

SAN MARCOS UNIFIED SCHOOL DISTRICT

Child Nutrition Services Department
255 Pico Avenue, Suite 250
San Marcos, CA 92069

INVITATION TO BID

BID NUMBER CN2022-03

FRESH PRODUCE

Bid Opening: 10:00 AM on Wednesday, June 15, 2022

at

San Marcos Unified School District
Child Nutrition Services Department
255 Pico Avenue, Suite 250
San Marcos, CA 92069

SUBMITTED BY:

NAME OF COMPANY SUBMITTING BID

Publication Dates: May 30, 2022 and June 6, 2022

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the San Marcos Unified 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 o'clock a.m. of the 15th day of June, 2022, sealed bids for the award of a contract for:

Bid No. CN2022-03, "Fresh Produce."

Bids shall be received in the office of the:

San Marcos Unified School District
Child Nutrition Services Department
255 Pico Avenue, Suite 250
San Marcos, CA 92069

and shall be opened and totals 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 in the Child Nutrition Services Department at 255 Pico Avenue, Suite 250, San Marcos, California, 92069.

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 its bid for a period of sixty (60) days after the bid opening date.

Jaime Chamberlin
Clerk of the Governing Board
San Marcos Unified School District
San Diego County, California

Publication: San Diego Daily Tribune
Publication Dates: May 30, 2022 and June 6, 2022

**END OF DOCUMENT
NOTICE TO BIDDERS**

CHECK LIST FOR BIDDERS

Please check each box before submitting your bid.

- ☐ 1. Have you read all 43 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
 - _____ Certificate Regarding Workers' Compensation
 - _____ Equal Opportunity Statement
 - _____ Drug-Free Workplace Certification
 - _____ Tobacco-Free School Certification
 - _____ Suspension and Debarment Certification
 - _____ Certification Regarding Lobbying
 - _____ Disclosure of Lobbying Activities
- ☐ 3. Have you included a copy of your current business license and a copy of your most recent Processed Food Registration Certificate?
- ☐ 4. Have you completed all of the Bid Sheets and listed any minimum delivery requirements on the Bid Sheet Instructions page?
- ☐ 5. Have you included a Nutrition Facts Label or Manufacturer's Nutrient Analysis for each "or equal" item that was bid?
- ☐ 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 June 15, 2022, at 10:00 A.M. at the San Marcos Unified School District, Child Nutrition Services Department?

**END DOCUMENT
CHECK LIST FOR BIDDERS**

INFORMATION FOR BIDDERS

In this document and subsequent documents of this bid, Bid No. CN 2022-03, the District is the San Marcos Unified School District.

1. SECURING DOCUMENTS

Specifications and other contract document forms will be available to prospective bidders at the office of the Child Nutrition Service Coordinator, San Marcos Unified School District, 255 Pico Avenue, Suite 250, San Marcos, California, 92069. Contact Jake Ludwig, CNS Coordinator, at 760-752-1251 for information regarding the bid packet.

2. NAME

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.

3. 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 at the office of the Child Nutrition Services Coordinator properly executed. Bids shall be written in ink or typed before submission. Bids are to be verified, as they cannot be corrected after bids are opened. The signature of all persons signing shall be by hand. 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 modifications will be considered.

b) **Bidders who would like to receive the product bid sheets in excel format may contact Jake Ludwig, CNS Coordinator, by phone at 760-752-1251 or by e-mail at Jake.Ludwig@smusd.org.** The bidder's e-mail address will be required in order to send the bid sheets electronically. All instructions on page 36, "Bid Sheet Instructions," must be followed whether completing the bid sheets by hand or by using the excel documents. The bidder must print the completed excel bid sheets and submit them along with the entire bid package. Utilizing the excel version of the bid sheets is not a requirement of this bid.

c) 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.

d) 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.

e) 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. Whether or not an item is indeed equal will be determined by the District.

f) 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.

g) All bid prices must include all costs, including, but not limited to, variable costs; such as: labor, fuel, containers, and utilities.

h) No bid shall include California sales or use tax, or Federal excise tax.

i) 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.

j) No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices bid.

k) Bids shall be delivered to the 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. Bids shall be enclosed in a sealed envelope bearing the description of the bid 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

4. ADDENDA OR BULLETINS

Any addenda or bulletins issued by the 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.

5. WITHDRAWAL

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.

6. OPENING

Bids will be opened at the time and place scheduled in the Notice to Bidders.

7. AWARD OR REJECTION

The contract will be awarded to the lowest responsive and responsible bidder(s). 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.

8. EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall thoroughly examine and be familiar with all bid documents including the Scope of Work. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addendum (a), or other documents shall in no way relieve any bidder from obligations with respect to this contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

9. 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 submit a written request for interpretation or clarification to the Coordinator of the Child Nutrition Services Department at least five (5) days prior to the date set for bid opening. Any interpretation or clarification of the documents will be made at least three (3) days prior to the date set for bid opening by Addendum issued by the Coordinator, and a copy of such Addendum will be mailed, emailed or otherwise

delivered to each firm that has requested a set of the documents. The District will not be responsible for any other explanation or interpretation of the proposed documents.

10. 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. No person, firm or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be nonresponsive.

11. EQUAL BIDS

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

12. 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.

13. 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 bid.

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 to inspection and rejection. All expenses incurred in conjunction with furnishing articles for inspection shall be borne by the bidder.

14. PREVIOUS PERFORMANCE

Bidders 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 contract. Bidders 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 bidders, 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 bidder's past delivery and performance practices relating to any previous or existing contracts will be examined. Bidders who have demonstrated poor performance may be subject to disqualification as non-responsible, disqualifying the bidder for contract award.

15. CONTRACT

The form of contract which the successful bidder will be required to execute is included in the contract documents and should be carefully examined by the bidder. The contract will be executed in two (2) original counterparts. The complete contract documents consist of the following: the Notice to Bidders, the Information for Bidders, the Scope of Work, the Bid Form, the Specifications, and the Contract; 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.

16. CONTRACT RENEWALS

This bid is for one year only. If mutually agreeable, the District reserves the right to renew the contract for up to two (2) additional years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the bidder in writing thirty (30) days prior to the expiration of the contract. Bidder shall indicate on the Special Provisions page of this bid document if it would accept the option to renew.

17. ASSIGNMENT

No assignment by the bidder of any contract to be entered into hereunder or any part thereof, or of funds to be received by the bidder, 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 in writing.

18. TERMINATION FOR CONVENIENCE

The District, upon thirty days written notice to bidder, may terminate the contract. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this bid. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, the bidder shall be entitled to no further compensation or payment of any type from the District.

19. TERMINATION FOR DEFAULT

If the bidder refuses or fails to perform all or any part of its obligations, or fails to perform all or any part of its obligations in a timely manner, or if the bidder should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its sub-vendors should violate any of the provisions of this contract, the District may serve written notice upon him of its intention to terminate the contract. Such notice to contain the reasons for such intention to terminate the 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.

20. DAMAGES

The District shall hold the successful bidder liable and responsible for all damages which may be sustained because of the bidder's failure to comply with any conditions herein. If the successful bidder fails to furnish or deliver any material, supplies, equipment or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful bidder. Costs accrued by the District for a purchase resulting from a failure to perform, shall be invoiced to the successful bidder or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. In addition, a charge of \$50.00 will be assessed to cover administrative costs for processing of third-party orders resulting from non-performance.

21. ETHICS

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 may consider any bidder found to be engaging in such practices to be non-responsible and may reject its bid.

22. 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 bidder shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. Bidder must complete and sign the Equal Employment Opportunity Statement which must be attached.

23. TOBACCO-FREE DISTRICT

The District has been designated as tobacco-free. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles. Bidder must sign the Tobacco-Free Certification form which must be attached.

24. DRUG-FREE WORKPLACE

The Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990. Bidder must sign the Drug-Free Workplace Certification which must be attached.

25. CERTIFICATIONS AND DISCLOSURES

When contracts exceed \$100,000, the Child Nutrition Services Department is required to obtain Certification Forms from bidders 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.

School Food Authorities are prohibited from contracting with a vendor that has been debarred, proposed for debarment or suspended.

26. CONTACT WITH PUPILS

In performing this contract, the successful bidder may be required to prohibit its employees from having contact with pupils. Any employees or subcontractors hired by the successful bidder will be subject to California Education Code requirements for background checks and supervision prior to any contact or communication with pupils. In the event the bidder fails to prevent its employees from having contact with pupils and injury results from failure to prohibit pupil contact or communication with pupils, the bidder shall defend, indemnify, protect and hold harmless the District. Any subcontractors hired by the bidder shall be subject to and shall also comply with this

provision. The bidder and subcontractors shall be jointly and severally liable for any jury that results from the subcontractors' failure to comply with this provision.

27. WORKERS' COMPENSATION INSURANCE

The District does not furnish workers' compensation insurance for employees of bidder. It is understood that bidders' employees and agents are not District employees.

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

28. 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.
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Subject to the same limit for each person on account of one accident, in an amount not less than...	\$1,000,000.00
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Property Damage Insurance in an amount not less than...	\$1,000,000.00
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Commercial Automobile Liability Insurance for owned and non-owned vehicles not less than...	\$1,000,000.00
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The bidder shall furnish proof thereof in the form of a Certificate of Insurance within thirty (30) days of the effective date of this contract. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements, 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 bidder 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 insureds.

Certificates and insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amounts 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, bidder 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 bidder's responsibility for payment of damages resulting from operations under this contract.

29. HOLD HARMLESS

The bidder shall hold harmless and indemnify the 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 bidder or by any person, firm, or corporation employed directly or indirectly by him upon or in connection with this performance under the contract.

b) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the bidder or of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the contract.

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 bidder, at his own expense and risk, shall defend any legal proceeding that may be brought against the District or the Board of Trustees, their officers or employees, on any such claim or demand, and satisfying any judgment that may be rendered against them.

30. 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 bidder shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees and investigation expenses.

**END OF DOCUMENT
INFORMATION FOR BIDDERS**

SCOPE OF WORK

**FRESH PRODUCE
2022-23**

1. GENERAL

The San Marcos Unified 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 **August 1, 2022 through July 31, 2023**. 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:

Proposed Brand Name	Unit Price
Extended Total (Estimated Quantity x Unit Price = Extended Total)	

Since this is an "all or nothing" bid, each line item must be extended and the grand total bid must be shown on the last page of the bid sheets.

2. METHOD OF AWARD

The contract will be awarded 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 San Marcos Unified 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. Vendors will be notified of the results by June 30, 2022.

3. CRITERIA TO DETERMINE RESPONSIVE AND RESPONSIBLE BIDDERS

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

During the weeks that school is in session, deliveries must be made twice weekly on Mondays and Thursdays to the following five locations:

SMUSD Warehouse
215 Mata Way, Bldg. 4
San Marcos, CA 92069

SAN MARCOS UNIFIED SCHOOL DISTRICT BID #CN2022-03

San Marcos Middle School
650 W. Mission Road
San Marcos, CA 92069

Woodland Park Middle School
1270 Rock Springs Road
San Marcos, CA 92069

Mission Hills High School
1 Mission Hills Court
San Marcos, CA 92069

San Marcos High School
1615 San Marcos Blvd.
San Marcos, CA 92078

Produce must be delivered between 6:00 A.M. – 7:00 A.M. to our District Warehouse and between 7:00 A.M. – 9:00 A.M. to the two middle and two high schools listed above. The Contractor may choose to make dark drops at the two middle and two high school locations. Dark drops are not allowed at the District Warehouse; however, the Contractor will have access to the Warehouse loading area at 5:30 AM to begin staging orders. See Scope of Work, Article 5, “Delivery Terms and Conditions.”

In the event of a Monday or Thursday school holiday, the District will require delivery on the next scheduled school day. A 2022-2023 school calendar showing District holidays and non-school days is included in this bid packet. District holidays are also listed in the Scope of Work, Article 19 of the bid documents. The District may require a weekly delivery during the summer months to a single location for fresh produce for the summer school program.

The District reserves the right to make additions to or deletions from the specified delivery locations to be served at any time during the period of the contract and to revise delivery times as required.

5. DELIVERY TERMS AND CONDITIONS

Each of the District's eighteen (18) schools will require their produce to be boxed and invoiced separately.

Produce for fourteen (14) of the school sites will be delivered to the District Warehouse. The Contractor must sort, stack and stage the produce by school and place a copy of the delivery invoice on each stack. The Contractor must be prepared for the Warehouse staff to begin checking in orders by 6:30 AM on delivery days. The Contractor should have all orders staged for check-in no later than 7:00 AM.

Deliveries to the three middle and two high schools listed above may be completed between 7:00 AM – 9:00 AM or may be accomplished by dark drop. If the Contractor chooses to make dark drops, deliveries when cafeteria staff is not present, the District will provide the Contractor with a set of keys for each location. The Contractor agrees to bear the cost of re-keying the gates and kitchen doors if these keys are lost. Additionally, the Contractor agrees to be responsible for locking doors and re-setting the alarm after completing a dark drop. The Contractor is further responsible for locking any gates that were locked when the Contractor's delivery personnel arrived on site. If the Contractor's delivery personnel should cause an alarm to be set off at a school location during the course of a dark drop, the Contractor may be required to cover the cost incurred by the District

resulting from such an alarm. Produce delivered by dark drop which requires refrigeration must be placed in the designated refrigerator at each school site.

Produce must be delivered in clean, refrigerated trucks and in clean cases/boxes. Please note that there are no docks at the three middle or two high school locations.

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

Prices bid for all items shall be for the period **August 1, 2022 through July 31, 2023**. 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.

Prices are to be bid on the unit and in dollars to two (2) decimal places.

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 or the Child Nutrition Services Coordinator 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. ORDER SIZE

Any minimum order quantities that are required by the vendor are to be included in these bid documents. Minimums will be considered as part of the bid evaluation.

11. 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.

12. PRODUCT SPECIFICATIONS AND COMPLIANCE

All products must be Grade A USDA #1 or better, unless otherwise specified in the bid.

Made in The U.S.A. and Buy American

Pursuant to Section 104(d) the Child Nutrition Reauthorization Act of 1998, the District will purchase to the maximum extent possible, domestic products for use in the Food and Nutrition program.

In addition, 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. The vendor will be required to provide "Place of Origin" information upon request.

Vendor is expected to provide a representative to provide the district with technical and other assistance as needed.

The District will perform tests on random samples of products that are delivered to ensure compliance with contract specifications. In the event that product fails to meet specifications, Vendor shall pick up all remaining product of that lot and issue a credit memo or offer immediate replacement at no cost to the original site. The Vendor shall make financial restitution to the District within 60 days after a written request.

13. 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: San Marcos Unified School District, Attention: Jake Ludwig, Child Nutrition Services Coordinator, 255 Pico Avenue, Suite 250, San Marcos, CA, 92069.

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.

b) Each item offered shall be subject to an evaluation conducted by a representative group within the District and/or a taste test panel of students. The decision of the District shall be final. The Vendor may be required to demonstrate certain item(s) that were bid.

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

14. 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.

15. 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.

16. 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, to the Child Nutrition Services Coordinator at (760) 752-1251. An equal or better substitute product must immediately be made available to the District for approval and subsequent distribution to the cafeterias at no additional charge to the District for product, freight, or redelivery to District sites. Substitutions in quality or quantity must receive prior approval from the Child Nutrition Services Coordinator in order to qualify for payment. If substitution is unavoidable due to market conditions, Vendor must provide an equivalent item for District approval at no additional cost to the District for product or freight.

17. ADDITIONAL ITEMS/DELETIONS

The District reserves the right to add other related items to the contract. The price of added items shall be negotiated 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 District will provide thirty (30) days notice to the vendor if a product is being discontinued.

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

18. 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.

19. SCHOOL BREAKS AND HOLIDAYS

The 2022-23 school year begins on August 6, 2022. The District will observe the following breaks and holidays during the 2022-23 school year: Labor Day, September 5; Veterans Day, November 11; Thanksgiving Break, November 21-25; Winter Break, December 19-January 6; Martin Luther King Day, January 16; Washington's Birthday, February 17; President's Day, February 20; Spring Break, March 27-31; Memorial Day, May 29. The school year ends on June 7, 2023.

The Vendor must submit their Holiday Delivery Schedules ten days prior to the holiday to the Child Nutrition Services Coordinator. Schedules may be faxed to (760) 752-1137 or emailed to Jake.Ludwig@smusd.org.

20. PURCHASE OUT OF CONTRACT

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

21. ORDERING CONDITIONS

The Vendor may be required to use order forms designed by the District. At a minimum, each order will include product description, product code, and quantity. Separate orders will be placed for each of the District's nineteen (19) schools.

a) The Vendor shall provide a system that permits orders to be transmitted by FAX, e-mail, or electronic order. The Vendor shall provide FAX, toll-free telephone numbers, and e-mail address for ordering, follow-up, etc.

b) A NO-ORDER request will be provided when no delivery requirements are anticipated. The Vendor shall initiate action to ensure that product is delivered as scheduled to each site, unless the CNS Coordinator submits a NO-ORDER request.

c) 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.

22. 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. Invoices will be prepared so that one copy, priced, extended, and signed, shall be left with the shipment at the time of delivery for each school's order. The vendor will retain a second copy to support the monthly statement.

23. STATEMENTS

Statements shall be mailed within five (5) working days after the last day of the month to facilitate payment.

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 to:

San Marcos Unified School District
Child Nutrition Services
Attn: Anita Mast, Accounting Clerk
255 Pico Avenue, Suite 250
San Marcos, CA 92069

24. CREDIT MEMOS

Product of unacceptable quality, as determined by the District, will be returned. Credits may be provided by separate credit memo or by an adjustment to the original invoice.

25. 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.**

Within thirty (30) days following the award of bid, the vendor must also provide the District copies of the most recent Health Permits or Processed Food Registration certificates for all processors that the Vendor will be using as a supplier. If the Vendor changes processing companies at any time during the bid period, the Vendor is responsible for informing the District, and providing copies of the above certificates prior to delivering any product from a new supplier.

26. HACCP

Vendors are required to maintain a food safety system based on Hazard Analysis Critical Control Point (HACCP) principles. Within thirty (30) days following the award of bid, the Vendor may be required to provide the District with documentation as to the processor's HACCP plan, bacterial testing program, and quality assurance program.

**END OF DOCUMENT
SCOPE OF WORK**

BID FORM

TO: The San Marcos Unified 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 _____, 2022 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 San Marcos Unified 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 August 1, 2022 through July 31, 2023. The District reserves the right to award this contract for an additional two (2) years.

VENDOR AGREEMENT FOR RENEWAL OF CONTRACT:

_____ Yes _____ No for the period of August 1, 2023 through July 31, 2024

If yes, total negotiated percentage increase not to exceed _____%.

_____ Yes _____ No for the period of August 1, 2024 through July 31, 2025

If yes, total negotiated percentage increase not to exceed _____%.

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

**END OF DOCUMENT
SPECIAL PROVISIONS**

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.)

END OF DOCUMENT

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

"I hereby certify to the San Marcos Unified 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.)

**END OF DOCUMENT
EQUAL OPPORTUNITY STATEMENT**

DRUG-FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Section 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 or grant for the procurement of any property or service 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 or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant 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 use in the workplace.
 - 2. The person's or organization's policy of maintaining a drug-free (controlled substances, tobacco and alcohol) workplace.
 - 3. The availability of drug counseling, rehabilitation and employee-assistance programs.
 - 4. The penalties that may be imposed upon employees for drug use violations.
- C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (A.) and that, as a condition of employment on the contract or grant, 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 termination, suspension of payments, 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.

SAN MARCOS UNIFIED SCHOOL DISTRICT BID #CN2022-03

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.

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

**END OF DOCUMENT
DRUG-FREE WORKPLACE CERTIFICATION**

TOBACCO-FREE SCHOOL CERTIFICATION

The San Marcos Unified School District Governing Board recognizes the health hazards related to the use of tobacco and tobacco products, including the breathing of second-hand smoke and desires to provide a healthy environment for students and staff

Therefore, the Board, in the best interests of the District, its students, and its employees, and in accordance with State and Federal laws, requires the district to be tobacco-free in all district buildings, facilities, and vehicles owned, leased or operated by the San Marcos Unified School District.

Tobacco-free shall mean prohibition of the use of tobacco or tobacco products on any part of school district grounds or buildings, in district vehicles, and at any time by anyone on district property. This includes tobacco use by staff, students, parents, and other individuals at any district-sponsored event or activity.

Effective January 1, 1995, per the tobacco-free school policy set forth in Board Policy Number 3513.3 of the San Marcos Unified School District, a copy of which is stated above and is incorporated herein by reference; contractors, subcontractors and any officers, agents and employees of either of them shall be deemed visitors to the District while on District premises. Pursuant to the terms of the Policy, the use of tobacco, or any product containing tobacco or nicotine products by any visitor on school premises is prohibited.

By signing below, the undersigned acknowledges notice of Board Policy 3513.3 and remedies set forth herein.

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

**END OF DOCUMENT
TOBACCO-FREE CERTIFICATION**

California Department of Education
PRU 11

Nutrition Services Division
December 2019

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

- A. The participant or respondent certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Bidding Vendor

Title of Authorized Representative

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

Contract Number and Name

California Department of Education
PRU 12, Approved by OMB 0348-0046

Procurement Resources Unit
December 2019

Certification Regarding Lobbying

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 any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. 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.

Bidding Vendor

Title of Authorized Representative

Signature of Authorized Representative

Printed Name of Authorized Representative

Date_____

CN2022-03 Fresh Produce

Disclosure of Lobbying Activities, Form SF-LLL (If Applicable)

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	1) Report Type: a. initial filing b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. 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 (Rev. 7-97)
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Instructions for completion of sf-III, disclosure of lobbying activities

This disclosure form shall be completed by the reporting entity, whether sub awardee 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. Complete all items 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 sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," 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 (item 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 item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included 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 item 4 or 5.

SAN MARCOS UNIFIED SCHOOL DISTRICT BID #CN2022-03

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 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 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022, in the County of San Diego, State of California, by and between the San Marcos Unified 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 NUMBER CN 2022-03
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 August 1, 2022 through July 31, 2023. 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 with a minimum of 4 days notice 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:

SAN MARCOS UNIFIED SCHOOL DISTRICT BID #CN2022-03

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

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: SAN MARCOS UNIFIED SCHOOL DISTRICT
 Attention: Jake Ludwig
 Child Nutrition Services Coordinator
 255 Pico Avenue, Suite 250
 San Marcos, CA 92069
 Telephone:(760) 752-1251

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

 Telephone: _____
 Fax: _____
 E-mail: _____

SAN MARCOS UNIFIED SCHOOL DISTRICT BID #CN2022-03

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:

SAN MARCOS UNIFIED SCHOOL DISTRICT

By _____

By _____

Printed Name of Signer

Erin Garcia

Title _____

Asst. Superintendent of Business Services

**END OF DOCUMENT
AGREEMENT**

**San Marcos Unified School District
Student/Teacher Calendar
2022-2023**

JULY / JULIO						
S	M	T	W	T	F	S
					1	2
3	H	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST / AGOSTO						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	P	P	13
14	P	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER / SEPTIEMBRE						
S	M	T	W	T	F	S
				1	2	3
4	H	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER / OCTUBRE						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER / NOVIEMBRE						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	H	12
13	14	15	16	17	18	19
20	21	22	23	H	H	26
27	28	29	30			

DECEMBER / DICIEMBRE						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	H	24
25	H	27	28	29	30	31

JANUARY / ENERO						
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15	H	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY / FEBRERO						
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19	H	21	22	23	24	25
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MARCH / MARZO						
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APRIL / ABRIL						
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MAY / MAYO						
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JUNE / JUNIO						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

H - Holidays

P-Teacher Prep Days--Non Student Days

Aug. 16 - 1st Day of School

Oct 10 - No School TK-5/DPS/LMA - Parent-Teacher Conferences

Oct 11-14- Minimum Day TK-5/DPS/LMA - Parent-Teacher Conferences

Dec 16 - Minimum Day TK-5/DPS/LMA

Dec 16 - Non-Student Day Gr. 6-12

June 7 - Minimum Day TK-12/Last Day of School

Holidays and Breaks:

Independence Day (Observed) July 4, 2022

Labor Day September 5, 2022

Veteran's Day November 11, 2022

Thanksgiving Recess November 21-25, 2022

Winter Recess Dec. 19, 2022 - Jan 6, 2023

K-8 Early Release every Wednesday

9-12 Late Start on most Tuesdays

Martin Luther King, Jr Day January 16, 2023

Washington's Birthday February 17, 2023

President's Day February 20, 2023

Spring Recess March 27- March 31, 2023

Memorial Day May 29, 2023

Last Day of School June 7, 2023

BID SHEET INSTRUCTIONS

VENDOR: _____

INSTRUCTIONS FOR COMPLETION OF BID SHEETS:

1. The brand name or name of the processor/supplier must be written next to each item in the "Proposed Brand" box. If the product will be obtained from multiple suppliers during the course of the bid period, please list all potential suppliers.
2. The estimated quantities shown on the bid sheets are based on the pack sizes listed under each product description. The stated pack sizes are the preferred pack sizes based on the District's needs. If a bidder quotes an alternate pack size, the bidder must also change the "Estimated Quantity" needed. Cross out the pack size shown on the bid and write the pack size being quoted next to it. Then cross out the "Estimated Quantity" shown on the bid form and calculate the equivalent number of packs that would be needed based on the pack size being quoted. For example, the estimated quantity of broccoli buds shown on the bid sheet is 2,100 three (3) pound bags. If you are quoting a five (5) pound bag, the estimated quantity would be 1,260 bags. ($2,100 \times 3 = 6,300$, divided by 5 = 1,260)
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 "Grand Total Bid" line at the bottom of the Bid Sheets.

IN ADDITION TO THE ITEMS LISTED ON THE BID SHEETS, THE DISTRICT WILL REQUIRE SEASONAL ITEMS TO INCLUDE BUT NOT LIMITED TO TANGERINES, STONE FRUIT, MELONS, GRAPES, AND BERRIES AS WELL AS ½ CUP SINGLE SERVING BAGS OF VARIOUS FRUITS AND VEGETABLES. THE SUCCESSFUL BIDDER WILL PROVIDE THESE ITEMS AT THE LOWEST PRICE OFFERED COMPARABLE CUSTOMERS AT THE TIME OF PURCHASE.

PLEASE STATE ANY MINIMUM DELIVERY REQUIREMENTS: _____

PLEASE LIST ANY ITEMS THAT REQUIRE A SPECIAL ORDER OR LEAD TIME

GREATER THAN 3 DAYS: _____

**END OF DOCUMENT
BID SHEET INSTRUCTION**

Invitation to Bid

Fresh Produce -- Bid # CN2022-03 -- For Period 8/1/2022 thru 7/31/2023

Bid must be returned by: Wednesday, June 15, 2022 10:00:00 AM

This bid will be awarded on an all or nothing basis.

Item # - Description - Unit Pack	Proposed Brand(s) / Variation from Specifications	Est. Qty	Unit Price	Extended Total
PR119 - Apple, Gala (138) 138 Each (1.0000 ea.) /Case		575		\$0.00
Apples, Gala (138 ct.) Firm, crisp and free from bruises and skin discoloration. Must meet 1/2 c. fruit.				
PR003 - Apples, Granny Smith (138) 163 Each (1.0000 ea.) /Carton		375		\$0.00
Granny Smith variety, 138 count. Firm, crisp and free from bruises and skin discoloration. Must meet 1/2 c. fruit.				
PR065 - Apples, Sliced 200/2 oz. Bags 200 Bag (2.0000 oz.) /Case		1,600		\$0.00
Washed, ready to eat, red apple slices in 2 oz. single serve bags. 1/2 cup serving. Must stay fresh and crisp for a minimum of 5 days after delivery.				
PR004 - Apples, Sliced Bulk 1 Bag (3.0000 lb.) /Bag		50		\$0.00
Washed, ready to eat, red apple slices, bulk. Must stay fresh and crisp for a minimum of 5 days after delivery.				
PR053 - Bananas, Petite (150ct) 150 Each (1.0000 ea.) /Carton		1,000		\$0.00
Whole, petite size banana. Skin to be yellow with green tip with minimal bruises or skin discoloration.				
PR005 - Bananas, Regular 104 Each (1.0000 ea.) /Carton		500		\$0.00
Whole, regular size banana. Skin to be yellow with green tip with minimal bruises or skin discoloration.				
PR006 - Broccoli Buds 1 Bag (3.0000 lb.) /Bag		1,000		\$0.00
Pre-washed, table ready. Firm, moist broccoli with tight green bud clusters. Stems and stalk removed.				
PR046 - Cabbage, Green Shredded 1 Bag (5.0000 lb.) /Bag		25		\$0.00
Green cabbage, medium shred. Vacuum sealed preferred to preserve freshness.				

SAN MARCOS UNIFIED SCHOOL DISTRICT BID #CN2022-03

PR007 - Cabbage, Red Shredded 1 Bag (2.0000 lb.) /Bag		300		\$0.00
Red Cabbage, medium shred. Vacuum sealed preferred to preserve freshness.				
PR008 - Carroteenies, 100/3 oz. 100 Bag (3.0000 oz.) /Carton		1,400		\$0.00
Pre-washed, peeled and table ready, mini baby carrots in 3 oz.single serve bags. 1/2 cup serving. Product must stay crisp and firm for a minimum of 5 days after delivery. Soft or whitish color is not acceptable.				
PR009 - Carrots, Baby 1 Bag (1.0000 lb.) /Bag		1,200		\$0.00
Pre-washed, peeled, table ready baby carrots. Crisp, firm, bright orange color. Diameter of 1/2" to 3/4", Length between 2" and 3". Soft or whitish color not acceptable. Prefer vacuum pack to ensure freshness.				
PR090 - Carrots, Diced 1 Bag (1.0000 lb.) /Bag		25		\$0.00
Pre-washed, table ready, peeled 1/4" diced carrots. Prefer vacuum packed to ensure freshness.				
PR010 - Carrots, Shredded 1 Bag (2.0000 lb.) /Bag		250		\$0.00
Pre-washed, table ready, peeled shredded carrots. Prefer vacuum packed to ensure freshness.				
PR039 - Carrots, Sticks 5# 5 Pound (5.0000 lb.) /Bag		90		\$0.00
Pre-washed, table ready. Crisp texture, bright orange in color. Approximately 1/2" by 4" cuts. Prefer vacuum packed to ensure freshness.				
PR011 - Cauliflower Buds 1 Bag (5.0000 lb.) /Bag		10		\$0.00
Washed, table ready cauliflower buds. Fresh, crisp with stem and stalk removed.				
PR012 - Celery Sticks 1 Bag (5.0000 lb.) /Bag		400		\$0.00
Pre-washed, table ready. Crisp texture, light green in color. Approximately 1/2" x 4" cuts. Prefer vacuum packed to ensure freshness.				
PR103 - Celery Sticks, 3 oz. bag 96 Bag (3.0000 oz.) /Case	96 3oz- Duda Farms	25		\$0.00
Pre-washed, table ready. Crisp texture, light green in color. Approximately 1/2" x 4" cuts. Packed in 3oz bags WILL NOT ACCEPT ANY OTHER PACK SIZE.				
PR013 - Celery, Bunch 1 Each (1.0000 ea.) /ea.		20		\$0.00
Celery bunch, prefer top removed. Fresh, crisp, light green in color.				

SAN MARCOS UNIFIED SCHOOL DISTRICT BID #CN2022-03

PR091 - Celery, Diced 1 Bag (1.0000 lb.) /Bag		145		\$0.00
Pre-washed, table ready, peeled 1/4" diced celery. Prefer vacuum packed to ensure freshness.				
PR014 - Cilantro1 Bunch (1.0000 bunch.) /bunch.		2,200		\$0.00
Fresh, dark green lacy leaves.				
PR015 - Cucumber 1 Each (1.0000 ea.) /ea.		18,000		\$0.00
Whole, firm and crisp. Medium size, approximately 6" in length, dark green in color.				
PR016 - Fajita Vegetables Mix 5# 1 Bag (5.0000 lb.) /Bag		50		\$0.00
Pre-washed, table ready julienne strips of onions, green and red bell peppers. Approximately 1/4" in width.				
PR038_1 - Grapes, 1/2 Cup Individual Bags 100 Bag (3.0000 oz.) /Case		600		\$0.00
Firm, sweet red seedless grapes without stems in 3 oz. single serve bags. 1/2 cup serving. Product must stay fresh for a minimum of 5 days after delivery.				
PR017 - Jicama Sticks 1 Bag (5.0000 lb.) /Bag		1,600		\$0.00
Pre-washed, table ready, peeled jicama. Approximately 4" sticks. Product must be fresh and crisp. Prefer vacuum packed to ensure freshness.				
PR019 - Lettuce, 4-Way Mix 1 Bag (5.0000 lb.) /Bag		1,700		\$0.00
Triple washed, table ready. Salad size cuts. Approximately 75% iceberg, 15% Romaine, 5% shredded carrots and 5% red cabbage. Carrots and cabbage to be in separate packages inside the 5 lb. bag. Vacuum packed preferred to ensure freshness.				
PR021 - Lettuce, Green Leaf - Carton 24 Head (1.0000 head.) /Carton		60		\$0.00
Leaf lettuce, fresh, bright green in color. Price by the carton, 24 heads per carton.				
PR020 - Lettuce, Green Leaf - Head 1 Head (1.0000 head.) /head.		400		\$0.00
Leaf lettuce, fresh, bright green in color. Price by the head.				
PR022_1 - Lettuce, Romaine (5#) 1 Bag (5.0000 lb.) /Bag		1,300		\$0.00
Triple washed, table ready Romaine lettuce chopped into bite size pieces. Fresh, dark green outer leaves and golden yellow inner leaves. Sweet, tender taste. Vacuum packed preferred to ensure freshness.				

SAN MARCOS UNIFIED SCHOOL DISTRICT BID #CN2022-03

PR023 - Lettuce, Shredded 1 Bag (5.0000 lb.) /Bag		500		\$0.00
Triple washed, table ready iceberg lettuce, shredded in approximately 1/8" x 3" strips. Vacuum packed preferred to preserve freshness.				
PR024 - Lettuce, Spring Mix 1 Carton (3.0000 lb.) /Carton		500		\$0.00
Triple washed, table ready mixed spring greens.				
PR073 - Lime 1 Each (1.0000 ea.) /ea.		250		\$0.00
Whole, fresh, juicy. Medium size, bright green in color. Price by the each.				
PR026 - Onions, Green 1 Bunch (1.0000 bunch.) /bunch.		70		\$0.00
Fresh green scallions, approximately 1/4 lb. per bunch.				
PR092 - Onions, Red Diced 1 Bag (1.0000 lb.) /Bag		25		\$0.00
Table ready, diced red onions, 1/4" cut.				
PR025 - Onions, Yellow Diced 1 Bag (1.0000 lb.) /Bag		150		\$0.00
Table ready, diced yellow onions, 1/4" cut.				
PR101 - Onions, Yellow Whole (1ea/#) 1 Pound (1.0000 Sack) /lb.		75		\$0.00
Whole, yellow, medium size, 2" - 3" in diameter. Price by the pound.				
PR028 - Oranges 138 Each (1.0000 ea.) /Carton		975		\$0.00
Whole, Navel or Valencia, 138 count. Juicy flesh with bright orange skin. Free from bruises and skin discoloration. Must meet 1/2 c. fruit.				
PR062 - Pears, Fresh (Bartlett or D'Anjou) 108ct 125 Each (1.0000 ea.) /Case	Bartlett or D'Anjou	600		\$0.00
Whole, Bartlett or D'Anjou, 125 count. Firm, clean and bright with a greenish color. Free from bruises and skin discolorations. Must meet 1/2 c. fruit.				
PR104 - Peas, China Snow 1 Pound (1.0000 lb.) /lb.		50		\$0.00
Flat green pods with small immature peas inside. Firm with good green coloring.				
PR041 - Pepper, Green Bell Whole (2ea/#) 1 Pound (1.0000 lb.) /lb.		1,150		\$0.00
Whole, fresh, firm, bright green in color. Price by the pound.				

SAN MARCOS UNIFIED SCHOOL DISTRICT BID #CN2022-03

PR030 - Pepper, Red Bell Whole (2ea/#) 1 Pound (1.0000 lb.) /lb.		1,300		\$0.00
Whole, fresh, firm, bright red in color. Price by the pound.				
PR115 - Pepper, Yellow Bell Whole (2ea/#) 1 Pound (1.0000 lb.) /lb.		1,200		\$0.00
Whole, fresh, firm, bright yellow in color. Price by the pound.				
PR134 - Serrano Peppers (approx. 29ea/#) 1 Pound (1.0000 lb.) /lb.		50		\$0.00
PR126 - Spinach, Fresh, cleaned 1 bag (2.5000 lb.) /Bag		25		\$0.00
WILL NOT ACCEPT ANY OTHER PACK SIZE.				
PR105 - Squash, Yellow Medium (2ea/#) 1 Pound (1.0000 lb.) /lb.		250		\$0.00
Medium size, approximately 6", Crookneck with yellow rind, white flesh and seeds. Price by the pound.				
PR135 - Tomatillos (approx 11ea/#) 1 Pound (1.0000 lb.) /lb.		125		\$0.00
PR032 - Tomatoes, Cherry 1 Pint (1.0000 pt.) /pt.		2,000		\$0.00
Whole, fresh, firm and ripe cherry tomato variety. Bright red color. Approximately 1" in size.				
PR042 - Tomatoes, Diced 1 Flat (5.0000 lb.) /Flat		100		\$0.00
Table ready, diced red tomatoes. 1/4" - 1/2" cuts. Prefer packaged in 5 lb. tray.				
PR033 - Tomatoes, Grape 1 Pint (1.0000 pt.) /pt.		6,000		\$0.00
Whole, fresh, firm and ripe grape tomato variety. Bright red in color.				
PR034 - Tomatoes, Whole (2ea/#) 1 Pound (1.0000 lb.) /lb.		160		\$0.00
Whole, fresh, firm and ripe. Bright red in color. Extra large, approximately 2 1/2" - 3 1/2" in size. Price by the pound.				
PR035 - Tomatoes, Whole (CASE=60ea) 60 Each (1.0000 ea.) /Carton		75		\$0.00
Whole, fresh, firm and ripe. Bright red in color. Extra large, 5 x 6 x 2 pack size. Price by the case.				
PR114 - Yam Sticks1 Bag (5.0000 lb.) /Bag		250		\$0.00

SAN MARCOS UNIFIED SCHOOL DISTRICT BID #CN2022-03

Pre-washed, table ready, peeled yams/sweet potatoes with orange flesh cut into approximately 4" sticks. Product must be fresh and crisp. Prefer vacuum packed to ensure freshness.

PR036 - Zucchini, Squash Italian (2ea/#) 1 Pound (1.0000 lb.) /lb.		250		\$0.00
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Whole, fresh, firm small green zucchini squash. Medium size, approximately 6" in length. Price by the pound.

**GRAND TOTAL BID FOR
PRODUCE: \$0.00**

END OF DOCUMENT

BID SHEETS