

**BERRYESSA UNION SCHOOL DISTRICT
PURCHASING DEPARTMENT**

1376 Piedmont Road
San Jose, CA 95132
(408) 923-1871 (ph)
(408) 926-8329 (fax)

REQUEST FOR PROPOSAL

**BID B 02-2017-18
DAIRY PRODUCTS FOR STUDENT NUTRITION PROGRAM**

BIDS DUE: Before 1:00 p.m. on Wednesday July 26, 2017

INTRODUCTION

The Berryessa Union School District invites vendors to submit proposals in accordance with the terms and conditions of this Request for Bid Proposal. This Bid details the services being sought, requirements, and evaluative criteria for the purchase of dairy products for the Student Nutrition Services Department and requests a response from all prospective vendors, including pricing and service descriptions. All bids must be submitted on the District Bid Form attached here.

It is the sole responsibility of the bidder to ensure that his bid is received by the Purchasing Department of the Berryessa Union School District at 1376 Piedmont Rd., San Jose, CA 95132, prior to the closing date and time. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened as per Government Code #53068.

BID PROPOSAL DELIVERY

One (1) original of the bid proposal shall be submitted for consideration to the Berryessa Union School District on or before 1:00 pm on Wednesday July 26, 2017. The District recommends that all bid proposals be hand carried to assure acceptance within the timeline. District further recommends that bid proposals sent via US Mail or other parcel carriers be delivered 48 hours before the deadline to assure acceptance. **Bid Proposals sent via Facsimile or E-mail will not be considered.**

Send proposals to: Bonny S Gregorius, Purchasing and Contract Manager
Berryessa Union School District
1376 Piedmont Road
San Jose, CA 95132-2427
Phone: 408-923-1871
Fax: 408-926-8329

All technical questions should be submitted via email only to Mari Fujikawa, Director of Student Nutrition Services Mfujikawa@busd.net. All District responses to questions about the bid will be shared with all potential bidders.

Last day to submit questions is Monday July 24, 2017.

PROJECT TIMELINE

| EVENT | DATE |
|-------------------------|------------------------------|
| BID ADVERTISEMENTS | JULY 14, 2017, JULY 21, 2017 |
| PROPOSALS DUE | JULY 26, 2017 |
| EVALUATION OF PROPOSALS | JULY 26-28, 2017 |
| BOARD APPROVAL | AUGUST 8, 2017 |

REFERENCES

Before awarding any contract, Berryessa Union School District reserves the right to require the vendor to submit evidence of qualifications, as it may deem appropriate. This evidence may be concerning financial, technical and other qualifications as well as relevant experience and skills of the vendor.

BACKGROUND INFORMATION

Berryessa Union School District is a public K-8 school district operating ten elementary and three middle schools. The District is located in the sloping northeastern foothills of the Silicon Valley in San Jose, California. The District serves a community of approximately 45,000 homes and has approximately 7,200 students enrolled in Kindergarten through Eighth Grade. Challenging educational programs and a strong commitment to excellence produce high pupil achievement. As such, we are constantly striving to fill District needs in the most cost-effective manner to obtain the best combination of product, quality, price, and service.

This request for bid proposal does not commit the Berryessa Union School District to award a contract, to pay for any costs incurred in the preparation of a bid proposal, or to procure or contract the services or supplies. The Berryessa Union School District reserves the right to accept or reject any or all bid proposals received as a result of the request, to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Bid Proposals if it is in the best interest of the Berryessa Union School District. The District may require the firm selected to participate in negotiations, and to permit such price, technical or other revision of their bid proposals as may result from said negotiations. The selected firm's bid proposal will be submitted to the Board of Trustees for consideration of award. The decision of the Board is final.

BID PROPOSAL CONTENTS

The following District forms must be returned with your Bid Proposal:

1. Bid Form (including Dairy Products Unit Price Worksheet)
2. Reference List
3. Non-Collusion Affidavit
4. Drug-Free Workplace Certification
5. W-9

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID FORM

The Berryessa Union School District invites bids on the form enclosed to be submitted no later than **1:00 P.M. on July 26, 2017**. All blanks on the bid form must be appropriately filled in. Each bid must be submitted in a separate sealed envelope bearing on the outside **Bid Number B-02-2017-18 Dairy Products**.

It is the sole responsibility of the bidder to ensure that his bid is received by the Berryessa Union School District Purchasing Department at 1376 Piedmont Rd., San Jose, CA 95132, prior to the closing date and time. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened as per Government Code #53068.

2. QUESTIONS REGARDING BID

All technical questions should be submitted via email only to Mari Fujikawa, Director of Student Nutrition Services Mfujikawa@busd.net.

Last day to submit questions is 5:00pm Monday July 24, 2017.

3. BID OPENING READING

All bids shall be publicly opened and read aloud at the above mentioned time and place.

4. SIGNATURE

The 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 such bids.

5. MODIFICATIONS

Changes in the bid documents, additions to the bid, or any other modifications of the bid form may result in rejection of the bid as not being responsive to the invitation to bid. No oral or telephone modifications shall be considered.

6. ERASURES

The bid submitted must not contain any erasures, interlineations, or other corrections unless each is initialed in the margin immediately opposite by the person or persons signing the bid.

7. WITHDRAWAL OF BID

Bidders may withdraw their Bids at any time prior to the Bid opening date and time and only by written request for the withdrawal of Bid filed with the District in the Purchasing Department located at 1376 Piedmont Road, San Jose, California 95132-2498. The Bidder or its duly authorized representative shall execute request to withdraw Bid.

8. INTERPRETATION OF BID DOCUMENTS

If discrepancies or omissions are found in the bid documents, bidders may submit a written request via Email for clarification or correction to the Purchasing and Contracts Manager Bonny Gregorius at bgregorius@busd.net. A copy of the request for clarification and the response thereto will be emailed to all bidders. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid.

9. AWARD OF BID

The Berryessa Union School District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding process, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the needs of the district. All bids shall remain open and valid and subject to acceptance for a period of sixty (60) days after the bid opening date. Items listed on the bid will be awarded in part or whole and quantities may vary, whichever is in the best interest of the District.

10. PRICING

Bid each item separately. Prices must be stated in the unit as specified. In case of a discrepancy between the unit price and the extended price, the unit price will be considered correct. Prices should be quoted net, including any trade discounts, F.O.B. destination. Cash discounts, when included, shall be considered pursuant to the DISCOUNTS provision of this bid. Prices shall NOT include sales tax but sales tax shall be listed separately.

11. DELIVERY SCHEDULE.

Bidders shall be required to commence delivery of all items on which bids are accepted immediately after receipt of a district purchase order. Failure to start services within ten (10) days after receipt of a district purchase order and/or Notice to Proceed shall be considered sufficient cause for default action under the DEFAULT provision of this bid.

12. BRANDS

If brand names are listed, they are for descriptive purposes to indicate the quality, design and utility desired. This specification is not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this bid request. Recycled products must also meet the requirements set forth. Each bidder shall indicate the manufacturer's name and item number of the brands being bid and shall submit all

samples in accordance with the SAMPLES provision of this bid. Specifications must be sent prior to or with bid on items bid as alternate or equal.

13. SAMPLES

If the bidder is bidding items/brands other than those specified or if no brand is indicated in the bid documents, the following shall apply:

- A. Complete specifications and descriptions shall be submitted with the bid.
- B. If you would like to submit samples, they must be submitted to the Student Nutrition Services Department at 1376 Piedmont Rd., San Jose, CA 95132, on or before the closing date and time of this bid.
- C. Samples must be submitted free of expense.
- D. All packages containing samples must be clearly labeled "**Bid Number B-02-2017-18 Dairy Products**" and each sample shall be clearly identified as to the bid number, vendor name, and item numbers under which it is to be considered.
- E. Samples which do not comply with these instructions may not be considered for award.
- F. All samples become the property of the District.

14. EVIDENCE OF RESPONSIBILITY

Upon request of the District a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing his financial resources. The District may also request the names of three (3) references with which similar transactions were made during the previous year.

15. ANTI-DISCRIMINATION

It is the policy of the District that in connection with all services performed, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, the California Fair Employment Practice Act beginning with labor code #1410 and #1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.

16. INSPECTION AND ACCEPTANCE

All items provided under this bid shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their productions, handling, processing and labeling. Inspection and acceptance of all items shall be at destinations. Items found to be defective or not in accordance with the bid specifications shall be replaced immediately by the bidder at no cost to the District. District shall be allowed seven (7) working days after delivery to report damaged goods. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.

17. LIABILITY

The bidder shall hold the district, its officers, agents, servants and employees harmless from liability of any nature or kind whatsoever on account of use by the publisher or author, manufacturer or agent, of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this bid. Contractor agrees to indemnify and save harmless, District, its officers, agents and employees from and against any

and all claims, demands, losses, defense costs or liability of any kind or nature which District, its 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 contractor's performance, under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

18. DISCOUNTS

Cash discounts shall be considered in determining low bid if discount offered is for a thirty (30) day payment period or longer. Cash discounts for less than thirty days shall not be considered in determining low bid. In connection with any discount offered, the discount period shall begin at the date of delivery and acceptance at destination, or the date the correct invoice is received, or on the date final approval of payment is authorized (in the event that an adjustment is necessary due to damage), whichever is later.

19. BID DOCUMENTS

The complete bid includes the following documents:

- Request for Bid Proposal
- Instruction for Bidders
- Special Conditions
- School Site Delivery Locations
- Bid Form
- Dairy Products Unit Price Worksheet
- Reference List
- Non-Collusion Affidavit.
- Drug-Free Workplace Certification
- W-9 Form.

Any of these documents shall be interpreted to include all the provisions of the other documents as though fully set out therein. The Bidder should fully acquaint himself with the conditions and terms affecting the performance of the agreement if awarded. The bidder's submission of a bid shall be taken as prima facie evidence of compliance with this section.

20. MATERIAL SAFETY DATA SHEETS

Bidders receiving awards on items subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations, must submit Material Safety Data Sheets for those items, as required, to the school district.

21. TAXES

State and local taxes are the responsibility of the purchaser. Taxes are not to be included in the prices that are submitted with this bid but shown separately under the area labeled "Taxes".

22. DELIVERY

All prices shall be quoted F.O.B. destination. Destination shall be as designated within the boundaries of the Berryessa Union School District. No additional fees shall be charged for small orders. All shipments shall be accompanied by a packing slip or invoice. Purchase order numbers shall appear on all packing slips, invoices, and packages.

23. ERRORS

Responsibility for errors or omissions on the part of bidders in making up their bids will not be assumed by the school district. All bids must be typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections typed adjacent to the error. Corrections must be initialed in ink prior to the bid opening by the person signing the bid. Bids should be verified before submission, as they cannot be withdrawn or modified after the bid closing time and date.

24. QUANTITIES

Quantities shown are estimated usages of the District for the bid period. The District reserves the right to purchase more or less of the units specified. These quantities are not guaranteed by the District but are included for information and bid planning purposes only.

When any supplier shall deliver any article which does not conform to the specifications or when deliveries are unduly delayed, District may, at its option, annul and set aside the contract entered into with said supplier, either in whole or in part, and make and enter into a new contract with supplier that can provide equal or similar items in a timely manner. Additional costs incurred by the district as a result of such action shall be borne by the supplier (and/or his sureties), failing to perform.

25. PERIOD OF AGREEMENT/ EXTENSION

The period of time that prices quoted herein shall remain in effect for a minimum period of 365 days after bid award. Time extensions may be granted upon mutual consent of all parties involved within the conditions of this bid, but not to exceed a period of five (5) years.

26. PRICE INCREASES

In the event that parties involved consent to contract time extensions, the following conditions for price adjustments shall apply. Prices bid herein may increase with the mutual consent of parties involved. The effective date of such increase shall be specified in writing to the District. All proposed price increases shall require the submission by the vendor of the manufacturer's national or regional published price list or printed notices of price changes. All purchase orders placed under this agreement shall be delivered and invoiced at the agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

27. PURCHASES ORDERS

The School District shall issue purchase orders to the vendor each year.

28. INVOICES

Invoices shall be submitted to the School District by the 10th day of each month covering all deliveries made through the last day of the previous month and shall contain the following information:

- Purchase order number
- Item number
- Item description
- Quantity
- Unit price
- Extended total
- Applicable discounts for items delivered (if any)

Failure to enter the above information on the invoice may cause a delay in payment. Payment shall be made on partial deliveries accepted by the School District.

29. OSHA REQUIREMENTS

The vendor certifies by delivery, that all items furnished under this agreement meet or exceed applicable OSHA codes.

30. DEFAULT

District may, by written notice of default to the vendor, terminate the whole or any part of its order under this agreement if:

A. The Vendor fails to make delivery of the supplies or to perform the service within the time specified herein or any extension thereof:

B. Vendor fails to perform any of the other provisions of this agreement and does not cure such failure within a period of ten (10) calendar days (or such longer period as the Purchasing and Contract Manager may authorize in writing) after receipt of notice from the Purchasing and Contract Manager specifying such failure. In the event that the District terminates its order(s) in whole or in part, District may procure supplies or services similar to those so terminated from other sources and the vendor shall be liable to the District for any additional costs resulting from such action. Vendor shall still be required to deliver all supplies or services under the agreement that have not been terminated.

31. WARRANTY

Warranty periods and terms shall be stated in the bid response. The vendor agrees that all items furnished under this agreement shall be covered by the most favorable commercial warranties (to include merchantability) that the vendor provides any customer for such items, and that the right and remedies provided therein are in addition to any other provision of this agreement.

32. INDEPENDENT CONTRACTOR

While providing the items included herein, the vendor is an independent contractor and not an officer, employee, or agent of the Berryessa Union School District.

33. INSURANCE REQUIREMENTS

Vendor shall furnish to District satisfactory proof that Vendor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:

Comprehensive General Liability Insurance

To cover claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors and product liability. The limits of such insurance shall not be coverage of less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate limit, and \$2,000,000.00 aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.

Comprehensive Automobile Liability Insurance

To cover all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than \$1,000,000.00 each person Bodily Injury, \$1,000,000.00 each occurrence Bodily Injury, and \$1,000,000.00 each occurrence Property Damage.

Workers' Compensation Insurance

Coverage for all persons whom the Contractor may employ in carrying out Work contemplated under this Contract, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.

Indemnification

The Vendor agrees to pay on behalf of and hold harmless the Berryessa Union School District for all claims arising in whole or in part from its work on behalf of the District.

Evidence of Insurance

The Vendor shall submit evidence of insurance to the Owner at the time of execution of the Contract. Written notice shall be sent to the Berryessa Union School District at least thirty (30) days prior to cancellation or at least ten (10) days for non-renewal of such insurance coverage.

All policies of insurance shall be placed with insurers acceptable to District. The insurance underwriter(s) for all insurance policies except Workers' Compensation shall have an A. M. Best Company rating of A or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of District, warrant such increase. Contractor shall increase required insurance amounts upon direction by District.

Required Endorsements

- Name District, its Board of Directors, and their employees, representatives, consultants, and agents, and Project Manager as additional insureds, but only with respect to liability arising out of the activities of the named insured.
- Each such policy shall apply separately to each insured against whom claim is made or suit is brought.
- Insurance shall be primary to District and no other insurance or self-insured retention carried or held by District shall be called upon to contribute to a loss covered by insurance for the named insured.

District Mailing Address

Certificates of Insurance, written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to the Berryessa Union School District, (Attention: Purchasing Manager) at the address listed here:

Berryessa Union School District
Purchasing Department
1376 Piedmont Road
San Jose, CA 95132

SPECIAL CONDITIONS

1. Contract prices awarded as a result of this price request shall remain firm for 30 days, after which milk can increase or decrease monthly in accordance with changes in Class 1 raw milk prices regulated by the California Department of Food and Agriculture, Milk Stabilization Branch monthly Federal Milk Order Announcements. Prices for milk delivered can be increased or decreased at the rate of \$0.001 per half pint for each full \$0.15 increase/decrease in raw milk per hundred-weight.

Any changes (up or down) in price must be announced to school district officials by the 15th of the month preceding the month in which the change will occur. Any changes in prices must be documented by the California Bureau of Milk Market Enforcement announcement and be accompanied by conversion calculations showing manner of arriving at amount of change.

In the event of a price change effective between the opening date of this price request and the inception date of the contract, the successful vendor shall reflect any decrease and may reflect any increase at the beginning of the contract.

2. Each vendor will submit a copy of its public agency price schedule with terms and conditions, with their Bid Proposal response. Responding vendors agree to enter into a contract with the District to provide the products and services at the lowest approved prices. In the event that the vendor establishes lower approved prices for the products and services contained in this price request at any time during the term of

the contract, the vendor agrees to meet the lower prices for the products and services offered. Failure to advise the District within ten (10) days of price reduction to another purchaser may be cause for cancellation of any contract.

3. Fluid milk and milk products shall be manufactured and packaged as defined in the state regulations governing the production and sale of milk and milk products, as published by the State Board of Health. Milk and milk products shall be pasteurized, homogenized and vitamin fortified. All products must conform to the provisions set forth in the federal, state, county, and city laws for their production, handling, processing, marketing, and labeling.
4. The Berryessa Union School District reserves the right to inspect the facilities of any vendor prior to award of the contract, and if representatives of the District determine after such inspection that the vendor is not capable of performance satisfactory to the District, his/her price request will not be considered.
5. The District reserves the right to discontinue service, upon 24-hour notice, of all or any portion of any contract resulting from this price request for reason of unsatisfactory product or service or any reason determined by the district to be detrimental to the health and welfare of students and school personnel and to hold contractor in default. Failure to furnish all items included in the contract in a timely manner or furnishing unauthorized substitutions for products specified in the contract shall constitute unsatisfactory service.
6. Samples may be requested on any product before award is made. Such samples shall be delivered within three (3) working days after request at no charge to the District. Each item shall be properly identified as to vendor, price request number, and item number. Failure to provide samples as requested shall be cause of rejection of the price request.
7. The successful vendor will deliver to all designated sites on a twice per week basis. Deliveries are to be made directly to each cafeteria location, in such quantities and at such times as requested by Student Nutrition Services. The District will not accept any minimum delivery requirement, i.e., case minimum, dollar minimum, nor minimum delivery stops. Deliveries must also be made on all items during the summer months in the quantities required by the District, to any sites that may have continuing operations. The District reserves the right to make additions to, or deletions from the list of sites to be served at any time during the contract period.
8. Price quotes must be given on all items listed. The quantities shown on specifications are estimates only, based on the best information available at the time; however, the District reserves the right to order more or less than such quantities over the contract period.
9. Vendor's representatives driving motor vehicles on school grounds will use extreme caution at all times and especially while school is in session. Drivers entering school premises when school is not in session will lock any gate or door to which they have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or open, evidence of vandalism, etc., should be reported as soon as possible to the School District Emergency Response Team. 408-590-0001. Drivers must also wear a company uniform that displays the name/logo of the company and a picture identification while on school grounds.

10. The vendor shall furnish delivery slips in duplicate as follows:
 - Original copy, signed by person receiving material, shall be left at the school site.
 - Duplicate copy shall be retained by the vendor.
11. The successful vendor must have the capabilities of delivering any and all items on the price request. Deliveries are to be made before 11:00 a.m. The Child Nutrition Services office must be notified if there is an anticipated delay in delivery time or availability of products. Notification of product shortages must be made at least 24 hours prior to scheduled delivery. The District reserves the right to purchase a substitution or order the product from another distributor. A substitute product may not be delivered without prior approval by the District representative. All prices for substitute products must be verified and agreed upon prior to delivery.
12. Vendor shall issue credit to the District for all products returned from the school sites, including cartons that leak or questionable products. Vendor shall also issue credit for excess milk and/or juice on hand at schools on the last day before a period when school is closed for nine (9) consecutive calendar days or longer.
13. Student calendars will be provided upon request.
14. Keys for entry to sites will be provided to the successful bidder, who will be responsible for security and keys, and shall be liable for the cost of re-keying and providing replacement keys if lost.
15. Failure to comply with security procedures may result in fines to the vendor to be determined by the District or cancellation of award.
16. Federal regulations require that to the maximum extent possible, only domestic products are to be purchased for use in National School Meal Programs. This requirement will be strictly adhered to. Any bidder intending to provide products produced or grown in a foreign country must include such information on their price request submission. Failure to include such information on the price request submission can result in product rejection at the vendor's expense.
17. The successful vendor will be required to provide a suitable delivery schedule outlining delivery days for each site upon award of the price request, which shall be approved by the District. If required, vendor must be able to revise the delivery schedule based on the needs of the District.
18. Vendor will be required to deliver milk quickly in emergency situations.
19. Fluid milk and milk products shall be delivered at a temperature of 41 degrees Fahrenheit or less. Any milk delivered at or above 45 degrees Fahrenheit may be rejected.
20. Milk products must have at least a 10 day code date upon delivery. Product will be returned for credit if code is out of date.
21. Fluid Dairy products will be properly sealed. Leaking containers will be credited at full price.

22. Orders will be placed according to the needs of individual school sites.
23. Milk crates will be maintained in a clean and sanitary condition.
24. Successful vendor will be required to pick up all empty milk crates when milk is delivered and prior to school holidays and vacations.
25. Dairy driver(s) will be responsible for rotating milk products at each school site, moving the oldest code date to the front and restacking milk each time a delivery is made.
26. Milk crates will be stacked no higher than five crates high in school walk-in refrigerators.
27. If, in the opinion of the District, an item purchased on the price request does not conform to specifications or perform to the standards of the previous samples submitted, the District reserves the right to have the product tested by an independent testing laboratory or state weights and measures representatives. If the tests show that the product does not conform to specifications or meet the standards of the samples submitted, the cost of testing will be charged to the vendor and the contract may be canceled.

If any product fails to meet specifications, the District may require, within a reasonable time as determined by the District, one or both of the following:

- A. Cash restitution or in-kind replacement, at the District's discretion for the entire lot that failed
- B. Payment for the value of all meals that the District served which failed to contain the required components of a reimbursable meal because the vendor provided short-weighted products.

Instances of products failing to contain required quantities will constitute a breach of contract and may result in contract termination. All costs resulting from termination for cause must be borne by the vendor.

28. All items requested must meet nutritional requirements of the USDA Child Nutrition Program. Complete Nutrient analyses will be required for all dairy products and must be provided upon award of this bid.
29. Vehicle maintenance records must be available for inspections by District Personnel. Trucks shall be kept in good repair.
30. The interested vendor must meet the following qualifications:
 - A. Have been in business for at least five (5) years, with references provided showing successful business relationships with at least three (3) Districts with fifteen (15) or more sites.
 - B. Must own refrigerated trucks and be able to provide delivery to all District locations assigned at a time convenient to the School District. This is to include special deliveries.
 - C. Deliver products in containers that are clean, in vehicles that are clean and in good repair.

D. Provide complete and accurate billing including monthly billing by site and consolidated by product.

31. Product specifications:

Certain specifications are set forth herein for the purpose of establishing standards and are not intended to preclude any vendor from bidding who can meet these specifications and requirements. Vendor may propose any product equal to that specified. The District will be the sole judge as to whether the products and services are in fact equal to the specifications set forth herein.

A. All milk is to be Grade A, pasteurized, homogenized, fortified with at least 400 IU of Vitamin D and 2,000 IU of Vitamin A per quart, free of artificial hormones and high fructose corn syrup, and furnished in accordance with State, County, and City ordinances and delivered to the school as directed.

B. Pricing will be based on the raw products components for Class I, II, and III dairy components as announced by the California Bureau of Milk Market Enforcement. Price adjustments, if required, will be made on the following dates only; August 1, October 1, December 1, February 1, April 1, and June 1.

C. Provide pack sizes for each type of product to assist sites in ordering (i.e. 70/cs., 15/unit, etc.)

32. Provide pricing for items without a specified quantity listed to allow the option of ordering these additional items for special functions or events.

33. Contract Terms: Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, section 81644, this bid may be extended (by mutual annual consent expressed in writing) for four (4) additional school fiscal years.

34. The successful bidder will be required to provide, prior to commencing the work, and maintained during the life of the contract, General Liability Insurance in the amount of \$2,000,000, Automobile Liability in the amount of \$2,000,000 per accident for bodily injury and property damage, and Workers' Compensation and Employers' Liability. Workers' Liability limits of \$2,000,000 per accident for bodily injury or disease. A certificate of insurance must be submitted upon award naming Berryessa Union School District as a certificate holder and additionally insured.

SCHOOL SITE DELIVERY LOCATIONS

| Site | Address | City | Zip |
|--------------------------------|------------------------|----------|-------|
| Brooktree Elementary School | 1781 Olivetree Drive | San Jose | 95131 |
| Cherrywood Elementary School | 2550 Greengate Drive | San Jose | 95132 |
| Laneview Elementary School | 2095 Warmwood Lane | San Jose | 95132 |
| Majestic Way Elementary School | 1855 Majestic Way | San Jose | 95132 |
| Noble Elementary School | 3466 Grossmont Drive | San Jose | 95132 |
| Northwood Elementary School | 2760 East Trimble Road | San Jose | 95132 |
| Ruskin Elementary School | 1401 Turlock Lane | San Jose | 95132 |
| Summerdale Elementary School | 1100 Summerdale Drive | San Jose | 95132 |
| Toyon Elementary School | 995 Bard Street | San Jose | 95127 |
| Vinci Park Elementary School | 1311 Vinci Park Way | San Jose | 95131 |
| Morrill Middle School | 1970 Morrill Avenue | San Jose | 95132 |
| Piedmont Middle School | 955 Piedmont Road | San Jose | 95132 |
| Sierramont Middle School | 3155 Kimlee Drive | San Jose | 95132 |

BID FORM

TO THE BERRYESSA UNION SCHOOL DISTRICT

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

BID NUMBER. B-02-2017-18

DAIRY PRODUCTS FOR STUDENT NUTRITION PROGRAM

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Berryessa Union School District, ("District"), to perform and furnish all Work as specified or indicated in the Bid Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Bid Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents. This Bid will remain subject to acceptance for 60 Days after the day of Bid opening.
3. In submitting this Bid, Bidder represents:
 - (a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

| Addendum Number | Addendum Date | Signature of Bidder |
|-----------------|---------------|---------------------|
| | | |
| | | |

- (b) Bidder has visited the Site(s) and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Bid.
 - (b) Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Bid Documents.
4. The undersigned Bidder understands that District reserves the right to reject this Bid.
5. Bidders must comply with the SAMPLE provisions of this bid and Section 13 in the Instructions for Bidders.
6. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

IMPORTANT NOTICE:

If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

The representations made herein are made under penalty of perjury.

ATTESTED ON THIS THE _____ DAY OF _____ 2017, STATE OF CALIFORNIA

Signature of Authorized Bidder

Name of Firm

Title of Bidder

Address

Area Code - Telephone Number

City State Zip

Area Code – Fax Number

- TYPE OF BUSINESS: Corporation Co-Partnership
 Individual Using Firm Name Individual Using Own Name

DAIRY UNIT PRICE WORKSHEET

| No. | Product Description | Approx. Yearly Usage | Product Code/ Product Name | Unit | Unit Price |
|-----|---|----------------------|-------------------------------|-------------|------------|
| 1 | Milk Grade A 1% Low Fat White (Carton) | 185,000 | | 1/2 Pint | |
| 2 | Milk Grade A Non Fat Chocolate (Carton) | 375,000 | | 1/2 Pint | |
| 3 | Milk Grade A 1% Low Fat White Lactose Free (Carton) | 10,000 | | 1/2 Pint | |
| 4 | Orange Juice Full Strength (Carton) | 80,700 | | 4 Oz. | |
| 5 | Milk Grade A Non Fat Chocolate (Gallon Plastic Container) | 250 | | Gal. | |
| 6 | Whipped Cream Light (Can) | 50 | | Can | |
| 7 | | | | | |
| 8 | | | | | |

List any discount terms and conditions here. Attach an additional sheet if needed

REFERENCE LIST

Please provide a reference for at least three (3) School Districts you are serving with fifteen (15) or more locations.

District Name: _____

Contact Name: _____

Address: _____

Phone/Fax Numbers: _____

Number of Locations: _____

District Name: _____

Contact Name: _____

Address: _____

Phone/Fax Numbers: _____

Number of Locations: _____

District Name: _____

Contact Name: _____

Address: _____

Phone/Fax Numbers: _____

Number of Locations: _____

DRUG-FREE WORKPLACE CERTIFICATION

State and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code § 8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor 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 Contractor's workplace and specifying actions that will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Contractor's policy of maintaining a drug-free workplace;
 - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §8350, et seq.
5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

Name of Company

Authorized Signature

Print

Title

Date