products are, in fact, substantially equal to the specifications set forth herein and whether any deviations are acceptable to the District.

3. **CANCELLATION OF AWARD/TERMINATION:**

- a. In the event any of the provisions of this Bid are violated by the Bidder, the District will give written notice to the Bidder stating the deficiencies and unless these deficiencies are corrected within ten (10) days, recommendation will be made by the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by the law.
- b. The District reserves the right to terminate any contract resulting from this Bid, at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. This paragraph does not relieve the District of its responsibility to pay for services or goods provided or furnished to the District prior to the effective date of the termination.
- c. The Bidder will have the option to terminate the contract upon written notice to the Director of Nutrition Services and Director of Purchasing. Such notice must be received at least ninety (90) days prior to the date of termination.

4. **DEFAULT:**

- a. Cancellation of contract of awardee may result in the removal from the Districts Bidders list for a period of three (3) years.

5. **PRICING:**

- a. **Unit prices bid shall be effective/remain firm for the period of one (1) year after award**, with the anticipated start date of July 1, 2022. Prices shall include all vendor indirect and overhead costs, including profit, and ancillary expenses, such as: freight, pick-ups, storage costs, fees, delivery, etc. No additional shipping costs fees or surcharges are to be added later. It is understood that products may be ordered up to the last day of the covered term; products should be received within 30 days thereafter. Unit prices shown on the Bid shall be the price per unit of sale as stated on the price sheet or contract. For any given item, the quantity multiplied by the unit price shall establish the extended or total price; the unit price shall govern in the Bid evaluation and contract administration.

6. **PRICE ESCALATION:**

- a. The awarded Bidder will hold the proposed pricing for the initial year of the contract. The awarded Bidder will be allowed to adjust prices after the initial year upon presentation of suitable proof of a price increase from a supplier or processor or valid Market resource. Written notice shall be sent to the Director of Nutritional services and Director of Purchasing including proof of the price increase. No increase to the price will be allowed within sixty (60) days of the initial notice submitted to the District. Any price change will be subject to mutual agreement by both parties.

The successful bidder must substantiate such price increases by providing documentation that is acceptable and to the complete satisfaction of the District in order to justify the increase.

7. **PRICE DECREASES:**

- a. Bidders are required to pass price reductions immediately through to the Hesperia Unified School District as market prices drop for these products throughout the duration of the bid award and any extensions. In addition, the District reserves the right to extend this bid for additional years under any price decreases provided by the successful bidder if it is in the best interest of the District.

8. **SUBSTITUTIONS OR BACK ORDERS:**

- a. Any such substitutions will be accepted only if the Nutrition Services Director and management team determines them to be equal in all respects to that specified in the bid. If the Nutrition Services Director requests samples in order to make the determination on whether the substitution is as equal, the samples shall be submitted in accordance with Section 17 SAMPLES, of the INSTRUCTIONS TO BIDDERS.

9. **MINIMUM/MAXIMUM QUANTITIES:**

- a. The District does not guarantee that a minimum or maximum amount will be purchased; the District will not consider a bid to be responsive to this solicitation if a minimum or maximum quantity purchase is required by the bidder. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures.

10. **ORDERING:**

- a. Bidder will have an active online website accessible to District to allow online ordering, access to run velocity reports, access to specification sheets, nutritional specifications, and ability to add and delete items from order up to one (1) day prior to delivery. For the administrative office only the ability to look up items and request new items not included on bid. Bidder to provide order confirmations within one (1) business day of receiving orders. Bidder shall include detailed ordering instructions with Bid. Orders will be placed per site according to their needs. Sell-by, Use-by, or expire-by dates must be at least six (6) days out from date of delivery.

11. **MERGERS, ACQUISITIONS, OR BUYOUTS:**

- a. In the event that the successful bidder sells the company or merges with another company, current contract conditions must remain the same as awarded. Contracts will not be renegotiated due to a merger, acquisition, or buyout.

12. **DELIVERY AND SERVICE:**

- a. Proposed price shall be FOB destination to various sites per Attachment A to Hesperia Unified School District. All products and services are subject to final inspection and acceptance by the District. Upon placement/ receipt of an order, the successful bidder shall deliver materials within a Five (5) calendar days maximum period unless other delivery times or arrangements have been agreed upon by the District and vendor. Awarded Bidder will be held responsible for following-up, or if necessary, estimating an order to ensure complete and on-time deliveries for all sites. District will not be held responsible for excess inventory ordered by Bidder on behalf of District. The goal is to order all items from one source and to receive complete orders without multiple deliveries or drop shipments for a majority of the orders. ***DELIVERIES WILL NOT BE ACCEPTED ON SATURDAYS OR SUNDAYS.** Deliveries will not be to one central location. Delivery locations are provided on Attachment A. Late deliveries and/or deliveries made outside of the time and hours provided on Attachment A will be subject to liquidated damages determined by the District. Excessive* late deliveries will allow the District to charge \$100.00 per late delivery. (*Excessive will

be determined as more than 8 late deliveries throughout a twelve (12) month fiscal year (July1 through June 30).

13. POSTPONEMENTS/ DELAYS:

- a. The successful bidder must have a contingency plan in place for immediate recovery should a truck breakdown or other delay(s) occur during any delivery day. If a delay occurs, the successful bidder will be responsible for contacting the District's Nutrition Services Department affected by the delay. It is requested that the successful bidder meet with the Nutrition Services Department Director to outline the proposed delivery routing prior to implementation or upon a change in routes or delivery days.

14. LOADING DOCKS:

- a. Loading docks are located at the following sites: Nutrition Services Warehouse, 11176 G Ave., Hesperia CA, 92345. There shall be no additional charges for sites without a loading dock.

15. BAKERY RACKS:

- a. Empty bakery racks must be picked up with each delivery.

16. DISCONTINUED ITEMS AND PRODUCT SUBSTITUTION

- a. Successful bidder(s) are required to immediately notify Hesperia Unified School District's Director of Nutrition Services when manufacturers have discontinued awarded line item(s). Official notification must be in written format via USPS, fax, or e-mail referencing the bid number and line item number with written proof from the manufacturer of the discontinued item. A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price. Successful bidder (s) shall provide substantiating information when requesting consideration of a substitution as an equal. Office notification must be in written format via USPS, fax, e-mail referencing the bid number and the line item number.

17. PENALTIES

- a. Federal and State meal reimbursement lost to the District due to late and/or missed deliveries will be deducted from the payment made to the successful bidder.

18. DAMAGE TO DISTRICT PROPERTY

- a. The successful bidder shall be fully responsible for any damage to District property caused by its employees. Repairs or replacement, at the option of the District, shall be made by the successful bidder or by the District and charged to the bidder.

19. SAFETY REGULATIONS

- a. All items proposed in response to this bid must conform to the Safety Order of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at the time of bid. Bidders shall comply with all local, state and federal regulations, directives and laws. Bidder(s) receiving awards of items subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations, must submit to the District, Material Safety Data Sheets (MSDS) for those items, when requested.

20. HAZARDOUS MATERIALS/SUBSTANCES:

- a. If any product that will be delivered or supplied to the District as a result of this bid is listed in the Hazardous Substances list of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the vendor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.

21. PRODUCT RECALL:

- a. The successful bidder shall have a product recall system in place that notifies the District within 24 hours of the product recall, place inventory on an on-hold status in a manner that the product cannot be issued to the District, and facilitate product clearance. Awarded bidder will be expected to facilitate product clearance in the event of a recall by USDA, FDA, or other. Vendor shall request, compile, and verify, on the District's behalf, letters directly from any potentially applicable product manufacturers (on manufacturer letterhead) certifying the specific lot numbers are not sourced and/or confirming that the District has not received any affected product(s). No potentially affected product will be served by the District until specific, written clearance has been received. As unnecessary delay of clearance letters may disrupt District menu and distribution scheduling, timely response and continued follow-up is critical.
- b. The successful bidder shall bear the cost incurred by the District resulting from product recall, including but not limited to, any cost initially incurred for storage and transportation; pickup, transportation and storage of recalled product(s); and price differential for replacement product, if necessary and approved by the District. Payment or credit for all cost directly related to product recall shall be made with 30 days.

22. **“BUY AMERICAN” PROVISIONS:**

- a. Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the “Buy American” provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, bidder's offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased. Awarded bidder will be required to provide information on products origin. Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program (SP-24-2016) (7 CFR 210.21(D)).

23. **PACKAGING:**

- a. Cases and packages shall be constructed as to ensure safe and sanitary transportation to designated point(s) of delivery. All packaging material shall be FDA approved to meet all applicable State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

24. **PEST CONTROL:**

- a. The District reserves the right to request verifiable evidence of pest control treatment. Any product delivered must have an audit trail that clearly demonstrates appropriate handling and storage practices for food items and related products, this will include providing proof of established sanitation procedures and an active pest control program to assure proper information.

25. **DELIVERY OF DAMAGED/ UNACCEPTABLE PRODUCTS:**

- a. District reserves the right to request credit for damaged goods upon Nutrition Services' Employee inspection. District reserves the right to refuse complete shipments if there is any evidence of damaged product, product quality failure, including, but not limited to, off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture,. Damaged or dented goods/containers will not be accepted. Credit will be required on damaged or unacceptable products. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credit shall be issued within seven (7) calendar days. Continued shortages or substitutions will be grounds for termination of this agreement.

26. **KEYS:**

- a. The successful bidder may be provided gate key(s) for entry into specified school sites. Key holders shall immediately report any lost, missing, stolen or damaged keys to Nutrition Services. Key holders shall take measures to protect and safeguard any facility keys issued to them or in their name. Persons entering locked buildings or spaces are responsible for re-securing all doors. In the event that the facility key(s) are lost, stolen or damaged, all replacement key(s), re-keying of locks and any other related charges will be paid by the key holder per incident.

27. **INSPECTION OF FACILITIES:**

- a. As a part of the evaluation process, the District reserves the right to inspect the facilities of the bidder prior to the award of a contract and during the contract period at any time during normal business hours upon prior notice. After such inspection, if a representative of the District determines the bidder may not be capable of providing proper and satisfactory service/product to the District, the bidder may not be considered for an award. Bidder may also be required to show evidence of its ability to furnish standard material from identified manufacturer(s). Should the Bidder vacate an approved facility, a re-inspection will be required under the same conditions for the new facility.

28. **LEGAL REQUIREMENTS:**

- a. It shall be the responsibility of the Bidder to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Bidder(s) will in no way be a cause for relief from responsibility.
- b. Bidder(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- c. All materials, equipment, and supplies provided to the District must fully comply with all safety requirements and all applicable OSHA Standards. Bidders shall comply with all local, state and federal regulations, directives and laws.

29. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:**

- a. To the fullest extent permitted by law, the awarded Bidder shall agree to, in addition to any other obligations, indemnify and hold harmless the District, its elected officials, officers, agents, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged:
 - i. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Bidder, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of work; or
 - ii. Violation of law, statute, ordinance, governmental administration order, rule regulation, or infringement of patent rights by contractor in the performance of work; or
 - iii. Liens, claims, or actions made by the Bidder of any subcontractor or other parties performing the work.
- b. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Bidder of any subcontractor under worker's compensation acts; disability benefit act, other employee benefit acts or any statutory bar.
- c. Any costs or expenses, including attorney's fees, incurred by the District to enforce this agreement shall be borne by the Bidder.

30. **INSURANCE:**

- a. Bidder must provide the District, within ten (10) days from the written notice of award of the contract, the following written proof of current coverage by the Bidder's insurance. **THE DISTRICT SHALL BE NAMED AS AN ADDITIONAL INSURED AND SHALL BE MAINTAINED DURING THE LIFE OF THE CONTRACT.**

Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the District's Purchasing Department and approved prior to start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

- i. **Commercial General Liability:** Awarded Bidder (s) shall procure and maintain, for the life of the contract/agreement, Commercial Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract/agreement. It must be an occurrence form policy. The following coverage's are required:
 1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage.
 2. Automobile Liability: \$1,000,000 combined Single Limit for owned, hired and non-owned auto.
- ii. **Workers Compensation Insurance:** In accordance with the provisions of Section 3700 of the Labor Code, CONTRACTOR shall secure the payment of compensation to his employees. Contract shall sign and file with the DISTRICT upon award the enclosed certificate prior to performing the work under this contract.
 1. Statutory coverage in accordance with the laws of the State of California.
 2. Employer's Liability with limits of not less than \$1,000,000 bodily injury each employee/each accident. Policy limits \$1,000,000.

31. **PUBLIC RECORDS LAW:**

- a. All Bid documents or other materials submitted by the Bidder in response to this Bid will be open for inspection by any person and in accordance with California Statutes.

32. **RIGHT TO AUDIT**

- a. The District reserves the right to audit only the invoices and pricing index for Hesperia Unified School District, during the term of the contract and for one year following the end of the contract.

33. **COST INCURRED IN RESPONDING:**

- a. All costs incurred or indirectly related to Bid preparation, representation or clarification shall be the sole responsibility of and borne by the Bidder. Bidder shall not include any such costs as part of the price as proposed in response to this Bid.

34. **INDULGENCE:**

- a. Indulgence by the District on any non-compliance by the Bidder does not constitute a waiver of any rights under this Bid.

35. **ASSIGNMENT OF CONTRACT AND/OR PAYMENT:**

- a. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Bidder without the written consent of the District.

The Bidder herein shall not assign payments under this contract or agreement without prior written consent of the District.

36. **DISASTER CONTINGENCY PLAN:**

- a. Copy of bidder's Disaster Contingency Plan required to be submitted with this bid.

37. **NUTRITIONAL REQUIREMENTS, INFORMATION AND LABELING:**

- a. Successful Bidder shall be required to provide a complete nutrient analysis of some products as requested by the District. The nutrient information may be obtained from an independent laboratory at Bidder's expense.
- b. The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm) saturated fat (gm), trans fat

(gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg) and sugar content.

- c. Bidder shall notify the Nutrition Services Department whenever there is a product/ingredient change in any item provided to the district. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Nutrition Services Department. All items must meet nutritional requirements of the USDA Child Nutrition Program.

38. **NSLP AND SBP REGULATIONS:**

- a. Foods that qualify as whole grain rich for the school programs are foods that contain 100% whole grain or contain a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50% is whole grain. Whole grain rich products must contain at least 50% whole grains and the remaining grain, if any must be enriched. As provided for NSLP and SBP, grain products must be credited using the oz. equivalent method. As specified in section School Lunch and Breakfast Whole Grain Rich Ounce Equivalency (oz eq) requirements for School Meal Programs, group B.

39. **DISABLED VETERAN BUSINESS ENTERPRISES:**

- a. Compliance with Disabled Veteran Business Enterprise (“DVBE”) contracting goals may be required for this project. Minority, women and disabled veteran contractors are encouraged to submit bids.

40. **GOVERNING LAW:**

- a. The final contract between Bidder and District shall be governed by California law.

41. **CERTIFICATIONS**

- a. The bidder shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

The bidder shall comply with all applicable standards, orders, or regulations issued, including:

- b. **Clean Air and Water Act:** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) list of violation Facilities. The contractor will immediately notify the District of the receipt of any communication indicating that any of Contractor’s facilities are under consideration to be listed on the EPA List of Violating Facilities.
- c. **Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15, et seq.** (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the bidder agrees not to use a facility listed on the EPA’s List of Violating Facilities
- d. **Debarment Certification**
The USDA Certification Regarding Debarment must accompany each subsequent two (2) additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- e. **Lobbying**
The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 CFR Part 3018) must accompany each renewal (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

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

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

- g. **Contract Work Hours and Safety Standards Act Compliance:**
<https://www.dol.gov/whd/govcontracts/cwhssa.htm>

In performance of this Bid, the bidder shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act

- END OF SECTION –

SPECIAL PROVISIONS

1. Nutrition Guidelines are based on current Federal and State guidelines and are subject to change during the term of the Contract.
2. A complete nutritional fact label for one (1) individual serving including all ingredients and major food allergens used on the preparation of the product will be required. Information regarding school meal pattern requirements met by each product must be provided with the bid at opening. Products must specify zero grams of trans-fat per serving (Public law no. 111-296, Healthy, Hunger-Free Kids Act of 2010).
3. The District reserves the right to add or remove other bread or bakery products as may be needed throughout the term of this contract. The District may add or remove site locations as necessary.
4. All deliveries are to be to the designated storage area at each school location (See Attachment "A") during the hours indicated on the list.
5. No deliveries are to be made during school holidays and vacations; and no delivery on Saturday and Sunday.
6. Delivery slips are required with every delivery, and each delivery slip must be signed by the Site Supervisor or their designee, and a copy shall be left at the individual schools.
7. The set-up of orders and delivery times may vary per school. Successful bidder(s) must work with the Nutrition Services Department and/ or school sites on both set-up and delivery.
8. The successful bidder(s), if requested, shall be responsible to provide on-site training to school personnel in proper food service handling techniques for dispensing your product.
9. The District reserves the right to inspect the plant and facilities of the Bidder prior to or after award of contract. The Bidder must display a valid County Health Department permit. **A recent health department report will be required to be submitted at the time of the bid opening.**
10. The successful bidder must have a Hazard Analysis Critical Control Point Program (HACCP) for all areas of service and products including but not limited to; purchasing, receiving, holding, storage, transportation and delivery. All Bidders must provide copies of their HACCP certification records at the time of the bid submission.
11. The storage, preparation, handling, and delivery of the food products shall comply with all applicable health and safety laws and regulations. The successful Bidder shall immediately notify the District in writing of any potential disease, illness, or recalls associated with the food product which stem from improper procedures or defective food product.
12. Products and packaging stated herein shall be produced under sanitary conditions; the plant shall meet sanitary requirements of Federal, State and City agencies.
13. Food delivered individually-portioned, packaged and labeled for sale must have an ingredient label which lists allergens, if any, and MSG. Packaging must include a tamper-proof seal.
14. If requested the bidder must provide the District with a sample container, wrap and/or packaging to be used. Product name and brand/ logo clearly displayed on the package.

Out of Date products are to be promptly removed and replaced as requested at no cost to the District.

BID FORM

BID # 21/22-004 NUTRITION SERVICES BREAD AND BAKERY PRODUCTS

Name of Bidder: _____

To: Hesperia Unified School District, acting by and through the Governing Board, herein Called the "DISTRICT."

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Introduction/ Background, Calendar of Events, Instructions and Conditions, Bid Form, Bid Form Price Sheet, Non-collusion Declaration, all insurance requirements, General Terms and Conditions, Technical Specifications, Certification regarding debarment, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

BID # 21/22-004 NUTRITION SERVICES BREAD AND BAKERY PRODUCTS

All in strict conformity with the Bid Documents, including Addenda Nos. and/or Amendment Nos., on file at the office of the **Hesperia Unified School District** for the sums as set forth in this Bid Form.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the **Hesperia Unified School District** the Agreement and will also furnish and deliver to the **Hesperia Unified School District** certificates and endorsements of insurance, the Workers' Compensation Certificate, and any other required documentation, within five (5) working days of the notice of award of the contract.

4. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder stated below in Section 5.

5. The name(s) of all persons interested in the bid as principals are as follows:

Name	Address	Phone/ Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the bid documents and that such licenses and permits will be in force and effect throughout the Agreement.

7. The bidder, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been approved for regular commercial use.

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the

Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

10. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT that is sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

11. Time is of the essence. Bidder must ensure that orders are delivered/ received by the District in an acceptable amount of time.

12. The required non-collusion declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

13. The required Certification regarding debarment is attached and as required by Public Contract Code Section 6109. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically non-responsive.

Failure to complete the Bid Form and Bid Form Price Sheet in its entirety will render a bidder nonresponsive. If a vendor so chooses to not bid on an item, the vendor must write "No Bid" in the unit price.

14. Bid prices are to include delivery, F.O.B. Hesperia Unified School District, assembly, and any required installation.

15. List of References

Please provide references of school districts and/or any public agencies that bidder has contracted with to provide furniture and equipment services.

1. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Work: _____

2. Name _____

Address and Telephone: _____

Contact Person: _____

Description of Work: _____

3. Name: _____
 Address and Telephone: _____

 Contact Person: _____
 Description of Work: _____

16. Acknowledgement of Addendums:

The Bidder acknowledges receipt of addendums to Bid # 21/22-004.

<i>Addenda Number</i>						<i>Initial Here</i>
<i>Date</i>						

17. Certification by Bidder:

I hereby certify that I am able to commit the firm to the Bid submitted.

 Date

 Company Name

 Authorized Signature

 Print Name

 Title

 Street Address

 City State Zip Code

 Telephone Number

 Fax Number

If you are submitting a proposal as a
 corporation, please provide your corporate
 seal here:

BID FORM PRICE SHEET
BID # 21/22-004 NUTRITION SERVICES BREAD AND BAKERY PRODUCTS

Product specifications are based on products and pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available. Some specific brands and specifications shown have been established by the District based on the District's research and expertise, popularity of the item, and/or brand name recognition. The District's Nutrition Services Department Director will be the sole judge as to whether such alternate or "equal" products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District.

Line Item No.	Product Item # or Code	Product Description	Pack Size	Estimated Annual Usage	Bid Package/Loaf Price for 2022/2023	Extended Price
1		White Wheat Steak Roll, Hinged 6"	12 per Package	2800 Packages		
2		White Wheat Hamburger Bun, 4"	12 per Package	48,000 Packages		
3		White Wheat Hot Dog Bun, 6"	12 per Package	5000 Packages		
4		100% Whole Wheat Sliced Loaf Bread, 24 oz. 22 slices	24 oz. per Loaf	1000		
5		White Whole Wheat Dinner Roll, 2 oz.	12 per Package	14,000 Packages		
6		Tortilla, Fresh, Whole Grain Flour 10"	2 dozen per Package	500 Packages		
7		Tortilla, Fresh, Flour 8" Whole Grain Flour	2 dozen per Package	500 Packages		
9		Croissant, 6"	12 per Package	200 Packages		
10		Tortilla, Fresh, Whole Ground Corn, 4"	3 dozen per Package	200 Packages		

The undersigned has read the specifications, instructions and conditions, and all supplementary conditions or instructions included herein, is familiar with and understands the provisions and proposes and agrees to furnish and deliver the goods and/or services in strict accordance with these specifications, instructions, conditions and provisions, and the prices quoted herein:

I certify that I have read and fully understand the intent of this BID No. 21/22-004 NUTRITION SERVICES - BREAD ANND BAKERY PRODUCTS. We certify that we have adequate resources to fulfill the bid requirements. We further understand that our ability to meet the criteria and provide the required services shall be judged solely by the District.

We further certify that, since the receipt of this Bid, no contact, discussion, or negotiation has not been made nor will be made regarding this bid for BREAD AND BAKERY PRODUCTS with any District employee or Board Member other than the listed contact person in the Bid. We understand that any such contact could disqualify this proposal.

We further certify that we are properly licensed to conduct business within the scope of this Bid, in the State of California.

We certify that all requirements and addenda contained herein shall be considered part of the entire Bid response and that the complete document submitted shall be considered a legally binding document.

Name of Firm _____

By _____

SIGNATURE AND TITLE

Printed Name _____

Address _____

Phone _____

Email _____

- END OF SECTION-

DEVIATION/SUBSTITUTION FORM

Line Item No.	Substitute Product Item # or Code	Substitute Product Description	Substitute Brand	Case, Pack or Unit Size	Bid Unit Price	Extended Price

**ATTACHMENT A
SITE LOCATIONS AND DELIVERY INFORMATION**

SCHOOL SITE	DELIVERY ADDRESS	DELIVERY DAYS	DELIVERY TIMES
NUTRITION SERVICES WAREHOUSE	11176 G AVE., HESPERIA, CA 92345	TUESDAY AND FRIDAY	6AM-10AM
CEDAR MIDDLE SCHOOL	13565 CEDAR ST, HESPERIA, CA 92345	TUESDAY AND FRIDAY	6AM-10AM
HESPERIA JUNIOR HIGH SCHOOL	10275 CYPRESS AVE., HESPERIA, CA 92345	TUESDAY AND FRIDAY	6AM-10AM
RANCHERO MIDDLE SCHOOL	17607 RANCHERO RD., HESPERIA, CA 92345	TUESDAY AND FRIDAY	6AM-10AM
HESPERIA HIGH SCHOOL	9898 MAPLE AVE., HESPERIA, CA 92345	TUESDAY AND FRIDAY	6AM-10AM
OAK HILLS HIGH SCHOOL	7625 CATABA RD., HESPERIA, CA 92345	TUESDAY AND FRIDAY	6AM-10AM
SULTANA HIGH SCHOOL	17311 SULTANA AVE., HESPERIA, CA 92345	TUESDAY AND FRIDAY	6AM-10AM

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

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION REGARDING LOBBYING

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

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

Name of Food Service Management or Food Service Consulting Company:		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

**California Department of Education School Nutrition Programs Unit
Child Nutrition and Food Distribution Division April 1998
Approved by OMB
0348-0046**

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

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

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No: (_____) _____

Date: _____

Federal Use Only:

Authorized for local
reproduction
Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

(FORM MUST BE SUBMITTED WITH THE BID)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC §2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three- year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and Federal ID Number if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

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

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	Date Executed

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	Date Executed

-End of Section –

ALCOHOL AND TOBACCO-FREE SCHOOL POLICY
(FORM MUST BE SUBMITTED WITH THE BID)

In the interest of public health, the Hesperia Unified School District provides an alcohol and tobacco-free environment. Smoking or the use of any tobacco products and/or alcoholic beverages are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of the Alcohol and Tobacco-Free School Policy and hereby certify that my employees and I will adhere to the requirements of the policy.

Name of Contractor

Signature

Date

DRUG-FREE WORKPLACE CERTIFICATION
(FORM MUST BE SUBMITTED WITH THE BID)

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

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

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

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

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

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

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

CONTRACTORS CERTIFICATE REGARDING WORKERS' COMPENSATION
(FORM MUST BE SUBMITTED WITH THE BID)

I hereby affirm, under penalty of perjury, one of the following declarations:

I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Section 3700 of the Labor Code, for the duration of any business activities conducted for which this license is issued.

I have and will maintain workers' compensation insurance, as required by Labor Code Section 3700, for the duration of any business activities conducted for which this license is issued.

My workers' compensation insurance and policy number are:

Carrier _____

Policy Number _____

I am exempt from the requirement to obtain workers' compensation insurance under California Business and Professions Code Section 7125(b).

You must check only one of the following boxes:

I do not employ anyone in the manner subject to the workers' compensation laws of California

I am an out-of-state contractor, and I do not hire employees who reside in California. (You must provide a certificate of insurance from your workers' compensation insurance carrier.)

I certify that in the performance of any business activities for which this license is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall comply with the provisions of Labor Code Section 3700.

Company Name _____

Print Name _____ Date _____

Signature _____

Warning: Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to \$100,000, in addition to the cost of compensation, damages, interest, and attorney's fees, as provided in Labor Code Section 3706.

(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.)

NON-COLLUSION DECLARATION

(To Be Executed By Bidder and Submitted With Bid)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached Bid; that the attached Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

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

Executed this ____ day of _____, 20____, at _____, California

By: _____

Name: _____

Title: _____

Authority: Public Contract Code 7106

BUY AMERICAN CERTIFICATION

The “Buy American” Provision of Public Law 105-336, 7 CFR Part 210.21(d) requires that school districts buy food produced in the United States when buying with Federal funds. Situations which may warrant a waiver to permit purchases of foreign food products are 1) If the products are not produced within the United States in a sufficient quantity and quality, or 2) If the cost of the domestic food product is significantly higher than foreign products per competitive pricing received and noted.

Vendors submitting a bid response hereby certify compliance and promise to abide by Buy American provisions; that products quoted are domestic products produced and processed in the U.S.A. substantially (over 51% of the final processed product) using agricultural commodities that are produced in the U.S.A. (unless excepted in writing as above.) Additionally, California-made supplies shall be preferred when price, fitness, and quality are equal, pursuant to Government Code Sections 4330-4334 of the State of California.

If the Vendor offers non-American product(s), vendor must list the product(s) below. Product(s) are 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 are final.

Vendor must complete all sections below per non-American product, failure to do so can lead to a rejection of the entire bid.

Bid line item number	Product Description /Manufacture	Country of Origin	Domestic Price	Non-American Price	Reason for waiver

Attach additional sheets if necessary

Before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

- Are there other domestic sources for this product?
- Is there a domestic product that could be easily substituted, if the non-domestic product is less expensive (e.g. substitute domestic pears for non-domestic apples)?
- Am I soliciting bids for this product at the best time of year? If I contracted earlier or later in the season, would prices and/or availability change?
- Am I using third-party verification, such as through USDA AMS, to determine the cost and availability of domestic and non-domestic foods?

Name of Vendor/ Contractor
Signature of Authorized Official
Title
Date

QUICK REFERENCE CARDS FOR USDA “ALL FOODS SOLD IN SCHOOLS” STANDARDS

USDA recently published practical, science-based nutrition standards for snack foods and beverages sold to children at school during the school day. The standards, required by the Healthy, Hunger-Free Kids Act of 2010, will allow schools to offer healthier snack foods to children, while limiting junk food.

The health of today's school environment continues to improve. Students across the country are now offered healthier school lunches with more fruits, vegetables and whole grains. The Smart Snacks in School standards will build on those healthy advancements and ensure that kids are only offered tasty and nutritious foods during the school day.

Smart Snacks in School also support efforts by school food service staff, school administrators, teachers, parents and the school community, all working hard to instill healthy habits in students.

BID # 21/22-004
NUTRITION SERVICES BREAD AND BAKERY PRODUCTS
PRICE MATRIX
OPENING: FEBRUARY 16, 2022

ESTIMATED ANNUAL USAGE	VENDOR	Bimbo Bakeries USA		GALASSO'S BAKERY		GOLD STAR FOODS	
		UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
2800	LINE ITEM # 1	\$ 1.79	\$ 10,024.00	2.64	\$ 7,392.00	\$ 3.26	\$ 9,128.00
48000	LINE ITEM # 2	\$ 2.39	\$ 114,720.00	2.17	\$ 104,160.00	\$ 2.09	\$ 100,320.00
5000	LINE ITEM # 3	\$ 3.29	\$ 12,337.50	2.04	\$ 10,200.00	\$ 2.07	\$ 10,350.00
1000	LINE ITEM # 4	\$ 1.79	\$ 1,790.00	2.29	\$ 2,290.00	\$ 2.77	\$ 2,770.00
14000	LINE ITEM # 5	\$ 2.99	\$ 32,060.00	2.16	\$ 30,240.00	\$ 2.45	\$ 34,300.00
500	LINE ITEM # 6	N/B	N/B	N/B	N//B	\$ 6.34	\$ 3,170.00
500	LINE ITEM # 7	N/B	N/B	N/B	N/B	\$ 4.54	\$ 2,270.00
200	LINE ITEM # 9	N/B	N/B	11.68	\$ 2,336.00	\$ 7.97	\$ 1,592.00
200	LINE ITEM # 10	N/B	N/B	N/B	N/B	\$ 3.50	\$ 700.00
	ITEMS PROPOSED	5		6		9	
	ITEMS NOT PROPOSED	4		3		0	
	LIKE FOR LIKE TOTAL	\$ 12.25	\$ 170,931.50	\$ 11.30	\$ 154,282.00	\$ 12.64	\$ 156,868.00
	TOTAL COST TO THE DISTRICT	\$ 12.25	\$ 170,931.50	\$ 22.98	\$ 156,618.00	\$ 34.99	\$ 164,600.00

BID# 21/22-005

NUTRITION SERVICES - BREAD AND BAKERY PRODUCTS

BACKGROUND / INTRODUCTION

Notice is hereby given that the Hesperia Unified School District of San Bernardino County, California, acting through its Governing Board, hereafter referred to as the "District", is soliciting sealed Bids from responsive and responsible Vendors to establish a contract for NUTRITION SERVICES - BREAD AND BAKERY PRODUCTS for the School Nutrition Service Program. This Bid not only includes the purchase of products, but also includes service/ delivery expectations that must be agreed to upon entering into a contract. Products ordered through this bid will be delivered to multiple school sites located throughout the district (See Attachment A). Product descriptions and specifications are included. To be eligible for consideration, sealed bids shall be presented in accordance with the instructions of this solicitation within the timeframe specified herein.

Products included in this bid are approximate quantities used annually by Hesperia Unified School District Nutrition Services Department. All products offered must be new and unused.

The initial term of this contract shall be for a period of one (1) year with four (4) additional one (1) year options to renew the contract, not to exceed five (5) years. The initial one year period will begin July 1, 2022 through June 30, 2023.

The successful bidder shall remain in compliance with all current building codes, as well as address all concerns raised by officials (District, Local, State, and/or Federal).

Any cost associated with the preparation of the Bid shall be borne by the Bidder. The District reserves the right to accept or reject any or all Bids received as a result of this request, to negotiate with any qualified source, to cancel in part or in its entirety this Bid or to waive any irregularities or informalities in any Bids. The District reserves the right to make an award without negotiation. The District may award any, all, or none of this Bid.

Contract award is contingent upon availability of funds. Unless extended by an addendum to the Bid, the due date and time for the receipt of Bids is on or before **Wednesday, February 16, 2022, at 2:00 p.m.** in the Purchasing Department of the Hesperia Unified School District located at 15576 Main Street, Hesperia, CA 92345.

Please submit ONE (1) ORIGINAL COPY and ONE (1) DIGITAL COPY on a FLASH DRIVE and/or EMAIL of the Bid.

All Bids are due no later than 2:00 p.m. on Wednesday, February 16, 2022. Late Bids will be returned unopened. It is the sole responsibility of the Bidder to ensure that their Bid is received on time.

All questions, inquiries, comments, or exceptions to the Bid materials must be submitted in writing to the attention of Paul Lopez via email at paul.lopez@hesperiausd.org no later than Thursday, February 3, 2022 at 2:00 p.m.

- END OF SECTION -

CALENDAR OF EVENTS

<i>Event</i>	<i>Details</i>	<i>Date</i>	<i>Time (Pacific Std)</i>
Bid Advertised	<i>Victor Valley Daily Press and Hesperia USD website</i>	January 26, 2022 & February 2, 2022	N/A
Last Day to Submit RFI/ Questions for Clarification or Explanations	paul.lopez@hesperiausd.org	February 3, 2022	2:00 p.m.
Response to RFI/Questions for Clarification or Explanations sent to vendors	Emailed to Vendors	February 9, 2022	2:00 p.m.
Bids Due	Hesperia Unified School District Purchasing Department 15576 Main Street Hesperia, California 92345	February 16, 2022	2:00 p.m.
Recommendation for Award will be presented to Board	Hesperia Unified School District Board Room, AESC Annex Bldg. C 15576 Main Street Hesperia, California 92345	March 14, 2022	6:00 p.m.

INSTRUCTIONS TO BIDDERS

*****READ THIS DOCUMENT CAREFULLY*****

DO NOT ASSUME THAT THIS DOCUMENT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF THE DOCUMENTS WERE FROM HESPERIA UNIFIED SCHOOL DISTRICT.

1. DEFINITIONS:

- a. As used herein, "Bid" means this BID # 21/22-004
- b. As used herein, "District" means the Hesperia Unified School District.
- c. As used herein, "Bidder" "Firm" "Proposer" "Provider" and "Vendor" means the Firm/Service Provider submitting a Bid.
- d. As used herein, "Offer" means the Bid.
- e. As used herein, "Contract" means an associated agreement with the District.

2. INSTRUCTIONS TO BIDDERS:

- i. Sealed proposals will be received at Hesperia Unified School District, 15576 Main Street, Hesperia, CA 92345 and shall contain **One (1) original copy and one (1) DIGITAL copy on a FLASH DRIVE** in one package. The package must be clearly labeled "BID # 21/22-004, NUTRITION SERVICES - BREAD AND BAKERY PRODUCTS" and include the legal name, address, Bidder's contact person, and a telephone number on the outside of the package. Proposals received by email shall be emailed to paul.lopez@hesperiausd.org and the subject line of the email shall state "BID # 21/22-004 NUTRITION SERVICES – BREAD AND BAKERY PRODUCTS". **ALL BIDS MUST BE RECEIVED BY NO LATER THAN 2:00 p.m. WEDNESDAY, FEBRUARY 16, 2022.** Bids shall be delivered to the attention of Paul Lopez, Assistant Director, Purchasing and Facilities, Hesperia Unified School District, 15576 Main Street, Hesperia, CA 92345. It is the sole responsibility of the Bidder submitting the Bid to ensure that it is received by the District prior to the deadline time and due date and at the proper location. Unless this Bid is extended by a written addendum, Bids received after 2:00 p.m. on the due date, will not be considered and will be returned unopened. Only bids submitted on District bid forms shall be accepted.
- ii. **Fee/Price proposal shall be in a separate sealed envelope and clearly marked "Price Proposal".**
- iii. Bid security is not required for BID # 21/22-004, NUTRITION SERVICES - BREAD AND BAKERY PRODUCTS.
- iv. The Bid must be signed in the name of the Bidder and must bear the signature in longhand and in blue or black ink of the person or persons duly authorized to sign the Bid. If the Bidder is a corporation, the signature shall include the printed name and title of the signatory, who has the authority to sign the Bid on behalf of the corporation, below the signature.
- v. Bids shall be completed in full as required by the instructions herein. **A Bid may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind.** A Bid will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the Bid.
- vi. The Bid submitted must not contain erasure, interlineations, or other corrections unless each correction is clearly and conspicuously authenticated by signature in the margin immediately opposite the correction by the authorized person signing the Bid. A Bidder will be bound by the terms and conditions of the Bid, notwithstanding the fact that errors may be or are contained therein. However, if potential material errors are discovered in a Bid, the District will make a reasonable effort to notify the Bidder that the Bid, as submitted, appears to contain errors and provide the Bidder with the opportunity to correct or clarify such potential errors. In the event the District determines that any Bid is unintelligible, inconsistent or ambiguous, the District may reject such Bid as not being responsive.
- vii. A response to any specific item of this Bid with terms such as "negotiable", "will negotiate", or similar may be considered nonresponsive.

- viii. The District may request meeting with the Bidders representative to request answers and clarifications or it may request that the Bidder answer specific questions in writing, or to make a presentation to the District or to its Governing Board prior to any Agreement award.
- ix. The District may reject any or all Bids, and may waive informalities and minor irregularities in Bids received.
- x. All Bids and materials submitted in response to this Bid shall become the property of the District and shall be considered a part of the Public Record and may be disclosed in accordance with applicable law, including the California Public Records Act. Bidder shall have the obligation of marking any information as confidential or proprietary.
- xi. Response to inquiries regarding the status of a Bid must not be made prior to the posting of award recommendation. After bid opening and during the evaluation period, the District will not release any information on the received bids.
- xii. In the event that there are two or more identical lowest or highest bids, as the case may be, submitted to the District, a decision will be made in accordance with Public Contract Code 20117.

3. **PREPARATION AND SUBMISSION:**

- i. Before submitting a Bid, each Bidder is expected to thoroughly examine all documents included in this Bid, including subsequent addendums to the Bid. Bidder should become familiar with any local conditions that may, in any manner, affect the services required. In order to maintain comparability and enhance the review process, it is requested that Bids be organized in the manner specified below. Include all information in your Bid.
 - i. **Coversheet/Checklist:** Review, check the boxes and submit with the Bid, to ensure all required documents are submitted.
 - ii. **Cover Letter:** Indicate the Bid number for which the response is being provided; the name of the firm; local address; the name of your firm's contact person for the purposes of this Bid; the telephone number and fax number of the contact person; and the date. Failure to supply these documents may be considered grounds for disqualification.
 - iii. **Table of Contents:** Include a clear identification of the material by section and page number.
 - iv. **Bid Form:** Review, complete and submit form as part of bid documents.
 - v. **Bid Form Price Sheets:** Include proposed cost for each product listed.
 - vi. **Addendums:** Any addenda issued by the District must be completed, acknowledged and included with your Bid.
 - vii. **Product Recall Program:** A copy of your Product Recall Program must be included with the bid documents.
 - viii. **Food Security and Safety Program:** A copy of your Food Security and Safety Program must be included with the bid documents.
 - ix. **Hazard Analysis Critical Control Point Program (HACCP):** A copy of your Hazard Analysis Critical Control Point Program must be included with the bid documents.
 - x. **Disaster Contingency Plan:** A copy of your Disaster Contingency Plan must be included with the bid documents.
 - xi. **Suspension and Debarment Certification:** The bidders shall execute and include in their Bid a Suspension and Debarment Certification.
 - xii. **Certification Regarding Lobbying and Disclosure of Lobbying Activities:** The bidders shall execute and include in their Bid the Certification Regarding Lobbying and the Disclosure of Activities.
 - xiii. **Iran Contracting Act of 2010 Compliance Affidavit:** The bidders shall execute and include in their Bid an Iran Contracting Act of 2010 Compliance Affidavit.

- xiv. **Alcohol and Tobacco-Free School Policy:** The bidders shall execute the Alcohol and Tobacco-Free School Policy and include with bid documents.
- xv. **Drug-Free Workplace Certification:** The bidders shall execute the Drug-Free Workplace Certification and include with the bid documents.
- xvi. **Workers' Compensation Certificate:** The bidders shall execute and include in their bid a Workers' Compensation Certificate.
- xvii. **Non-Collusion Declaration:** The bidders shall execute and include in their Bid a Non-Collusion Declaration.
- xviii. **Nutritional Fact Labels:** Bidder shall provide copies of labels containing nutritional information for each product.
- xix. **Buy American Certification:** Bidder shall complete, sign and include in their in their bid response.
- xx. **Recent Copy of Health Department Report:** Bidder shall provide a copy of its most recent health department report to validate company complies with the Department of Health inspection requirements in the county where the facility is located.

4. **EXPLANATION TO BIDDERS:**

- a. If a Bidder desires an explanation or clarification of any kind regarding this Bid, the Bidder must make a written request for such explanation. Requests should be submitted via email to Paul Lopez, Assistant Director, Purchasing and Facilities at paul.lopez@hesperiausd.org no later than **2:00 p.m. on THURSDAY, FEBRUARY 3, 2022**. Questions received in writing by the date and time specified will be answered in writing. Paul Lopez, Assistant Director of Purchasing and Facilities, is authorized only to direct the attention of prospective Bidders to various portions of the Bid so that they may read and interpret such for themselves. Neither Paul Lopez nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents. The District will advise all Bidders known to have received a copy of the Bid of the explanation or clarification, either by letter or formal Bid Addenda via postal service, electronic mail, or facsimile as the District may in its sole discretion deems appropriate.
- b. If a Bidder discovers any error such as an ambiguity, conflict, discrepancy, omission, or other error in the Bid, then the Bidder shall immediately notify the District in writing. Submittal of a Bid without request for clarification shall be incontrovertible evidence that the vendor has determined that the specifications are sufficient for responding to the Bid and completing the job; and that vendor is capable of following and completing the job in accordance with the project specifications.
- c. If necessary, an addendum may be created and processed.

5. **ADDENDUMS:**

- a. Bidders are advised that the District reserves the right to amend this Bid at any time. Addendums will be done formally by providing written addenda to all potential Bidders known by the Purchasing department to have received a copy of the Bid. If in the sole and absolute discretion of the District, the change is of such nature that additional time is required for Bidders to prepare Bids, the District will change the due date deadline and notify all known Bidders in writing of the revised deadline due date. Any addendum(s) to this bid will be posted on the District website at: www.hesperiausd.org, it is the sole responsibility of the bidder to check the District website for addendum postings.
 - i. Bidders must acknowledge receipt of any and all Bid addendums. This shall be done by the following means:
 - 1. By signing and returning a copy of the issued addenda with the bid documents
 And/Or;
 - 2. By initialing, the appropriate "Acknowledgement of Addendums" block in the "BID FORM" section of this Bid.

- ii. The acknowledgement of receipt of an addendum must be received by the Purchasing department prior to the hour, and date specified for receipt of Bids. Failure to acknowledge receipt of addendums may result in rejection of a Bid.
- iii. Copies of any addendums will be made available for inspection at the District's Purchasing Department where Bid documents will be kept on file.
- iv. No addenda will be issued later than three (3) calendar days prior to the date for receipt of Bids except addenda withdrawing the request for Bids or one, which includes postponement of the date for receipt of Bids.
- v. No verbal or written information, which is obtained other than by information in this document or by an addendum to this Bid, will be binding on the District.

6. **SUBMITTING BIDS:**

Telegraphic and facsimile Bids and modifications will **NOT** be considered. No vendor may submit more than one Bid. By submitting a Bid, the prospective vendor represents that it has thoroughly examined and become familiar with the work required under this Bid and that it is capable of providing the equipment, products and/or services necessary to achieve the District's goals and objectives for the project.

7. **SUBMISSION OF ELECTRONIX PROPOSALS VIA EMAIL**

During the COVID-19 pandemic, the District is **temporarily** accepting the submission of bid responses electronically via email to paul.lopez@hesperiausd.org, in lieu of a hard copy bid responses, though these will still be accepted. The subject line of the e-mail shall contain the following:

BID # 21/22-004 – NUTRITION SERVICES – BREAD AND BAKERY PRODUCTS

8. **MODIFICATION OR WITHDRAWAL OF BID:**

Any Bid may be withdrawn, solely by written request, at any time prior to the scheduled closing time for receipt of Bids. All requests for the withdrawal of a Bid must be accompanied by proof acceptable to the District, which authorizes the individual requesting the Bid withdrawal to so act on behalf of the vendor. If a change to a Bid that has been submitted is desired, the submitted Bid must be withdrawn and the replacement Bid submitted to the District prior to the scheduled deadline for submittal of Bids.

Changes or additions to the Bid request, alternative Bids or any other modifications of the information requested by this Bid, which is not specifically called for in the Bid, may result in the District's rejection of the Bid.

9. **LATE BIDS:**

No late Bid or Bid modification received after the due date and time deadline will be considered.

10. **BID AWARD:**

- a. The District will award the Bid to the most responsive and responsible Bidder whose Bid is determined to be the most advantageous to the District. The District reserves the right to award to one, or to multiple vendors, and may award any, all or none of this bid. If there is a discrepancy between the unit price bid and the extended price, unit prices shall prevail.
- b. The District reserves the right, before awarding the contract, to require Bidder(s) to submit or provide evidence of qualifications or any other information the District may deem necessary
- c. The District reserves the right, prior to award, to cancel the Bid or portions thereof, without penalty.
- d. The District reserves the right to: (1) accept the Bid of any or all items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.
- e. The District will award the Bid to the responsive and responsible Bidder(s) whose Bid is most advantageous to the District. In determining the most advantageous Bid, consideration will be given

not only to the financial standing but also to the general competency of the bidder for the performance of the services. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidders' experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors, which could affect the bidders' performance of the services.

- f. The District may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards. Operating cost, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations, as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder to perform the services to the District's satisfaction within the prescribed time.
- g. Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the Bid will be considered sufficient notice of acceptance of Bid.

11. PAYMENT TERMS AND INVOICING:

- a. Unless otherwise agreed, the District will pay properly submitted vendor invoices within forty-five (45) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order. Monthly billing by site and consolidated by product is required. Invoices are required to include delivery site, date of delivery, product name, quantity, unit size, and unit price. Invoice must be signed by the individual receiving the merchandise and left for the site manager/lead. An invoice signed is required in order for the invoice to be processed for payment. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner. Statements for all goods purchased within a calendar month shall be made available on an individual school/site basis. Statements should be sent by the fifth (5th) of the month following the month of purchase to the Nutrition Services Department located at: 11176 G Ave., Hesperia, CA 92345.
- b. The District makes no representations that an agreement will be awarded to any prospective vendor responding to this Proposal.

12. LOBBYING:

- a. OFFERORS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS BID UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED AT THE DISTRICT OFFICE. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.
- i. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of a board member or District personnel after release of the Bid and prior to the Board's vote on the award of this contract.
- ii. Any Bidder who is adversely affected by the recommendation award may file a protest within the time prescribed per the District's protest policy. Failure to adhere strictly to the rules pertaining to protests will result in summary dismissal by the Purchasing Department. Additionally, any Bidder who is adversely affected by the recommendation award may address the school board at a regularly scheduled board meeting.
- iii. Any Bidder or any individuals that lobby on behalf of Bidder prior to the Board's vote on the award of this contract will result in the rejection and/or disqualification of said Bid.

15. BRAND NAME SPECIFICATIONS:

- a. Brand name specifications are included for descriptive purposes, to indicate the quality, design and/or utility desired and are not intended to preclude any vendor from bidding who can substantially meet those specifications. Brand names and model numbers where specified have

been shown due to existing standards. Bidders may propose a product whose brand is of equal make, model or type to those specified herein, but each deviation from the specifications must be set forth in detail.

- b. For optional equipment, any other brands offered as "equal" shall be accepted only after being reviewed by the District and proven that their capabilities meet District needs.
- c. If Bidder does not indicate that they are proposing an item other than that specified, it is understood and agreed that they will be furnishing the item(s) as specified.

16. DEVIATIONS FROM BID TERMS AND CONDITIONS:

- a. Should the bidder wish to request any substitutions and/ or deviations, the bidder shall submit with the bid, at a minimum, descriptive technical literature (manufacturer's specifications and a picture of the specific items), marked with the appropriate bid item number and fully describe the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District. If the material, product, process, service, or equipment offered by the bidder is not, in the sole opinion of the District, substantially equal or better in every respect to that specified, and is rejected by the District, then the bidder expressly understands and agrees that bidder shall furnish the material, process, service, or equipment specified by the District.
- b. Bids will only be considered if the proposed products meet the minimum requirements and conform to the specifications set forth in these bid documents. Whenever brand names are used, they are used as specifications only. The intent is to indicate quality standards and is presumed to be followed by the words "OR EQUAL." Any variances from the specified items must be clearly noted on the bid, otherwise the product will be assumed to be "as specified" – the exact product listed in the bid document. Substitutions and or deviations that meet or exceed the specifications are acceptable. Products not meeting the criteria as determined solely by the District will be cause for the rejection of the Bid Response, or product.
- c. It is the bidder's responsibility to demonstrate equivalency of proposed products. The District has the discretion to request, and test, product samples prior to the award of the bidder. The District reserves the right to reject all bids that do not conform to the specifications.

17. SAMPLES:

- a. For evaluation purposes, samples **may** be required. If requested by District, samples must be delivered to the District at the bidder's expense. **All Samples must be tagged to identify bidder, bid number, and item number.** Any sample(s) that are not be provided by the listed bid opening date and time may not be considered for award. Samples must be delivered to: **11176 G Ave, Hesperia, CA, 92345, Attn: Nutrition Services Director, David Carochi.**

18. NON –APPROPRIATED FUNDS:

- a. The Bidder hereby agrees and acknowledges that monies utilized by the District to fulfill bid requirements is public money appropriated by the State of California is or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time due to non-availability or non-appropriation of sufficient funds.

19. BID QUANTITIES:

- a. **The quantities listed herein are estimates. The District reserves the right to order more, less or none of the quantity indicated or to withdraw a line item or the entire Bid.**

20. SALES TAX:

- a. The District is subject to California sales and use tax, but **DO NOT** include sales tax/use tax in your bid.

21. VALIDITY OF FIRM BID:

- a. Each Bid must be a firm irrevocable offer, and remain open and valid for District acceptance for 90 days from submittal date.

22. REFERENCES:

Bidders shall list a minimum of three (3) references where bidder has successfully provided the similar type (s) of good and services to another public entity, district or firm at the similar size and scope as Hesperia Unified School District that has been or is currently being serviced by your company. All references shall include full district/ firm name, address, phone number, management contact, and description of work completed.

23. PIGGYBACKABLE CLAUSE:

For the term of the contract and any mutually agreed extensions pursuant to this bid, at the option of the successful bidder, other school districts and community college districts, any public corporation or agency, including any county, city or town within the State of California, may procure identical items off this bid under the same terms and conditions stated in this bid pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code. Acceptance or rejection of this provision will not affect the awarding of this bid. This District waives its right to require such other District's and Agencies to draw their warrants in the favor of the District as provided is said code sections.

OPTION GRANTED

OPTION NOT GRANTED

- END OF SECTION -

GENERAL TERMS AND CONDITIONS

1. BID TERM:

- a. The terms of this contract shall be effective beginning on a date to be determined upon award by the Board through June 30, 2023 and may, at the sole discretion of the District, be renewable for four (4) additional one (1) year periods, for a period not to exceed five (5) years; in accordance with provisions contained in Education Code Section 17596. The District, through the Purchasing Department, will, if considering renewing, send a letter of intent to the awardee(s) prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee(s) will be notified when the recommendation has been acted upon and approved by the Assistant Superintendent of Business Services on behalf of the Hesperia Unified School District.
 - i. Any extension made shall be the same terms, conditions, and pricing per item, except where a bona fide increase has taken place. See items 5 and 6 of this section for additional details.

2. SOLE JUDGE:

- a. The District will be the **sole judge** of the merits and qualifications of products AND the ability of the vendor to meet District requirements, The District will be the sole judge as to whether the products are, in fact, substantially equal to the specifications set forth herein and whether any deviations are acceptable to the District.

3. CANCELLATION OF AWARD/TERMINATION:

- a. In the event any of the provisions of this Bid are violated by the Bidder, the District will give written notice to the Bidder stating the deficiencies and unless these deficiencies are corrected within ten (10) days, recommendation will be made by the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by the law.
- b. The District reserves the right to terminate any contract resulting from this Bid, at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. This paragraph does not relieve the District of its responsibility to pay for services or goods provided or furnished to the District prior to the effective date of the termination.
- c. The Bidder will have the option to terminate the contract upon written notice to the Director of Nutrition Services and Director of Purchasing. Such notice must be received at least ninety (90) days prior to the date of termination.

4. DEFAULT:

- a. Cancellation of contract of awardee may result in the removal from the Districts Bidders list for a period of three (3) years.

5. PRICING:

- a. **Unit prices bid shall be effective/remain firm for the period of one (1) year after award, with the anticipated start date of July 1,2022.** Prices shall include all vendor indirect and overhead costs, including profit, and ancillary expenses, such as: freight, pick-ups, storage costs, fees, delivery, etc. No additional shipping costs fees or surcharges are to be added later. It is understood that products may be ordered up to the last day of the covered term; products should be received within 30 days thereafter. Unit prices shown on the Bid shall be the price per unit of sale as stated on the price sheet or contract. For any given item, the quantity multiplied by the unit price shall establish the extended or total price; the unit price shall govern in the Bid evaluation and contract administration.

6. PRICE ESCALATION:

- a. The awarded Bidder will hold the proposed pricing for the initial year of the contract. The awarded Bidder will be allowed to adjust prices after the initial year upon presentation of suitable proof of a price increase from a supplier or processor or valid Market resource. Written notice shall be sent to the Director of Nutritional services and Director of Purchasing including proof of the price increase. No increase to the price will be allowed within sixty (60) days of the initial notice submitted to the District. Any price change will be subject to mutual agreement by both parties.

The successful bidder must substantiate such price increases by providing documentation that is acceptable and to the complete satisfaction of the District in order to justify the increase.

7. **PRICE DECREASES:**

- a. Bidders are required to pass price reductions immediately through to the Hesperia Unified School District as market prices drop for these products throughout the duration of the bid award and any extensions. In addition, the District reserves the right to extend this bid for additional years under any price decreases provided by the successful bidder if it is in the best interest of the District.

8. **SUBSTITUTIONS OR BACK ORDERS:**

- a. Any such substitutions will be accepted only if the Nutrition Services Director and management team determines them to be equal in all respects to that specified in the bid. If the Nutrition Services Director requests samples in order to make the determination on whether the substitution is as equal, the samples shall be submitted in accordance with Section 17 SAMPLES, of the INSTRUCTIONS TO BIDDERS.

9. **MINIMUM/MAXIMUM QUANTITIES:**

- a. The District does not guarantee that a minimum or maximum amount will be purchased; the District will not consider a bid to be responsive to this solicitation if a minimum or maximum quantity purchase is required by the bidder. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures.

10. **ORDERING:**

- a. Bidder will have an active online website accessible to District to allow online ordering, access to run velocity reports, access to specification sheets, nutritional specifications, and ability to add and delete items from order up to one (1) day prior to delivery. For the administrative office only the ability to look up items and request new items not included on bid. Bidder to provide order confirmations within one (1) business day of receiving orders. Bidder shall include detailed ordering instructions with Bid. Orders will be placed per site according to their needs. Sell-by, Use-by, or expire-by dates must be at least six (6) days out from date of delivery.

11. **MERGERS, ACQUISITIONS, OR BUYOUTS:**

- a. In the event that the successful bidder sells the company or merges with another company, current contract conditions must remain the same as awarded. Contracts will not be renegotiated due to a merger, acquisition, or buyout.

12. **DELIVERY AND SERVICE:**

- a. Proposed price shall be FOB destination to various sites per Attachment A to Hesperia Unified School District. All products and services are subject to final inspection and acceptance by the District. Upon placement/ receipt of an order, the successful bidder shall deliver materials within a Five (5) calendar days maximum period unless other delivery times or arrangements have been agreed upon by the District and vendor. Awarded Bidder will be held responsible for following-up, or if necessary, estimating an order to ensure complete and on-time deliveries for all sites. District will not be held responsible for excess inventory ordered by Bidder on behalf of District. The goal is to order all items from one source and to receive complete orders without multiple deliveries or drop shipments for a majority of the orders. ***DELIVERIES WILL NOT BE ACCEPTED ON SATURDAYS OR SUNDAYS.** Deliveries will not be to one central location. Delivery locations are provided on Attachment A. Late deliveries and/or deliveries made outside of the time and hours provided on Attachment A will be subject to liquidated damages determined by the District. Excessive* late deliveries will allow the District to charge \$100.00 per late delivery. (*Excessive will

be determined as more than 8 late deliveries throughout a twelve (12) month fiscal year (July1 through June 30).

13. **POSTPONEMENTS/ DELAYS:**

- a. The successful bidder must have a contingency plan in place for immediate recovery should a truck breakdown or other delay(s) occur during any delivery day. If a delay occurs, the successful bidder will be responsible for contacting the District's Nutrition Services Department affected by the delay. It is requested that the successful bidder meet with the Nutrition Services Department Director to outline the proposed delivery routing prior to implementation or upon a change in routes or delivery days.

14. **LOADING DOCKS:**

- a. Loading docks are located at the following sites: Nutrition Services Warehouse, 11176 G Ave., Hesperia CA, 92345. There shall be no additional charges for sites without a loading dock.

15. **BAKERY RACKS:**

- a. Empty bakery racks must be picked up with each delivery.

16. **DISCONTINUED ITEMS AND PRODUCT SUBSTITUTION**

- a. Successful bidder(s) are required to immediately notify Hesperia Unified School District's Director of Nutrition Services when manufacturers have discontinued awarded line item(s). Official notification must be in written format via USPS, fax, or e-mail referencing the bid number and line item number with written proof from the manufacturer of the discontinued item. A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price. Successful bidder (s) shall provide substantiating information when requesting consideration of a substitution as an equal. Office notification must be in written format via USPS, fax, e-mail referencing the bid number and the line item number.

17. **PENALTIES**

- a. Federal and State meal reimbursement lost to the District due to late and/or missed deliveries will be deducted from the payment made to the successful bidder.

18. **DAMAGE TO DISTRICT PROPERTY**

- a. The successful bidder shall be fully responsible for any damage to District property caused by its employees. Repairs or replacement, at the option of the District, shall be made by the successful bidder or by the District and charged to the bidder.

19. **SAFETY REGULATIONS**

- a. All items proposed in response to this bid must conform to the Safety Order of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at the time of bid. Bidders shall comply with all local, state and federal regulations, directives and laws. Bidder(s) receiving awards of items subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations, must submit to the District, Material Safety Data Sheets (MSDS) for those items, when requested.

20. **HAZARDOUS MATERIALS/SUBSTANCES:**

- a. If any product that will be delivered or supplied to the District as a result of this bid is listed in the Hazardous Substances list of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the vendor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.

21. **PRODUCT RECALL:**

- a. The successful bidder shall have a product recall system in place that notifies the District within 24 hours of the product recall, place inventory on an on-hold status in a manner that the product cannot be issued to the District, and facilitate product clearance. Awarded bidder will be expected to facilitate product clearance in the event of a recall by USDA, FDA, or other. Vendor shall request, compile, and verify, on the District's behalf, letters directly from any potentially applicable product manufacturers (on manufacturer letterhead) certifying the specific lot numbers are not sourced and/or confirming that the District has not received any affected product(s). No potentially affected product will be served by the District until specific, written clearance has been received. As unnecessary delay of clearance letters may disrupt District menu and distribution scheduling, timely response and continued follow-up is critical.
- b. The successful bidder shall bear the cost incurred by the District resulting from product recall, including but not limited to, any cost initially incurred for storage and transportation; pickup, transportation and storage of recalled product(s); and price differential for replacement product, if necessary and approved by the District. Payment or credit for all cost directly related to product recall shall be made with 30 days.

22. "BUY AMERICAN" PROVISIONS:

- a. Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, bidder's offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased. Awarded bidder will be required to provide information on products origin. Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program (SP-24-2016) (7 CFR 210.21(D)).

23. PACKAGING:

- a. Cases and packages shall be constructed as to ensure safe and sanitary transportation to designated point(s) of delivery. All packaging material shall be FDA approved to meet all applicable State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

24. PEST CONTROL:

- a. The District reserves the right to request verifiable evidence of pest control treatment. Any product delivered must have an audit trail that clearly demonstrates appropriate handling and storage practices for food items and related products, this will include providing proof of established sanitation procedures and an active pest control program to assure proper information.

25. DELIVERY OF DAMAGED/ UNACCEPTABLE PRODUCTS:

- a. District reserves the right to request credit for damaged goods upon Nutrition Services' Employee inspection. District reserves the right to refuse complete shipments if there is any evidence of damaged product, product quality failure, including, but not limited to, off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture,. Damaged or dented goods/containers will not be accepted. Credit will be required on damaged or unacceptable products. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credit shall be issued within seven (7) calendar days. Continued shortages or substitutions will be grounds for termination of this agreement.

26. KEYS:

- a. The successful bidder may be provided gate key(s) for entry into specified school sites. Key holders shall immediately report any lost, missing, stolen or damaged keys to Nutrition Services. Key holders shall take measures to protect and safeguard any facility keys issued to them or in their name. Persons entering locked buildings or spaces are responsible for re-securing all doors. In the event that the facility key(s) are lost, stolen or damaged, all replacement key(s), re-keying of locks and any other related charges will be paid by the key holder per incident.

27. INSPECTION OF FACILITIES:

- a. As a part of the evaluation process, the District reserves the right to inspect the facilities of the bidder prior to the award of a contract and during the contract period at any time during normal business hours upon prior notice. After such inspection, if a representative of the District determines the bidder may not be capable of providing proper and satisfactory service/product to the District, the bidder may not be considered for an award. Bidder may also be required to show evidence of its ability to furnish standard material from identified manufacturer(s). Should the Bidder vacate an approved facility, a re-inspection will be required under the same conditions for the new facility.

28. LEGAL REQUIREMENTS:

- a. It shall be the responsibility of the Bidder to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Bidder(s) will in no way be a cause for relief from responsibility.
- b. Bidder(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- c. All materials, equipment, and supplies provided to the District must fully comply with all safety requirements and all applicable OSHA Standards. Bidders shall comply with all local, state and federal regulations, directives and laws.

29. INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

- a. To the fullest extent permitted by law, the awarded Bidder shall agree to, in addition to any other obligations, indemnify and hold harmless the District, its elected officials, officers, agents, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged:
 - i. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Bidder, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them any of them may be liable in the performance of work; or
 - ii. Violation of law, statute, ordinance, governmental administration order, rule regulation, or infringement of patent rights by contractor in the performance of work; or
 - iii. Liens, claims, or actions made by the Bidder of any subcontractor or other parties performing the work.
- b. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Bidder of any subcontractor under worker's compensation acts; disability benefit act, other employee benefit acts or any statutory bar.
- c. Any costs or expenses, including attorney's fees, incurred by the District to enforce this agreement shall be borne by the Bidder.

30. INSURANCE:

- a. Bidder must provide the District, within ten (10) days from the written notice of award of the contract, the following written proof of current coverage by the Bidder's insurance. **THE DISTRICT SHALL BE NAMED AS AN ADDITIONAL INSURED AND SHALL BE MAINTAINED DURING THE LIFE OF THE CONTRACT.**

Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the District's Purchasing Department and approved prior to start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

- i. **Commercial General Liability:** Awarded Bidder (s) shall procure and maintain, for the life of the contract/agreement, Commercial Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract/agreement. It must be an occurrence form policy. The following coverage's are required:
 1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage.
 2. Automobile Liability: \$1,000,000 combined Single Limit for owned, hired and non-owned auto.
- ii. **Workers Compensation Insurance:** In accordance with the provisions of Section 3700 of the Labor Code, CONTRACTOR shall secure the payment of compensation to his employees. Contract shall sign and file with the DISTRICT upon award the enclosed certificate prior to performing the work under this contract.
 1. Statutory coverage in accordance with the laws of the State of California.
 2. Employer's Liability with limits of not less than \$1,000,000 bodily injury each employee/each accident. Policy limits \$1,000,000.

31. PUBLIC RECORDS LAW:

- a. All Bid documents or other materials submitted by the Bidder in response to this Bid will be open for inspection by any person and in accordance with California Statutes.

32. RIGHT TO AUDIT

- a. The District reserves the right to audit only the invoices and pricing index for Hesperia Unified School District, during the term of the contract and for one year following the end of the contract.

33. COST INCURRED IN RESPONDING:

- a. All costs incurred or indirectly related to Bid preparation, representation or clarification shall be the sole responsibility of and borne by the Bidder. Bidder shall not include any such costs as part of the price as proposed in response to this Bid.

34. INDULGENCE:

- a. Indulgence by the District on any non-compliance by the Bidder does not constitute a waiver of any rights under this Bid.

35. ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

- a. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Bidder without the written consent of the District.

The Bidder herein shall not assign payments under this contract or agreement without prior written consent of the District.

36. DISASTER CONTINGENCY PLAN:

- a. Copy of bidder's Disaster Contingency Plan required to be submitted with this bid.

37. NUTRITIONAL REQUIREMENTS, INFORMATION AND LABELING:

- a. Successful Bidder shall be required to provide a complete nutrient analysis of some products as requested by the District. The nutrient information may be obtained from an independent laboratory at Bidder's expense.
- b. The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm) saturated fat (gm), trans fat

(gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg) and sugar content.

- c. Bidder shall notify the Nutrition Services Department whenever there is a product/ingredient change in any item provided to the district. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Nutrition Services Department. All items must meet nutritional requirements of the USDA Child Nutrition Program.

38. **NSLP AND SBP REGULATIONS:**

- a. Foods that qualify as whole grain rich for the school programs are foods that contain 100% whole grain or contain a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50% is whole grain. Whole grain rich products must contain at least 50% whole grains and the remaining grain, if any must be enriched. As provided for NSLP and SBP, grain products must be credited using the oz. equivalent method. As specified in section School Lunch and Breakfast Whole Grain Rich Ounce Equivalency (oz eq) requirements for School Meal Programs, group B.

39. **DISABLED VETERAN BUSINESS ENTERPRISES:**

- a. Compliance with Disabled Veteran Business Enterprise ("DVBE") contracting goals may be required for this project. Minority, women and disabled veteran contractors are encouraged to submit bids.

40. **GOVERNING LAW:**

- a. The final contract between Bidder and District shall be governed by California law.

41. **CERTIFICATIONS**

- a. The bidder shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

The bidder shall comply with all applicable standards, orders, or regulations issued, including:

- b. **Clean Air and Water Act:** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) list of violation Facilities. The contractor will immediately notify the District of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- c. **Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15, et seq.** (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the bidder agrees not to use a facility listed on the EPA's List of Violating Facilities
- d. **Debarment Certification**
The USDA Certification Regarding Debarment must accompany each subsequent two (2) additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- e. **Lobbying**
The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 CFR Part 3018) must accompany each renewal (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

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

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

- g. **Contract Work Hours and Safety Standards Act Compliance:**
<https://www.dol.gov/whd/govcontracts/cwhssa.htm>

In performance of this Bid, the bidder shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act

- END OF SECTION -

SPECIAL PROVISIONS

1. Nutrition Guidelines are based on current Federal and State guidelines and are subject to change during the term of the Contract.
2. A complete nutritional fact label for one (1) individual serving including all ingredients and major food allergens used on the preparation of the product will be required. Information regarding school meal pattern requirements met by each product must be provided with the bid at opening. Products must specify zero grams of trans-fat per serving (Public law no. 111-296, Healthy, Hunger-Free Kids Act of 2010).
3. The District reserves the right to add or remove other bread or bakery products as may be needed throughout the term of this contract. The District may add or remove site locations as necessary.
4. All deliveries are to be to the designated storage area at each school location (See Attachment "A") during the hours indicated on the list.
5. No deliveries are to be made during school holidays and vacations; and no delivery on Saturday and Sunday.
6. Delivery slips are required with every delivery, and each delivery slip must be signed by the Site Supervisor or their designee, and a copy shall be left at the individual schools.
7. The set-up of orders and delivery times may vary per school. Successful bidder(s) must work with the Nutrition Services Department and/ or school sites on both set-up and delivery.
8. The successful bidder(s), if requested, shall be responsible to provide on-site training to school personnel in proper food service handling techniques for dispensing your product.
9. The District reserves the right to inspect the plant and facilities of the Bidder prior to or after award of contract. The Bidder must display a valid County Health Department permit. **A recent health department report will be required to be submitted at the time of the bid opening.**
10. The successful bidder must have a Hazard Analysis Critical Control Point Program (HACCP) for all areas of service and products including but not limited to; purchasing, receiving, holding, storage, transportation and delivery. All Bidders must provide copies of their HACCP certification records at the time of the bid submission.
11. The storage, preparation, handling, and delivery of the food products shall comply with all applicable health and safety laws and regulations. The successful Bidder shall immediately notify the District in writing of any potential disease, illness, or recalls associated with the food product which stem from improper procedures or defective food product.
12. Products and packaging stated herein shall be produced under sanitary conditions; the plant shall meet sanitary requirements of Federal, State and City agencies.
13. Food delivered individually-portioned, packaged and labeled for sale must have an ingredient label which lists allergens, if any, and MSG. Packaging must include a tamper-proof seal.
14. If requested the bidder must provide the District with a sample container, wrap and/or packaging to be used. Product name and brand/ logo clearly displayed on the package.

Out of Date products are to be promptly removed and replaced as requested at no cost to the District.

**ATTACHMENT A
SITE LOCATIONS AND DELIVERY INFORMATION**

SCHOOL SITE	DELIVERY ADDRESS	DELIVERY DAYS	DELIVERY TIMES
NUTRITION SERVICES WAREHOUSE	11176 G AVE., HESPERIA, CA 92345	TUESDAY AND FRIDAY	6AM-10AM
CEDAR MIDDLE SCHOOL	13565 CEDAR ST, HESPERIA, CA 92345	TUESDAY AND FRIDAY	6AM-10AM
HESPERIA JUNIOR HIGH SCHOOL	10275 CYPRESS AVE., HESPERIA, CA 92345	TUESDAY AND FRIDAY	6AM-10AM
RANCHERO MIDDLE SCHOOL	17607 RANCHERO RD., HESPERIA, CA 92345	TUESDAY AND FRIDAY	6AM-10AM
HESPERIA HIGH SCHOOL	9898 MAPLE AVE., HESPERIA, CA 92345	TUESDAY AND FRIDAY	6AM-10AM
OAK HILLS HIGH SCHOOL	7625 CATABA RD., HESPERIA, CA 92345	TUESDAY AND FRIDAY	6AM-10AM
SULTANA HIGH SCHOOL	17311 SULTANA AVE., HESPERIA, CA 92345	TUESDAY AND FRIDAY	6AM-10AM

INSTRUCTIONS FOR CERTIFICATION

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

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

QUICK REFERENCE CARDS FOR USDA “ALL FOODS SOLD IN SCHOOLS” STANDARDS

USDA recently published practical, science-based nutrition standards for snack foods and beverages sold to children at school during the school day. The standards, required by the Healthy, Hunger-Free Kids Act of 2010, will allow schools to offer healthier snack foods to children, while limiting junk food.

The health of today's school environment continues to improve. Students across the country are now offered healthier school lunches with more fruits, vegetables and whole grains. The Smart Snacks in School standards will build on those healthy advancements and ensure that kids are only offered tasty and nutritious foods during the school day.

Smart Snacks in School also support efforts by school food service staff, school administrators, teachers, parents and the school community, all working hard to instill healthy habits in students.

REQUIRED DOCUMENTS

NUTRITION SERVICES - BREAD AND BAKERY PRODUCTS

BID # 21/22-004 - COVER SHEET/CHECK LIST

- Cover Sheet / Checklist
- Bid Form and Certification by Bidder
- Bid Form Price Sheet
- Deviation / Substitution Form (if applicable)
- Addendum (s)
- Suspension and Debarment Certification
- Certification Regarding Lobbying and Disclosure of Lobbying Activities
- Iran Contracting Act of 2010 Compliance Affidavit
- Alcohol and Tobacco School Policy
- Drug-Free Workplace Certification
- Worker's Compensation Certificate
- Non-Collusion Declaration
- Buy American Certification
- Nutritional Fact Labels/ Nutrition Specification and Ingredient Sheets
- Disaster Contingency Plan
- Hazard Analysis Critical Control Point Program (HACCP)
- Product Recall Program

SUBMIT THIS SHEET WITH YOUR BID DOCUMENTS



GALASSO'S BAKERY
Superior Quality | Abundant Variety | Excellent Service

February 16, 2022

Paul Lopez
Assistant Director Purchasing and Facilities
Hesperia Unified School District
15576 Main Street,
Hesperia, CA 92345

RE: Nutrition Services-Bread and Bakery Products Bid # 21/22-004

Galasso's Bakery currently services over 140 school districts throughout Southern California. We are dedicated to providing our school district customers with the best possible products and service available. Galasso's would value the opportunity to continue to service the Hesperia Unified School District. Additionally, Galasso's Bakery is a current supplier of the Hesperia USD.

Galasso's Bakery manufactures locally in Riverside County, California. We produce a variety of sliced breads, buns and rolls with an excellent selection of Whole Grain Compliant items. Galasso's is registered as an (S) corporation in California.

"By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company."

- Distributor Name: Galasso's Bakery
- Address: 10820 San Sevaine Way, Mira Loma, CA 91752
- Contact Person: Rose Vanderzanden, Controller
- Phone number: (951) 360-1211 Fax: (951) 360-0427
- Email Address rvanderzanden@galassos.com
- Year Established: 1968
- Number of employees: 317
- Website: www.galassos.com
- Online Ordering: Yes



Rose VanDerZanden, Controller



Corporate Seal

Galasso's Bakery - 10820 San Sevaine Way, Mira Loma, Ca 91752 Ph. (951) 360-1211 Fax (951) 360-0427

www.galassos.com

BID FORM

BID # 21/22-004 NUTRITION SERVICES BREAD AND BAKERY PRODUCTS

Name of Bidder: Galasso's Bakery

To: Hesperia Unified School District, acting by and through the Governing Board, herein Called the "DISTRICT."

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Introduction/ Background, Calendar of Events, Instructions and Conditions, Bid Form, Bid Form Price Sheet, Non-collusion Declaration, all insurance requirements, General Terms and Conditions, Technical Specifications, Certification regarding debarment, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

BID # 21/22-004 NUTRITION SERVICES BREAD AND BAKERY PRODUCTS

All in strict conformity with the Bid Documents, including Addenda Nos. and/or Amendment Nos., on file at the office of the Hesperia Unified School District for the sums as set forth in this Bid Form.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the Hesperia Unified School District the Agreement and will also furnish and deliver to the Hesperia Unified School District certificates and endorsements of insurance, the Workers' Compensation Certificate, and any other required documentation, within five (5) working days of the notice of award of the contract.

4. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder stated below in Section 5.

5. The name(s) of all persons interested in the bid as principals are as follows:

Name	Address	Phone/ Email
<u>Rose Vander Zanden</u>	<u>10870 San Sevaine Way Miraloma, CA</u>	<u>951 3601211- rvanderzanden@galassos.com</u>
<u>Albert Armenta</u>	<u>10820 San Sevaine Way Miraloma, CA</u>	<u>(714) 282-6633 - armenta@galassos.com</u>

6. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the bid documents and that such licenses and permits will be in force and effect throughout the Agreement.

7. The bidder, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been approved for regular commercial use.

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the

Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

10. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT that is sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

11. Time is of the essence. Bidder must ensure that orders are delivered/ received by the District in an acceptable amount of time.

12. The required non-collusion declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

13. The required Certification regarding debarment is attached and as required by Public Contract Code Section 6109. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically non-responsive.

Failure to complete the Bid Form and Bid Form Price Sheet in its entirety will render a bidder nonresponsive. If a vendor so chooses to not bid on an item, the vendor must write "No Bid" in the unit price.

14. Bid prices are to include delivery, F.O.B. Hesperia Unified School District, assembly, and any required installation.

15. **List of References**

Please provide references of school districts and/or any public agencies that bidder has contracted with to provide furniture and equipment services.

1. Name: Garden Grove Unified School District
Address and Telephone: 10331 Stan Ford Avenue, Garden Grove, CA 92740
(714) 663-6155
Contact Person: Agnes Lally, Food Service Director
Description of Work: Multi-Site Bread Delivery

2. Name Glendora Unified School District
Address and Telephone: 500 North Lorraine Ave., Glendora, CA 91741
(626) 963 1611 x388
Contact Person: Stacy Johnson, Director of Nutrition Services
Description of Work: Multi-Site Bread Delivery

3. Name: Long Beach Unified School District
 Address and Telephone: 3333 Airport Way, Long Beach, CA 90806
(562) 427-7923
 Contact Person: Mark Chavez
 Description of Work: Multi-Site Bread Delivery

16. Acknowledgement of Addendums:

The Bidder acknowledges receipt of addendums to Bid # 21/22-004.

Addenda Number	1					Initial Fere
Date	2-9-2022					

17. Certification by Bidder:

I hereby certify that I am able to commit the firm to the Bid submitted.

February 14, 2022
 Date
Galasso's Bakery
 Company Name

 Authorized Signature
Rose Van Der Zanden
 Print Name
Controller
 Title
10820 San Sevaine Way,
 Street Address
Mira Loma California 91752
 City State Zip Code

(951) 360-1211
 Telephone Number
(951) 360-0427
 Fax Number

If you are submitting a proposal as a corporation, please provide your corporate seal here:

BID FORM PRICE SHEET
BID # 21/22-004 NUTRITION SERVICES BREAD AND BAKERY PRODUCTS

Product specifications are based on products and pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available. Some specific brands and specifications shown have been established by the District based on the District's research and expertise, popularity of the item, and/or brand name recognition. The District's Nutrition Services Department Director will be the sole judge as to whether such alternate or "equal" products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District.

Line Item No.	Product Item # or Code	Product Description	Pack Size	Estimated Annual Usage	Bid Package/Loaf Price for 2022/2023	Extended Price
1	No Bid please see Sub/Deviation Form	White Wheat Steak Roll, Hinged 6"	12 per Package	2800 Packages		
2	2139	White Wheat Hamburger Bun, 4"	12 per Package	48,000 Packages	\$2.17	\$104,160.
3	Please see substitution Deviation Form	White Wheat Hot Dog Bun, 6"	12 per Package	5000 Packages		
4	2106	100% Whole Wheat Sliced Loaf Bread, 24 oz. 22 slices	24 oz. per Loaf	1000	\$2.29	\$2,290.-
5	Please see substitution Deviation Form	White Whole Wheat Dinner Roll, 2 oz.	12 per Package	14,000 Packages		
6	No Bid	Tortilla, Fresh, Whole Grain Flour 10"	2 dozen per Package	500 Packages		
7	No Bid	Tortilla, Fresh, Flour 8" Whole Grain Flour	2 dozen per Package	500 Packages		
9	7209	Croissant, 6"	12 per Package	200 Packages	\$11.68	\$2,336.-
10	No Bid	Tortilla, Fresh, Whole Ground Corn, 4"	3 dozen per Package	200 Packages		

The undersigned has read the specifications, instructions and conditions, and all supplementary conditions or instructions included herein, is familiar with and understands the provisions and proposes and agrees to furnish and deliver the goods and/or services in strict accordance with these specifications, instructions, conditions and provisions, and the prices quoted herein:

I certify that I have read and fully understand the intent of this BID No. 21/22-004 NUTRITION SERVICES - BREAD AND BAKERY PRODUCTS. We certify that we have adequate resources to fulfill the bid requirements. We further understand that our ability to meet the criteria and provide the required services shall be judged solely by the District.

We further certify that, since the receipt of this Bid, no contact, discussion, or negotiation has not been made nor will be made regarding this bid for BREAD AND BAKERY PRODUCTS with any District employee or Board Member other than the listed contact person in the Bid. We understand that any such contact could disqualify this proposal.

We further certify that we are properly licensed to conduct business within the scope of this Bid, in the State of California.

We certify that all requirements and addenda contained herein shall be considered part of the entire Bid response and that the complete document submitted shall be considered a legally binding document.

Name of Firm Galassios Bakery
By Rose VanDerZanden
SIGNATURE AND TITLE

Printed Name Rose VanDerZanden
Address 10820 San Sevaine Way, Miraloma, CA 91752
Phone (951) 360-1211
Email rvanderzanden@galassios.com

- END OF SECTION-

DEVIATION/SUBSTITUTION FORM

Line Item No.	Substitute Product Item # or Code	Substitute Product Description	Substitute Brand	Case, Pack or Unit Size	Bid Unit Price	Extended Price
1	191	Enriched Steak Roll Hinged 6" 12 Pack	Galassios	12 Pack	\$2.64	2.64 x 2800 \$7,392.-
3	1286	Enriched Hot Dog Bun 6"	Galassios	12 Pack	\$2.04	2.04 x 2800 5000 \$10,200.-
5	2486	Wheat Dinner Roll 1.8 OZ	Galassios	12 Pack	\$2.16	2.16 x 14,000 \$30,240.-



HESPERIA UNIFIED SCHOOL DISTRICT

PURCHASING DEPARTMENT

15576 Main Street, Hesperia, CA 92345

Phone: (760) 244-4411 ❖ Fax: (760) 244-0075

NUTRITION SERVICES – BREAD AND BAKERY PRODUCTS

BID # 21/22-004

FEBRUARY 9, 2022

ADDENDUM ONE

Please incorporate the following revisions and/or clarifications into the Bid:

Question #1: Will you accept a 7 day lead time on orders? Page 14, under number 10 Ordering says that Bidder..”ability to add and delete items from order up to one (1) day prior to delivery.”

Answer # 1: Yes, we will accept a 7 day lead time on orders.

Question #1: Will you accept a net 30 payment terms? Page 10 under number 11 Payment Terms says “District will pay properly submitted invoices within forty-five (45) days.”

Answer # 2 : The District aims to meet a net 30 payment, but should the payment be held for audit purposes, we ask for a net 45 term.

All other terms & conditions remain unchanged.

- END OF ADDENDUM-

Virginia Gutierrez
Director
Purchasing & Facilities
Ext. 7304
virginia.gutierrez@hesperiausd.org

Paul Lopez
Assistant Director
Purchasing & Facilities
Ext. 7317
paul.lopez@hesperiausd.org

Karina Murillo
Department Secretary
Purchasing & Facilities
Ext. 7381
karina.murillo@hesperiausd.org

Sunny Jowers
Buyer
Purchasing
Ext. 7297
sunny.jowers@hesperiausd.org

Whitney Pele
Purchasing Specialist
Purchasing
Ext. 7301
Whitney.pele@hesperiausd.org

MaryLou Cusino
Accountant
Facilities
Ext. 7308
marylou.cusino@hesperiausd.org

This Addendum must be signed & returned with your proposal.

 7-14-2022

Signature Date

Print Name Title



Name of Company

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

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Rose VanDerZanden Controller
Printed Name Title


Signature

2-14-2022
Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

CERTIFICATION REGARDING LOBBYING

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

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:	Agreement Number:	
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

Name of Food Service Management or Food Service Consulting Company:		
Galasso's Bakery	Signature:	Date:
Rose VanDerZanden		2-14-2022
Name of School Food Authority:	Agreement Number:	

California Department of Education School Nutrition Programs Unit
Child Nutrition and Food Distribution Division April 1998
Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

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

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:



Print Name:

Rose VanDerZanden

Title:

Controller

Telephone No: (95)) 360-1211

Date: February 14, 2022

Federal Use Only:

Authorized for local
reproduction
Standard Form - LLL

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

(FORM MUST BE SUBMITTED WITH THE BID)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC §2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.


The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three - year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and Federal ID Number if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

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

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
<i>Galasso's Bakery</i>	<i>95-2780618</i>
By (Authorized Signature)	
	
Print Name and Title of Person Signing	Date Executed
<i>Rose VanDerZanden, Controller</i>	<i>February 14, 2022</i>

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	Date Executed

-End of Section -

ALCOHOL AND TOBACCO-FREE SCHOOL POLICY

(FORM MUST BE SUBMITTED WITH THE BID)

In the interest of public health, the Hesperia Unified School District provides an alcohol and tobacco-free environment. Smoking or the use of any tobacco products and/or alcoholic beverages are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of the Alcohol and Tobacco-Free School Policy and hereby certify that my employees and I will adhere to the requirements of the policy.

Galasso's Bakery
Name of Contractor

[Signature]
Signature

February 14, 2022
Date

DRUG-FREE WORKPLACE CERTIFICATION
(FORM MUST BE SUBMITTED WITH THE BID)

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

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

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) Establishing a drug-free awareness program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace;
- 2) The person's or organization's policy of maintaining a drug-free workplace;
- 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

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

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

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

Galasso's Bakery
NAME OF CONTRACTOR

Rose Van Der Zanden
Signature

Rose Van Der Zanden
Print Name

Controller
Title

February 14, 2022
Date

CONTRACTORS CERTIFICATE REGARDING WORKERS' COMPENSATION
(FORM MUST BE SUBMITTED WITH THE BID)

I hereby affirm, under penalty of perjury, one of the following declarations:

I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Section 3700 of the Labor Code, for the duration of any business activities conducted for which this license is issued.

I have and will maintain workers' compensation insurance, as required by Labor Code Section 3700, for the duration of any business activities conducted for which this license is issued.

My workers' compensation insurance and policy number are:

Carrier Alaska National 2501 East State Ave. Meridian, ID 83642

Policy Number 21FWS11187

I am exempt from the requirement to obtain workers' compensation insurance under California Business and Professions Code Section 7125(b).

You must check only one of the following boxes:

I do not employ anyone in the manner subject to the workers' compensation laws of California

I am an out-of-state contractor, and I do not hire employees who reside in California. (You must provide a certificate of insurance from your workers' compensation insurance carrier.)

I certify that in the performance of any business activities for which this license is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall comply with the provisions of Labor Code Section 3700.

Company Name Galasso's Bakery

Print Name Rose Van Der Zanden Date 2-14-22

Signature Rose Van Der Zanden

Warning: Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to \$100,000, in addition to the cost of compensation, damages, interest, and attorney's fees, as provided in Labor Code Section 3706.

(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.)

NON-COLLUSION DECLARATION

(To Be Executed By Bidder and Submitted With Bid)

I, Rose VanDerZanden, declare as follows:

That I am the Controller of Galasso's Bakery, the party making the attached Bid; that the attached Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

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

Executed this 14 day of February, 2022, at Mira Loma, California

By:

Name:

Title:

Authority: Public Contract Code 7106

BUY AMERICAN CERTIFICATION

The "Buy American" Provision of Public Law 105-336, 7 CFR Part 210.21(d) requires that school districts buy food produced in the United States when buying with Federal funds. Situations which may warrant a wavier to permit purchases of foreign food products are 1) If the products are not produced within the United States in a sufficient quantity and quality, or 2) If the cost of the domestic food product is significantly higher than foreign products per competitive pricing received and noted.

Vendors submitting a bid response hereby certify compliance and promise to abide by Buy American provisions; that products quoted are domestic products produced and processed in the U.S.A. substantially (over 51% of the final processed product) using agricultural commodities that are produced in the U.S.A. (unless excepted in writing as above.) Additionally, California-made supplies shall be preferred when price, fitness, and quality are equal, pursuant to Government Code Sections 4330-4334 of the State of California.

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

Vendor must complete all sections below per non-American product, failure to do so can lead to a rejection of the entire bid.

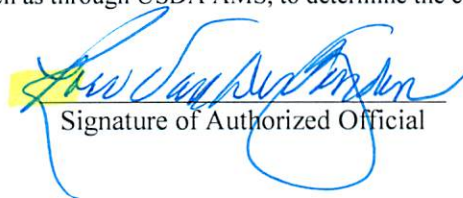
Bid line item number	Product Description /Manufacture	Country of Origin	Domestic Price	Non-American Price	Reason for waiver
	N/A	A			

Attach additional sheets if necessary

Before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

- Are there other domestic sources for this product?
- Is there a domestic product that could be easily substituted, if the non-domestic product is less expensive (e.g. substitute domestic pears for non-domestic apples)?
- Am I soliciting bids for this product at the best time of year? If I contracted earlier or later in the season, would prices and/or availability change?
- Am I using third-party verification, such as through USDA AMS, to determine the cost and availability of domestic and non-domestic foods?

Galasso's Bakery
Name of Vendor/ Contractor


Signature of Authorized Official

Controller
Title

2-14-2022
Date

GALASSO'S BAKERY

Superior Quality | Abundant Variety | Excellent Service

GALASSO'S

BAKERY

April 12, 2019

To Whom It May Concern:



Galasso's Bakery currently delivers to over 100 school districts throughout Southern California. We are dedicated to providing our school food service customers with the best possible products and service available. We appreciate the opportunity to provide your district with pricing for the 2019 - 2020 School Year!

Buy American

This letter serves as a conformance certification that all Galasso's Bakery products are manufactured in the United States from ingredients grown in the United States and as such meet the requirements of 7 CFR, Section 210.21[d] and the "Buy American" provisions of Public Law.

The William F. Goodling Child Nutrition Reauthorization Act of 1998 added a provision, Section 12(n) to the National School Lunch Act (NSLA) (Title 42 United States Code [U.S.C.]) requiring school food authorities (SFA) to purchase, to the maximum extent practicable, domestic agricultural commodity products. The Buy American Provision supports the mission of Child Nutrition Programs (CNP), which is to serve children nutritious meals in schools and support American agriculture. Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. The Buy American Provision also supports SFAs working with local, or small, minority, and women-owned businesses as required by Title 2, Code of Federal Regulations (2 CFR), Section 200.321. SFAs are encouraged to purchase food products from local and regional sources when expanding farm to school efforts.

- The reverse side of this letter identifies Galasso's Bakery items that meet Buy American requirements.
- Additionally, all Galasso's Bakery products are manufactured in California and meet the requirement of California Government Code Sections 4330-4334 Article 2. California-Made Materials.

I certify that all of Galasso's Bakery item(s) are produced and processed in the U.S., locally in California and contain over 51% of agricultural food components, by weight or volume, from the U.S.

Thank You,

A handwritten signature in black ink, appearing to read "Rose VanDerZanden".

Rose VanDerZanden,
Controller

Galasso's Bakery
(951) 360-1211

rvanderzanden@galassos.com



PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA, County of San Bernardino

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the publisher of the DAILY PRESS, a newspaper of general circulation, published in the City of Victorville, County of San Bernardino, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of San Bernardino, State of California, under the date of November 21, 1938, Case number 43096, that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

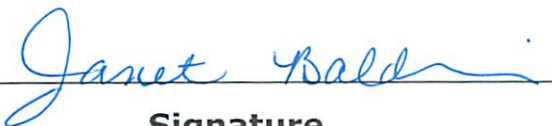
January 26

February 2

All in the year 2022.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated this: 2nd **day of** February,
2022.



Signature

Janet Baldwin

This space is the County Clerk's Filing
Stamp

Proof of Publication of Notice Inviting Bids

Notice Inviting Bids

NOTICE IS HERBY GIVEN that the Hesperia Unified School District of San Bernardino County, California, acting by and through the Governing Board, will receive sealed Bids for the award of a contract for:

BID # 21/22-004 NUTRITION SERVICES - BREAD AND BAKERY PRODUCTS

BIDs will be received in the District Purchasing Department, 15576 Main Street, Hesperia, CA, 92345 until 2:00 P.M. on February 16, 2022, at which time and place said bids may be opened.

Each BID must conform and be responsive to the contract documents, copies of which are now on file and may be obtained in the District Purchasing Department or by accessing the Hesperia Unified School District website.

Published in the
Daily Press
January 26 and
February 2, 2022
(W-70)

1950

THE UNIVERSITY OF CHICAGO

TO THE PRESIDENT OF THE UNIVERSITY OF CHICAGO
FROM THE FACULTY OF THE UNIVERSITY OF CHICAGO

Resolved, That the Faculty of the University of Chicago
express its appreciation to the President of the University
for his leadership and service to the University during
his term of office, and that it expresses its confidence
in the continued success of the University under his
leadership.

Adopted at a meeting of the Faculty of the University of Chicago
held on the 15th day of May, 1950.

Resolved, That the Faculty of the University of Chicago
express its appreciation to the President of the University
for his leadership and service to the University during
his term of office, and that it expresses its confidence
in the continued success of the University under his
leadership.

Adopted at a meeting of the Faculty of the University of Chicago
held on the 15th day of May, 1950.

Resolved, That the Faculty of the University of Chicago
express its appreciation to the President of the University
for his leadership and service to the University during
his term of office, and that it expresses its confidence
in the continued success of the University under his
leadership.

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA, County of San Bernardino

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the publisher of the DAILY PRESS, a newspaper of general circulation, published in the City of Victorville, County of San Bernardino, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of San Bernardino, State of California, under the date of November 21, 1938, Case number 43096, that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

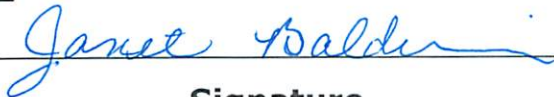
January 26

February 2

All in the year 2022.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

**Dated this: 2nd day of February,
2022.**



Signature

Janet Baldwin

This space is the County Clerk's Filing
Stamp

Proof of Publication of Notice Inviting Bids

Notice Inviting Bids

NOTICE IS HERBY GIVEN that the Hesperia Unified School District of San Bernardino County, California, acting by and through the Governing Board, will receive sealed Bids for the award of a contract for:

BID # 21/22-004 NUTRITION SERVICES - BREAD AND BAKERY PRODUCTS

BIDs will be received in the District Purchasing Department, 15576 Main Street, Hesperia, CA, 92345 until 2:00 P.M. on February 16, 2022, at which time and place said bids may be opened.

Each BID must conform and be responsive to the contract documents, copies of which are now on file and may be obtained in the District Purchasing Department or by accessing the Hesperia Unified School District website.

Published in the
Daily Press
January 26 and
February 2, 2022
(W-70)