

Hayward Unified School District

24411 AMADOR STREET
HAYWARD CA, 94544
510.784.2600



REQUEST FOR BID
Bid #24.148 - Produce

BID DUE DATE AND TIME
May 16, 2024 at 10:00 AM

HAYWARD UNIFIED SCHOOL DISTRICT
Purchasing Department
24411 Amador Street
Hayward, California 94544
Phone: 510-784-2600 x72620

Hayward Unified School District
Produce Bid # 24.148
Bid Due Date May 20, 2024

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN THAT the Hayward Unified School District (hereinafter referred to as "District" invites qualified suppliers to submit bids for the following contracts:

Bid Number: **24.148 Produce**

Bids shall be sealed and **clearly marked with the HUSD Bid Name and Number** and received up to, but no later than **10:00 a.m., May 16, 2024**

Bids shall be received at: **Hayward Unified School District Purchasing Department
24411 Amador Street Hayward, CA 94544**

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

All bids shall be made on form(s) furnished by the DISTRICT. Bids must conform with and be responsive to the contract documents, copies of which are on file and accessible on our website at <https://www.husd.us/departments/purchasing/active-bids-proposals>

All questions regarding the Bid shall be submitted in writing to Victoria Coronado, Purchasing Manager via email to vcoronado@husd.k12.ca.us no later than **10:00 a.m. on Friday, May 10, 2024.**

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 No bid, or any portion thereof, may be withdrawn for a period of ninety (90) days after bid opening.

Publication Dates: 4/26/24 and 5/3/24

INSTRUCTIONS TO BIDDER

Produce - Bid # 24.148

Background: The Hayward Unified School District is seeking a distribution company to deliver produce products for; the School Breakfast Program, the National School Lunch Program, the At Risk After School Program and the Child and Adult Care Feeding Program. The District services approximately 5,000 breakfasts, 11,000 lunches and 3,000 dinners daily to 22 Elementary Schools, 5 Middle Schools and 4 High Schools.

The District is committed to serving nutritious meals in support of education. All meals are reimbursable and we do not offer an ala carte program. We are seeking one vendor who can provide a variety of products that meet the nutritional goals of Healthy and Hunger-Free Kids Act of 2010.

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 Bids. 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 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 (Bid Form plus 24.148 Exhibit A Unit Costs), and the complete bid, together with an electronic copy (flash drive or CD with Bid Form plus the Excel File copy of 24.148 Exhibit A Unit Costs) 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 Purchasing Department of the District, address: 24411 Amador Street, Hayward, California 94544, and must be received on or before the time set forth in the Notice Inviting Bids. The envelope shall be plainly marked with the bidder's name, the Contract designation (Bid #24.148 Produce) and the date and time for the opening of bids. 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 Public Contract Code Section 20112 "whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid shall not be received after that time." Any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

NOTE: '24.148 Exhibit A Unit Costs" **must** be completed and submitted with bid **IN WRITTEN FORM AND IN ELECTRONIC FORM.**

3. 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.

4. 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.

5. Erasures, Inconsistent Bids

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the case of an error in an extension, the unit price upon which the extension is based shall take precedence. In the event the DISTRICT determines that any bid is unintelligible, inconsistent or ambiguous, the DISTRICT may reject such bid as not being responsive to the invitation to bid.

6. Withdrawal of Bids

Any bid may be withdrawn, either personally, by written request, or by telegraphic request confirmed in the manner specified above for bid modifications, 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.

7. Form of Agreement

Proposed Agreement which the successful bidder will be required to execute is included in the contract documents and should be carefully examined by the bidder. No redaction, addition or other changes will be allowed without District approval.

8. 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 work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub- proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

9. Award of Contract

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 award of the contract, if made by the District, will be in accordance with Public Contract Code 20111(c) and consistent with federal procurement standards in Sections 200.318 to 200.326, inclusive of part 200 of Title 2 of the Code of Federal Regulations “the award shall be let to the most responsive and responsible party. The price shall be the primary consideration, but not the only determining factor.”

The District may award to multiple bidders based on individual items bid, or any combination of individual items, or upon a cumulative total of all items bid; whichever method is determined to be in its best interests.

If two identical low bids are received from responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code 20117.

The contract term(s) shall be July 1, 2024 thru June 30, 2025 with an option for the District

to extend the term for two (2) additional, 1 year terms. The total contract term including extensions may not exceed 3 years.

10. Competency of Bidders

In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Work covered by the bid. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Work. To this end, each bid shall be supported by a statement of the bidder's experience as of the recent date on the form entitled "INFORMATION REQUIRED OF BIDDER," bound herein.

11. 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.

12. Delivery Charges

All bids on items shall be f.o.b. destination. No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices bid.

13. Delivery

See EXHIBIT B for delivery locations (subject to change).

Upon award of bid, supplier shall keep sufficient stocks of 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.

Product will be ordered electronically the week of expected delivery. It is the responsibility of the vendor to order products in advance anticipating the usage and menu items as provided by the District at a minimum of one month in advance of a menu cycle.

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 Vendor shall replace items promptly at no additional cost to the District or shall issue full credit to the District at the District's discretion.

14. Age And Condition Of Items

Stock shall be fresh, not frozen at any time before delivery and 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.

15. 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.

The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the vendor to any other school district or any other state, county, municipal or local governmental agency in Alameda County for products listed herein.

Quoted prices must include all delivery charges and District reserves the right to revoke the bid award unless qualifying decreases are passed on to the District.

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.

16. Sales Tax

Do not include California State Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Do not include or add Federal Excise Tax, as the District is exempt.

17. District Requirements

The quantity shown is the estimate of consumption for the contract period. 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.

In addition, the unit case and pack size listed indicates precisely District's size needed. No alternate sizes will be accepted.

If at any time the successful bidder(s) should fail or be unable, for any reason, to provide items needed and the volume needed by the District, the District reserves the right to acquire as necessary from other sources during the life of the contract.

18. Interpretation of Bid 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 contract documents or finds discrepancies, in or omissions from, the Specifications, they must, no later than 10:00am, May 17, 2024, submit to the Purchasing Manager of the District a written request via email, with bid number and name clearly stated in the Subject field, to vcoronado@husd.k12.ca.us for an interpretation or correction hereof. Any interpretation or addendum duly issued by the District will be emailed to the person submitting the request and will be posted to the District website. The District will not be responsible for any other explanation or interpretation of the proposed documents.

19. Alternate / Substitutions for Specified Items

Whenever in these specifications any item is indicated or specified, such specifications shall be deemed to be used for the purpose of facilitating description of the item desired and shall

be deemed to be followed by the words "or equal".

The unit case and pack size listed indicate precisely District's size needed. No alternate sizes will be accepted.

Bidders may propose items equal to those specified herein but must furnish complete specifications of each item together with a sample of the item proposed by and before **10:00 am, May 10, 2024**.

SUCH REQUEST FOR "OR EQUAL" SUBSTITUTION, SPECIFICATIONS AND SAMPLES, MUST BE FURNISHED TOGETHER AND DELIVERED TO:

Hayward Unified School District
Food Services Department
Attention: Lucky Vasquez
24400 Amador Street
Hayward, CA 94544

NO LATER THAN 10:00 AM, May 10, 2024, at no cost or obligation to the District, for the purposes of testing and evaluation. The District at its sole discretion will make a determination as to the acceptance or rejection of a proposed substitution.

The District will notify the bidder not less than three (3) calendar days prior to the bid deadline whether the requested substitution has been approved as an "or equal" to the specified item. If an alternate has been indicated but rejected by the District as not being an "equal", the bidder agrees that by submitting its bid, the bidder shall provide the specified item.

Unless an APPROVED substitute is indicated, it is agreed all items proposed are as named in the specifications. Substitution after the award will not be permitted.

20. Marking of Packages

Each package contained in each shipment shall be clearly marked with the District purchase order number. Failure to mark the packages may delay district acceptance and payment for the shipment.

21. Addenda

Addenda or changes to the project specification may be issued by the District prior to bid opening and any addenda so issued will be considered to be included in the contractors' proposal cost.

22. 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.

23. 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. 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."

The District prefers produce grown within the state of California when seasonally available. The District reserves the right to request origin of each product as we deem necessary.

The District will give preference to bidders that provide fresh, seasonal, and regionally grown produce. The District strictly complies with the Buy American provision and will not accept non-domestic produce.

24. Alignment with District Values

The Hayward Unified School District (HUSD) and its Governing Board are committed to fostering equity, inclusion, and acceptance of all of our students and staff. We reject discrimination and are dedicated to achieving and fostering diversity and tolerance in our staff, our school population, and in our curriculum. We are also committed to ensuring that these values are essential principles integrated into all District policies, programs, operations, and practices. It is our mission to promote social equity, which includes a supply base reflecting the diverse students, employees, and the rich variety and diversity of families and communities we serve.

As we strive to lead as an ethical role model in the community, we encourage our vendors to join us in our mission of eliminating discrimination in all forms by supporting and sharing our core values. We wish to partner with vendors and contractors who share these values,

and stand with us in our mission of inclusion and acceptance.

It is the intention of the Hayward Unified School District that in connection with all work performed, materials purchased or supplies provided for the Hayward Unified School District Community, the HUSD and its Vendor partners will jointly work to ensure that: “No person shall be excluded from participation in or denied the benefits of any HUSD program or activity on the basis of sex, sexual orientation, gender, gender identity, gender expression, genetic information, age, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, including a perception that the person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics in any program or activity conducted by the HUSD. HUSD vendor

partners agree to comply with 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 compliance by any sub-vendors employed on district projects.

LIST OF REQUIRED SUBMITTALS

Produce Bid # 24.148

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 may be non-responsive to the bid requirements and may be grounds for disqualification.

1. Bid Form
2. Exhibit A Unit Costs
3. Noncollusion Declaration
4. Information Required of Bidder with List References
5. Verification and Execution
6. Federal Certifications Form
7. Buy American Form
8. Electronic copy of bid documents (Exhibit A in Excel format as provided by District)

BID FORM

Produce Bid # 24.148

TO: HAYWARD UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT:"

1. Pursuant to your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, as defined in the Agreement, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the work required in connection with the following:

Bid No: 24.148 Produce

2. All in strict conformity with the complete contract as defined in the Agreement, including addenda nos. _____, _____, _____ and _____, on file at the office of the DISTRICT'S Purchasing Department, located at 24411 Amador Street, Hayward, California, for the sum (Total bid for all items – tax is not included in this total) of

_____ dollars \$_____.

MUST Attach 'EXHIBIT A' for Unit Bid Costs (Hard copy plus electronic copy)

3. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice Inviting Bids.
4. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted within five (5) calendar days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated per the Agreement, Item 3 'Term'.
5. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

Email: _

Mailing Address: _____

6. The name of all persons interested in the foregoing proposal as principals are as follows (list Name and Title):

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

7. Pursuant to Section 4552 of the Government Code, in submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under Cartwright Act (Chapter 2 {commencing with Section 16700} of Part 2 of Division 7 of Business and Profession Code), arising from purchase of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing tenders final payment to the bidder.
8. If the bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and that _____ whose title is _____ is authorized to act for and bind the corporation.
9. In the event the bidder to whom Notice of Intent to Award Contract is given fails or refuses to post the required Certificate of Insurance and return executed copies of the agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the successful bidder shall be deemed to be in default and the District may award the contract to the next lowest bidder.

Signature Authorization and Nature of Bidders Firm.

The undersigned certifies that he/she is authorized to sign this proposal on behalf of the bidding firm or company.

Nature of Company _____
Company Name of Bidder _____
Signature of Bidder _____
Contact Name _____
Contact Phone number _____
Contact Email _____

Corporate Seal (if a corporation)

NON COLLUSION DECLARATION
(To Be Executed by Bidder and Submitted with Bid)

Produce Bid # 24.148

(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
(To Be Executed by Bidder and Submitted with Bid)
General Information

Bidder shall furnish the following information. Failure to comply with this requirement will render the proposal informal and may cause its rejection. 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: _____ Email: _____

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: _____

Treasurer's _____

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. List other states in which Bidder's organization is legally qualified to do business.

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

9. If applicable, person who inspected site of the proposed Work for your firm:

Name and Title: _____

Date of Inspection: _____

10. Has your firm or any of its principals defaulted so as to cause a loss to a surety? If the answer is "Yes", give dates, name and address of surety and details.

11. Have you been assessed liquidated damages for any project in the past three years?

If Yes, Explain: _____

12. 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:

13. Have you ever failed to complete a project in the last three years? _____

If so, give name of owner and details

14. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation.

15. List the names, addresses and telephone numbers of three successful references, preferably school district clients whose jobs you have worked on in the past three years.

Name	Address	Telephone
_____	_____	() _____
_____	_____	() _____
_____	_____	() _____

16. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of DISTRICT?
If so, please elaborate. _____

17. Has your firm ever been found to be “non-responsible” by an awarding agency? If so, please elaborate. _____

18. List Trade References:

19. List Bank References:

List of References

(To Be Executed by Bidder and Submitted with Bid)

The following information should contain persons or entities familiar with Bidder's work. **Vendors must be able to list at least 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 Services Provided: _____

Contract Amount: _____

Verification and Execution

(To Be Executed by Bidder and Submitted with Bid)

This document shall be executed only by a duly authorized official of Bidder.

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

Executed this _____ day of _____, 2024, at _____,

County of _____, State of _____.

Signature

Name

Title

24.148 Produce - **FORM OF AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the Hayward Unified School District, Alameda County, California, hereinafter called the District, and [Vendor Name], whose place of business is [Vendor Street Address] hereinafter called the Vendor for the Bid 24.148 Produce.

WITNESSETH:

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **THE CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The Bid Package Documents of Bid 24.148 Produce, the Accepted Bid, the General Specifications, Addenda and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Vendor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.
2. **SERVICES, MATERIALS AND SUPPLIES:** The vendor agrees to furnish the service or services, the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. It is understood by the Vendor that all items or service will be promptly delivered to the District.
3. **COMPENSATION:** DISTRICT agrees to pay VENDOR the sum (Not To Exceed) of _____ (\$ _____) to be paid Monthly within thirty (30) days from DISTRICT's receipt of an undisputed itemized invoice.
4. **PAYMENTS.** The vendor shall submit an itemized invoice in duplicate of products satisfactorily delivered. District shall pay the vendor the full amount of each invoice within thirty (30) days of receipt except as noted in item 8.
5. **TERM:** The term of this Agreement shall commence on July 1, 2024 (the "Effective Date"), and shall continue thereafter until June 30, 2025. This contract may be extended by two (2) additional one (1) year terms. The total term of this contract may not exceed 3 years.
6. **TERMINATION FOR DEFAULT:** If the said Vendor 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 Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Vendor 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.

7. **TERMINATION OF AGREEMENT WITHOUT CAUSE:** DISTRICT may terminate this Agreement at any time by giving the Vendor 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, Vendor shall be entitled to no further compensation or payment of any type from the DISTRICT.
8. **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.
9. **EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be by unit prices agreed upon by the District and the Vendor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.
10. **TIME OF COMPLETION:** The Vendor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract. The Vendor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.
11. **THE DISTRICT'S INSPECTOR:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this Contract. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall forthwith remedy such defect in a manner satisfactory to the District.
12. **REMOVAL OF REJECTED ITEMS:** All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Vendor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

13. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non- performance is not due in part to the fault or neglect of the party not performing.
14. ASSIGNMENT OF CONTRACT: The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.
15. INSURANCE PERMITS AND LICENSES REQUIRED OF THE VENDOR: The Vendor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Specifications. The Vendor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by 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.

16. 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.
17. SAVE HARMLESS CLAUSE: The Vendor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this contract.
18. ATTORNEYS' 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 Vendor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.
19. NOTICE: All notices, requests, demands, and other communications given or required to be given under this Agreement shall be in writing, duly addressed to the parties as follows:
DISTRICT:
Hayward Unified School District
Purchasing Department

24411 Amador Street
Hayward, California 94541
Attn: Purchasing Manager

VENDOR:

DISTRICT and VENDOR may from time to time designate any other address for this purpose by written notice to the other party.

20. STATE AUDIT. Pursuant to and in accordance with the provisions of California Government Code section 8546.7, or any amendments thereto, all books, records, and files of DISTRICT or VENDOR connected with the performance of the Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under the Agreement. VENDOR shall preserve and cause to be preserved such books, records, and files for the audit period.
21. VENDOR 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 Vendor is an independent vendor, and is not an officer, employee or agent of the District or its member districts.
22. REQUIRED PROVISIONS: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
23. GOVERNING LAW: This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Alameda County.
24. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement, exists between the parties.
25. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

Signature: _____

Name: _____

Date: _____

VENDOR

Signature: _____

Name: _____

Address: _____

Phone: _____

Email: _____

Date: _____

(CORPORATE SEAL OF VENDOR,
if VENDOR is a corporation)

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 VENDOR 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 VENDOR 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 Vendor: _____ (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 Vendor.

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 Paragraph 4 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 _____ 2024 _____ by and between Hayward

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 Hayward Unified School District (“DISTRICT”) has determined that _____ (“VENDOR”) is

exempt from the criminal background check certification requirements for the agreement dated _____, 2024 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

FEDERAL CERTIFICATIONS FORM
(To Be Submitted with Proposal)

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by for any contract resulting from this procurement process.

The Hayward School District is the Subgrantee or Subrecipient by definition.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A)** Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is:

The inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

The Hayward School District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

- (B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

The Hayward School District reserves the right to immediately terminate any Contract in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the Contract by Vendor pursuant to Article 35 of the Contract Terms and Conditions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

- (C)** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional

Office of the Environmental Protection Agency (EPA).

The vendor agrees to comply with all applicable requirements of the Clean Air Act as shown above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

- (D) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM

Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The vendor certifies that during the term of an award for all contracts by Hayward School District resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

- (E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award.

The undersigned certifies that:

- 1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant,
- 2) the making of a Federal loan, the entering into a cooperative Contract, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Contract.
- 3) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative Contract, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- 4) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

- (F) As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

- (G) Record retention requirements for contracts paid for with federal funds – 2 cfr § 200.333

When federal funds are expended by Hayward School District for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

- (H) Certification of compliance with the energy policy and conservation act

When federal funds are expended by Hayward School District for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

- (I) Certification of compliance with Buy American provisions.

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as

applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Company registered on SAM.gov? Yes _____ No _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative

Date: _____

BUY AMERICAN CERTIFICATION FORM

Hayward Unified School District is to purchase, to the maximum extent practicable, domestic commodity or product. 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). "Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

Hayward Unified School District must be notified in writing at least 10 days prior to delivering a nondomestic agricultural commodity or product and request prior approval. The written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:

- A. Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quantity; and/or
- B. Why competitive bids reveal the cost of the domestic product is significantly higher than the nondomestic product.

For domestic products, The District requires 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."

I/we _____, certify that only domestic commodity or food/beverage products will be supplied to Hayward Unified School District unless otherwise mutually agreed upon and pre-approved by Hayward Unified School District.

Signature _____ Date _____

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.

Hayward Unified School District will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between Hayward Unified School District and the Proposer and documented.

24.148 Produce - Exhibit A Unit Costs

(To be submitted with Bid)

NOTE: This must be completed and submitted with bid. Unit items list is in 2 parts, Part 1 is general produce items; Part 2 is USDA Unprocessed Fruits and Vegetables. Vendors may bid on Part 1 alone or Part 1 and Part 2 if qualified.

In order to be considered responsible and responsive for PART 2 Unprocessed Fruits and Vegetable items, the vendor must have applied for and be placed on the AMS Eligible Vendor List.

<https://www.cde.ca.gov/Ls/nu/fd/pilotprojecttitle.asp>

Part 1: Produce

Description of item with past usage order quantity.	CURRENT BID					
Description	UM for Estimate Usage	Estimate Annual Order Qty	E (qty per case x number of cases)	F Unit for BID	G BID \$ (Per Unit for Bid)	H Extension
Apple. Ambrosia 138ct	CASE	53	7,314	EACH		[E x G]
Apples, Fuji 125 Ct	CASE	33	4,125	EACH		
Apples, Fuji 138ct. XF - Washington	CASE	91	14,833	EACH		
Apples, Fuji 163ct. XF - Washington	CASE	2	326	EACH		
Apple Fuji 198ct	CASE	104	20,592	EACH		
Apple, Golden Delicious 198 ct	CASE	68	13,464	EACH		
Apples, Gala 80/88ct XF, Washington	CASE	1	80	EACH		
Apples, Gala 125ct XF, Washington	CASE	25	3,125	EACH		
Apples, Gala 138ct XF-Washington	CASE	77	10,626	EACH		
Apples, Gala 163ct. XF Washington	CASE	2	326	EACH		
Apples, Gala 198ct	CASE	195	38,610	EACH		
Apples, Golden Delicious 138 Ct	CASE	12	1,656	EACH		
Apple, Golden Delicous 163ct	CASE	15	2,445	EACH		
Apple, Honeycrisp 198ct	CASE	16	3,168	EACH		
Apples, Pink Lady 138 Ct	CASE	46	6,348	EACH		
Apples, Granny Smith 198 Ct	CASE	3	594	EACH		
Apples, Red Seasonal 138ct	CASE	27	3,726	EACH		
Apples, Red Seasonal 198ct	CASE	181	35,838	EACH		
Bananas, Green Tip 40#	CASE	141	5,640	LB		
Herb, Basil 4oz	EACH	5	20	EACH		
Bell Pepper, Green 1 1/9 Bushel	5LB	120	600	LB		
Bellpepper, Green Diced 1/4" 4/5#	5LB	20	100	LB		
Bellpepper, Green Julienne 4/5#	5LB	11	55	LB		
Bell Pepper, Red 1 1/9 Bushel	5LB	75	375	LB		
Bell Pepper, Red Julienne 4/5#	5LB	32	160	LB		
Broccoli, Florets, 4x3 Lbs Manns	CASE	25	300	LB		
Broccoli, Florets, 4x3 Lbs Manns	EACH	123	1,476	LB		
Cantaloupe, 6-12ct.	EACH	28	336	EACH		
Carrots, Mini-Peeled 100 13oz	CASE	3	300	BAG		
Carrots, Mini Peeled 200 11.6oz	CASE	664	132,800	BAG		
Carrots, 100 12.6oz	CASE	2	200	BAG		
Carrot, Mini-peeled 72 13oz	CASE	342	24,624	BAG		
Carrots, Mini Peeled 30/1	CASE	5	150	BAG		

Carrots, Coin 4/5#	5LB	28	20	LB
Carrots, Coin 4/5#	CASE	25	20	LB
Carrots, Mini W/P 4/5#	5LB	2	8	LB
Carrots, Mini W/P 8/5#	5LB	79	632	LB
Carrots, Mini W/P 8/5#	CASE	2	16	LB
Carrots, Shredded 1/16" 4/5#	5LB	36	144	LB
Carrot Sticks Specialties 1/5	5LB	5	5	LB
Carrot, Sticks 5#	5LB	2	10	LB
Celery, 24/30ct, California	BAG	4	96	BAG
Celery, Diced 1/4" 4/5#	5LB	25	100	LB
Celery, Sticks 4/5#	5LB	788	3,152	LB
Herb, Chives 4oz	Bunch	2	8	Bunch
Chili, Jalapeno Bulk Pack 40#	1LB	10	400	LB
Chowmein Mix 4/5#	5LB	92	368	LB
Cilantro, 30ct	BAG3	285	8,550	BAG
Coleslaw, W/Carrots E-Bars 4x5#	5LB	1	4	LB
Cabbage, Shredded Green 4/5#	5LB	35	140	LB
Cabbage, Shredded Green 1/16" 4/5#	5LB	1	4	LB
Cucumbers, 36 CT	BAG	104	3,744	EACH
Cucumbers, 36 CT	BAG6	14	504	EACH
Cucumbers, 36 CT	CASE	4	144	EACH
Cucumbers, Sliced 2/5#	5LB	2	4	LB
Cucumbers Sliced 1/8"	5LB	4	4	LB
Herb, Dill 4 oz	Bunch	7	7	EACH
Herb, Dill Pound	LBS	1	1	LB
Garlic, Whole Peeled 4/5#	5LB	5	20	LB
Garlic, W/P, 6/51b Bag C.A Grown	5LB	1	6	LB
Grapes, Lunch Bunch VBZ 21#	21LB	70	1,470	LB
Grapes, Red Flame Ca.	2LB	922	1,844	LB
Grapes, Red Flame Ca.	CASE	18	18	LB
Honeydews, 4-8 ct	EACH	12	48	EACH
Juice, Lime 12/1 QT	QT	2	24	QT
Lettuce, Romaine Chopped , 6x2#	LBS	384	2,304	LB
Lettuce, Romaine Chopped , 6x2#	LBS	527	3,162	LB
Lettuce, Green Leaf Andy Boy 24 ct	BAG3	21	504	LB
Lettuce, Shredded	5LB	122	610	LB
Lettuce, Shredded	CASE	27	27	LB
Limes, 230 ct	5LB	4	20	LB
Limes, Bag 2# unit	LBS	2	4	LB
Mushrooms, Sliced 10 #	LBS	89	890	LB
Mushrooms, Sliced 10 #	LBS	51	510	LB
Cabbage, Nappa 30 # Locally Grown	LBS	48	1,440	LB
Cabbage, Napa Chopped	LBS	2	2	LB
Cabbage, Shredded Napa	LBS	108	108	LB
Onions, Diced 1/4" 4/5#	5LB	25	100	LB
Onions, Diced 1/2" 4/5#	5LB	1	20	LB
Onions, Green, 48ct	BAGG	81	3,888	BAG
Onions, Green 24/2ct Bags Iceless	BAGS	1	24	BAG
Onions, Green 24/2ct Bags Iceless	BAGS	203	4,872	BAG
Onions, Green Iceless 4x12 ct	BAGS	1	48	BAG
Onions, Yellow Jumbo 50#	5LB	28	1,400	BAG
Onions, Jumbo Red 25#	5LB	69	1,725	LB
Onions, Jumbo Red 25#	CASE	7	175	LB
Onions, Red Diced 4/5# 1/4 "	5LB	128	512	LB
Onions, Red Diced 4/5# 1/4 "	CASE	1	4	LB
Onions, Red Sliced 4/5#	5LB	12	240	LB
Onions, Red Sliced 4/5#	CASE	1	4	LB
Onions, Red Slivered 1/8" 5#	5LB	1	5	LB

Onions, Sliced 1/4 Inch 4/5#	5LB	2	40	LB		
Oranges, 113ct. Navels- Calif.	CASE	180	20,340	EACH		
Oranges, 138ct., Navels - Calif.	CASE	1,141	157,458	EACH		
Oranges, 88ct., Navels -Calif.	CASE	2	176	EACH		
Parsley, 60ct	BAG3	32	1,920	BAG		
Pineapples,6/7 Ct	CASE	1	42	EACH		
Radish, 24 Ct With Tops	1LB	3	3	LB		
Radish, 48 Ct, With Tops	BAG3	1	1	BAG		
Radish, Cleaned 251b. Bag	5LB	382	9,550	LB		
Radish, Cleaned 251b. Bag	CASE	18	450	LB		
Radish, Clean & Trim 4/5	5LB	307	1,228	LB		
Radish, Sliced 4/5 # bags	5LB	520	2,080	LB		
Radish, Sliced 4/5 # bags	CASE	1	20	LB		
Cabbage, w/Carrot and Red Cab 4/5#	5LB	54	216	LB		
Peas, Snap 10 # Locally Grown Manns	1LB	1	10	LB		
Spinach, Baby 4#	CASE	1	4	LB		
Spinach, Cleaned 4/2.5 Lb	CASE	47	470	LB		
Spinach, Cleaned 4/2.5 Lb	EACH	275	2,750	LB		
Strawberries 8/1# ct Local-Calif Gr	CASE	21	168	LB		
Tornate, 5x6 25# Loose	CASE	65	1,625	LB		
Tomato, 6x6 loose 25#	CASE	4	100	LB		
Tomato, Diced 2/5# 1/4"	5LB	308	308	LB		
Tomato, Diced 2/5# 1/4"	CASE	1	10	LB		
Tomato, Roma	1LB	3	3	LB		
Tomato, Roma	5LB	23	115	LB		
Tomato, Roma	CASE	1	1	LB		
Watermelon,Seedless 3/4ct Local	CASE	419	419	EACH		
Watermelon.Seedless 3/4ct Local	EACH	416	416	EACH		
Squash, Zucchini Coin 1/4" 5#	5LB	101	101	LB		
Squash, Zucchini Sticks 4/ 5#	5LB	142	142	LB		
Squash, Zucchini Sticks 4/ 5#	CASE	25	100	LB		

Total**0.0000**

PART 2: USDA UNPROCESSED FRUIT AND VEGETABLE PILOT PROGRAM

In order to be considered responsible and responsive for the Unprocessed Fruits and Vegetable items the vendor must apply for and be placed on the AMS Eligible Vendor List.

<https://www.cde.ca.gov/Ls/nu/fd/pilotprojecttitle.asp>

Description of item with past usage order quantity.			CURRENT BID			
Description	UM for Estimate Usage	Estimate Annual Order Qty	E (qty per case x number of cases)	F Unit for BID	G BID \$ (Per Unit for Bid)	H Extension
40lbs, Size 198)	Case	11	2,178	EACH		[E x G]
198 40.0 lb(s) 198 ct/cs]	Case	816	161,568	EACH		
cup 40.0 lb(s) 163 ct/cs]	Case	81	13,203	EACH		
285 ct/cs #1]	Case	335	95,475	EACH		
ct/cs]	Case	87	1,044	LB		
4 ct/cs]	Case	15	300	LB		
Carrot, 4" Sticks 4 x 5 lb pack	Pack	1	20	LB		
200 ct/cs]	Case	1,189	237,800	BAG		
ct/cs]	Case	205	4,100	BAG		
ct/cs]	Case	1	100	BAG		
ct/cs]	Case	21	420	BAG		
4 ct/cs]	Case	79	948	BAG		
ct/cs]	Case	38	760	BAG		
Cilantro [TFF 1lb bags 4.0 lb(s) 4 ct/cs]	Case	3	12	BAG		
ct/cs]	Case	414	44,712	EACH		
12.0 lb(s) 6 ct/cs]	Case	801	9,612	LB		
squares, bulk 8.0 lb(s) 1 ct/cs]	Case	1	8	LB		
Bulk 10.0 lb(s) 1 ct/cs]	Case	6	60	LB		
20.0 lb(s) 4 ct/cs]	Case	39	780	LB		
25lb Size 18/21)	Case	8	704	EACH		
1/2 cup, Size 80/84 120 ct/cs]	Case	15	1,800	EACH		
88/96 25.0 lb(s) 135 ct/cs #1]	Case	583	78,705	EACH		
4 ct/cs]	Case	7	140	LB		
ct/cs	Case	7	966	EACH		
cup 40.0 lb(s) 138 ct/cs]	Case	1,357	187,266	EACH		
25.0 lb(s) 120 ct/cs]	Case	226	27,120	EACH		
25.0 lb(s) 120 ct/cs]	Case	11	1,320	EACH		
lb(s) 150 ct/cs]	Case	733	109,950	EACH		
42LB VF, Size 150)	Case	152	22,800	EACH		
VF, Size 150)	Case	181	27,150	EACH		
lb(s) 168 ct/cs]	Case	80	13,440	EACH		
ct/cs]	Case	187	1,870	LB		
ct/cs]	Case	810	6,480	LB		
125 40.0 lb(s) 125 ct/cs]	Case	1,404	175,500	EACH		
LBS 68.0 lb(s) 5 ct/cs]	Case	1	150	EACH		
Total						0.0000

Hayward Unified School District
Bid 24.148 Produce Provider
EXHIBIT B - Delivery Locations

Orders will be delivered to designated sites Monday and Wednesday, between the hours of 6:00AM and 10:00 AM. Access will be provided to delivery drivers for dark drops (no earlier than 6am for sites without alarm keypads inside the kitchen).

The following sites will receive deliveries two (2) times per week Monday and Wednesday for regular produce and at least one delivery per week for Unprocessed Fruit and Vegetable Pilot Program:

1. Winton Middle 119 Winton Ave
2. Anthony Ochoa Middle 2121 Depot Rd.
3. Bret Harte Middle 1047 E St.
4. Martin Luther King Middle 26890 Holly Hill Ave
5. Cesar Chavez Middle 27845 Whitman St.
6. Amador Warehouse 24400 Amador St.
7. Burbank 222 Burbank St.
8. Cherryland 456 Laurel Ave
9. East Ave 2424 East Ave
10. Eden Gardens 2184 Thayer Ave
11. Eldridge 26825 Eldridge Ave
12. Fairview 23515 Maud Ave
13. Faith Ringgold 1570 Ward St.
14. Glassbrook 975 Schafer Rd
15. Harder 352 Harder Rd.
16. Longwood 850 Longwood Ave.
17. Lorin Eden 27790 Portsmouth Ave
18. Palma Ceia 27679 Melbourne Ave
19. Park 411 Larchmont St
20. Ruus 28027 Dickens Ave
21. Schafer Park 26268 Flamingo Ave
22. Southgate 26601 Calaroga Ave
23. Treeview 30565 Treeview St.
24. Tyrrell 27000 Tyrrell Ave
25. Stonebrae 28761 Hayward Blvd.
26. Brenkwitz High School 22100 Princeton St.
27. Key Academy 585 Willow Ave.
28. Mt. Eden 2300 Panama St.
29. Hayward High 1633 East Ave.
30. Tennyson High 27035 Whitman St.
31. Helen Turner Children's Center 23640 Reed Way. (regular produce only)

- a) Deliveries shall be made in approved clean and safe refrigerated/freezer food service vehicles.
- b) Prior to the first day of service, the vendor shall provide the District with a delivery schedule.
- c) The delivery driver is responsible for unloading of all items and placing perishables in the cooler.
- d) The delivery should not be left outside of the kitchen area.
- e) An itemized shipping document or invoice, specifying the item and amount of each item delivered, shall be signed for by the designated HUSD representative and left at the time of delivery. Any

- discrepancies are to be noted for reconciliation.
- f) In case of non-delivery, short delivery or damaged item, distributor shall redeliver the shorted items within (2) hours or agreed upon date or time.
 - g) The distributor will pick up and issue credit for any items not delivered or products that are otherwise deemed unsatisfactory by the district.
 - h) The vendor shall guarantee its delivery staff to have passed an annual DOJ background check.
 - i) The delivery staff shall be in uniform and produce a government/company issued photo I.D. upon request from a HUSD staff.
 - j) The vendor shall have an H.A.C.C.P. and ServSafe program in place.
 - k) The vendor shall credit the District for all returned items regardless of reason.
 - l) The vendor shall have an established recall process in place at all times.
 - m) In the event of an emergency/disaster, HUSD shall be given priority deliveries as needed for its disaster centers.
 - n) The vendor shall not subcontract any portion of this contract.