BAKERSFIELD CITY SCHOOL DISTRICT

EDUCATION CENTER 1300 BAKER STREET, BAKERSFIELD, CA 93305

REQUEST FOR:

Bakery Products

Bid No. 26-04-05

Eric Sabella
Director of Nutrition Services
Bakersfield City School District
1300 Baker Street
Bakersfield, CA 93305

Publication Dates:

April 30, 2026

May 7, 2026

Bakersfield City School District
1300 Baker Street
Bakersfield, California 93305

Superintendent
Dr. Karling Aguilera-Fort

Director of Nutrition Services
Nutrition Services Department
Eric J. Sabella
(661) 631-4733

INTRODUCTION:

The Bakersfield City School District (BCSD) is located in Kern County. The District's projected student enrollment for the 2026-2027 school year is approximately 28,000 students. The Bakersfield City School District is seeking bids from qualified companies to procure and deliver bakery products to District Kitchens. This bid defines the program, the products and the services that are being sought from the Distributor and generally outlines the program requirements.

District Objectives

The Bakersfield City School District is seeking to:

1. Ensure that students are receiving high quality bakery products.
2. Purchase high quality bakery products at the best possible price.
3. Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing bakery products.
4. Partner with a bakery product vendor that will provide excellent customer service.
5. Web based access for on-line ordering.
6. Marketing assistance to increase student participation.

General Terms and Conditions

General - This information to bid is in addition to any instructions or conditions stated elsewhere in the Contract Document.

Bids - To receive consideration, bids shall be made in accordance with the following instructions.

Deadline for Receipt of Bids - Bids must be submitted electronically on or before ***Tuesday, May 26, 2026 at 11:00 am.***

- It is the responsibility of the vendor to ensure that the bid is submitted on time and to the authorized agent.
- The Bakersfield City School District reserves the right to reject any or all bids and to waive any formality or irregularities in the bid.
- Questions regarding the bid and/or bid documents will only be through the online bid portal on or before 10:00am Tuesday, May 12, 2026.

Bids: To receive consideration, bids shall be made in accordance with the following terms:

1. **THE BID –** Line-item responses and all required documents must be submitted electronically through the online bid portal prior to the bid deadline.

2. **BID SUBMISSION TYPES** - Facsimile, email, or hardcopies of Bids will not be accepted.

3. **DEFINITIONS** - Responsible; a requesting party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being requested. Responsive; a bid which meets all of the specifications set forth in the bid.

4. **WITHDRAWAL OF BID** - Bids may be withdrawn by the bidder prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids (Public Contract Code sections 5100 et seq.). Written confirmation prior to the time established for bid opening must be submitted.

5. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The awarded bidder shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

6. **BID NEGOTIATIONS** - A bid response to any specific item of this bid with terms such as "negotiable," "will negotiate" or of similar intent, will be considered as non-responsive to the specific item.

7. **PRICES** - Prices should be entered as instructed on the bid general instructions for each item, in the amount of the quantity specified in the bid. Taxes shall not be included. If during the contract period there should be a decrease in prices of the items requested, 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 requested. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Kern County for products listed herein.

8. **TAXES** - Taxes, whether Local, State or Federal, shall not be included in the bid price term.

9. **BRAND NAME AND NUMBER** - The bidders shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the bid form. Should any item for which bids are requested be patented, or otherwise protected or designated by a particular name of the maker and the bidder desires to propose on an item of equal character and quality, the bidder may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. The District shall have the right to request specifications of the proposed item. Such substitution shall be accepted only if deemed by the Director of Nutrition Services to be equal in all respects to that specified.

10. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** - The successful bidder shall furnish and deliver the quantities designated on purchase orders based on provided historical data. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the District's sample or the sample furnished by the bidder and accepted by the District. Materials or supplies which, in the opinion of the Director of Nutrition Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of the test shall be paid by the bidder. In completing the bid, the bidder certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of the law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

11. **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 required during the contract period shall be ordered and purchased from the successful bidder during such period. The District shall have the right to submit orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

12. **ACCEPTANCE OR REJECTION OF BIDS** - The District may purchase an individual item or combination of item, whichever is in the best interest of the District, provided also that bidder may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

13. **ALL BID EXCEPTIONS** - All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after the bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered.

14. **AWARDS** - The District reserves the right of determination that items requested meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality or irregularities in the bids.

15. **EXECUTION OF CONTRACT**- Issuance of a Purchase Order shall be evidence the contractual agreement between the bidder and the District and the bidder's acceptance of these bid General Terms, Instructions, and Conditions.

16. **ORDERS-** Bidder shall offer an electronic on-line ordering system that will generate a confirmation to the individual school sites. As a backup system, the bidder shall have a toll-free phone number for individual schools to place orders in the event of an electronic failure. Bidder will have personnel available to make adjustments and handle inquiries by the district staff.

17. **DELIVERY** - Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by a packing slip/invoice.

18. **SAFETY DATA SHEETS** - For all products requiring a Safety Data Sheet - The District requires that a Safety Data Sheet accompany orders at the time of delivery.

19. **PIGGY BACK OPTION –** Pursuant to Public Contract Code Sections 20118 and 20265, other Kern County Public School Districts, and Kern County Office of Education, may purchase Bread Products and related items and associated alternates under the same terms and conditions of this bid. The District waives its rights to require other districts to draw their warrant in favor of the district and authorizes each district/agency to make payments directly to the successful bidder. Bidders have the option to accept or decline this piggyback option on a per request basis.

20. **DEFAULT BY CONTRACTOR** - The District shall hold the bidder responsible for any damage which may be sustained because of failure or neglect to comply with the terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.

21. **INSURANCE** - The successful bidder shall maintain insurance adequate to protect him from claims under Workers Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the contract. **The bidder must have the Worker's Compensation Certificate, attached hereto, with their bid.** Also, the bidder may be required to file proof of such insurance, naming Bakersfield City School District as an additional insured and requiring the bidder's insurance to be primary by separate endorsements as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence-based coverage to be in effect during the term of the contract. Bodily injury shall be $1,000,000, combined single limit or $1,000,000 per person, $1,000,000 per accident; $2,000,000 aggregate. Property Damages shall be $1,000,000 per loss. The bidder shall also maintain automobile liability insurance covering bodily injury and property damage in an amount of no less than $1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired and non-owned vehicles. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder. The contractor will not begin any services applied to this contract until all required insurance has been provided and certificates indicating coverage have been proven. The certificate of insurance for the above shall provide 30 days advance written notice to Director of Nutrition Services regarding cancellation nonrenewal or reduction of coverage of any of the above insurance. The District has the right to request a copy of the current certificate insurance at any time.

22. **INVOICES AND PAYMENTS -** Unless otherwise specified, the successful bidder shall render invoices in duplicate for materials delivered or services performed under the contract, to the individual school site, names and addresses per attached list. Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder shall list separately any taxes PAYABLE BY THE DISTRICT and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

23. **STATEMENT** - The successful bidder shall render bills or statements to the Bakersfield City School District, Fiscal Services Department, 1300 Baker Street, Bakersfield, CA, 93305, following the delivery of products. An itemized, numbered invoice showing the vendor's name, date, quantity, type, prices and extended charges of items purchased, must be furnished in duplicate to the individual school kitchen at time of delivery, and signed by the Kitchen/Satellite Supervisor or assigned designee. The vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, damaged or spoiled product necessitating a return, redelivery or reorder. A copy of this credit, priced and extended, shall be mailed with corresponding invoice to the District's Fiscal Department. The successful bidder shall submit monthly electronic statements to the following name and address:

Bakersfield City School District
Fiscal Services Department
1300 Baker Street Bakersfield,
California 93305

The Nutrition Service billing cut-off is the 25th of each school month, with the exceptions of the months of June and September, which shall be the 30th. Please state discounts terms for weekly payment. Statement may be submitted weekly for term discount or monthly for no term discount. The monthly statement shall be broken down by site, by date and include invoice numbers for all charges. This statement showing the month's purchases shall be received by Nutrition Services Department by the 10th of the following month. Payment by the District will be made monthly for service satisfactorily performed by the successful bidder after receipt of properly documented invoices/statement.

24. **VELOCITY REPORT** - The District reserves the right to request velocity reports throughout the course of contract for any and all items ordered. Velocity reports will be delivered via email to better assist for inventory tracking purposes.

25. **APPLICABLE 'BUY AMERICAN' PROVISIONS -** The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d). The Buy American provisions of Public Law (PL 100-237) requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP to include the CACFP Program. Two situations, which may warrant a waiver to permit purchases of foreign food products, are: 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality. 2) Competitive requests reveal the costs of a U.S. product are significantly higher than the foreign product. A domestic commodity or product is one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially using" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. This includes foods that are sold to students as a la carte food items. Actions that districts/sponsors can take to comply with the Buy American requirements are:

    - Including a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposal, purchase orders, etc.)
    - Monitoring contractor performance
    - Requiring suppliers to certify the origin of the product
    - Examining the product packaging for identification of the country of origin
    - Asking the supplier for specific information about the percentage of U.S. content in the food product

26. **FUEL CHARGES** - Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

27. **MULTI-YEAR EXTENSIONS**: Subject to the provision of pricing-terms of contract, and pursuant to Education Code Section 17596 and 81644, this bid may be extended (by mutual consent expressed in writing) for two (2) additional fiscal years. The renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract. The extension may be granted on a year by year basis provided that the following conditions are being met:
    1. The District has deemed the products and services of the vendor satisfactory.
    2. The Vendor shall submit a list of the price increases for the next fiscal year (July 1- June 30) by the last business day in April. Price increase must not exceed the Kern County Area Consumer Price List for the current year with a maximum of 5% per contract term.
    3. Such renewal will be made by notifying the vendor, in writing, thirty (30) days prior to the expiration of the contract.

28. **AWARD**

The District reserves the right to reject any and all bids without explanation or recourse and to negotiate with companies submitting a bid. The District further reserves the right to contract the work with whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the District may require. A bid submitted will be administered in the following manner:

1. The committee may investigate the qualifications of the bidder/vendor under consideration, require confirmation of information furnished by the bidder/vendor, and require additional information and/or evidence of qualification to perform the services described in the bid. The bid committee shall have the right to inspect the distribution facility or facilities and equipment to be utilized by the vendor.
2. The committee will make a recommendation to the Director of Nutrition Services.
3. The Director of Nutrition Services will be the sole judge of merit. On behalf of the District, the Nutrition Services Department will issue an Intent to Award Letter to the successful bidder. The award will be formally made by the Bakersfield City School District Board of Education in a timely manner.

29. **BASIS OF AWARD**

The bid will be awarded to the lowest responsive and responsible bidder that meets the District's terms, conditions, and specifications. The award of this bid will be an all or nothing bid. The bidder must respond to each line item in each category. If you do not carry the product as specified, indicate "no" on that line item's response field. If equal is offered, "unit" must be the same. The decision on substitutions rests solely with the Director of Child Nutrition Services. The Governing Board of the District, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, and to waive any informality in the bids or in the bidding.

1. Bakery Products and related items shall be awarded to one vendor for service between **August 1, 2026 and July 31, 2027**.
2. Awarded vendor will be required to enter into a contract with Bakersfield City School District.

30. **BID PROTEST PROCEDURES**

A. **Protest Procedures:** Any bidder may file a Protest. Only those bidders who have actually submitted a bid on the project shall have the right to file a Protest. The protest shall be received in writing by the District's Nutrition Services Department Director no later than 3:00 p.m. at the conclusion of the third (3rd) business day following the date of the bid opening. Untimely Protests will not be reviewed by the District and will be returned to the bidder. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest relation questions and Protest Appeal, if applicable.

B. **Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must contain all facts, refer to the specific portion(s) of any document relied upon, and shall include copies of all documents referred to in the protest. Any grounds not set specifically forth in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the protest to the bidder whose bid is being challenged pursuant to these procedures.

C. **Resolution of Controversy**: Once the Protest is received, the affected bidder will be notified of the protest and the evidence presented. If appropriate, the affected bidder will be given an opportunity to rebut the evidence and present evidence that the bidder should be allowed to perform the work. District will issue a written decision within fifteen (15) business days of receipt of the Protest, unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest, but may do so at the option of the District, or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by the District and will be copied to all parties involved in the Protest.

D. **Appeal:** If the protesting bidder or the affected bidder is not satisfied with the decision, the matter may be appealed to the Assistant Superintendent of Business Services, or their designee, within three (3) business days after receipt of the District's written decision on the protest. The appeal must be in writing, set forth all factual and legal grounds for the appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail from which questions and responses may be provided to:

Bakersfield City School District
Business Services Department
1300 Baker Street
Bakersfield, California 93305

E. **Appeal Review and Finality**: The Assistant Superintendent of Business Services or their designee shall review the decision on the protest from the Nutrition Services Department Director and issue a written response to the appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. The written decision of the Assistant Superintendent of Business Services or the Hearing Officer shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

F. **Reservation of Rights to Proceed with Contract Pending Appeal**: The District reserves the right to proceed to award the contract and commence services pending the decision on the protest and any appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set if written notice is provided to the

protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

G. **Waiver:** The procedures and time limits set forth in this Protest procedure are mandatory and are the bidder's sole and exclusive remedy in the event of a Protest. The bidder's failure to comply with this or any Protest Procedure shall constitute a waiver of any right to pursue a Protest or in any way challenge the award, including but not limited to, any challenge pursuant to the California Public Contract Code, filing a claim pursuant to the California Government Code, or filing of any other legal proceedings.

31. **PROVISIONS**:

A. **Assignment of Contracts** - The vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
B. **Binding Effect** - This Agreement shall insure to the benefit of and shall be binding upon the vendor and District and their respective successors and assigns.
C. **Severability** - If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
D. **Amendments** - The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
E. **Entire Agreement** - This bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the bid Form acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
F. **Force Majeure Clause** - The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by acts of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
G. **Hold Harmless Clause** - The successful bidder agrees to indemnify, defend and save harmless Bakersfield City School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District's, it's officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.
H. **Prevailing Law -** In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services performed under the bid shall conform to all applicable requirements of local, state and federal law.

I. **Governing Law and Venue** - In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Kern County.

J. **Permits and Licenses** - The successful bidder and all of their employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishings of materials, articles or services herein listed. All operations and materials, goods and services shall be in accordance with law.

K. **Toll Charges** - If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.) the successful bidder shall accept charges for such calls on a reverse charge basis.

L. **Bid Documents** - The complete bid includes the following documents: The advertisement for Bids, the bid Instructions and terms of conditions, and specifications, if any, the bid and its acceptance by the District, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. **Independent Contractor** - While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by their signature on the bid Form that he/she is an independent contractor and not an officer, or employee or agent of the District.

N. **Anti-discrimination** - The District hereby notifies all respondents that they will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit its response to this bid and no respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital or parental status, national origin, medical condition or physical disability, or sexual orientation on consideration for the award. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder agrees to require like compliance by all subcontractors employed on the work by him.

O. **Termination of Agreement Without Cause** - This Agreement may be terminated by the District upon giving thirty (30) days advance written notice of an intention to terminate. 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

P. **Cancellation Notice by Supplier/Contractor Default** - The District requires a sixty (60) day notice of cancellation of this contractual agreement by the supplier. Failure or refusal of the supplier to perform or do any act herein required shall constitute default.

Q. **Interpretation of Bid Documents** - If any bidder find discrepancies in, or omissions from the bid documents, they may submit to the Nutrition Services Director of the Bakersfield City School District through the Q&A section of the online bid portal for clarification and the response thereto will be published to all bidders. Corrections will be made by addenda issued to each company that has registered to participate in this bid. The District will not be responsible for oral interpretations. All addenda issued shall be incorporated into the bid.

R. **Product Shortages** - If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

S. **Fingerprinting** - Successful Distributor agrees to comply with the provisions of Education Code Section 45125.1 - Distributor will conduct a criminal background check of all

employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this bid during normal District hours, and will certify in writing that no such employees, agents and representatives who been convicted of serious or violent felonies as specified will have contact with pupils. Distributor will provide the District with a list of employees providing services pursuant to this bid. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during normal district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.

T. **Attorneys' Fees –** In the event of any dispute between the District and the Vendor pertaining to this contract or the services or products provided hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties thereto, which may include printing, photo stating, duplicating and other expenses, air freight charges and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this section shall survive the expiration or earlier termination of this Contract.

32. **Certifications**

A. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations. B. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:

- Section 306 of Clean Air Act (42 U.S.C. 1847(h)): http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subch apIII-sec7602.pdf
- Section 508 of the Clean Water Act (33 U.S.C. 1368); http://www.gpo.gov/fdsys/pkg/USCODE 2013-title33/pdf/USCODE-2013-title 33-chap26.pdf .
- Executive Order 11738; http://www.epa.gov/isdc/co11738.htm
- Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15, et seq. (http://www.ecfr.gov/cgi-bin/text idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_0s.tpl). Environment violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPA's List of Violating Facilities.

C. **Suspension and Debarment Certifications** The USDA Certification Regarding Debarment must accompany this bid and each subsequent additional one-year renewal (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

D. **Lobbying** The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7CFR Part 3018) must accompany this bid and each additional one-year renewal (& CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration

E. **Energy Policy and Conservation Act:** The Vendor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act. http://legcounsel.house.gov/Comps/EPCA.pdf.

F. **Contract Work Hours and Safety Standards Act Compliance** http://www.dol.gov/compliance/laws/comp-cwhssa.htm. In the performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

G. **The Certification Regarding the Iran Contracting Act**

H. **The Contractors Certification** - Regarding Drug-Free Workplaces must

I. **The Contractors Certification** - Alcoholic Beverages and Tobacco-Free Workplace

J. **The Contractors Certification** - Worker Compensation

K. **Clean Air and Water Certification**

L. **Equal Employment Opportunity**

Special Conditions and Instructions

Bakersfield City School District is requesting Bids for Bakery Products and Related Items. The District is comprised of 44 schools with an average enrollment of 28,000 students. **This is a one (1) year bid with two (2) one (1) year renewable options.**

This will be an all or nothing award, bidder must bid on all items to be considered responsive.

Quantities are for twelve (12) months, August 1, 2026 through July 31, 2027. This quantity is for information only and is not guaranteed.

1. Bid on-site-to-site deliveries. See price sheet- Attachment B.
2. Bid pricing is to be extended to no more than two (2) decimal points.
3. Bakery products and related items shall be on a guarantee price for the year, August 1, 2026 - July 31, 2027, with price adjustments made only for Acts of God. The successful bidder shall notify the District in advance, so that the District may elect to order a cost-effective substitution. Request on each item separately.
4. Products must adhere to the District's bakery product specifications as noted – all U.S. No.1or better grade quality. Price guaranteed except for Acts of God.
5. No delivery during school holidays and vacations and no delivery on Saturday and Sunday. (Upon award, the Nutrition Services will provide to vendor with school vacation and holiday schedules)
6. All deliveries are to be placed, dropped/stored the designated storage area at each school location (list attached) during staff working hours. No dark drops.
7. All delivery tickets must be verified by the kitchen supervisor or designee. Requiring separate billing/delivery ticket for all Bread Product orders placed for the **National School Lunch/Breakfast/Snack and CACFP Supper program.**
8. Credits for sub-standard products. (Exception – no credit to department for damaged or out-of-code products due to fault of customer, i.e. customer's refrigeration failure)
9. Delivery schedule to be pre-scheduled to coincide with school needs and existing route flow for bidder's best reduction of expenses, mileage and time.
10. The District reserve the right to add or remove other products as needed throughout the term of this contract. The District may add or remove sites as necessary and in no way will this change affect or make void the Contract.
11. Special circumstances may warrant deliveries to the Nutrition Services 2551 Morning Drive, Bakersfield, CA 93306. In such cases, one copy of the delivery tag shall be itemized and left with the warehouse supervisor or designee.
12. Piggyback option refer to General Terms and Conditions #19

Bakersfield City School District
Department of Nutrition Services
Bread Delivery Sites

School	Street Address		ZIP	Phone #
Casa Loma Elementary	525	E. Casa Loma Drive	93307	661-631-5204
Chavez Elementary	4201	Mesa Marin Drive	93306	661-631-5874
Chipman Jr. High	2905	Eissler Street	93306	661-631-5214
College Heights Elementary	2551	Sunny Lane	93305	661-631-5224
Compton Jr. High	3211	Pico Street	93306	661-631-5234
Curran Middle School	1116	Lymric Way	93309	661-631-5244
Downtown School	2021	M Street	93301	661-631-5924
Eissler Elementary	2901	Eissler Street	93306	661-631-5254
Emerson Middle School	801	Fourth Street	93304	661-631-5264
Evergreen Elementary	2600	Rose Marie Drive	93304	661-631-5934
Frank West Elementary	2400	Benton Street	93304	661-631-5834
Franklin Elementary	2400	Truxtun Avenue	93301	661-631-5274
Fremont Elementary	607	Texas Street	93307	661-631-4545
Garza Elementary	2901	Center Street	93306	661-631-5294
Harding Elementary	3201	Pico Street	93306	661-631-5304
Harris Elementary	4110	Garnsey Lane	93309	661-631-5314
Hills Elementary	3800	Jewett Avenue	93301	661-631-5324
Horace Mann Elementary	2710	Niles Street	93306	661-631-5364
Hort Elementary	2301	Park Drive	93306	661-631-5334
Jefferson Elementary	816	Lincoln Street	93305	661-631-5344
Lincoln Jr. High	800	Chico Street	93305	661-631-5954
Longfellow Elementary	1900	Stockton Street	93305	661-631-5354
Martin Luther King	1100	Citadel St	93307	661-631-5229
McKinley Elementary	601	Fourth Street	93304	661-631-5374
Mt. Vernon Elementary	2161	Potomac Avenue	93307	661-631-5384
Munsey Elementary	3801	Brave Avenue	93309	661-631-5394
Nichols Elementary	3401	Renegade Avenue	93306	661-631-5404
Noble Elementary	1015	Noble Avenue	93305	661-631-5414
Owens Elementary	815	Potomac Avenue	93307	661-631-5424
Paul Cato/Douglas Fletcher	9801	Highland Knolls	93306	661-631-5249
Pauly Elementary	313	Planz Road	93304	661-631-5434
Pioneer Elementary	4404	Pioneer Drive	93306	661-631-5454
Rafer Johnson School	1100	Ninth Street	93304	661-631-5449
Roosevelt Elementary	2324	Verde Street	93304	661-631-5464
Sequoia Middle School	900	Belle Terrace	93304	661-631-5944
Sierra Middle School	3017	Center Street	93306	661-631-5474
Stiern Middle School	2551	Morning Drive	93306	661-631-5484
Thorner Elementary	5501	Thorner Street	93306	661-631-5494
Voorhies Elementary	6001	Pioneer Drive	93306	661-631-5804
Washington Jr. High	1101	Noble Avenue	93305	661-631-5814
Wayside Elementary	1000	Ming Avenue	93307	661-631-5824
William Penn Elementary	2201	San Emidio Street	93304	661-631-5444
Williams Elementary	1201	Williams Street	93305	661-631-5844

U.S. Department of Agriculture Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online on the Filing a Program Discrimination Complaint as a USDA Customer page, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992.
Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) Fax: 202-690-7442; or

(3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

APPENDIX A

Required Documents

ATTENTION: The online bid portal will **not** allow a bidder to click the "Submit" button if any of the mandatory documents listed below are missing. It is the bidder's responsibility to ensure all files are correctly uploaded in advance of the aforementioned bid deadline. All bids must be submitted by a responsible officer or employee.

1. Non-Collusion Declaration
2. Conflict of Interest Disclosure
3. Drug-Free Workplace Certification
4. Federal Certifications
5. Iran Contracting Act
6. Piggyback Purchase Provision
7. Service Level Agreement
8. Distributor's Statement
9. Workers' Compensation Certificate
10. School District References
11. California Department of Education Forms
    a. Per California Department of Education, Nutrition Services and Food Distribution Division, School Nutrition Programs Unit, the attached forms (Suspension and Debarment Certification U.S. Department of Agriculture, Certification Regarding Lobbying, and Disclosure of Lobbying Activities) must be completed and submitted with this proposal. Proposals received without these forms/certifications will not be considered.
12. Equal Opportunity Employment
13. Clean Air and Water Certification
14. Fingerprint Clearance Certification
15. Buy American
16. Alcoholic Beverage and Tobacco-free Campus Policy

APPENDIX B

Each bakery product is listed as a **Category Header**, with four (4) specific sub-lines beneath it to collect required data. To be considered responsive, bidders must provide information for all four lines per item.

How to Enter Your Response

For each item category, follow these specific instructions for the four sub-lines:

1. **Brand & Code # / UPC Code #**
    - **Unit Price Field:** Pre-set to $0.00 and locked. Enter required product details in the **Comment** field only.
    - **Comment Field: REQUIRED.** Enter the Manufacturer/Brand name and the specific Product Code or UPC.
2. **Units per Pkg. & Weight per Unit**
    - **Unit Price Field:** Pre-set to $0.00 and locked. Enter required product details in the **Comment** field only.
    - **Comment Field: REQUIRED**. Specify the number of units in the package AND the weight of the individual unit in **ounces (oz)**.
    - *Example:* "12 & 1.5oz"
3. **Weight Per Package**
    - **Unit Price Field:** Pre-set to $0.00 and locked. Enter required product details in the **Comment** field only.
    - **Comment Field: REQUIRED.** Provide the total net weight of the package in **ounces (oz)**.
    - *Example:* "18oz"
4. **Price Per Package**
    - **Unit Price Field:** Enter your bid price for one (1) full package. Note: Do not extend pricing beyond two (2) decimal points.
    - **Comment Field:** Optional

Important Formatting Rules

- **Weight Units:** You must specify **"oz"** (ounces) for all weight-related entries in the comment fields to ensure accuracy for nutritional equivalency.
- **Completeness:** Bidders must respond to every line. If you do not carry a specific item, you must indicate **"No"** or enter **$0.00** across all sub-lines for that category to indicate you are not bidding on that specific product.
- **Substitutions:** If bidding an "Approved Equal" (substitute), you must follow the sub-line instructions above and also provide physical samples prior to 10:00 a.m, May 12, 2026.

Sample Bid Response

Item Name		Unit Price	Comment
Example: Hot Dog Buns, White BE			
	Brand & Code # / UPC Code # - Provide in Comments		*Sawyer 8021*
	Units per Pkg. & Weight per Unit (specify in comments)		*12/1.5 oz*
	Weight Per Package (specify in comments)		*18 oz*
	Price Per Package	*$0.59*	