

New Haven Unified



Bay Area School Nutrition Cooperative

COOPERATIVE BID FOR FOOD AND SUPPLIES

BID NO. 157

**FOOD AND NUTRITION PRODUCTS, PAPER
SUPPLIES AND DELIVERY SERVICE BID**

2013 - 2014

DATE DUE: May 29, 2013 at 10:00 a.m.

**By: Angela Nava
Lead District
New Haven Unified School District**

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NOTICE -REQUEST FOR BIDS

Bid No. 157

For

Food and Nutrition Services Supply Bid 2013-2014

Notice is hereby given that sealed bids will be received at the New Haven Unified School District Mary Cordoza Center, until 10:00 a.m. on May 29, 2013, local time to furnish and deliver **Food and Nutrition Products, Paper Supplies and Delivery Service**, in accordance with the Bay Area School Nutrition Coop (BASNC) specifications and contract documents.

Bids shall be delivered and addressed to the New Haven Unified School District Director of Child Nutrition, Mary Cordoza Center, 2831 Faber Street, Union City, CA 94587, and shall be labeled "**Food and Nutrition Products, Paper Supplies and Delivery Service**". Any Bidder who wishes his bid to be considered is responsible for making certain that his bid is received in the New Haven Unified School District Mary Cordoza Center by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. Bids received after the scheduled Bid Submittal Deadline will be returned unopened. It is the responsibility of the Bidder to see that any bid submitted shall have sufficient time to be received by the Director of Child Nutrition for New Haven Unified School District before the Bid Submittal Deadline. Late bids will be returned to the Bidder unopened.

The receiving time in the Mary Cordoza Center will be the governing time for acceptability of bids. Bids will not be accepted by telephone or facsimile machine. Bids must bear original signatures and figures.

Bid Documents and Specifications. The Bid Documents and Specifications including any clarifications and addendums if necessary, are posted on www.nhusd.k12.ca.us and may be examined and obtained at no charge.

Pre-Bid Conference. A NON-MANDATORY pre-bid conference will be held at 10:00 a.m. on May 20, 2013, at the New Haven Unified School District Education Service Center, 34200 Alvarado Niles Road, Union City CA 94587.

Signature

Angella Nava, Director, Child Nutrition

New Haven Unified School District

Published: Bay Area News Group
(The Argus and
InsideBayArea.com)

Scope of Work

The Bay Area School Nutrition Cooperative/New Haven Unified School District (hereinafter "the Bay Area School Nutrition Coop") seeks to retain a qualified firm(s) to provide Food and Nutrition products, Paper Supplies and Delivery Service, as specified herein, to school districts within the following county delivery areas: Sonoma, Napa, Marin, Solano, Contra Costa, San Mateo, Alameda, Santa Clara, Santa Cruz, Monterey AND districts must be current active paying members (Current district list available on NHUSD website).

The initial term of this contract shall be for a period of one (1) year beginning July 1, 2013 to June 31, 2014 with two (2) one year options to renew/rollover the contract.

Bidders must comply with the Nutrition Standards in the National School Lunch and School Breakfast Programs published January 13, 2011, Federal Register (76 FR 2494) and with The Healthy, Hunger-Free Kids Act 2010.

Bidders must comply with the most current California guidelines for child nutrition services such as SB12, SB965 and Trans Fat.

All materials must comply with the latest State of California Education Code Requirements.

Products and Services

All products offered must be new, unused and of the most current product lines, design, manufacturer and technology.

The products required to be provided under this Agreement and specified herein are hereby defined/classified as follows:

- Food Products in the following categories
 - Beverages
 - Bread Products
 - Cereals
 - Chips
 - Condiments
 - Dairy Products
 - Lunch, Center of the Plate
 - Juice and Frozen Desserts
 - Potatoes Frozen
 - Staples
 - Breakfast, Center of the Plate
 - Snacks
 - Miscellaneous

- Paper Products in the following
 - Paper
 - Plastic
 - Foam, Polystyrene, Containers
 - Aluminum Foil and Trays
 - Specialty Packing and Lidding Film
 - Biodegradable and Compostable Products
 - Food Service Preparation Supplies
 - Cleaning Supplies

Contractors shall not provide product samples with bid. Contractors offering "alternate or equal to" products must comply with the terms and conditions under brand substitutions on page 13 of this document.

This work shall include, but not be limited to, the following tasks and shall be provided at no additional cost to the Bay Area School Nutrition Coop Participating School Districts:

- a. Provide delivery of all food products, and paper supplies ordered direct to each site within the specified delivery time window.
- b. Provide a process for the pick-up, return and crediting of returned items.

The Bay Area School Nutrition Coop shall not be obligated to purchase any quantity of products/supplies specified herein, and reserves the right to award any and all tasks of work. The decision of the BASNC shall be final.

PLACING ORDERS

Each school district jurisdiction shall issue purchase orders to specify their quantity and delivery requirements. School districts shall make payments directly to the vendor who agrees to look solely to such jurisdiction for compensation. Contractor will deliver to each site all supplies and products provided in this document and conform to the delivery requests of Bay Area School Nutrition Coop. Products must be tailgate delivery or means to off load.

RECEIVING AND DISCREPANCY PROCESSING:

All orders must comply with the delivery schedules required by the participating school districts.

- a. All orders will be processed as ordered.
- b. All order discrepancies will be handled between the School Jurisdiction and the vendor.
- c. Credit memos will be included and must have all the Information from the original order.

All delivery tickets must be signed for by the authorized Food Service Manager or designee at the school site.

The delivery vehicle must be maintained in a clean and sanitary condition. Products must

be delivered in original cases and packaging, clean, dry and free from pests.

Special deliveries may be needed under special circumstances (i.e. theft, etc.). The authorized school site food services manager will call contractor, identify site, problem, amount of product needed, and time needed for delivery.

The contractor will be required to maintain a log or report of all quantities delivered for all products to the school site. Contractor will provide these reports monthly with month to date and year to date usage upon request by the ACOE.

A school calendar may be obtained by the contractor from school sites so that arrangements can be made for changes needed during holidays and vacation dates.

The contractor will specify manufacturer, brand or make in describing any item that is being quoted. The supplier shall indicate units per case for each product bid (The unit or case prices shall be shown for each listed item. If the case quantities differ please indicate amounts).

School sites will not accept responsibility for any miss-shipped product which is not picked up by the Supplier within thirty (30) days.

The contractor will provide product catalog (if available). School sites may request specialty items during school year for special events. A list of specifications, quantities and requested date will be provided to Contractor by the school site food manager.

Monthly statements will specify the school site on all invoices. Each invoice must be numbered individually with current PO number on each invoice.

FILL RATE/ACCURACY RATE

The Contractor shall maintain a 90% fill rate of all orders and indicate on the packing slip all items ordered but not delivered. The Contractor shall also fill orders with a 99% accuracy rate.

PACKING LISTS

Each shipment must be accompanied by a uniquely numbered, priced packing list, which shall be marked "PAID." Each packing list must indicate the unique order identification (UOI) number for each item shipped. The Purchase Order number must be on the packing list. If the order is paid with a credit/procurement card, the full name of the person who placed the order, their phone number and their school/site location must be listed.

PACKING, CRATING, CARTAGE

The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the Bay Area School Nutrition Coop's request. All packing, crating, or other debris resulting from delivery or set-up of commodity purchased shall be removed and properly disposed of by the successful bidder.

Stock on Hand

The Contractor shall stock and maintain a reasonably sufficient quantity of all products and supplies awarded.

**Bay Area School Nutrition
Coop Lead District:**

The Bay Area School Nutrition Coop Project
Manager shall be:

Angelia Nava

New Haven Unified School District

2831 Faber Street

Union City, CA 94587

(510) 475-3992

Anava@nhusd.k12.ca.us

The Bay Area School Nutrition Coop Lead District may, at any time during the term of the contract, appoint a designee or representative for the purposes of project management.

Methodology for Customer Service Implementation

Describe in detail your company's plan to provide the Bay Area School Nutrition Coop with a complete customer service package that includes all aspects of customer service to include, but not be limited to: technical support, telephone support, order management, invoicing issues, training, returns, system failure issues, backorders, delivery problems, and procedure for substitution of discontinued items, defective merchandise and warranty issues.

Pre-Bid Conference The BASNC will conduct one (1) **non-mandatory** pre-bid conference.

The pre-bid conference will be held at:

New Haven Unified School District

Education Service
Center

34200 Alvarado Niles
Rd.

Union City, CA 94587

Date & Time: **May 20, 2013 at 10:00 a.m.**

The purpose of the pre-bid conference will be to discuss the scope of work specified herein and to clarify any other issues related to any terms, conditions, and specifications that may be considered ambiguous in nature. Any questions regarding this bid should be submitted in writing either by email or on company letterhead no later than the close of business on **May 17, 2013**. All questions will be answered and copies of both the questions and answers will be distributed to pre-bid conference attendees and posted to the Bay Area School Nutrition Coop's designated web site for this Invitation for Bids. An addendum to this bid may be issued after

this pre-bid conference if additional clarifications or information are necessary. Only contractors/contractors present at this pre-bid conference will receive an addendum.

Failure of any bidder to receive or examine any form, instrument, addendum or other bid document shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as conclusive evidence of compliance with this condition. Failure to meet this condition may result in rejection of any bid offered.

Post Award Meeting Prior to performing any work or providing any services specified on this Contract, the Contractor shall be required to meet with the Bay Area School Nutrition Coop Lead District designee for the purpose of reviewing the Scope of Work and services offered herein, determining milestones regarding the BASNC expectations, and to discuss any issues related to the execution of this Contract.

The Contractor will be given a written schedule or "Notice to Proceed" by the Bay Area School Nutrition Coop indicating the sequence and required time during which the Scope of Work and services should be accomplished. The Contractor shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this Contract. The Bay Area School Nutrition Coop will approve all materials associated with this Contract.

Schedule of Activities

The following outline is the anticipated schedule of activities for the solicitation of contractor responses to this Invitation for Bids:

Date Activity

May 6, 2013: Bid available on New Haven USD website in For our Community/Bid Opportunities

May 9, 2013 and May 16, 2013: Distribution of Request for Bids - Advertising

May 17, 2013: 10:00a.m. Deadline for submitting questions for pre-bid conference

May 20, 2013: 10:00 a.m. Non-Mandatory Pre-Bid Conference

May 29, 2013: 10:00a.m Deadline to submit bid responses. (Bid Opening)

Award of Contract

Instructions to Bidders

SECTION 1 - BID INSTRUCTIONS

Submitting Bids. (a) The bid must be submitted on this form, in its entirety, (attachments accepted) in a sealed envelope with the wording Food and Nutrition Services Supply Bid, bid number and closing date marked on the outside. Unit prices shall be shown for each item. (b) All documentation of unit pricing or other cost breakdowns as outlined in this bid must be submitted to support the total bid price. (c) Bids/corrections received after the closing time will not be opened. The BASNC Lead District designee will not be responsible for bids not properly marked and delivered. Upon award, all submissions become a matter of public record.

The contractor shall indicate units per case for each product. Districts will purchase in case lots. The contractor must supply items to all districts participating in this bid. Failure to do so will be grounds to remove the contractor from the bidders list for future bids.

Date Due. Bids must arrive to New Haven Unified School District Mary Cordoza Center, 2831 Faber Street, Union City, CA 94587 by the Date Due shown on the Request for Bid (RFB).

Responsibility. Bidders are solely responsible for ensuring their bid is received by NHUSD in accordance with the solicitation requirements, before the date and time specified in the bid, and at the place specified. The BASNCop Lead District designee shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery.

Time for Receipt. Bids shall be due May 29, 2013, by 10:00 a.m. Bids received after the date and/or time stated will be considered late and will not be considered for award.

Extension of Due Date And/Or Time. The BASNC Lead District designee reserves the right to extend the Date Due and/or time when it is in the best interest of the Bay Area School Nutrition Coop.

Preparation. All bids must be typed and bid pricing forms must be submitted in "Excel" spreadsheet format. Five Copies (5) of the completed bid pricing form must be submitted with all other required documents by bid date and time. Bidder must also provide an unprotected excel spreadsheet of the bid pricing form on a flash drive as part of the completed bid packet. Errors may be crossed out and corrected in ink, then initialed in ink by the person signing the bid.

Firm Bid. Bidders' prices shall remain firm for a period of one (1) year from the Date Due, unless otherwise specified in the Request for Bid (RFB). There is NO ECONOMIC PRICE ADJUSTMENT CLAUSE (aka "escalator" clause) in this contract. Price increases during the period of the contract will not be permitted without BASNC expressed consent.

BASNC Bid Pricing. Awarded bidders' agree to only provide BASNC pricing to approved district membership. A school district membership list will be provided.

Alternatives. Any changes or alternatives must be set forth in a letter attached to this bid. The BASNC Lead District designee has the option of accepting or rejecting your bid.

Failure to Submit Bid. Your name may be removed from the mailing list if the Bay Area School Nutrition Coop receives no response to this bid.

Rejection. The Bay Area School Nutrition Coop Lead District designee reserves the right to reject any or all of the bids and to waive any informality in any bid. The Bay Area School Nutrition Coop Lead District designee reserves the right to reject the bid of any bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the bid of a bidder who is not in a position to perform such contract satisfactory. The Bay Area School Nutrition Coop Lead District designee expressly reserves the right to reject the bid of any bidder who is in default of payment of taxes, licenses or other monies due to the Bay Area School Nutrition Coop Lead District designee .

Awards. The Bay Area School Nutrition Coop Lead District designee intends to award a one (1) year contract with two (2) additional one year renewal options to extend this contract to the lowest, responsive and responsible bidders. Response will be considered acceptance of this term. Bay Area School Nutrition Coop Lead District designee reserves the right to make an award based on partial items or a category of item unless the bid submitted is marked "All or None". Bay Area School Nutrition Coop Lead District designee awards based on a best value as determined by cost and other criteria that may be requested in the specifications section such as references and previous performance on similar requests. The Bay Area School Nutrition Coop Lead District designee will also consider the terms of payment discount as part of award criteria to determine the true lowest bid. Such discount will be deducted from invoicing before payment.

Amendments. Any and all changes to this contract must be made in writing and agreed to by the Bay Area School Nutrition Coop Lead District designee . Performance by the contractor will be considered agreement with the terms of this contract.

Payment. (a) Bidder shall state payment terms offered. (b) Payment will be made on the pay period after receipt and acceptance of goods and /or services and upon using department confirmation of such acceptance.

Specifications. Materials differing from stated specifications shall not be considered.

Price Reduction. If at any time during the life of this contract, the successful bidder reduces his/her price or prices to others purchasing approximately the same quantities as contemplated by this contract, the contract prices shall be reduced accordingly, and the contractor/contractor will immediately notify the Bay Area School Nutrition Coop Lead District designee New Haven Unified School District Director of Child Nutrition.

Contract Pricing. Prices bid shall remain firm through the term of this contract. No charge for containers, packing, dryage, palletizing, or other purpose will be allowed over and above the bid price. There is NO ECONOMIC PRICE ADJUSTMENT CLAUSE (aka "escalator" clause) in this contract (ie. Fuel charge). Price increases during the period of the contract will not be permitted without BASNC expressed consent.

Default. In case of default by contractor of any of the conditions of this bid or contract resulting from this bid, the contractor agrees that the Bay Area School Nutrition Coop Lead District designee may procure articles or services from other sources and may deduct from the unpaid balance due the contractor, or collect against the bond or surety, or may invoice the contractor for excess costs so paid, and prices paid by Bay Area School Nutrition Coop Lead District designee shall be considered the prevailing market price at the time such purchase is made.

Termination. Bay Area School Nutrition Coop Lead District designee reserves the right to terminate any or requirement contract resulting from this bid without penalty upon thirty - (30) days written notice to the contractor.

Debarment/Lobbying Certification: Per the attached bulletin from the State of California, as a school food authority, we must require that each responding quotation include completed certification statements regarding debarment and lobbying if the quotation totals \$100,000 or more. Complete the Certification and Disclosure Statements enclosed and return with your price request response.

Iranian Contracting Act, 2010: Entities prohibited from contracting with Public Entities in California per the Iranian Contracting Act, 2010. If your company has connections with any of the entities listed on the attached document, BASNC is prohibited from contracting with your organization.

Questions, Interpretation, Or Correction of Bid Documents.

Bidders shall notify the Bay Area School Nutrition Coop Lead District designee , promptly of any error, omission, or inconsistency that may be discovered during examination of the solicitation. Bidders shall contact Angella Nava, Director, Child Nutrition by phone at 510-475-3992 or by fax at 510-475-3996, or by email: anava@nhusd.k12.ca.us for any questions concerning bid specifications documents, for interpretation, correction, or clarification.

Clarification, corrections, or changes to specifications. All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum *only*. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the Agreement documents. Addendum will be sent to all known solicitation holders by facsimile or email, or U.S. mail.

It is the Bidders sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

Results. A tabulation of the bids received will be available within a reasonable time after the Date Due. Results will be posted on the New Haven Unified School District website in For Our Community/Bid Opportunities .

Terms of the Offer. Bay Area School Nutrition Coop Lead District designee's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the Alameda Office of Education. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

The unit prices herein will be effective/remain firm for the period of one (1) year effective the award date. It is understood that products may be ordered up to the last day of the covered term; products should be received within 30 days thereafter. The Lead District may elect to extend the award for additional (2) one-year periods (or a lesser time period interval as agreed upon by the successful vendor and the District) not to exceed a total of three (3) years, as it is in the best interest of the District.

Any extension made upon mutual consent of the lead district of the Bay Area School Nutrition Coop and the vendor shall be at the same terms, conditions, and pricing per item, except where a bonafide increase has taken place. Any increase may be considered if justification of the cost increase is provided and evidenced by documentation—such as the manufacturer of an item stating increased raw material costs, and providing invoices or other supporting documentation as proof OR in accordance with the Consumer Price Index that represents the San Francisco Bay area (changes in the CPI for the prior fiscal year) for the item purchased, whichever is less, may be negotiated subject to the existing market conditions and approval by the District. The vendor must substantiate any price increase with documentation that is acceptable and to the complete satisfaction of the District in order to justify the increase. Accordingly, any manufacturer or other negotiated price DECREASES shall be passed on to the District.

Withdrawal. Bidders' authorized representative may withdraw Bids only by written request received by the Bay Area School Nutrition Coop Lead District designee, before the Bid Date Due. After that time, Bidders may not withdraw their Bids for a period of ninety- (90) days from the date of opening. At no time may the successful Bidder(s) withdraw his/her Bid.

Bid Protest. A bidder may protest a bid award if he/she believes that the award was inconsistent with Board policy or the bid's specifications or was not in compliance with law.

A protest must be filed in writing with the Superintendent or designee within five business days after opening of bids. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to timely file a protest shall constitute a waiver of his/her right to protest the award of the contract.

Any bidder submitting a Bid Proposal may file a protest of the District's intent to award the Contract provided that each and all of the following conditions are met:

(1) The protest must be submitted in writing to the District (e-mail is not acceptable), before 4 p.m. of the fifth business day following bid opening.

(2) The initial protest document must contain a complete statement of any and all basis for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

(3) The protest must refer to the specific portions of all documents which form the basis for the protest.

(4) The protest must include the name, address and telephone number of the person representing the protesting party.

(5) Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Chief Business Official, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the District's Chief Business Official or other individual designated by him/her shall

provide the bidder submitting the bid protest. The District's Governing Board will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid award as reflected in the written statement of the Chief Business Official or his/her designee. Action by the District's Governing Board relative to a bid award shall be final and not subject to appeal or reconsideration by the District, any employee or officer of the District or the District's Governing Board. The rendition of the written statement by the Chief Business Official (or his/her designee) and action by the District's Governing Board to adopt, modify or reject the disposition of the bid award reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the Contract, the District's disposition of any bid protest or the District's decision to reject all Bid Proposals.

(6) The procedure and time limit set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

Terms and Conditions

AGREEMENT. Submission of a signed bid will be interpreted to mean bidder hereby agrees to all the terms and conditions set forth in all the pages of this Request for Bid. Bidder's signed Bid and the Bay Area School Nutrition Coop Lead District designee's written acceptance or purchase order shall constitute a contract.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Successful Bidder may not assign, transfer or sell any rights or obligations resulting from this Bid without first obtaining the specific written consent of the Bay Area School Nutrition Coop Lead District designee.

AUTHORITY OF THE (BASNC). Subject to the power and authority of the Bay Area School Nutrition Coop Lead District designee as provided by law in this contract, the Bay Area School Nutrition Coop Lead District designee shall in all cases determine the quantity, quality, and acceptability of the, materials and supplies for which payment is to be made under this contract. The Bay Area School Nutrition Coop Lead District designee shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

BRAND NAMES. Manufacturers' names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will not be considered for alternative brands .

BRAND SUBSTITUTIONS. Bids will be considered for items complying substantially with reference designation and specifications. Deviations to the reference designations and specifications will not be accepted. Once bid items have been awarded standard catalog sheets or nutrition technical data sheets must accompany the bid items. Sample food items will not be accepted for items that deviate from the referenced designations and specifications for each food and non-food item.

CANCELLATION OF SOLICITATION. The Bay Area School Nutrition Coop Lead District designee may cancel this solicitation at any time.

COMPLIANCE WITH OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the Bay Area School Nutrition Coop Lead District designee harmless for any failure to so conform.

CONTRACTOR. The term "Contractor" refers to the party entering into a contract with the Bay Area School Nutrition Coop Lead District designee as a result of this solicitation.

DISCONTINUED ITEMS AND PRODUCT SUBSTITUTION . In the event an item awarded under this contract is discontinued, Contractor is required to notify the Bay Area School Nutrition Coop Lead District designee immediately. Contract items that are discontinued by their manufacturer during the term of the contract may be substituted with a same or similar item only if it is equal or exceeds the specifications of the original item. Written documentation from the manufacturer of discontinuation and a sample of the substituted item shall be submitted directly to:

Bay Area School Nutrition Coop Lead District
designee

New Haven Unified School District

2831 Faber Street

Union City, CA 94587

(510) 475-3992

Anava@nhusd.k12.ca.us

The Bay Area School Nutrition Coop Lead District designee will not allow substitutions without prior approval. The substitute item shall then be evaluated by Bay Area School Nutrition Coop Lead District designee representative to determine if the substitute item is an equivalent of the specified item. Additionally, the price of any authorized substitute product must be equal to or less than the contracted price of the item being replaced. Authorization of a substitute product shall be the sole discretion and with authorization/approval of the Bay Area School Nutrition Coop Lead District designee.

DELIVERY COMPLETION. All items must be shipped exactly as ordered. The Contractor must apply continual diligence, monitoring and resources to ensure items on orders are delivered on the required delivery date and in compliance with contract terms, conditions, instructions, pricing and specifications.

HOLD HARMLESS. Successful Bidder/Contractor agrees to indemnify, defend, and hold harmless the Name of Bay Area School Nutrition Coop Lead District designee, it's governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Successful Bidder/Contractor's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

PERMITS. Successful Bidder/Contractor shall, unless otherwise provided elsewhere in the contract, at his or her expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

RIGHTS RESERVED.

A. Rejection. The Bay Area School Nutrition Coop Lead District designee reserves the right to reject any or all Bids or any part thereof, or to accept any Bid or any part thereof, or to waive any informality in any Bid, whenever it is deemed to be in the best interest of the Bay Area School Nutrition Coop. The Bay Area School Nutrition Coop Lead District designee also reserves the right to reject the Bid of any bidder who has previously failed to perform adequately for the Bay Area School Nutrition Coop or any other governmental agency.

B. Cover. Should the successful bidder fail to comply with the conditions of this Bid or fail to complete the required work or furnish the required materials within the time stipulated, the Bay Area School Nutrition Coop Lead District designee reserves the right to purchase the materials in open market, or to complete the required work, at the expense of the successful bidder.

C. Severability. If any provision or any portion of any provision, of any contract resulting from this Bid shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

TAXES. Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the Bay Area School Nutrition Coop Lead District designee from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

TERMS OF THE CONTRACT. The terms of the contract shall be limited to the terms herein unless expressly agreed otherwise in writing by the Bay Area School Nutrition Coop Lead District designee.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the Bay Area School Nutrition Coop Lead District designee, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, and acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Bidder's signed bid and Bay Area School Nutrition Coop Lead District designee's written acceptance shall constitute a binding contract.

INDEMNIFICATION:

(a) CONTRACTOR agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release The Bay Area School Nutrition Coop Lead District designee, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including attorney's fees and witness costs that may be asserted by any person or entity, arising

out of or in connection with the tortuous acts or errors or omissions of CONTRACTOR hereunder, whether or not there is concurrent passive or active negligence on the part of Bay Area School Nutrition Coop Lead District designee, but excluding liability due to the sole negligence or willful misconduct of Bay Area School Nutrition Coop Lead District designee. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) CONTRACTOR shall be liable to Bay Area School Nutrition Coop Lead District designee for any loss or damage to Bay Area School Nutrition Coop Lead District designee property arising from or in connection with CONTRACTOR'S performance hereunder.

INSURANCE:

With respect to the performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as described below:

(a) Worker's compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Bay Area School Nutrition Coop Lead District designee".

(b) Commercial or Comprehensive General Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence and \$1,000,000 in the aggregate. Said insurance shall include, but not be limited to: premises and operations liability, independent contractor's liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$500,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each said comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) Bay Area School Nutrition Coop Lead District designee, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to Bay Area School Nutrition Coop Lead District designee with respect to any insurance or self-insurance programs maintained by Bay Area School Nutrition Coop Lead District designee and no insurance held or owned by Bay Area School Nutrition Coop Lead District designee shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written

notice to Bay Area School Nutrition Coop Lead District designee.

(e) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this Agreement is an amount no less than \$500,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Bay Area School Nutrition Coop Lead District designee.

(f) Documentation:

The following documentation shall be submitted upon request to the Bay Area School Nutrition Coop Lead District designee:

(1) Properly executed Certificates of Insurance clearly evidencing all coverage's, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon Bay Area School Nutrition Coop Lead District designee's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of Bay Area School Nutrition Coop Lead District designee's request.

(g) Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement; the same shall be deemed a material breach of contract.

Bay Area School Nutrition Coop Lead District designee, at its sole option, may terminate this Agreement and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, Bay Area School Nutrition Coop Lead District designee may purchase such required insurance coverage, and without further notice to CONTRACTOR, Bay Area School Nutrition Coop Lead District designee may deduct from sums due to CONTRACTOR any premium costs advanced by Bay Area School Nutrition Coop Lead District designee for such insurance. These remedies shall be in addition to any other remedies available to Bay Area School Nutrition Coop.

INDEPENDENT CONTRACTOR: This Contract is by and between Bay Area School Nutrition Coop Lead District designee and contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between Bay Area School Nutrition Coop Lead District designee and contractor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever.

The employees and agents of each party, shall, while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security and requirements.

LAWS GOVERNING CONTRACT: This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Alameda, in State

of California. The parties further stipulate that the County of Alameda, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

OFF CONTRACT PURCHASE :The Bay Area School Nutrition Coop Lead District designee reserves the right to purchase product covered by this Agreement from alternate sources, should during the term of this Contract/Agreement the Bay Area School Nutrition Coop Lead District designee obtains more favorable pricing from those alternate sources.

ORDER DISCREPANCIES: Upon notification by the Bay Area School Nutrition Coop Lead District designee, the Contractor shall correct/resolve any shipping discrepancy no later than forty-eight (48) hours from the time of delivery to the ordering location, at no additional cost to the Bay Area School Nutrition Coop Lead District designee.

ORDER RESTRICTIONS: Orders placed must be delivered by the Contractor in the units of issuance as specified on the pricing pages herein. There shall be no restrictions, by the Contractor, as to minimum or maximum quantities placed.

OWNERSHIP OF RECORDS: All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and other materials produced by the Contractor under this contract shall be the sole and exclusive property of Bay Area School Nutrition Coop Lead District designee. No such materials produced, either in whole or in part, under this Contact shall be subject to private use, copyright or patent right by Contractor in the United States or any other country without the express written consent of Bay Area School Nutrition Coop Lead District designee.

PERFORMANCE NOTIFICATION: In the event Contractor is unable to perform any or its entire obligation under this contract or contractor is able to foresee a potential issue (i.e., system failure) that will impact the quality or quantity of the scope of work, services or level of performance under the contract, the Contractor shall notify the Bay Area School Nutrition Coop Lead District designee within one (1) working day in writing or by telephone of such event.

MANUFACTURER PART NUMBER CHANGES: Written documentation from manufacturer shall be submitted to the Bay Area School Nutrition Coop's Lead District designee when any changes in manufacturer and/or part number occur. Contract item must remain the same. The decision of the Bay Area School Nutrition Coop Lead District designee shall be final.

MATERIAL PRICED INCORRECTLY: As a condition of any award resulting from this Invitation for Bids, Contractor(s) shall discount all transactions as agreed. In the event the Bay Area School Nutrition Coop Lead District designee discovers through its contract monitoring process or formal auditing process, that material was priced incorrectly, Contractor(s) agrees to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

NOMENCLATURES: The terms Successful Bidder, supplier, contractor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the Bay Area School Nutrition Coop Lead District designee enters into a contract as a result of this solicitation.

QUANTITIES: The quantities shown are approximate. The Bay Area School Nutrition Coop Lead District

designee reserves the right to increase or decrease quantities as required. The Bay Area School Nutrition Coop Lead District designee does not guarantee orders in these quantities nor shall the Bay Area School Nutrition Coop Lead District designee be required to limit its orders to these quantities. This is an **indefinite quantity** bid for which there shall be no limit to the number of orders placed, in any quantity, by the Bay Area School Nutrition Coop Lead District designee or any participating public agency for the term of the contract, at the prices resulting from award of a contract.

RETURN OF ITEMS: Item's ordered by the Bay Area School Nutrition Coop Lead District designee, which are subsequently determined, by Bay Area School Nutrition Coop Lead District designee customers, not to be acceptable or wanted, shall be picked up by the Contractor and full credit shall be issued to the ordering location. After proper notification to the Contractor, by the Bay Area School Nutrition Coop Lead District designee ordering location/customer, Contractor shall pick up and fully credit said return items in a timely manner.

The Bay Area School Nutrition Coop Lead District designee reserves the right to refuse all items in excess of the quantities ordered unopened at the time of delivery. Excess quantities delivered to the ordering location shall be picked up by the Contractor within ten (10) business days after notification by the Bay Area School Nutrition Coop Lead District designee ordering location.

SAFETY: All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety. Contractor shall provide Material Safety Data Sheets (MSDS) upon request by the Bay Area School Nutrition Coop Lead District designee.

SAMPLES: For evaluation purposes, samples may be requested from any Bidder. Samples shall be provided at no charge unless Bidder indicates on his bid the exact charge for samples. The Bay Area School Nutrition Coop Lead District designee reserves the right to consume samples for testing purposes. The Bay Area School Nutrition Coop Lead District designee may retain samples until delivery and acceptance of contracted items. Bidder shall remove samples at his expense within (30) days of request by the Bay Area School Nutrition Coop Lead District designee.

SEVERABILITY: if any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

TAXES, FEDERAL EXCISE: The Bay Area School Nutrition Coop Lead District designee is not exempt from Federal Excise Tax.

TESTING: After delivery, random samples may be submitted to a commercial laboratory, or other inspection agency, for testing to determine if they conform to the specifications. In cases where tests indicate the samples do not meet specifications, the cost of the testing shall be borne by the contractor. When tests indicate the materials do not meet specifications, the Alameda Office of Education reserves the right to cancel the award and purchase the goods in the open market at the expense of the contractor.

WARRANTY, SUCCESSFUL BIDDER: Successful Bidder shall fully warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than **one (1) year** from date of the final acceptance by the Bay Area School Nutrition Coop. Time is of the essence of this contract. While under warranty, successful Bidder shall repair or replace inoperable

materials or equipment in a timely manner to minimize the disruption of Bay Area School Nutrition Coop member operations.

BID FORM

Food and Nutrition Services Supply Bid 2013 -2014

Bid No. 157

To: Bay Area School Nutrition Coop Lead
District Designee: New Haven Unified School
District

2831 Faber Street

Union City, CA 94587

From: _____

Name of Bidder

Mailing Address

City, State & Zip

Responding to Request for Bid No. 157 due by 10:00 a.m., May 29, 2013 the Bid Submittal Deadline, the undersigned Bidder agrees to furnish and deliver Food and Nutrition Services Supplies per the specifications. I/We have stated hereon the price(s) at which we will furnish and deliver the specified item(s) and will accept as full payment therefore the amount shown below.

Bidder further agrees; in addition to the terms and conditions specified herein the following terms and conditions that are a part of this bid and any resulting contract:

F.O.B. Point. All shipments shall be made F.O.B. destination for each Bay Area School Nutrition Coop district. Destination indicates that the *seller* is responsible for shipment. The Bay Area School Nutrition Coop will not pay for shipping and handling, nor shall the Bay Area School Nutrition Coop pay for any fuel surcharges that are not indicated herein.

Award. Bid award will be based on the lowest responsible bid price including any transportation charges, as well as any other criteria indicated in these specifications. The Bay Area School Nutrition Coop Lead District designee reserves the right to make this bid award at any time up to one hundred eighty (180) days from the date of the bid opening. The District will be the sole judge of the merits and qualifications of the products and of the ability of the vendor to meet District requirements. The District reserves the right to waive any irregularities or informalities in any price request, and to accept or reject any items thereon.

Taxes. Proposers should not show California Sales Tax on their Proposals. The Bay Area School Nutrition Coop Districts will calculate the California Sales Tax based on local tax rate percentage and pay it to Successful Proposer(s) who are California suppliers or out-of-state suppliers who are registered with State of California and who have the appropriate California Seller's Permit. The Bay Area School Nutrition Coop Districts will pay the State Sales Tax directly to the State of California when the Successful Proposer(s) is not registered with the state to collect it. The Bay Area School Nutrition Coop Districts are exempt from Federal Excise Tax.

The Bay Area School Nutrition Coop districts have a NO SMOKING policy at all sites. Vendors are responsible to make sure no one smokes on School District property.

Vendors are required to comply with the Fingerprinting requirement of Education Code Section 45125.1 with respect to all Contractors' employees who may have contact with Bay Area School Nutrition Coop districts during the course of this contract

Signatures. All information submitted by Bidder, including signatures, must be original. Copies will not be accepted.

BID FORM

Term of Offer. It is understood and agreed that this bid may not be withdrawn for a period of **ninety- (90) days** from the Bid Submittal Deadline, and at no time in case of successful Bidder.

Bidder's Acknowledgement of His Understanding of the Terms and Conditions. Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

Bidder hereby acknowledges receipt of Addenda Number(s) _____, _____, _____, and _____.

Total Bid Amount: _____ **Terms of Payment** _____

Delivery: _____

Representations Made Under Penalty Of Perjury. The representations herein are made under penalty of perjury. We hereby offer to sell the Alameda Office of Education the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

Bidder Name (Person, Firm, Corp.)

Signature of Authorized Representative

Address

Printed Name of Authorized Representative

City, State, Zip Code

Title of Authorized Representative

Telephone Number

Facsimile Number

Non-Collusion Affidavit
To Be Completed, Notarized, and Submitted With Bid

State of CA)
Contra Costa ACOE

Bidder's Name _____, being first duly sworn, deposes and says that he or she is Owner of Contractor Name _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

(Date)

Signed at (Place)

Bidder Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

ATTEST:

By _____
Signature

Printed Name & Title

**BIDDER'S STATEMENT
REGARDING INSURANCE COVERAGE
To Be Submitted With Bid**

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request For Bids No. 1517, to Food and Nutrition Services Supply Bid 2011 - 2012. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Alameda Office of Education as Additional Insured for the work specified.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

Exhibit A

Insurance Requirements

1.INSURANCE AND BONDS

1.1. Insurance

Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the provider, its agents, representatives, or employees.

Coverage Required	Limits per Occurrence	Scope-as Broad
General Liability	\$1,000,000.00	As CG001
Automobile Liability	\$500,000.00	As ISO-CA001
Worker's Comp/Employers Liability	\$1,000,000.00	As req. by CA

**SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE**

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year. (Includes Food Service Management and Food Service Consulting Contracts.)

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 - 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

New Haven Unified School District

01-61242-0000000-01

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Department of General Services
Procurement Division**
707 Third Street, Second Floor, West Sacramento, CA 95605
(916) 375-4400 (800) 559-5529

List Date: February 27, 2013

Entities Prohibited from Contracting with Public Entities in California per the Iranian Contracting Act, 2010

1. Ak Makina
2. Amona
3. Belaz
4. Belneftkhim
5. ChinaOil
6. CNPC (China National Petroleum Corporation)
7. DK Tech Corporation
8. Double Hull Tankers, Inc.
9. Grimley Smith Associates
10. Hyundai Heavy Industries
11. Indian Oil Corporation
12. Kingdream PLC
13. Liquefied Natural Gas Limited
14. Naftiran
15. Oil and Natural Gas Corp (ONGC)
16. Oil India Limited
17. Panyu Chu Kong Steel Pipe Company, Ltd.
18. Petroleos de Venezuela
19. Schwing America Inc.
20. Shandong FIN CNC Machine Co., Ltd.
21. Sinohydro
22. Sinopec Corp
23. SK Energy
24. Snam Rete Gas
25. Sonangol
26. Unipet

If you have any questions regarding this list, please contact:
Office of Policies, Procedures and Legislation
charles.deyoe@dgs.ca.gov

Revision 1:

2013-2014 BASNC Food and Paper Bid Award:

Revisions: Paper

1180: Should be awarded to Danielson no award list on initial award posted.

1230: Should be awarded to Danielson no award list on initial award posted.

Revisions: Food

30050: CEREAL, BOWLPAK- large bowl equals 2GB, all varieties General Mills should be awarded to Danielson. Goldstar should not be awarded line item 30050 due to higher price than Danielson.

Revision 2:

2013-2014 BASNC Food and Paper Bid Award:

Revisions: **Food**

Danielson update and corrections:

Update:

Line # 20215 award product Whole Wheat @ \$20.81

Line # 20220 award product Whole Wheat @ \$ 18.59

Line # 40095 award product La Tapatia @ \$ 11.72

Line # 70085 award product Lings @ \$ 142.12

Line # 70190 award product Armour @ \$2.25#

Line # 70265 award product Big Daddy Rolled Edge @ \$ 56.62

Line # 70266 award product Bid Daddy Rolled Edge @ \$58.43

Line # 70311 award product Tyson @ \$ 51.82

Line # 11006 award product Pangea @ \$ 13.78

Line # 11011 award product Lenders @ \$ 18.88

Line # 11055 award product Fernando's Wrapped @ \$ 49.22

Line # 70120 award product Tyson Chicken Tender Krunchy @ \$51.56/case

Line # 4140 award product Aluminum Tray Pactiv@ \$91.03. Monahan withdrew bid item.

Corrections:

No Award to Danielson: Line# 30375 Bulk Granola

Sysco Update and Corrections:

Update:

Line # 13246 award product Arezzio @ \$ 52.93 (\$2.117/#)

Line # 70267 award product Piazza Cut @ \$61.93

Line # 70268 award product Piazza Cut @ \$ 62.62

BASNC 2013-2014 Membership

Acalanes Union High School District

Alum Rock Union Elementary School District

Antioch Unified School District

Benica

Berryessa Union

Brentwood Union School District

Byron Union School District

Cupertino Union School District

Los Gatos Saratoga High School District

Milpitas

Monterey Peninsula Unified School District

Mt. Diablo Unified School District

New Haven Unified School District

Petaluma City Schools

Oakley Union Elementary School District

Pittsburg Unified School District

San Mateo Foster City

San Ramon Valley Unified School District

Santa Rosa City Schools

Sonoma Valley USD

South San Francisco USD

Tamalpais Unified School District

Vacaville Unified School District

Vallejo City Unified School District

Walnut Creek School District

West Contra Costa Unified School District

West Sonoma County Union HSD

Windsor Unified School District

Wright Elementary School District

Corrections:

No award to Sysco Line # 40180 due to reference brand not meeting product specification

No award to Sysco: Line # 40181 Gripz Kelloggs

No award to Sysco product Kelloggs 2pk Poptart

Hayes update and corrections:

Update:

Line # 30375 awarded product Kellogg's Granola Bulk @ \$ 39.08/case

Line # 40180 award product Giant Goldfish Pepperidge Farms@\$ 37.35/case

Line #40181 award product Gripz Kelloggs @ \$ 27.75/case

Line #12200 awarded product Crunchmania @ \$33.85/case

Vendmart update and corrections:

Update:

Award Product: SunChip Multigrain Garden Salsa	64/1.5oz	\$24.39/case	\$.381/unit
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Corrections:

No Award to Vendmart: Sconza Sour Worms	60/2oz	\$25.27/case	\$0.421/unit
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No Award to Vendmart: Sconza Gummy Bears	60/2oz	\$25.27/case	\$0.421/unit
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GoldStar update and corrections:

Update:

Corrections:

No award Line# 12200 2GB Graham Cracker due to case pack and unit size not meeting product specification

No award Line # 70120 due to price addendum submitted by Goldstar. New price \$55.09

TO: Bay Area School Nutrition Cooperative Membership
FROM: Bay Area School Nutrition Cooperative Core Group
SUBJECT: Cooperative Purchasing Membership

Membership Application

All members are to complete an application to join the Purchasing Cooperative.

School District Mt. Diablo Unified School District

Address 1936 Carlotta Dr., Concord, Ca. 94519

Phone #925-682-8000 ext. 4124 Fax # 925-609-7568 E-mail Fishera@mdusd.org

Director's Name Anna Fisher

Purchaser's Name Deborah Brewer

Member Responsibilities:

1. Members are required to purchase (as close as possible) what they have estimated their usage to be.
2. Members must attend meetings that are deemed mandatory. Currently there is one meeting in the spring to award the items. If a member cannot attend they must designate someone from their school district to attend.
3. Members must meet the required timelines set for placing orders.
4. Members must pay their invoices in a timely manner.
5. Members must be in the following Counties: Sonoma, Napa, Marin, Solano, Contra Costa, San Mateo, Alameda, Santa Clara, Santa Cruz, Monterey

2013-2014 Members must pay a membership fee of \$150 per year. Purchase orders are accepted. Payment due by May 30, 2013.

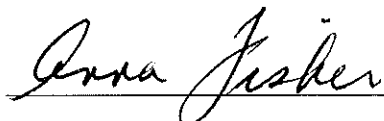
Please make checks payable to:

New Haven Unified School District/Bay Area School Nutrition Cooperative

2831 Faber Street

Union City, CA 94587

PLEASE FAX SIGNED COPY BACK TO 510.475.3996

Signature  Date 4-26-13

PO Number