

REQUEST FOR PROPOSAL
OF
NON-COMMODITY FOOD AND NON-FOOD ITEMS

2019-2020 SCHOOL YEAR

FOR

TRACY UNIFIED SCHOOL DISTRICT



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Tracy Unified School District
Request for Proposal of
Non-Commodity Food and Non-Food Items

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NOTICE INVITING BIDDERS

NOTICE IS HEREBY GIVEN THAT the Tracy Unified School District (hereinafter referred to as "District", acting by and through its Governing Board, invites qualified suppliers to submit responses for the Request for Proposal (RFP) of Non-Commodity Food and Non-Food Items.

Proposals shall be **sealed** and **clearly marked with TUSD FOOD SERVICES REQUEST FOR PROPOSAL FOR NON-COMMODITY FOOD AND NON-FOOD ITEMS FOR THE 2019-2020 SCHOOL YEAR**, and received up to, but no later than **2:00 PM, April 25, 2019**, and shall be received at:
TRACY UNIFIED SCHOOL DISTRICT
FOOD SERVICES OFFICE
1875 W. LOWELL AVE.
TRACY, CA 95376

Proposals will be received at the above stated time and place, however, no commitment will be made at that time until all proposals are evaluated for pricing, specifications and other pertinent information. Any nonconforming or incomplete proposal may be rejected. Bidders must comply with the instructions contained in the proposal package. It shall be the full responsibility of all bidders to insure that sealed proposals are delivered to the above office by the time and date stated. *Facsimile (FAX) copies or E-mail of the proposal will not be accepted.* The District will not be responsible for late deliveries by U.S. mail or any other means.

All proposals shall be made on form(s) furnished by the DISTRICT. Proposals must conform with and be responsive to the contract documents, copies of which are on file and may be obtained from the office of the Food Services Department or accessible on our website at <https://www.tracy.k12.ca.us>.

All questions regarding the RFP shall be submitted in writing to Brandy Campbell, Director of Food Services via email to bcampbell@tusd.net.

The District reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in any proposals or in the RFP process. No bid, or any portion thereof, may be withdrawn for a period of ninety (90) days after bid opening.

Dated: March 29, 2019

Publication Dates: April 4, 2019 & April 11, 2019

GENERAL TERMS AND CONDITIONS

1. Preparation of the Bid Form

The DISTRICT invites bids on the form attached to be submitted at the time and place stated in the Notice Inviting Bidders. Bids shall be submitted on the prescribed Bid forms, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in blue ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder.

2. Form and Delivery of Bids

The bid shall be made on the Bid Forms provided (Exhibit A Food Products List for Bid), and the complete bid, together with an electronic copy (flash drive or CD with unprotected Excel File of Exhibit A Products List for Bid – Not PDF) of the bid forms and any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered to the Food Services Department of the District, address: 1875 W. Lowell Ave., Tracy, CA 95376, and must be received on or before the time set forth in the Notice Inviting Bidders. The envelope shall be plainly marked with the bidder's name, the Contract designation (REQUEST FOR PROPOSAL FOR NON-COMMODITY FOOD AND NON-FOOD ITEMS), and the date and time that the proposal is due. It is the bidder's sole responsibility to ensure that its bid is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

NOTE: 'Exhibit A – Products List for Bid' must be completed and submitted with bid IN WRITTEN FORM AND IN ELECTRONIC FORM (Unprotected Flash Drive or CD).

3. District Requirements

The quantity shown is the estimate of consumption for the contract period, and is intended as a guide only. The District is not obligated to purchase the amount shown. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. If at any time the successful bidder(s) should fail or be unable for any reason to provide items and in the volume as needed by the District, the District reserves the right to acquire as necessary from other sources during the life of the contract.

The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period.

4. Brand Name and Manufacturer Code

Where brand names and models of their "equal" are identified such reference is not intended to be restrictive but is for the sole purpose of indicating to prospective bidders a description of the articles required.

Substitution after the award will not be permitted.

If bidding on a brand different from the item specified, and/or manufacturer code different than the item specified, the bidder(s) shall state the brand name and manufacturer code in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and manufacturer code specified in the bid form.

5. Prices

Quoted prices must include all delivery charges and surtaxes. No extra charges will be allowed. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid except by written approval and acceptance by the District and confirmed a minimum of 30 days in advance. If pricing changes, the vendor needs to give the District a thirty (30) day written notice.

6. Taxes

The District shall not be responsible for any taxes or surcharges of any kind with the exception of sales tax or use tax where applicable. Applicable taxes shall be added by the vendor to the invoices(s), and shall not be included in the bid.

7. Whole Grain

Unless specifically for catering, all grain items quoted must contain 100 percent whole grain or a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50 percent is whole grain. The remaining 50 percent or less of grains, if any, must be enriched.

8. Trans-Fat

Any item containing trans-fat will not be accepted.

9. Smart Snacks in Schools

Any item not meeting Smart Snacks in School requirements **must** be noted as such.

10. Milk and Milk Products

Class 1 milk product bid prices must be expressed as the monthly minimum price established by the California Department of Food and Agriculture, plus a percentage margin. Prices must be expressed in prices rounded to four decimal places. Vendors can access class price information at <http://www.cdffa.ca.gov/dairy>.

11. Domestic Origin

Items of foreign origin must be so indicated, in accordance with the provisions of Chapter 226 of the 1933 Statutes of the State of California and California Public Contract Code Section 3410. Your signature to this document will be taken as your certification that all manufactured articles, processed foods, produce, materials and supplies not so indicated have been made, grown or produced in the United States or its insular possessions from articles, materials or supplies mined, grown, produced or manufactured as the case may be, in those areas.

12. Buy American

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for the Program meals. A 'domestic commodity or product' is defined as one that is produced in the U.S. and is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing in accordance with the requirements above (see Item 19). The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications: Price of the domestic food alternative substitute(s); and Availability of the domestic alternative substitute(s) in the relation to the quantity ordered.
- Reason for the exception; limited/lack of availability or price (include price): Price of the domestic food product; and Price of the non-domestic product that meets the required specification of the domestic product.

We require that suppliers certify the food product was processed in the U.S. and certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to us.

Supplier may use following language to provide the District with Buy American certification: "We certify that (insert commodity or product name) was produced and processed in the U.S. and contains over 51% of its agricultural food component, by weight or volume, from the U.S."

13. Signature

Bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign on behalf of the bidder, and must be in permanent blue ink.

14. Modifications

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid.

15. Withdrawal of Bids

Any bid may be withdrawn, either personally, by written request, or by telegraphic request at any time prior to the scheduled closing time for receipt of bids. All requests for bid withdrawal must be accompanied with a power-of- attorney or other proof acceptable to the DISTRICT, which authorizes the individual requesting the bid withdrawal to so act on behalf of the bidder.

16. Method of Awarding Contract

District reserves the right of determination that items bid meet or do not meet bid specifications. District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The contract will be awarded to the lowest responsive and responsible bidder(s). Vendors must offer products and services meeting the District's specifications and be capable of delivering quality of goods and services as required without minimum quantities. Award of this bid shall be made by individual line item or groups of line items, and based on usage, to the lowest-priced responsible bidder (for each item or group) who is fully responsive to the terms of this solicitation. The Director of Food Services reserves the right to reject any or all written bids, or waive any irregularity or any written bid. Equal bids: when bids are equal they shall be awarded by drawing of lots and shall be witnessed by (3) impartial observers.

The District will award based on the following criteria:

Cost:	35%
Product Specifications:	30%
References/Past Experience:	20%
Taste/Visual Appeal/Acceptability:	15%

Definition of Criteria

Cost – Cost will be determined by per serving cost.

Product Specifications – Meets all specifications as defined by bid specifications.

Taste/Visual Appeal/Acceptability – Product must be appealing to the customer, provide best taste and visual appeal under normal school cafeteria conditions and provide appropriate servings/yield to product specifications.

References/Past Experience – manufacturers capable of performing successfully under the terms and conditions of the contract. This would include competent personnel, reliable transport, filling orders in full without backorders, on time deliveries, accurate invoicing and pricing, and easy and prompt communication.

17. Contract Renewal

Contract term is one (1) year, effective July 1, 2019 through June 30, 2020. Contract may be extended upon mutual consent of District and vendor for one (1) additional year, up to three (3) consecutive years in accordance with provisions contained in the Education Code, Sections 17596 (K-12). 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 vendor, in writing, thirty (30) days prior to the expiration of the contract, in accordance with provisions contained in the Education Code, Sections 17596 (K-12).

18. Forfeiture for Failure to Execute Contract

In the event the bidder to whom an award is made fails or refuses to execute the contract within five calendar days from the date receiving notification that he is the bidder to whom the contract is awarded, District may award the work to the next lowest bidder, or may call for new bids.

19. Delivery

See EXHIBIT B for delivery locations (subject to change). All bids on items shall be F.O.B. school district. No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices bid.

Upon award of bid, supplier shall keep sufficient stocks of awarded product and service material to insure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed items.

If the successful bidder is unable to supply any product listed herein, the district may purchase such a product at a fair market value from another source.

No temporary substitution of products will be allowed without permission from the Director of Food Services or Food Service Coordinator or Secretary to the Director of Food Services.

All products shall conform to provisions set forth in Federal, State, County, and City laws for their production, handling, processing, marketing, and labeling. In the event of off-flavor damage, or items found to be unsatisfactory for consumption, the Contractor shall replace items promptly or issue credit to the District at the Districts discretion.

20. Lead Time and Special Order Items

If any item(s) require a lead-time beyond one week or are a special order (non-stocked) item, Bidder must indicate on the bid form in the column provided.

21. Age and Condition of Items

Stock shall be fresh, sound, prepared in properly equipped plants under modern sanitary conditions in accordance with the best commercial practice, and free from decay, discoloration or foreign matter. Containers must be sound, clean, sturdy and sealed. Opened or damaged packages will not be accepted. Packages must have uniform identifying labels placed on the container. Brand, manufacturer code, and count must be clearly identified on master cases and boxes within master cases. All products must have a visible freshness date/code.

22. Inspection of Products Furnished

All items furnished shall be subject to inspection and rejection by the District for spoilage, defects, or non-compliance with the specifications. If a product is rejected at the time of delivery, it must be removed from the place of delivery at once without expense to the District, and shall be replaced with satisfactory items. A corrected invoice shall be sent to the district.

23. Warehouse and School Site Deliveries

School Site delivery times are 6:30 am – 11:00 am

Warehouse delivery times are 7:00 am – 8:30 am and 2:00 pm – 3:30 pm

Warehouse deliveries require an appointment

TUSD Food Service Warehouse
1975 W. Lowell Ave.
Tracy, CA 95376
209-830-3255

West High School
1775 W. Lowell Ave.
Tracy, CA 95376

Kimball High School
3200 Jaguar Run
Tracy, CA 95377

Tracy High School
315 E. 11th Street
Tracy, CA 95376

Williams Middle School
1600 Tennis Lane
Tracy, CA 95376

Monte Vista Middle School
751 W. Lowell Ave.
Tracy, CA 95376

24. Invoices and Payments

The contractor shall provide itemized invoices in duplicate to the name and address listed on the cover page of this document. Invoices for purchases at the delivered price are not due and payable until delivery of product and do not constitute an obligation by the District until the month following the month for which charges accrue. The District shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due thirty (30) days from the date the items are received and accepted by the District, or thirty (30) days from the date a correct invoice is received in the above office, whichever is later. The vendor must provide two copies of each delivery invoice. The vendor will inform the District of any special discounts for payment received within a ten day period. Contractor shall furnish a recap of items purchased upon request.

25. Authorized Purchase Agents

The Director of Food Services, Food Services Coordinator, Secretary to the Director of Food Services, and Food Service Supervisors are the only authorized purchase agents for the District.

26. Delay Due to Unforeseen Circumstances

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include Acts of God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations superimposed after the fact.

27. Recall Plan

To ensure the safety to our students' vendor must communicate all product recall information in a timely manner and plan pick up and reimbursement if necessary. Provide information on your company's policy for handling recalled product.

28. Safety Data Sheets

For all products requiring a Safety Data Sheet – The District requires that a Safety Data Sheet accompany all orders at the time of delivery.

29. HACCP

Bidders must provide HACCP plan, designee and certification letter with bid.

30. Anti-Discrimination

It is the policy of the District that in connection with all work performed, materials purchased or supplies provided under any contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California

Fair Employment Practice Act, beginning with Labor Code section 1410 and Labor Code section 1735. In addition, the vendor agrees to require like compliance by any sub-vendors employed on the work by him.

31. Compliance with Laws

Seller shall in the performance of work under district's order fully comply with applicable federal, state and local laws and regulations, and shall indemnify and hold District harmless from any liability, cost or expense (including without limitation District's court costs and reasonable attorney's fees) resulting from seller's failure of compliance. Seller agrees upon request to furnish District with a certification of compliance with respect to any or all such laws and regulations in such form as District may require. Should seller fail to comply with any law(s) the District may terminate the agreement without notice.

32. Contractor is Not an Officer, Employee or Agent of the District

While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District or its member districts.

33. Authority

Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

34. Equal Employment Opportunity

In connection with the execution of this contract, bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, and disability. The bidder shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, national origin, age, sex, and disability. Such actions shall include, but not be limited to, the following: 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.

35. Termination for Default

If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

36. Termination of Agreement for No Cause

District MAY TERMINATE THIS Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to

the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the DISTRICT.

37. Assignment of Contract

The successful vendor shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the terms appearing on this bid, which may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of TUSD Governing Board. Notice is hereby given that the District will not honor any assignment made by the vendor unless the consent in writing, as indicated above, has been given.

38. Next Best Bidder

If the successful bidder withdraws its proposal or fails or refuses to execute the Service Contract or to perform in accordance with its terms, the District may award the Contract to the bidder(s) with the next best proposal.

39. Addenda or Bulletins

Any addenda or bulletins issues by the District during the time soliciting bid or forming a part of the bid loaned to the vendor for the preparation of this bid shall be covered in the bid and shall be made a part of the contract

40. Contingencies and Changes

Bids shall be firm and not made contingent upon events or engineering which will not have occurred until after the bid is awarded.

41. Additional Items

During the term of this agreement, as the need for other products arises or new products are developed, the District reserves the right to add items to this agreement. The price of such items shall be negotiated between the District and the Vendor and shall be subject to the terms and conditions of this agreement.

42. Tobacco-Free and Drug-Free District

The District has been designated as a Tobacco-free and Drug-Free District. Tobacco (smoked or smokeless) or drug use is prohibited at all times on all areas of District property. Successful bidders shall submit the Alcohol and Tobacco-Free Certification as well as the Drug-Free Workplace Certification included with the RFP packet within 90 days of award of contract.

43. IRS Requirements

The District shall view the legal position of the bidder as an "independent contractor" and that all persons employed to furnish services are employees of the bidder and not of the District.

- a) The District shall not be liable for any of the contractor's acts or omissions performed under the contract to which the bidder is party.
- b) The bidder will complete IRS form W-9 providing tax payer identification number and also indicate whether bidder is a corporation, sole-proprietor, partnership, individual, etc. This form must be on file with the District within (60) days from the date of the contract start date.

44. Fingerprinting Requirement

Successful bidders shall submit within 90 days of award of contract, a fully executed "Criminal Records Check Certification" form. Although Education Code 45125.2(a) (3) provides an option regarding District surveillance, the District does not provide this as an option to the Contractor. California Education Code Section 45125.2 requires entities providing services to the District to ensure the safety of pupils where employees of the entity or subcontractors will have contact with pupils. Therefore, Contractor shall certify that methods are being undertaken to ensure the pupils' safety. Certification must be accomplished by the completion of the "Criminal Records Check Certification" form which is provided in the RFP Documents.

45. Protests

If the bidder protests the award of a contract, he/she should contact the District by contacting Brandy Campbell at bcampbell@tUSD.net. The District will respond within 30 days.

46. Insurance Requirements

Limited Indemnification and Hold Harmless: CONTRACTOR and its agents, officers and employees shall defend, indemnify, and hold harmless TUSD, its elected and appointed officers, agents, employees, volunteers, contractors and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which TUSD, its selected and appointed officers, agents, employees, volunteers, contractors and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of CONTRACTOR in the performance of and in accordance with the terms of the Agreement entered into between CONTRACTOR and TUSD. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

Commercial General Liability Insurance: CONTRACTOR shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by CONTRACTOR. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least "All" status as rated in the most recent edition of Best's Insurance Reports or as amended agreement between TUSD and CONTRACTOR. All policies shall contain a provision requiring thirty (30) days written notice to be given to TUSD prior to cancellation, modification, or reduction of limits.

Additional Insured Endorsement: TUSD, its elected and appointed officers, agents, employees, volunteers, contractors and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "TUSD, its elected and appointed officers, agents, employees, volunteers,

contractors and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement."

Primary Insurance Endorsement: In addition to the "Additional Insured" as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Such insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the TUSD, its elected and appointed officers, agents, employees, contractors and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."

Limitation of Commercial, General Liability and Property Damage Insurance: Total limits shall be no less than one million (\$1,000,000.00) dollars on a per occurrence basis for all coverage's and two (\$2,000,000.00) dollars general aggregate.

Certificate of Insurance: Prior to commencing services pursuant to this Agreement, CONTRACTOR shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of CONTRACTOR'S insurance provider. Such certificate shall include the Endorsements described in this Agreement as attachments.

Workers' Compensation: CONTRACTOR shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "CONTRACTOR is 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 such provisions before commencing the performance of the Agreement." Prior to commencing services pursuant to this Agreement, CONTRACTOR shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, or an insurance certificate executed by a duly-authorized agent of CONTRACTOR'S insurance provider. Injury and Illness Prevention: CONTRACTOR shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "CONTRACTOR is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement." The Injury and Illness Prevention Plan shall be available to TUSD upon request.

47. Entire Agreement

The complete Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Agreement, exists between the parties. This Agreement and the Contract can be modified only by an agreement in writing, signed by both parties and pursuant to action of the Governing Board.

48. Authority

Each person executing this agreement warrants that he or she has the authority to so execute this agreement and that no further approval of any kind is necessary to bind the parties hereto.

LIST OF REQUIRED SUBMITTALS

Request for Proposal of Non-Commodity Food and Non-Food Items

NOTE: The following items must be filled in completely with appropriate signatures and submitted with your bid. Failure to submit any of the required materials will be non-responsive to the bid requirements and may be grounds for disqualification.

1. Exhibit A Food Products List for Bid
2. Electronic copy (Flash Drive or CD) of bid documents (Exhibit A in Excel format as provided by District)
3. Signature Page
4. Noncollusion Declaration
5. Information Required of Bidder
6. List of References
7. Worker's Compensation Certification
8. Alcohol and Tobacco Free Certification
9. Drug-Free Workplace Certification
10. Criminal Records Check Certification
11. Suspension and Debarment Certification
12. Disclosure of Lobbying Activities

SIGNATURE PAGE

REQUEST FOR PROPOSAL FOR NON-COMMODITY FOOD AND NON-FOOD ITEMS FOR THE 2019-2020 SCHOOL YEAR

TRACY UNIFIED SCHOOL DISTRICT

FOOD SERVICES DEPARTMENT

1875 W. LOWELL AVENUE

TRACY, CALIFORNIA 95376

NOTICE IS HEREBY GIVEN that written Requests for Proposal are being requested from Tracy Unified School District Food Services Department, for Non-Commodity Food and Non-Food Items for the 2019-2020 school year. The written proposals must be sealed and will be received up to 2:00 p.m. on April 25th, 2019.

ALL written proposals must be made on forms obtained from the Food Services Office, Tracy Unified School District and signed by the vendor.

WE, the undersigned, have reviewed the General Terms and Conditions as outlined in the Requests for Proposal for Non-Commodity Food and Non-Food Items as specified by Tracy Unified School District Food Services Department.

WE, the undersigned, agree to furnish the product specified at the quoted price and to comply with conditions of this RFP Document.

IT IS UNDERSTOOD that in the event we should fail to provide the products specified at the quoted price, and/or fail to comply with the conditions as stated in the RFP Document, the district reserves the right to cancel any contract.

Original Signature

Name & Title (print)	Date
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Vendor Name

Address

Telephone Number/FAX number

NONCOLLUSION DECLARATION

to Be Executed by Bidder and Submitted with Bid

Request for Proposal for Non-Commodity Food and Non-Food Items for the 2019-2020 School Year

(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date],
at _____ [city], _____ [state].

Signature of Officer

Typed Name of Officer

Office

INFORMATION REQUIRED OF BIDDER

General Information

(To be submitted with Bid)

Bidder shall furnish the following information. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to Bidder's firm and any of its officers, directors, shareholders, parties and principals.

1. Firm name and address:

2. Telephone: _____ Fax: _____

3. Type of firm: (Check one)

Individual____Partnership____Corporation____Joint Venture ____

4. If Bidder's organization is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's Name: _____

d. Vice-president's Name(s) _____

e. Secretary's _____

f. Name: _____

5. If Bidder is an individual or a partnership, answer the following:

a. Date of Organization: _____

b. Name and Address of all partners (state whether general or limited partnership):

6. If Bidder's organization is other than a corporation or partnership, describe organization, name principals, and include titles, if any:

7. Number of years as a vendor of the products/services of this type: _____

8. Have you been assessed liquidated damages for any project in the past three years?
If Yes, Explain: _____
9. Have you been in litigation on a question relating to your performance on a contract during the past three years? _____

If "Yes," explain, and provide case name and number:

LIST OF REFERENCES
(To be submitted with Bid)

The following information should contain persons or entities familiar with Bidder's work. Bidders must be able to list three references verifying responsiveness and responsibility in delivery and product availability:

1. Name of Agency: _____

Agency Address: _____

Contact Person and Telephone: _____

Type of Equipment/Supplies or other Services Provided: _____

Contract Amount: _____

2. Name of Agency: _____

Agency Address: _____

Contact Person and Telephone: _____

Type of Equipment/Supplies or other Services Provided: _____

Contract Amount: _____

3. Name of Agency: _____

Agency Address: _____

Contact Person and Telephone: _____

Type of Equipment/Supplies or other Services Provided: _____

Contract Amount: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 states as follows:

"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 either as an individual employer, or as one employer in a group of employers, 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 or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of section 3702."

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 the code, and I will comply with such provisions before commencing the performance of the Work of the Contract.

In signing below, VENDOR covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidders.

(Proper Name of Vendor)

By: _____

(Signature of Authorized Signor)

(Title of Signor)

By: _____

(Signature of Authorized Signor)

(Title of Signor)

(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 the Contract.)

ALCOHOL AND TOBACCO FREE CERTIFICATION

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Authorized Official of Contractor: _____(company name)

Print Name

Title

Phone Number

Email Address

Signature

Date

Note: This document must be executed and submitted with the executed Agreement between Owner and Contractor.

DRUG-FREE WORKPLACE CERTIFICATION

This 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 Drug-Free Workplace Act of 1990 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 abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee- assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract 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 (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and

(c) require 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 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.

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.

In signing below, VENDOR covenants that it has complied with the signature requirements described in Item 45 of the Information for Bidders.

VENDOR

Date: _____

By: _____

Name/Title: _____

Date: _____

By: _____

Name/Title: _____

CRIMINAL RECORDS CHECK CERTIFICATION
(Vendor Fingerprinting Requirements)

VENDOR CERTIFICATION

With respect to the Agreement dated_____, 2019 by and between Tracy Unified School District ("DISTRICT") and_____("VENDOR") for the provision of services, CONTRACTOR hereby certifies to DISTRICT's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

Date

VENDOR EXEMPTION

Pursuant to Education Code section 45125.1, the Tracy Unified School District ("DISTRICT") has determined that_____("VENDOR") is exempt from the criminal background check certification requirements for the agreement dated_____, 2019 by and between DISTRICT and VENDOR ("Agreement") because

- ☐ VENDOR's employees will have limited contact with DISTRICT students during the course of the Agreement; or
- ☐ Emergency or exceptional circumstances exist.

District Official

Date

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 *CFR* Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 *CFR* Section 3017.200:

A. The contractor 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 applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Contractor/Company Name

TUSD Non-Commodity Food and Non-Food RFP
Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date

Disclosure of Lobbying Activities and Instructions

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

Approved by
OMB

<p>1. Type of Federal Action:</p> <p>a. Contract</p> <p>b. Grant</p> <p>c. Cooperative agreement</p> <p>d. Loan</p> <p>e. Loan guarantee</p> <p>f. Loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. Bid/Offer/Application</p> <p>b. Initial Award</p> <p>c. Post-Award</p>	<p>3. Report Type:</p> <p>a. Initial filing</p> <p>b. Material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p>	
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p><input type="checkbox"/> Tier, if known</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>		<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>		<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>		<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>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.</p>		<p>Signature:</p>	
		<p>Print Name:</p>	
		<p>Title:</p>	
		<p>Telephone No: ()</p>	<p>Date:</p>
<p>FEDERAL USE ONLY:</p>		<p><i>Authorized for Local Reproduction</i> Standard Form (SF—LLL (Rev. 7-97))</p>	

INSTRUCTIONS
Disclosure of Lobbying Activities (SF-LLL)

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to 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 (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, U.S. Department of Agriculture, Food and Nutrition Service.
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., RFP number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
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 phone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.
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EXHIBIT B
Delivery Locations
Tracy Unified School District

SITE	STREET ADDRESS	CITY, STATE, ZIP	TELEPHONE NUMBER
	WAREHOUSE		
FOOD SERVICE WAREHOUSE	1975 W. Lowell Ave.	Tracy, CA 95376	830-3255
	KITCHEN SITES		
KIMBALL HIGH SCHOOL	3200 Jaguar Run	Tracy, CA 95377	832-6608
MONTE VISTA MIDDLE SCHOOL	751 W. Lowell Ave.	Tracy, CA 95376	830-3343
TRACY HIGH SCHOOL	315 E. 11 th Street	Tracy, CA 95376	830-3368
*WEST HIGH SCHOOL	1775 W. Lowell Ave.	Tracy, CA 95376	830-3378
*WILLIAMS MIDDLE SCHOOL	1600 Tennis Lane	Tracy, CA 95376	830-3348
	SATELLITE SCHOOL SITES		
Bohn Elementary School	350 E. Mt. Diablo Ave.	Tracy, CA 95376	830-3302
Central Elementary School	1370 Parker Ave.	Tracy, CA 95376	830-3305
Freiler Elementary School	2421 W. Lowell Ave.	Tracy, CA 95376	830-3311
Hirsch Elementary School	1280 Dove Dr.	Tracy, CA 95376	830-3314
Institute for Global Commerce & Govt.	1904 N. Corral Hollow Rd.	Tracy, CA 95376	830-3380 x8347
Jacobson Elementary School	1750 W. Kavanaugh Ave.	Tracy, CA 95376	830-3318
Kelly Elementary School	535 Mabel Josephine Dr.	Tracy, CA 95377	830-3392
McKinley Elementary School	800 W. Carlton Way	Tracy, CA 95376	830-3332
North Elementary School	2875 Holly Dr.	Tracy, CA 95376	830-3352
Poet Christian Elementary School	1701 S. Central Ave.	Tracy, CA 95376	830-3327
South-West Park Elementary School	500 W. Mt. Oso Rd.	Tracy, CA 95376	830-3330
Stein Continuation High School	650 W. 10 th St.	Tracy, CA 95376	830-3395 x8439
Villalovoz Elementary School	1550 Cypress Dr.	Tracy, CA 95376	830-3333

*** Denotes Central Kitchens**