

VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 22-001**

**NUTRITION SERVICES PRODUCE BID**

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VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 22-001**

**NUTRITION SERVICES PRODUCE BID**

**NOTICE INVITING BIDS  
INSTRUCTIONS FOR BIDDERS**

**NOTICE INVITING BIDS**

School District: Victor Elementary School District

Bid Deadline: **2:00 P.M. of the 30th day of November, 2022**

Place of Bid Receipt: District Administration Building  
Purchasing Department  
12219 2<sup>nd</sup> Ave  
Victorville, CA 92395

Bid Name: **NUTRITION SERVICES PRODUCE BID # 22-001**

NOTICE IS HEREBY GIVEN that the above-named School District of San Bernardino County, California, acting by and through its Governing Board, hereinafter referred to as, "District", will receive up to but no later than the above stated time, sealed bids for the award of a contract(s) for Nutrition Services Produce.

Bids shall be received in the place identified above, and shall be opened and publicly read aloud at the above stated time and place.

Each Bid must conform and be responsive to the contract documents.

The District reserves the right to award the contract less any one or all deduct prices. This bid will be awarded by total price. Bid will remain open and valid until June 30, 2023 and will be renewable for up to 2 additional 1-year terms upon mutual agreement by both parties. District reserves the right to reject any and all bids or to waive irregularities in any bid.

Each bid shall be made out on a form to be obtained at the Office of the Owner, **VICTOR ELEMENTARY SCHOOL DISTRICT**, Victorville, California. Electronic copies of all bid documents are also available for download at [purchasing.vesd.net](http://purchasing.vesd.net). Each bid shall be sealed in a plain envelope with the name of the bidder and the name of the bid marked plainly on the face of the envelope and filed with the said Board of Trustees prior to the **2:00 P.M., November 30, 2022**, deadline and will be opened and publicly read aloud shortly thereafter on that day in the office of the said Board of Trustees.

First Publication	<b>November 2, 2022</b>
Second Publication	<b>November 9, 2022</b>
Opening of Bids	<b>November 30, 2022 @ 2:00 P.M.</b>
District Name	<b>Victor Elementary School District</b>
County Name	<b>San Bernardino</b>
Governing Board	

By



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Ashley Pele

VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 22-001**

**NUTRITION SERVICES PRODUCE BID**

**INFORMATION REQUIRED OF  
BIDDER**

**INSTRUCTIONS TO BIDDER**  
**Nutrition Services Produce Bid**  
**Bid # 22-001**

**1. Preparation of the Bid Form**

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

**2. Form and Delivery of Bids**

The bid shall be made on the Bidding Schedule provided, and the complete bid, together with any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to the Purchasing Department of the District, mailing address: 12219 Second Avenue, Victorville CA 92395, and must be received on or before the time set forth in the Notice Inviting Bids for the bid deadline. The envelope shall be plainly marked with the name of bidder and the name of the bid. It is the bidder's sole responsibility to ensure that its bid is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time set forth in the Notice Inviting Bids for the opening of bids the sealed bids will be opened and read aloud at the DISTRICT's office.

**3. Signature**

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

**4. Modifications**

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

## **5. Erasures, Inconsistent Bids**

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

## **6. Withdrawal of Bids**

Any bid may be withdrawn, either personally, by written request, or by telegraphic request confirmed in the manner specified above for bid modifications, at any time prior to the scheduled closing time for receipt of bids. All requests for bid withdrawal must be accompanied with a power-of-attorney or other proof acceptable to the DISTRICT which authorizes the individual requesting the bid withdrawal to so act on behalf of the bidder. After close of bid, and only for bids awarded by line item, any bidder awarded less than five (5) line items may withdraw entire bid either personally, by written request, or by telegraphic request confirmed in the manner specified above for bid modifications, up to three (3) days after award of bid. District reserves the right to award line items of such withdrawn bids to the next lowest, responsible and responsive bidder.

## **7. Agreements and Bonds**

Proposed Agreement which the successful bidder will be required to execute is included in the contract documents and should be carefully examined by the bidder.

## **8. Interpretation of Plans and Documents**

If any person contemplating submitting a bid for the proposed project is in doubt as to the true meaning of any part of the drawing, specifications or other contract documents, or finds discrepancies in, or omissions from the drawings, specification or documents, he may submit to the District's Purchasing Manager a written request for an interpretation or correction thereof. Requests for clarification or explanation of the Contract submitted to DISTRICT no later than the seventh calendar day preceding the date set for submission of bids. The person submitting the request will be responsible for its delivery. Any interpretation or correction will be made only by addendum duly issued and a copy of such addendum will be delivered to each person receiving a set of the contract documents.

## **9. Bidders Interested in More Than One Bid**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

## **10. Award of Contract**

District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract(s), if made by the District, will be to the lowest responsible bidder therefor from among those bidders responsive to the call for bids. If two identical low bids are received from responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code 20117. District realizes that conditions other than price are important and may award based on individual items bid, or any combination of individual items, or upon a cumulative total of all items bid; whichever method is determined to be in its best interests and can be awarded on an all or nothing basis; may reject any or all bids, any part of a bid, or may waive any informality in a bid.

## **11. Alternates**

If alternate bids are called for, the contract may be awarded at the election of the Governing Board to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates.

## **12. Competency of Bidders**

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

## **13. Forfeiture for Failure to Execute Contract**

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

#### **14. Sales/Use Tax**

The Bidder shall not include California sales/use tax in its Bid Proposal unless the Bid Proposal form calls for "Total Job Costs," in which case the bid shall include all applicable sales and use taxes, permits, and licenses.

#### **15. Delivery Charges**

Bids are sought which are priced F.O.B. destination unless the Contract Documents invite quotations for delivery and freight to be set apart or as separate cost items.

#### **16. Delivery**

Deliveries shall be made to Nutrition Services Warehouse located at 15115 Nisqualli Rd, Victorville, CA 92395

#### **17. Prices**

If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in San Bernardino County for products listed herein.

#### **18. District Requirements**

The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

#### **19. Substitutions for Specified Items**

Whenever in these specifications any equipment or material is indicated or specified by patent or proprietary name or by the name of a manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of the equipment or materials desired and shall be deemed to be followed by the words "or equal". Bidders may propose equipment or materials equal to those specified herein, but must furnish

complete specifications of each item and, if requested to do so, a sample of the item proposed. Such specifications and samples must be furnished no later than three (3) days prior to bid opening at no cost or obligation to the District for the purposes of testing and evaluation. The District will notify bidder not less than one (1) day prior to the bid deadline whether the requested substitution has been approved as an "or equal" to the specified equipment or material. If not consumed or destroyed in such testing, the sample will be returned to the vendor after award of bid is made. If an alternate has been indicated but rejected by the District as not being an "or equal," bidder agrees that by submitting its bid, bidder shall provide the specified equipment or material. Unless an alternate make and model is indicated in the space provided, it is agreed all items proposed are as named in the specifications. Substitution of equipment after the award will not be permitted.

## **20. Piggybacking**

Pricing on this bid shall be extended to other school and community college districts in San Bernardino and Riverside Counties and to any other California school or community college district the vendor agrees to service at these prices per section 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

## **21. Anti-Discrimination**

It is the policy of the District that in connection with all work performed, materials purchased or supplies provided under any contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code section 1410 and Labor Code section 1735. In addition, the vendor agrees to require like compliance by any sub-vendors employed on the work by him.

## **22. Addenda**

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

## **23. Marking of Packages**

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

VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 22-001**

**NUTRITION SERVICES PRODUCE BID**

**BID FORM**

**BID FORM**

TO: Victor Elementary School District, acting by and through its Governing Board, herein called, "DISTRICT."

1. Pursuant to and in compliance with the Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the **Nutrition Services Produce Bid # 22-001** in the DISTRICT, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.
  
2. ADDENDA: The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____

3. BID:

This bid is for the **Nutrition Services Produce Bid # 22-001**. The "low bid price" will be determined and awarded by total price as determined by Bid Form Attachment A.

TOTAL CASH PURCHASE PRICE OF ENTIRE BASE BID IN WORDS

\_\_\_\_\_ DOLLARS.

(\$\_\_\_\_\_).

\*If there is a difference in numeric and written amounts, written amount will prevail.

4. It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process.
5. The required Non-collusion Affidavit is hereto attached.
6. The required Information Required of Bidder is hereto attached.
7. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time

this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Payment Bond, both within five (5) calendar days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

8. Notice of Intent to Award Contract or other correspondence should be addressed to the undersigned at the address stated below.
9. The names of all persons interested in the foregoing proposal as principals are as follows:

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

If the bidder is a joint venture, each member of the joint venture must include the above information.

10. Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.
11. In the event the bidder to whom Notice of Intent to Award Contract is given fails or refuses to post the required Certificate of Insurance and return executed copies of the agreement form and other required documents within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the successful bidder shall be deemed to be in default and the District may award the contract to the next lowest bidder.
12. The bidder is familiar with Government Code Section 12650 et seq., and Penal Code Section 72 and understands that false claims can lead to imprisonment. I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

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Proper Name of Bidder

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Address

By: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Bidder

**NOTE:** *If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above*

VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 22-001**

**NUTRITION SERVICES PRODUCE BID**

**NON-COLLUSION AFFIDAVIT**

**NON-COLLUSION AFFIDAVIT  
(Prime Bidder)**

STATE OF CALIFORNIA

County of \_\_\_\_\_ being first duly sworn, deposes and says that he/she

Is \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Name of Bidder)

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 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 price or any breakdown thereof, or the contents thereof, or divulged information of date relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member of agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

SUBSCRIBED BEFORE ME on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_  
Expiration Date

## INFORMATION REQUIRED OF BIDDER

### General Information

Bidder shall furnish the following information. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to Bidder's firm and any of its officers, directors, shareholders, parties and principals.

1. Firm name and address:

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2. Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Type of firm: (Check one)

Individual \_\_\_ Partnership \_\_\_ Corporation \_\_\_ Joint Venture \_\_\_

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

a. Date of Incorporation: \_\_\_\_\_

b. State of Incorporation: \_\_\_\_\_

c. President's Name: \_\_\_\_\_

d. Vice-president's Name(s): \_\_\_\_\_

\_\_\_\_\_

e. Secretary's Name: \_\_\_\_\_

f. Treasurer's Name: \_\_\_\_\_

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

a. Date of Organization: \_\_\_\_\_

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

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

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

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

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

Name and Title: \_\_\_\_\_  
Date of Inspection: \_\_\_\_\_

10. Has your firm or any of its principals defaulted so as to cause a loss to a surety?

\_\_\_\_\_

If the answer is "Yes", give dates, name and address of surety and details.

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11. Have you been assessed liquidated damages for any project in the past three years? \_\_\_\_\_ If "Yes," explain:

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12. Have you been in litigation on a question relating to your performance on a contract during the past three years? \_\_\_\_\_ If "Yes," explain, and provide case name and number:

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13. Have you ever failed to complete a project in the last three years? \_\_\_\_\_ If so, give name of owner and details:

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

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

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

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

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17. Has your firm ever been found to be "non-responsible" by an awarding agency?  
\_\_\_\_\_ If so, please elaborate.

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18. List Trade References:

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19. List Bank References:

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20. Name of Bonding Company and Name and Address of Agent:

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## List of References

The following information should contain persons or entities familiar with Bidder's work:

1. Name of Agency: \_\_\_\_\_

Agency Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person and Telephone: \_\_\_\_\_

Type of Equipment/Supplies or other Services Provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

2. Name of Agency: \_\_\_\_\_

Agency Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person and Telephone: \_\_\_\_\_

Type of Equipment/Supplies or other Services Provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

3. Name of Agency: \_\_\_\_\_

Agency Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person and Telephone: \_\_\_\_\_

Type of Equipment/Supplies or other Services Provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

## Verification and Execution

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

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 22-001**

**NUTRITION SERVICES PRODUCE BID**

**AGREEMENT FORM**

**AGREEMENT**

THIS AGREEMENT ("Agreement"), is made and entered into by and between the Victor Elementary School District ("DISTRICT") and \_\_\_\_\_ ("VENDOR") as of \_\_\_\_\_, 20\_\_ (the "Effective Date" (as defined in Paragraph 3)).

**WITNESSETH:**

1. **Contract**

The complete contract includes all of the contract documents, including the Notice Inviting Bids, Instructions To Bidders, Bid Form, Non-collusion Affidavit , Information Required of Bidder, Certificate of Workers' Compensation, Certificate of Alcoholic Beverage and Tobacco-Free Policy, Certificate of Drug-Free Workplace, Criminal Records Check Certification, if required, Certificate of Insurance, this Agreement and all modifications and amendments thereto, all of which by this reference are incorporated herein ("Contract Documents"). The Contract Documents are complementary, and what is called for by any one shall be binding as if called for by all.

2. **Services**

a. VENDOR agrees to render the following services in a good workmanlike manner (collectively the "Services") on the dates and times herein stated in accordance with the terms of this Agreement and consistent with DISTRICT's policies and regulations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. VENDOR shall provide and furnish all labor, materials, tools, and instrumentalities required to perform the Services under this Agreement.

c. All of said work to be performed and equipment and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with all provisions of the Contract Documents, and particularly in accordance with the specifications listed in the Instructions to Bidders. VENDOR shall be liable to DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. **Term**

The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_ (the "Effective Date"), and shall continue thereafter until the earlier of

\_\_\_\_\_, 20\_\_ or the date VENDOR has performed all Services required by this Agreement. If the work or delivery of equipment or supplies is not timely completed as required by this paragraph, VENDOR shall be deemed to be in default and DISTRICT may avail itself of any and all legal or equitable remedies. DISTRICT and VENDOR stipulate and agree that the amount of time for completion as specified herein is reasonable.

4. **Compensation**

a. DISTRICT agrees to pay VENDOR, as full compensation for performance of the Services under this Agreement, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) within thirty (30) days from DISTRICT's receipt of an undisputed itemized invoice.

b. If VENDOR is an individual, VENDOR shall mark the box below if VENDOR is a retired member of the California Teachers Retirement System (CalSTRS), and if so, specify the school district VENDOR retired from.

School District retired from: \_\_\_\_\_

5. **Independent Contractor**

VENDOR is, and shall at all times be deemed to be, an independent contractor and not an agent or employee of DISTRICT.

6. **Insurance**

At its sole cost and expense, VENDOR shall obtain and maintain for the entire term of the Agreement the following insurance with coverage limits not less than as specified: (1) Commercial General Liability, including \$1,000,000 bodily injury and property damage liability, \$2,000,000 general aggregate, \$1,000,000 products and completed operations, \$1,000,000 personal/advertising aggregate, \$100,000 damages to rented premises, and \$10,000 medical expenses; (2) Automobile Liability for owned and non-owned vehicles with \$1,000,000 combined single limit, (3) Workers Compensation as required by law, (4) Employer's Liability, including \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease – policy limit, \$1,000,000 bodily injury by disease – each employee; and (5) Excess Liability / Umbrella of \$1,000,000 each occurrence, \$2,000,000 aggregate. VENDOR shall name DISTRICT as additional insured on the Commercial General Liability policy and provide to DISTRICT a certificate of insurance with additional insured endorsement prior to performing any Services.

7. **Indemnification**

VENDOR shall indemnify, save, and hold harmless DISTRICT and its Board, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of action of whatsoever kind, nature, or sort arising out of, or in any manner connected with, the performance by VENDOR of any Services hereunder.

8. **Termination**

DISTRICT may terminate this Agreement, in whole or in part, for any or no reason. Such termination shall be effective on the date DISTRICT provides written notice to VENDOR.

9. **State Audit**

Pursuant to and in accordance with the provisions of California Government Code section 8546.7, or any amendments thereto, all books, records, and files of DISTRICT or VENDOR connected with the performance of the Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under the Agreement. VENDOR shall preserve and cause to be preserved such books, records, and files for the audit period.

10. **Tax Identification Number**

No later than the Effective Date of this Agreement, VENDOR shall furnish to DISTRICT (1) its Federal Tax Identification Number or Social Security Number, whichever is applicable, and (2) a completed and signed W-9 Form.

11. **Criminal Records Check Certification**

If any portion of the work under the Agreement is to be performed at an operating school, VENDOR shall be required to comply with the applicable requirements of Education Code section 45125.2 with respect to fingerprinting of employees who may have contact with DISTRICT's pupils and shall complete the Criminal Records Check Certification form provided by the DISTRICT.

12. **Amendment; Assignment**

This Agreement may only be amended with the mutual written consent of both parties. Neither party may assign its rights or obligations under this Agreement to another party.

13. **Notice**

All notices, requests, demands, and other communications given or required to be given under this Agreement shall be in writing, duly addressed to the parties as follows:

DISTRICT: Victor Elementary School District  
Purchasing Department  
12219 Second Avenue  
Victorville, CA 92395

VENDOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

14. **Required Provisions**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

15. **Governing Law**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Bernardino County.

16. **Entire Agreement**

This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement, exists between the parties.

17. **Authority**

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

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

**DISTRICT**

**VENDOR**

By: \_\_\_\_\_ By: \_\_\_\_\_

Its: \_\_\_\_\_ Its: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

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

VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 22-001**

**NUTRITION SERVICES PRODUCE BID**

**CERTIFICATES AND FORMS**

**Certificate of Worker's Compensation**

**Certificate of Alcoholic Beverage and Tobacco-Free Policy**

**Certificate Regarding Drug-Free Workplace**

**CONTRACTOR'S CERTIFICATE**  
**REGARDING WORKER'S COMPENSATION**

Labor Code Section 3700 provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for 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.

DATE: \_\_\_\_\_

\_\_\_\_\_

Vendor

By \_\_\_\_\_

Signature

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.

**CONTRACTOR'S CERTIFICATE REGARDING  
ALCOHOLIC BEVERAGE and TOBACCO-FREE CAMPUS POLICY**

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

DATE: \_\_\_\_\_

\_\_\_\_\_

Vendor

By \_\_\_\_\_

Signature

**CONTRACTOR'S CERTIFICATE**  
**REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Section 8350 et seq. (the Drug-Free Workplace Act of 1990). The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will, be taken against employees for violations of the prohibition;
  
- b) establishing a drug-free awareness program to inform employees about all of the following:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace.
  - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) the penalties that may be imposed upon employees for drug abuse violations;
  
- c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the, contract or grant, the employee agrees to abide by the terms of the statement.

I agree to fulfill the terms and requirements of Government Code Section 8355. I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq. I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Vendor

By \_\_\_\_\_  
Signature

VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 22-001**

**NUTRITION SERVICES PRODUCE BID**

**CRIMINAL RECORDS CHECK**

**CRIMINAL RECORDS CHECK CERTIFICATION  
(Vendor Fingerprinting Requirements)**

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**VENDOR CERTIFICATION**

With respect to the Agreement dated \_\_\_\_\_, 20\_\_ by and between Victor Elementary School District ("DISTRICT") and \_\_\_\_\_ ("VENDOR") for the provision of services, CONTRACTOR hereby certifies to DISTRICT's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
Contractor's Representative

\_\_\_\_\_  
Date

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**VENDOR EXEMPTION**

Pursuant to Education Code section 45125.1, the Victor Elementary School District ("DISTRICT") has determined that \_\_\_\_\_ ("VENDOR") is exempt from the criminal background check certification requirements for the agreement dated \_\_\_\_\_, 20\_\_, by and between DISTRICT and VENDOR ("Agreement") because:

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

\_\_\_\_\_  
District Official

\_\_\_\_\_  
Date

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VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 22-001**

**NUTRITION SERVICES PRODUCE BID**

**BID FORM – ATTACHMENT A**

**VICTOR ELEMENTARY SCHOOL DISTRICT  
NUTRITION SERVICES PRODUCE BID # 22-001  
BID FORM - ATTACHMENT A**

<b>Description</b>	<b>Brand (or equal)</b>	<b>Estimated Qty Per Year Cases</b>	<b>Pack</b>	<b>Size</b>	<b>Price Per 1 Unit</b>	<b>Vendor Item #</b>	<b>Equivalent Product Description*</b>
Apple Fresh Del Red 138/175	PACKER	900	1	40 LB			
Apple Fresh Sli	PACKER	100	100	2 OZ			
Apple Gldn Del Xfcy Fresh	PACKER	8	1	125 CT			
Apple Granny Smith Fcy 40# Frs	PACKER	335	1	100 CT			
Banana Petite Grn Tip Fresh	PACKER	500	1	150 CT			
Broccoli Florets	IMPFRSH	700	4	3 LB			
Broccoli Fcy Frsh Icels	IMPFRSH	250	4	3 LB			
Cabbage Green Frsh	PACKER	50	1	50 LB			
Cabbage Green Shrd Frsh W/Bag	IMPFRSH	7	4	5 LB			
Cabbage Green Shred W/Bag	IMPFRSH	50	4	5 LB			
Carrot Baby Pld Wh	PACKER	400	100	2 OZ			
Carrot Matchstick Shred 1/8	IMPFRSH	37	2	5 LB			
Carrot Stk Brck Pk	IMPFRSH	2000	2	5 LB			
Cauliflower Cello Wrpd Fresh	PACKER	18	1	12 CT			
Cauliflower Cello Wrpd Frsh	IMPFRSH	117	12	EA			
Celery Fresh	IMPFRSH	50	1	24 CT			

\*DISTRICT MAKES FINEAL DETERMINATION ON "OR EQUAL"

Description	Brand (or equal)	Estimated Qty Per Year Cases	Pack	Size	Price Per 1 Unit	Vendor Item #	Equivalent Product Description*
Celery Stick	PACKER	10	1	20LB			
Cucumber Fresh	PACKER	1400	1	36CT			
Kiwi Fruit Bulk	PACKER	225	1	23 LB			
Kiwi Fruit Fcy Fresh	PACKER	1	1	36 CT			
Lettuce Romaine Chopped Fresh	SYFPNAT	50	6	2 LB			
Lettuce Romaine Fresh W/Liner	SYFPNAT	200	1	24 CT			
Lettuce Sal Mix Red Cab/Rom/Cr	IMPFRSH	1200	4	5 LB			
Lettuce Sal Mix Sep Frsh	IMPFRSH	3	1	5 LB			
Onion Green Icels	IMPFRSH	50	4	2 LB			
Onion Red Fresh Jumbo	IMPFRSH	30	1	25 LB			
Onion Yellow Jumbo Fresh	IMPFRSH	26	1	50 LB			
Orange Fancy Frsh	IMPFRSH	1200	1	138 CT			
Pear Fresh Danjou/Bartlett #1	PACKER	700	1	120 CT			
Pepper Bell Green Chopper	PACKER	75	1	25 LB			
Pepper Bell Red Chopper	PACKER	100	1	25 LB			
Pepper Serrano Fresh	PACKER	50	1	1#			
Potato Baking Idaho 90Ct Frsh	IMPFRSH	50	1	50 LB			
Potato Red Multipurpose Frsh	PACKER	15	1	50 LB			

\*DISTRICT MAKES FINEAL DETERMINATION ON "OR EQUAL"

Description	Brand (or equal)	Estimated Qty Per Year Cases	Pack	Size	Price Per 1 Unit	Vendor Item #	Equivalent Product Description*
Spinach Clipped Fresh	IMPFRSH	167	4	2.5 LB			
Squash Yellow Fcy Fresh	PACKER	15	1	20 LB			
Squash Yellow Straight Neck Md	PACKER	45	1	20 LB			
Squash Zucchini Xfcy Fresh	PACKER	118	1	25#			
Strawberry Fresh	PACKER	100	8	1 LB			
Tomato Roma #2	PACKER	77	1	25 LB			
Tomato Roma Frsh	IMPFRSH	150	1	25 LB			

**TOTAL CASH PURCHASE PRICE OF ENTIRE BASE BID (TO BE ENTERED ON BID FORM)**

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\*DISTRICT MAKES FINEAL DETERMINATION ON "OR EQUAL"