

SANTEE SCHOOL DISTRICT

Child Nutrition Services Department
9880 Riverwalk Drive
Santee, CA 92071

INVITATION TO BID

Bid #2023-090-001
FRESH PRODUCE

Bid Opening: Thursday, May 18th, 2023, at 10:00 AM
at the
Santee School District
Child Nutrition Conference Room
9880 Riverwalk Drive
Santee, CA 92071

Publication Dates: May 3rd, and May 10th, 2023

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TOTAL DOCUMENT = 30 PAGES

SANTEE SCHOOL DISTRICT NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Santee School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to but not later than 10:00 a.m. on the 18th of May 2023, sealed bids for the award of a contract for **Bid #2023-090-001, Fresh Produce**. Bids shall be received in the office of the Santee School District, Child Nutrition Conference Room, 9880 Riverwalk Drive, Santee, CA 92071.

The bids shall be opened and publicly read aloud at the above stated time and place.

Each bid must conform and be responsive to the contract documents, copies of which are now on file and may be obtained by visiting the District's website at www.santeesd.net, go to the Purchasing Department and click on Bid Opportunities.

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.

No Bidder may withdraw his bid for a period of sixty (60) days after the bid opening date.

Dated May 3rd, 2023

Board of Education of the Santee School District

Pub: May 3rd and May 10th, 2023

**END OF DOCUMENT
NOTICE TO BIDDERS**

CHECK LIST FOR BIDDERS

Please check this list before submitting your bid.

1. Have you read all 30 pages of the bid?
2. Have the following bid documents been completed, signed and returned with the bid?

_____ Bid Form
_____ Special Provisions
_____ Non-Collusion Affidavit
_____ Buy American Certification
_____ Contractor's Certificate Regarding Workers' Compensation
_____ Equal Opportunity Statement
3. Have you included a copy of your current Business License?
4. Have you included a copy of your Processed Food Registration or Health Permit along with a copy of your most recent facility inspection report?
5. Have you completed all of the Bid Sheets as well as listed any minimum delivery requirements on the Bid Sheet Instructions page?
6. Have you made a copy of the completed bid package so that you can return the entire bid package to the District?
7. Have you made arrangements to bring or mail the bid so that it will arrive on or before the opening time and date of May 18th, 2023, at 10:00 a.m. at the Santee School District, Child Nutrition Conference Room, located at 9880 Riverwalk Drive, Santee, CA 92071?

**END DOCUMENT
CHECK LIST FOR BIDDERS**

INFORMATION FOR BIDDERS

In this document and subsequent documents of this bid, **Bid #2023-090-001 Fresh Produce**, the District is and shall be the Santee School District and the Contractor shall be the successful Bidder.

1. SECURING DOCUMENTS

Specifications and other contract document forms will be available without charge and may be secured by prospective bidders at the Santee School District website: www.santeesd.net. Go to the Purchasing Department and click on Bid Opportunities.

2. PREPARATION OF BID DOCUMENTS

Bids to receive consideration shall be made in accordance with the following instructions:

- a) Bids shall be made upon the forms therefore obtained from the District, properly executed. Bids shall be written in ink or by typewriter before submission and must be made on the item pricing pages. All items on the form must be filled out. Bids are to be verified, as they cannot be corrected after bids are opened. The signature of all persons signing shall be in longhand. The completed forms must not contain any erasures, interlineations or corrections unless each such correction is suitably authenticated with the initials of the person signing the bid. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic bids or modifications will be considered. Each bid submitted must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. The name of each person signing shall also be typed or printed below the signature.
- b) Before submitting a bid, bidders shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations and shall ensure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge. Quote on each item separately. Prices must be stated in units specified or trade standard. Insert unit price for each item on the item pricing pages. More than one unit price inserted for any one item may result in rejection of quotation, unless alternate quotations are specifically requested.
- c) The use of the name of a manufacturer, or any special brand or make, in describing any item in the Contract Documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will always be given due consideration, however, the decision of the Santee School District shall be final.
- d) All items on which bids are submitted must in all cases be equal or better in quality to those manufacturers or brands specified by the District.
- e) The brand and grade of the article on which the bid is submitted should be stated in the bid form. When the make or brand and grade of the article are not stated, it will be understood to be the specific article named by the District.
- f) All bid prices must be quoted FOB destination to the location specified. All costs including, but not limited to, uncontrollable costs; for example: labor cost, fuel cost, container cost, and utility cost, handling cost. Also, prices offered must include off loading and inside delivery.

- g) No bid shall include California sales or use tax, or Federal excise tax unless otherwise specified.
- h) No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices bid.
- i) Bids shall be delivered to said Santee School District, Child Nutrition Services Department, or its representative, at its office on or before the day and hour set for the opening of bids in the NOTICE TO BIDDERS published in the San Diego Daily Transcript. Bids shall be enclosed in a sealed envelope bearing the description of the bid call and the name of the bidder. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
- j) The quantities indicated on the item pricing pages are Santee School District's best estimates as determined from the previous purchases and projected usages and do not obligate Santee School District to purchase the indicated quantities. The annual quantities required may be substantially more or less than indicated.
- k) Any discounts which the bidder desires to price must be stated clearly on the form itself so that the net cost of the proposal can be properly calculated. Prompt payment discounts of less than ten (10) days will be considered net.

3. PRODUCT EVALUATION – SAMPLES REQUIRED UPON REQUEST

- a) When requested, bidders shall submit properly marked samples of each such article on which bid is made to: Santee School District, 9880 Riverwalk Drive, Santee, California, 92071, Attention: Amanda Flamion, Director of Child Nutrition Services. Each sample submitted must be marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state: 1) name of bidder, 2) number of bid, 3) item number, 4) name of item, 5) manufacturer brand and code number.
- b) The Child Nutrition Services Department will request samples of products that meet requirements and need to be evaluated. Bid and samples must not be sent in the same package.

4. DEMONSTRATIONS

If the District considers a need, bidders shall be required to arrange demonstrations of items or services bid. Failure to be able to provide such working demonstration may disqualify the bidder's bid submittal.

- a) Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will upon request, be returned at the bidder's expense.
- b) All articles awarded on contract shall be subject of inspection and rejection. All expenses incurred in conjunction with furnishing articles for inspection shall be borne by the vendor.

5. ADDENDA OR BULLETINS

Any addenda or bulletins issued by the Santee School District during the time of bidding or forming a part of the documents issued to the bidder for the preparation of the bid shall be covered in the bid and shall be made a part of the Contract.

6. WITHDRAWAL OF BIDS

Any bidder may withdraw their bid, either personally or by written request, at any time prior to the scheduled time for opening of bids. No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening thereof.

7. OPENING OF BIDS

Bids will be opened at the time and place scheduled in the NOTICE TO BIDDERS.

8. AWARD OR REJECTION OF BIDS

The District reserves the right to reject any or all bids, or any portion or combination therein; to work with whomever and in whatever manner Santee School District decides; and to abandon the work entirely.

9. AGREEMENT

The form of agreement which the successful bidder, as contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement will be executed in two (2) original counterparts. The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, the Scope of Work, the Accepted Bid, the Specifications, and the Agreement; including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, transportation, and services necessary for the proper delivery of all items called for in the Contract.

10. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may contact the Director of the Child Nutrition Services Department, Santee School District, to request an interpretation or correction thereof. The District may require that such request be in writing, in which case the person submitting the request will be responsible for its prompt delivery.

Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by said Coordinator, and a copy of such Addendum will be mailed, faxed or otherwise delivered to each person receiving a set of such documents. The Santee School District will not be responsible for any other explanation or interpretation of the proposed documents.

11. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make or file or be interested in more than one bid for the same items, unless alternate bids are called for. A person, firm or corporation submitting a sub-proposal to a bidder, or who has bid prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

12. EQUAL BIDS

When bids are equal they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.

13. CONDITIONAL BID

The District reserves the right to reject any bid which imposes conditions, or terms, on purchases which were not specified in the original bid document.

14. ETHICS IN BIDDING

The District expects the Bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one Bidder should not be divulged to another before the award of the contract. The District will consider any Bidder found to be engaging in such practices to be a non-responsible Bidder and may reject its bid on that ground.

15. EQUAL EMPLOYMENT OPPORTUNITY

In the execution of this contract, the successful Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The successful Bidder must complete the EQUAL EMPLOYMENT OPPORTUNITY STATEMENT prior to signing the Agreement.

16. NAME OF THE COMPANY

Bidders shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Bids must be submitted under the correct name of the company and signed by an authorized representative of the firm.

**END OF DOCUMENT
INFORMATION FOR BIDDERS**

SCOPE OF WORK

Bid #2023-090-001 FRESH PRODUCE

1. GENERAL

The Santee School District, Child Nutrition Services Department, (District) is soliciting bids for providing Fresh Produce to be used in the Child Nutrition Services Program for the period **July 1, 2023 through June 30, 2024**. Upon award, the terms and conditions of this Bid or any portion thereof may, upon mutual agreement of the parties, be extended for an additional term or for additional quantities. Please read and complete all relevant portions of the bid form.

The vendor shall complete all information requested on the bid sheets including:

Brand Name	Product Code Number
Purchase Unit Pack	Unit Price
Extended Price (Estimated Quantity X Unit Price = Extended Price)	

2. METHOD OF AWARD

The contract will be awarded as one lot to the lowest responsive and responsible price bid that meets the District's terms, conditions, and specifications. The decision on this rests solely with the Director of Child Nutrition Services. The Governing Board of the Santee School District, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, and to waive any informality in the bids or in the bidding.

The award will be computed and the low bidder determined by multiplying the annual purchases by percentage above or below L.A. Mostly Prices in Section A and by multiplying each line item quantity by the unit price offered to achieve an extended total price for each line item for Section B. Finally, all line item totals from both Section A and Section B will be summed to arrive at a grand total. If any discount is offered it will be subtracted to arrive at the net offer. Vendors will be notified of results, upon request.

3. EVALUATION CRITERIA

The bid will be evaluated not on price alone, but also on the following criteria:

- a. the purchase price;
- b. the reputation of the vendor and of the vendor's goods and services;
- c. a product evaluation;
- d. the quality of the vendor's goods and services;
- e. the extent to which the goods and services meet the District's needs;
- f. the degree to which the goods and services comply with specifications;
- g. the vendor's past relationship with the District;
- h. the long-term cost to the District to acquire the vendor's goods and services;
- i. the discounts offered;
- j. minimum order and delivery quantities;
- k. any other relevant factor that a private business entity would consider in selecting a vendor.

4. DELIVERY LOCATIONS AND TIMES

The District reserves the right to make additions to or deletions from the specified delivery locations at any time and to revise delivery times as required. The bidder shall be required to make direct deliveries to the location(s) listed, between the hours of 6:00 a.m. and 2:00 p.m. Delivery days shall be determined by the District. The District shall be notified immediately of any known delivery delays. Frozen product shall be loaded on the delivery vehicle at a product temperature not to exceed 10 degrees Fahrenheit and shall be

transported via refrigerated truck in such a manner that the food product shall maintain and arrive at its destination with product temperature not to exceed 25 degrees Fahrenheit. Any partially thawed product may be rejected at the delivery point.

Santee School District
Child Nutrition Department – Central Kitchen
9880 Riverwalk Drive
Santee, CA 92071

The District reserves the right to make additions to or deletions from any specified delivery times as required.

5. DELIVERY TERMS AND CONDITIONS

Produce must be delivered in clean, refrigerated trucks and in clean cases/boxes. All produce received must be servable for up to six (6) days after the date of delivery based on the "Use By" date on the packaging. Any shortages or unusable produce must be replaced no later than the next school day.

6. PRICES

Bidder shall offer one firm fixed price for each item offered in the attached District Bid Form. Bidder must indicate brand name, product code number and case count or weight for each item bid. Errors in price computations do not relieve bidder from holding price. Veracity of prices submitted is the sole responsibility of the bidder. Prices bid for all items shall be for the period **July 1, 2023 through June 30, 2024**. Vendor certifies that prices are the lowest offered any comparable customer and the District will be given the benefit of any lower prices or price decreases during the term of the contract.

Prior to June 30, 2024, bidder will be allowed to submit updated pricing for one additional year. Price increase requests must document cost increase of raw materials to the bidder **only**. At the sole discretion of the Santee School District the bid may be renewed for a period of up to two (2) additional years. Each yearly extension shall be subject to separate consideration.

FUEL SURCHARGES

Additional fuel surcharges on invoices will not be accepted, as delivery is F.O.B. destination with any delivery costs to be included in bid pricing.

7. PRICE CHANGES

The successful Bidder shall agree to negotiate all price changes and to supply the District with adequate pertinent documentation to support any price change requested. Documentation includes proof in writing that the vendor has incurred an increase in cost from the processor of any item listed in this contract. **Price change requests must be submitted 30 days prior to implementation to the Child Nutrition Services Office.**

No price increases will be allowed within the first three (3) months of the bid period.

No price changes shall be effective until the District has reviewed and formally accepted all supporting documentation. The contractor shall continue to provide services at the original bid prices until the Director of Child Nutrition Services provides formal written authorization. Fuel surcharges will not be accepted.

8. MATHEMATICAL ERRORS

Should there be any error in extension, addition, or computation, the District shall be entitled to correct such errors based on the unit prices shown, and the corrected total shall be considered as representing the intention of the bidder and be used as the basis for comparison of bid submissions.

9. QUANTITIES

Quantities indicated on this quotation are estimates ONLY, based on prior year usage. They are submitted as information for the bidder. Actual purchases may vary from item to item and the District cannot guarantee that items will be purchased exactly as indicated. Purchase order quantities and issuances will be made on an as needed basis, depending on customer participation.

10. CASES, PACKAGES AND LABELING

All processed produce must be clearly labeled with a "Use By" date. In addition, any pre-washed items must be labeled as such on the bag, box or case.

Packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged containers may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for product or delivery.

All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Cases or product shall be clearly and legibly labeled with product name, code, weight, and count.

All costs for containers shall be borne by the bidder.

11. PRODUCT SPECIFICATIONS AND COMPLIANCE

The brands and products specified are the only brands and products known to meet the District's requirements. When product specifications state "or equal" bidders may offer other brands and products which will be subject to the District's evaluation. If the bidder desires to submit a quotation on an item of equal character and quality, the item must be clearly identified with the brand name and product number. Such substitution shall be accepted only if determined by the District to be equal or superior in all respects to that specified. The decision of the District shall be final.

The District will perform tests on random samples of products that are delivered to ensure compliance with contract specifications.

NUTRITIONAL INFORMATION

Upon request of the District the bidder shall be required to provide a complete nutrient analysis of products. The following information will be required from the manufacturer: weight (gm), water content (gm), calories (Kcal), protein (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), cholesterol (mg), sodium (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg) and iron (mg). No food products shall contain added artificial trans fats. All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat or soybeans.

BUY AMERICAN PROVISION

Federal regulations require that to the maximum extent possible only domestic products be purchased consistent with the "Buy American" provision of the Richard B. Russell National School Lunch Act. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase.

The vendor may be required to provide "Place of Origin" information upon request.

LOCALLY GROWN PRODUCE

The District will purchase to the maximum extent possible, local produce sourced within:

- The state of California and within a 350 mile radius of the County of San Diego.
- San Diego local community farmers within 25 miles of County line.
- Regional farmers within the State of California.

12. SAMPLES AND LITERATURE– Samples Required Upon Request

a) When requested, bidders shall submit properly marked samples of each such article on which bid is made to: Santee School District, Attention: Cathy Abel, Child Nutrition Services Director, 9880 Riverwalk Drive, Santee, CA 92071.

Each sample submitted must be marked in such manner that the marking is fixed so that the identification of the sample is assured. Such marking shall state (1) Name of bidder, (2) Number of bid, (3) Item number, (4) Name of item, (5) Brand and code number.

Bid and samples must not be sent in the same package.

Any bidder offering a brand other than those specified shall furnish specification sheets, product information and other pertinent literature upon request.

Failure to comply with sample and evaluation requirements may result in the Vendor's disqualification from contract award.

13. PRODUCT QUALITY CONTROL

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

14. QUALITY TESTING

The District reserves the right, at Vendor's expense, to submit sample products for testing by a public laboratory every two months to determine product safety and adherence to bid specifications. Additional tests may be ordered in the event that the District determines that a special test is required. Tests may include, but are not limited to: pathogen levels, content, weight, and any other specification requirement.

If tests indicate that samples have unsatisfactory pathogen levels or do not meet contract specifications, the Vendor shall immediately pick up all remaining cases of that particular lot and issue a credit memo to the District for the full value of the returned product or offer immediate replacement at no cost to the original site.

The Vendor will bear the cost of any and all recurring testing considered necessary by the District to ensure that future purchases meet all contract specifications.

Recurring incidents of products not meeting the minimum specifications in this bid, as determined by a public testing laboratory, may be cause for cancellation of this contract. All costs resulting from termination for just cause must be borne by Vendor.

15. SUBSTITUTIONS

In the event the Vendor is unable to deliver an item as specified in this contract, notification of shortage must be made at least 24 hours prior to scheduled delivery, orally, by facsimile or by electronic mail, to the Child Nutrition Services Director at (619) 258-2290. An equal or better substitute product must immediately be made available to the District for approval at no additional charge to the District for product or freight. Substitution ingredient statements and nutritional information must be provided to the Child Nutrition Services Director.

16. ADDITIONAL ITEMS/DELETIONS

The District reserves the right to add other related items to the contract. The price of added items shall be negotiated, not to exceed 10% above bidder's delivered cost and shall be subject to the terms and conditions of this contract.

Some products may need to be discontinued during the period of this bid. The rationale and decision will be at the sole discretion of the Child Nutrition Services Director.

Additions, deletions, or price adjustments will be allowed only upon written authorization of the Child Nutrition Services Department.

17. INSPECTION OF FACILITIES – EVALUATION

The District reserves the right to inspect the facilities of the Vendor and/or Processors prior to award of the contract. If the District determines that after such inspection the Vendor and/or Processors are not capable of performance within the District's standards, their bid will not be considered. The findings and decisions of the District shall be final. Additional inspections during the bid period may be made.

18. PURCHASE OUT OF CONTRACT

The District reserves the right to purchase similar items from other sources.

19. ORDERING CONDITIONS.

a) The District shall submit orders telephonically, in written form or electronically. The District reserves the right to revise as necessary an order no later than 9:00 a.m. the morning preceding any delivery.

b) During the term of the contract, with the full cooperation of Vendor, the District may research and implement innovative approaches to streamline the ordering system.

20. INVOICING AND BILLING PERIOD

The billing period shall begin on the first day of each month and shall end on the last day of each month. All invoices shall include the following information:

- Business name, address and phone number.

- Invoice number and date.
- Designated line for Santee School District signature.
- Ship to address.
- Product description.
- Product quantity for each item ordered.
- Unit and extended price for each item on order.
- Total price of order/invoice.

21. STATEMENTS

Statements shall be mailed within five (5) working days after the last day of the month to facilitate payment. **In addition, the vendor will provide along with the statements, a monthly recap of purchases by school to include the item description, total units purchased per item and the total cost per item purchased.**

Payment will be made on itemized statements with the prices stipulated herein for items delivered and accepted. The District will issue payment by the 20th of the month following delivery.

Please send statements and recap to:

Santee School District
 Child Nutrition Services
 Attn: Amanda Flamion, Director of Child Nutrition Services
 9880 Riverwalk Drive
 Santee, CA 92071

22. CREDIT MEMOS

Product of unacceptable quality, as determined by the District, will be returned. Credit memos shall be provided by the bidder's delivery driver at the time of delivery for all merchandise short on delivery, damaged or spoiled product necessitating a return or reorder.

23. ASSIGNMENT OF CONTRACT

No assignment by the Vendor of any contract to be entered into hereunder or any part thereof, or of funds to be received there under by the Contractor, will be recognized by the District unless such assignment has had the prior approval of the District and the surety has been given due notice of such assignment in writing and has consented thereto in writing.

24. PREVIOUS PERFORMANCE

Vendors are advised that the District reserves the right to reject a bid that cannot demonstrate the ability to provide the products and services required under this agreement. Vendors may be required to verify that they have been in the business called for in this Invitation to Bid for at least three (3) years.

The District intends to solicit bids from qualified Vendors, appropriately staffed, equipped, and currently established in the business of providing food and nutrition products similar to that specified in this Invitation to Bid.

Service is a factor in the determination of the award. A Vendor's past delivery and performance practices relating to any previous or existing contracts will be examined. Vendors who have demonstrated poor performance will be subject to disqualification as a responsible Vendor, disqualifying the Vendor for contract award.

Upon request of the District, the bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, experience in the type of work being required and any other required evidence of the bidder's qualifications to perform. The District may consider such evidence before making the decision to proceed with the work outlined.

25. TERMINATION OF CONTRACT

The District, upon thirty days written notice to Vendor, may terminate this Agreement. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this Agreement.

26. DEFAULT

If the Vendor refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations in a timely manner, or if the Vendor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his sub-vendors should violate any of the provisions of this contract, the District may serve written notice upon him of its intention to terminate this contract. Such notice to contain the reasons for such intention to terminate this contract. Unless such violation(s) cease and arrangements satisfactory to the District for the correction thereof have been made within ten (10) days after the serving of such notice, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

27. CERTIFICATIONS AND DISCLOSURES

When contracts exceed \$100,000, the Child Nutrition Services Department is required to obtain Certification Forms from existing and potential vendors regarding Suspension, Debarment, and Lobbying. All responding Bids must include these completed forms:

- a) Suspension and debarment certification
- b) Certification regarding lobbying
- c) Disclosure of lobbying activities

The **Suspension and Debarment Certification** form certifies that neither the bidder nor any of its principals have been proposed for debarment, debarred, or suspended by a federal agency.

The **Certification Regarding Lobbying** form must be completed.

The **Disclosure of Lobbying Activities** form may need to be completed if any payment has been made or will be made to any person or lobbying entity.

**28. MICHELLE MONTOYA SCHOOL SAFETY ACT (CHAPTER 588, 1997 STATUTES)
COMMUNICATION WITH PUPILS**

In performing this contract, the successful Bidder as Contractor shall be required to prohibit its employees from having contact with pupils. Any employees or subcontractors hired by the successful Bidder will not be permitted to come in contact with pupils or communicate with pupils. In the event the Contractor fails to prevent its employees from having contact with pupils and injury results from failure to prohibit pupil contact or communication with pupils, the Contractor shall defend, indemnify, protect and hold harmless the District. Any subcontractors hired by the Contractor shall be subject to and shall also comply with this provision. The Contractor and subcontractor shall be jointly and severally liable for any jury that results from the subcontractors' failure to comply with this provision.

29. WORKERS' COMPENSATION INSURANCE

The District does not furnish workers' compensation insurance for employees of Vendors. It is understood that Vendor's employees and agents of Vendors are not employees of the District.

The Contractor shall provide, during the life of this contract, workers' compensation insurance for all of his employees engaged in work under this contract. The Contractor shall file with the District certificates of his insurance protecting workers. Failure to furnish such evidence will result in the District declaring the Vendor to be non-responsive or non-responsible.

30. LIABILITY INSURANCE

The insurance required for this contract will be a minimum of:

Public Liability Insurance for injuries including accidental death to any one person in an amount not less than....	\$1,000,000.00.
Subject to the same limit for each person on account of one accident, in an amount not less than...	\$1,000,000.00
Property Damage Insurance in an amount not less than...	\$1,000,000.00
Commercial Automobile Liability Insurance for owned and non owned vehicles not less than...	\$1,000,000.00

The Contractor shall furnish proof thereof in the form of a Certificate of Insurance within thirty (30) days of the effective date of this Agreement. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to the District within thirty (30) days prior to the expiration of the term of any policy required herein.

Any general liability policy provided by the Contractor hereunder shall contain an endorsement which applies its coverage to the District, members of the District's board of trustees, and the officers, agents, employees and volunteers of the District, individually and collectively, as additional insured.

Certificates and insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to the District stating the date of cancellation, reduction or adverse change respecting such insurance. The date of cancellation, reduction or adverse change may not be less than thirty (30) days after date of mailing notice."

After receiving written notice of Cancellation of Insurance, Contractor shall have ten (10) days to provide other policies of insurance similar to the canceled policies and acceptable insurance. If such replacement coverage is not provided, the District may immediately terminate the contract.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from operations under this agreement.

31. HOLD HARMLESS CLAUSE

The Vendor shall hold harmless and indemnify the Santee School District and the Board of Education, its officers, agents and employees from every claim or demand that may be made by reason of:

- a) Any injury, however caused, to person or property sustained by the Vendor or by any person, firm, or corporation employed directly or indirectly by him upon or in connection with this performance under the purchase order.
- b) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Vendor or of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the purchase order.
- c) Any liability that may arise from the furnishing or use of any copyrighted or non-copyrighted composition, secret process, or patented or non-patented invention under the purchase order. The Vendor, at his own expense and risk, shall defend any legal proceeding that may be brought against the Santee School District or the Board of Education, their officers or employees, on any such claim or demand, and satisfying any judgment that may be rendered against them.

32. LICENSES REQUIRED OF THE VENDOR

The Vendor and all of its employees or agents shall secure, and maintain in force, such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law. **A copy of the Vendor's current business license is to be enclosed with this Bid Packet.**

California Health and Safety Code Section 110460, et seq. requires that all businesses engaged in the manufacturing, packing, labeling, or holding (warehousing) of processed food products in this state to register annually with CDHS-FDB. Certification and Registration by the CA Department of Health Services, Food and Drug Branch, is required of all vendors. **A copy of the Vendor's most recent Health Permit or Processed Food Registration certificate is to be enclosed with this Bid Packet along with a copy of the most recent facility inspection report performed by the permitting agency.**

33. HACCP

Vendors are required to maintain a food safety system based on Hazard Analysis Critical Control Point (HACCP) principles and may be required to provide documentation of such practices.

34. RENEWAL CLAUSE

This bid is for one year only. Vendor shall indicate in the appropriate space if he/she would accept the option to renew. At the sole discretion of the Santee School District the bid may be renewed for a period of up to two (2) additional years. Each yearly extension shall be subject to separate consideration.

35. ATTORNEY'S FEES

If suit is brought by either party to this Contract to enforce any of its terms, including all component parts of the contract documents, and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees and investigation expenses.

36. QUESTIONS

Bidders are encouraged to contact Santee School District for pertinent questions or clarification regarding the appropriate method of completing the quotation. All questions shall be directed to Tamara Killpack, Purchasing Technician, Santee School District, 9625 Cuyamaca Street, Santee, CA 92071, (619) 258-2329.

END OF DOCUMENT SCOPE OF WORK

BID FORM

TO: The Santee School District, acting by and through its Governing Board, herein called the District:

1. Pursuant to and in compliance with your Notice to Bidders and other documents relating thereto, the undersigned Bidder, having familiarized the terms of the Agreement, the Specifications, and other Contract Documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, all in strict conformity with the specifications and other Contract Documents, including Addenda Nos. _____, _____, _____, and _____ on file at the Child Nutrition Services Department of said District for the prices set opposite the articles listed herein.

2. It is understood that the District reserves the right to reject this bid in whole or in part; to waive informalities in the bids or bidding, and that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this bid.

3. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening of the bid, or at any time thereafter before this bid is withdrawn, the undersigned agrees that after receipt of notification of award, the contract will be executed. Contractor will provide products and services in the time specified in the Agreement of said Contract Documents.

4. Notice of acceptance or request for additional information should be addressed to the undersigned at the address stated below.

5. Total amount of our bid transferred from the last page of the bid sheets is
\$ _____ . _____ .
_____ Dollars

I, _____, the _____ of the Bidder, hereby certify under
Name of Signer Title
penalty of perjury under the laws of the State of California, that all of the information submitted by the Bidder in connection with this bid and all of the representations made herein are true and correct. Executed on this _____ day of _____, 2023 at
_____, _____, California.

City

County

Legal Name of Bidder _____
Company

By _____
Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of an authorized officer or agent; if the Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his name and signature shall be placed above.

TO BE COMPLETED BY THE SIGNER:

Business Address: _____

Telephone: _____

Fax: _____

E-mail: _____

**END OF DOCUMENT
BID FORM**

SPECIAL PROVISIONS

AWARD AND ADMINISTRATION

This contract is being awarded by the Santee School District.

TERMS

All terms set forth in the bid shall include but not be limited to price, delivery, applicable discounts, service and packaging.

LENGTH OF CONTRACT:

This bid is a one (1) year contract beginning July 1, 2023 through June 30, 2024. The District reserves the right to award this contract annually, for an additional two (2) years.

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

ADD CORPORATE SEAL, IF A CORPORATION AUTHORIZED SIGNATURE OF BIDDER

**END OF DOCUMENT
SPECIAL PROVISIONS**

BUY AMERICAN CERTIFICATION

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

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

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

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

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

Attach additional sheets if necessary

Name of Contractor

Date

Signature of Authorized Official

Title

**END OF DOCUMENT
BUY AMERICAN CERTIFICATION**

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

(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.)

ADD CORPORATE SEAL, IF A CORPORATION AUTHORIZED SIGNATURE OF BIDDER

**END OF DOCUMENT
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

"I hereby certify to the Santee School District that I (if an individual) or we (if a company or corporation) do not discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin."

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

(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.)

ADD CORPORATE SEAL, IF A CORPORATION AUTHORIZED SIGNATURE OF BIDDER

**END DOCUMENT
EQUAL OPPORTUNITY STATEMENT**

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023, in the County of San Diego, State of California, by and between the Santee School District, hereinafter called the District, and _____, hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1: The Contractor hereby agrees to sell to the District food items that may be named later for the District to sell to its customers as detailed in:

**Bid #2023-090-001
FRESH PRODUCE**

and in strict compliance with the contract documents specified in Article 5 below.

ARTICLE 2: TIME FOR PERFORMANCE

(a) The term of this contract shall be from July 1, 2023, through June 30, 2024. The District maintains the right to extend this contract for up to two (2) years depending on new prices and service. Contractor shall not perform any work under this Agreement until (1) Contractor furnishes proof of insurance as required under Article of the Terms and Conditions and (2) the District gives the Contractor a written, signed and numbered purchase order which shall serve as a Notice to Proceed.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the specifications and delivery requirements stipulated herein are adequate and reasonable.

ARTICLE 3: CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, those prices shown in the bid form for the products ordered.

ARTICLE 4: TERMINATION AND DAMAGES This Agreement and Contract may be terminated upon 30 days written notice to the Contractor. Suspension of this contract may be made at any time the District perceives a health and safety problem with the production, storage or delivery of food products. Notification of suspension will be made by telephone to the person authorized to receive notices in Article 6, and written notice will be sent by overnight mail.

The District reserves the right to inspect the facilities of the Contractor at any time during the term of the bid to determine if the specifications and terms of the bid are being met. Denial of this right will result in termination of the contract.

ARTICLE 5: COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Bidders
- Check List for Bidders
- Information for Bidders
- Bid Form
- Special Provisions
- Non-Collusion Affidavit
- Contractor's Certificate Regarding Workers' Compensation
- Equal Opportunity Statement
- Agreement
- Scope of Work
- Addenda Nos. _____, _____, _____, as issued
- Bid Sheet Instructions
- Bid Sheets with Specifications
- Attachment One
- Attachment Two

All of the above-named contract documents are intended to be complementary. Work required by or conditions stated in one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

We propose to enter into a contract to furnish and deliver the items as specified and at the prices bid, which includes all delivery charges.

Deliveries will be made to the designated locations. The merchandise will be unloaded and placed inside the building in an area designated by an authorized representative of the District.

ARTICLE 6: ADMINISTRATION OF THE AGREEMENT AND NOTICES This Agreement shall be administered on behalf of the parties as follows, and any notice or correspondence desired or required to be sent to a party hereunder shall be addressed and directed as follows:

FOR THE DISTRICT: SANTEE SCHOOL DISTRICT
 Attention: Amanda Flamion
 Director of Child Nutrition Services
 9880 Riverwalk Drive
 Santee, CA 92071
 Telephone: (619) 258-2290

FOR THE CONTRACTOR: Name: _____
 Title: _____
 Address: _____

 Telephone: _____
 Fax: _____
 E-mail: _____

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail, and when addressed in accordance with this paragraph, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses or persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. In emergencies, telephone notice may be given if followed by overnight written communication. Any time limits regarding notification will be based on written communication.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

DISTRICT:

SANTEE SCHOOL DISTRICT

By _____

By _____

Printed Name of Signer

Dr. Marcia Hamilton

Title _____

Assistant Superintendent of Business Services

(Corporate Seal if Corporation)

**END OF DOCUMENT
AGREEMENT**

BID SHEET INSTRUCTIONS

VENDOR: _____

INSTRUCTIONS FOR COMPLETION OF BID SHEETS:

1. The brand name or name of the processor/supplier along with the product code number must be written next to each item in the "Item # - Description - Unit Pack" column.
2. When packaging is different than the pack size specified, cross out the pack size shown and write the pack size of the product you are quoting.
3. The vendor is required to multiply the "Estimated Quantity" provided by the District by the "Unit Price" provided by the vendor and to record the extended cost in the "Extended Total" column for each line item.
4. The grand total of the extended costs must be entered on the "Total Bid" line at the bottom of the Bid Sheets.

**END OF DOCUMENT
BID SHEET INSTRUCTIONS**

**Santee School District
Bid Form**

Fresh Fruit and Vegetables 2023-090-001

**THIS IS NOT AN ORDER. QUANTITIES ARE FOR BIDDING PURPOSES ONLY.
DISTRICT IS NOT OBLIGATED TO BUY ANY LISTED ITEM IN THE QUANTITIES INDICATED.**

Note: All items called for under this invitation for bids must conform to the requirements and specifications set forth on the Bid Sheet. The following indicate the specifications of the Fresh Fruits & Vegetables items, which are acceptable to the District. No alterations of the specifications on this sheet are permitted without District-issued addenda. All entries must be type written or written in clearly legible ink. Quantities listed here are estimates and not a guarantee of purchase by the District. Actual quantities purchased may be less or more than listed on this Bid Form.

Item No	Unit Pack	Description	Brand or Trade #	Estimated Quantity	Unit Price	Extended Price
1.	Case	Kiwi, 108 count		200 Cases		
2.	40#	Apples Gala Red #138		500 Cases		
3.	Case	Tomatoes, Grape 12 pint per case		300 Cases		
4.	40#	Apples Granny Smith Green #138		500 Cases		
5.	40#	Apples Red Delicious #138		500 Cases		
6.	200/2 oz	Apple Slices		1500 Cases		
7.	40#	Bananas Petite 150 count		1400 Cases		
8.	Case	Pears, 135 count		300 Cases		
9.	21#	Grapes Red Lunch Bunch		300 Cases		
10	40#	Oranges #138		600 Cases		
11.	Pound	Cantaloupe Chunks by pound		800 Lbs		
12.	Pound	Pineapple Chunks by pound		1000 Lbs		
13.	Pound	Watermelon Chunks by pound		1000 Lbs		
14.	Case	Carrot Baby Packets 100/3 oz		1000 Cases		
15.	5#	Carrot Baby Peeled		1000 Bags		
16.	Case	Strawberries 8 pints per case		500 Cases		
17.	5#	Celery Sticks		250 Bags		
18.	5#	Jicama Sticks		250 Bags		
19.	5#	Tossed Salad, 4 way		1500 Bags		
20.	Case	Cucumbers 36-42 count		900 Cases		
21.	3#	Broccoli Florets		400 Bags		
22.	3#	Cauliflower Florets		200 Bags		
23.	Bag	Spinach Clean 2.5 lbs		100 Bags		
24.	Case	Mandarin Oranges, 25#		200 Cases		
25.	Pound	Honeydew Chunks		400 Lbs		
26.	5#	Romaine Lettuce, chopped		600 Bags		
27.	Case	Nectarines 78 count		100 Cases		
28.	Case	Peaches 70 count		100 Cases		
					Total Base Bid (add rows 1-28)	