



## **Fresh Fruits and Vegetables Bid 23-24-303**

**BID AND CONTRACT DOCUMENTS**

July 31, 2023

**National School District  
1500 N Avenue  
National City, CA 91950**

## **NOTICE TO VENDORS CALLING FOR BIDS**

**NOTICE IS HEREBY GIVEN** that the National School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but not later than 10:00 AM of the 11th day of August, 2023, sealed bids for the award of a contract for Fresh Fruits and Vegetables, Bid 23-24-303.

Bids shall be received in the Office of the Assistant Superintendent, Business Services of the National School District located at the National School District (NSD) Administration Center, 1500 N Avenue, National City, California and shall be opened and publicly read aloud at the above-stated time and place.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the General Conditions, and all other documents comprising the pertinent Contract Documents, copies of which are now on file and may be obtained after July 31, 2023 at the NSD Administration Center, Child Nutrition Services Department, 1500 N Avenue, National City, CA, (619) 336-7735. All bid documents can be downloaded from the District website at <https://www.nsd.us/Page/188>.

Minority, women, and disabled veteran Vendors are encouraged to submit bids. This bid is not subject to Disabled Veteran Business Enterprise requirements.

The 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 District reserves the right to award the contract in whole or in part to one or more Bidders.

No Bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

Pursuant to Public Contract Code 20111.8, the District intends to award this contract to one of the three lowest responsible and responsive Vendors.

There will be no mandatory pre-bid conference. Questions regarding the bidding process, bid or bid specifications shall be directed to Jon Hansen, Director of Business Support Services at [jhansen@nsd.us](mailto:jhansen@nsd.us) or at (619) 336-7735.

Interested Bidders wishing to be kept informed of issues or general information regarding this Request for Bids (RFB) should send a request to be added to the e-mail list to [jhansen@nsd.us](mailto:jhansen@nsd.us). Please include company name, contact information including name, phone number, and e-mail address and reference this specific RFB.

Dated this 31<sup>st</sup> day of July, 2023

Leighangela Brady, Ed.D.  
Secretary to the Governing Board  
National School District,  
of San Diego County, California

## INFORMATION FOR BIDDERS

### 1. Preparation of Bid Form

The District invites bids on the attached form to be submitted by qualified Vendors to the District at such time and place as is stated in the Notice to Vendors Calling for Bids, not later than **10:00 AM of the 11th day of August 2023**. Bids shall only be prepared using copies of the Bid Forms that are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be received in the Office of Assistant Superintendent, Business Service located at 1500 N Avenue, National City, CA. All blanks in the bid form must be appropriately filled in.

### 2. Faxed and Electronic Mail Bids

All bids must be under sealed cover. District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

### 3. Signing of Bids

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

### 4. Modifications

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

### 5. Erasures/Mutilation of Bid Documents

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

### 6. Addenda

The District reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addendum. All addendums issued by the District shall be included in the bid and made part of the Contract Documents. All addenda will be posted at <https://www.nsd.us/Page/188>. If the District issues an Addendum which includes material changes to the RFB less than 72 hours prior to the deadline for submission of bids, the District will extend the deadline for submission of bids. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective Bidder shall provide District a name, address and e-mail address to which

Addenda may be sent, as well as a telephone number by which the District can contact the Bidder. That information shall be sent to [jhansen@nsd.us](mailto:jhansen@nsd.us). Copies of Addendum will be furnished by email, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information.

Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the Purchasing Department to verify that they received all Addenda issued, if any, prior to the bid opening.

The District will not be responsible for any explanations or interpretations provided in any other manner than written Addendum. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder should rely on any such oral interpretation.

Each Bidder, by making his bid represents that he has read and understands the Contract and Bid Documents and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.

**7. Withdrawal of Bids**

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

**8. Workers' Compensation**

In accordance with the provisions of section 3700 of the Labor Code, the successful Bidder (Vendor) shall secure the payment of compensation to his employees. Vendor shall sign and file with District the following certificate prior to performing the work under this contract:

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

The form of such certificate is included as part of the contract documents.

**9. Immigration Reform and Control Act**

The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees and the Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

**10. Filing of Bid Protests**

Bidders may file a "protest" of a Bid with the District's Director of Business Support Services. In order for a Bidder's protest to be considered for review, the protest must;

- a. Be filed in writing within five (5) calendar days after the bid opening date;
- b. Clearly identify the specific irregularity or accusation;
- c. Clearly identify the specific District staff determination or recommendation being protested;
- d. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- e. Include all relevant, supporting documentation with the protest and time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is properly submitted, the District's Director of Business Support Services, or other designated District staff member shall review the basis of the protest and all relevant information. The Director of Business Support Services will provide a written decision to the protestor. The protestor may then appeal the decision of the Director of Business Support Services to the Assistant Superintendent of Business Services.

**11. Submission of Sealed Bids**

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to the District at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by District as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

(Bidder's Name)  
for the National School District Bid #23-24-303  
Fresh Fruits and Vegetables

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. District reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with District's designated methods for labeling and delivery.

**12. Delivery and Opening of Bids**

Bids will be received by the District at the address shown in the Notice Inviting Bids up to the date and time shown therein. The District will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. The District may in its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

**13. Insurance Requirements**

The successful Bidder shall procure the insurance in the form and in the amount specified in the General Conditions.

**14. Award of Contract**

The District reserves the right to reject any or all bid proposals, to contract work whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or no substantive irregularity as the interest s of the District may require.

The District reserves the right to award any one item by line item or by lots, and in any combination as is deemed to be in the best interest of the District.

The period of this award shall be from September 14, 2023 through June 30, 2024. The District shall have the option to renew the contract on an annual basis up to two (2) additional years providing all bid conditions have been met to the satisfaction of the District.

**15. Rejection of Bids**

The District reserves the right to reject this bid in whole or in part; to waive informalities in the bids or bidding, and that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this bid.

**16. Previous Performance**

Bidders are advised that the District reserves the right to reject a bid from a Vendor that cannot demonstrate the ability to provide the necessary products and services required under this agreement.

Service is a factor in the award of this bid. A Bidder's recent delivery and performance under any previous or existing contracts will be examined. Poor performance may be cause for disqualifying a Bidder for any section or item in this quotation.

**17. Taxes**

Unless otherwise specified, taxes shall not be included in the bid process. The District will compute the state sales and use taxes. Federal excise taxes are not applicable to school Districts.

**18. Prices**

Bidders must quote prices F.O.B the District, unless otherwise noted. Prices should be stated in the units specified and Bidders should quote each item separately. The District will not pay shipping, handling or fuel surcharges.

**19. Container and Delivery Costs**

All costs for containers shall be borne by the Bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to point of delivery. It is understood that the Bidder agrees to deliver with all transportation charges prepaid. All costs for delivery, drayage, or freight, or for the packing of said articles, are to be borne by the Bidder unless otherwise stated. All containers, drums, carboys, etc., to be returned must be shipped on a no-charge or consignment basis.

**20. Quantities**

The quantities shown are approximate. The actual quantities required may be substantially more or less than indicated herein. Bids that require minimum purchases will not be accepted.

**21. Acceptable Alternate Items**

The use of the name of a manufacturer, or any special brand or make, in describing any item in the Bid is listed only as an indication of the standards of quality and utility to that cited and does not restrict Bidders to that manufacturer or specific article. An equal of the named product will always be given due consideration unless noted as "No Substitutions". Commodity and/or Fee for Service Items must be quoted as specified unless commodity processor has changed specifications.

**22. Inspection of Facilities**

The National School District reserves the right to inspect the facilities of the Bidder prior to award of the bid. If the representative(s) of the District determine that after such inspection that the Bidder is not capable of performance satisfactory to the District, his quotation will not be considered.

**23. Bid Bond**

Unless otherwise specified, bids must be accompanied by a certified cashier's check or Bidder's bond for \$2,000. The cashier's check or bid bond shall be made payable to the order of the National School District. The bond shall be secured by a surety company satisfactory to District. The cashier's check or bond shall be given as a guarantee that Bidder will perform in accordance with the Agreement if awarded the work. If the Bidder fails or refuses to timely submit all required documents or otherwise fails or refuses to perform under the Agreement, the District reserves the right to declare the bid bond forfeited and to pursue all other remedies in law or equity relating to such failure to perform. Failure to provide bid security, or bid security in the proper amount, may result in rejection of this bid.

**24. Geographic Preference**

Although geographic preference is allowed in bids for unprocessed produce (SP-08-2010), the District does not require this to be considered for purposes of price quotes on the Bid Form. The District has a Farm to School program, and therefore does occasionally purchase from local growers. Bidder must agree purchase from local growers when requested by the District. Bidder will supply a fixed margin for all such produce purchased from local growers by request of District:

Fixed Margin (whole fruit or vegetable): \_\_\_\_\_%

Fixed Margin (washing, peeling, slicing, chopping): \_\_\_\_\_%

## GENERAL CONDITIONS

### 1. Packaging

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged cases may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for product or freight.

### 2. Specifications

All fresh produce must be of the highest grade available for that type of vegetable or fruit. All materials furnished must be in conformity with the specifications and will be subject to inspections and approval of the Director of Business Support Services or assigned District staff member after delivery. The right is reserved to reject and return at the risk and expense of the Vendor such portion of any shipment, which may be defective or fail to comply with specifications, without invalidating the remainder of the order. If rejected, it will be held for disposition at the expense and risk of the Vendor.

### 3. Inferior Product

The Vendor agrees to permit inspection of the products by a representative of the District's Child Nutrition Services Department with the right of rejection of inferior product. The District's tolerance level of defective product is 0%.

### 4. Nutrition Information

Detailed and accurate nutritional information is necessary for some items to be used in the District's Child Nutrition Services program. The Vendor, therefore, may be required to furnish nutritional information on processed or manufactured food items.

### 5. Shortages and Substitutions

In the event Vendor is unable to deliver an item as specified in this contract, telephonic notification of shortage must be made at least 24 hours prior to scheduled delivery to the District's Child Nutrition Services Offices (619-336-7733). An equal or better substitute product must immediately be made available to the District for approval and subsequent distribution to the cafeterias, at no additional cost to the District for product, freight, or redelivery to District sites. Substitutions in quality or quantity must receive prior approval from the District's Child Nutrition Services Office in order to qualify for payment. If substitution is unavoidable due to market conditions, Vendor must provide equivalent item for District approval at no additional cost to the District for product, freight, or redelivery to District sites.

### 6. Delivery Requirements

The Vendor agrees to furnish and deliver within the time specified by the District, upon request of the Director of Business Support Services of said District, the items which may be awarded to the Vendor, in such amounts and quantities as the District may prescribe.

If during the period of the contract it is necessary that the District place toll or long-distance telephone calls in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the Vendor will bear the charge or expenses for all such calls.

The Vendor will be required to make direct deliveries to all District cafeterias between 6:00 – 9:30 a.m. at least two times weekly. Actual times will be arranged with Vendor after award of bid as several school sites have opening times between 6:30 – 6:45 a.m. District cafeteria locations are listed in Appendix A. The District reserves the right to make additions to, or deletions from, the list of cafeterias to be served at any time during the period of the contract, and revise delivery times as required.

Vendor's employees shall use extreme caution while driving motor vehicles on school property.

Smoking is not permitted on District property at any time.

Vendor personnel are not permitted to interact with students at any time.

**7. Credit Memos**

The Vendor's delivery driver shall provide a separate credit memo at the time of delivery for all merchandise short on delivery, damaged, or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the District's Child Nutrition Services Department, 1500 N Avenue, National City, CA 91950

**8. Invoicing and Billing Periods**

The billing period shall begin on the first day of each month and shall end on the last day of each month.

Invoices are to indicate brand or product number and case weight or count in order to qualify for payment. Invoices shall be prepared so that one copy, priced and extended, shall be left at time of delivery; Vendor shall hold another copy, priced and extended, until the end of the billing period, attached to the corresponding statements and forwarded to Child Nutrition Services Department, 1500 N Avenue, National City, CA 91950.

**9. Additional Items**

During the term of the agreement, as the need for other products arises or new products are developed, the District reserves the right to add these other available items to this agreement, at a price to be negotiated between the District and Vendor, and which shall be subject to the terms and conditions of this agreement.

**10. Purchase Out of Contract**

The District reserves the right to purchase similar items from other sources.

**11. Insurance**

The Vendor shall procure and maintain:

Commercial General Liability Insurance: Including Bodily Injury and Property Damage Liability, Independent Vendors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$1,000,000 annual aggregate. Any general liability policy provided by Vendor hereunder shall contain an endorsement which applies its coverage to District, members or District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, individually and collectively, as additional insurers.

Workers Compensation: required for all Vendors including employers' liability insurance in an amount not less than \$100,000 per accident, \$500,000 annual aggregate.

Automobile Liability: In an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.

The Vendor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Vendor.

**12. Buy American**

As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). (210.21(d) is the Buy American Provision).

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).



**13. Lowest Price**

Bidder agrees to give the National School District the priced quoted on the Bid Form, or if less, the lowest price given the other school Districts in San Diego County serviced by the Bidder through the period covered by the quotation.

**14. Food Security and Safety**

Vendor will adhere to all applicable health regulations at all times. At the time of bid opening and throughout the term of the contract food Vendors and suppliers must be approved and licensed by the appropriate governmental and administrative authorities, which regulate the production, transport and public health standards of the food product.

Vendor shall have a Hazardous Analysis and Critical Control Points (HACCP) plan. Vendor shall ensure potentially hazardous foods are prepared, stored, shipped, and delivered at proper food temperatures to ensure safety. Potentially hazardous foods include, but are not limited to cantaloupe, honeydew melon, and watermelon.

Vendor shall make available to the District, as requested, copies of health permits and inspection reports for Vendor facilities and all processors providing product delivered to the District. Vendor shall have a food safety and security plan in place.

**END OF GENERAL CONDITIONS**

## BID PROPOSAL FORM

National Elementary School District  
Child Nutrition Services  
1500 'N' Avenue  
National City, CA 919510

RE: Bid Proposal for Fresh Fruits and Vegetables 22-23-302

TO: Members of the Governing Board

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Bidders, Information for Bidders, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the bid package for the above-referenced bid, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said bid package. The entire bid package is submitted, together with this Bid Proposal Form

Name of Company \_\_\_\_\_

Legal Status \_\_\_\_\_  
(i.e., Sole Proprietorship, Partnership, Corporation)

Tax I.D. Number \_\_\_\_\_  
(Sole Proprietorship only)

Address \_\_\_\_\_

Authorized  
Representative: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Title

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

## CERTIFICATION

### LABOR CODE – SECTION 1861

I, the undersigned Vendor, am aware for the provisions of the Section 3700 et seq. of the California 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 the Code. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

#### VENDOR:

Name of Vendor: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## NATIONAL SCHOOL DISTRICT RENEWAL CLAUSE

If mutually agreeable, the District reserves the right to consider the extension of this contract for a one or two year period. Time of such extension is to begin the day after the end of the initial terms of this contract and will end a full one or two calendar years thereafter.

In addition, the District reserves the right to further extend this contract to the full extent allowed by law. Factors that would influence the District in exercising this option would be satisfactory service being rendered by the holder of the contract and any increase in price caused by such extension to be a nominal amount and not excessive as measured by local market conditions.

In the award of this bid renewal, the District will consider the amount of the price increase, if exercised, shall be fully justified by Bidder and proved by a test of the market and/or submission of documents.

Bidder to indicate in space provided if it would accept option to renew for the following periods:

**FIRST OPTION** – July 1, 2024 through June 30, 2025

       Yes             No

Bidder to indicate in space opposite the MAXIMUM PERCENT that any price would increase if the contract were to be extended.

       % increase

**SECOND OPTION** – July 1, 2025 through June 30, 2026

       Yes             No

Bidder to indicate in space opposite the MAXIMUM PERCENT that any price would increase if the contract were to be extended.

       % increase

## **NON-COLLUSION AFFIDAVIT**

In accordance with Public Contract Code Section 7106, the undersigned, being first duly sworn, deposes and says that he or she holds the position listed below with the 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 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Bidder

Subscribed and sworn before me

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public in and for  
the State of California

(Seal)

My Commission Expires: \_\_\_\_\_

### BUY AMERICAN CERTIFICATION

By the requirements of the Richard B. Russell National School Lunch Acts' (NSLA) Buy American provision that school food authorities (SFA) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable.

Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United States substantially (greater than 51%) using agricultural commodities that are produced in the United States.

There is two situations which may warrant a waiver to permit purchases of foreign food products include: 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

If vendor offers a non-American product, Vendor must list the product below. Product is subject to review by District. If District declines a waiver, product will be awarded to lowest priced item meeting award criteria. District's decision on approval of foreign substitutions will be final.

Product Description	Country of Origin	Domestic Price	Non-American Price	Reason for Waiver

Attach additional sheets if necessary

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the National School District, San Diego County, California, hereinafter called the District, and \_\_\_\_\_ hereinafter called the Vendor.

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

### 1. THE CONTRACT DOCUMENTS

The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, The Accepted Bid, the General Specifications, the Plans, if any, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Vendor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents or the Contract.

### 2. THE MATERIALS AND SUPPLIES

The Vendor agrees to furnish the item or items of the stated bid listed herein and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications, and other contract documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective District. It is understood by the Vendor that all items or service will be promptly delivered to the District.

(List of Items awarded is attached as Page \_\_\_\_\_ of the Agreement.)

### 3. TERMINATION FOR BREACH

If the said Vendor falls or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Vendor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

### 4. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

The District may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

### 5. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES

Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a. By an acceptable lump-sum proposal from the Vendor.
- b. By unit prices agreed upon by the District and the Vendor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

**6. HOLD HARMLESS**

The Vendor agrees to save harmless, defend, and to indemnify the Owner from every claim of demand, which may be made by reason of:

- a) Any injury to person or property sustained by the Vendor or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with its work, however caused; and
- b) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Vendor or any person, firm, or corporation directly, or indirectly employed by his upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work, the Vendor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

**7. THE DISTRICT'S INSPECTOR**

All items shall be subject to the inspection of the ordering District. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this contract. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the ordering District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall forthwith remedy such defect in a manner satisfactory to the District.

**8. REMOVAL OF REJECTED ITEMS**

All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Vendor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

**9. DELAY DUE TO UNFORESEEN OBSTACLES**

The parties to this Contract shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

**10. ASSIGNMENT OF CONTRACT**

The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

**11. ATTORNEYS' FEES**

If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Vendor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.

**12. VENDOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT**

While engaged in carrying out and complying with the terms and conditions of this Contract, the Vendor is an independent Vendor, and is not an officer, employee or agent of the District.



**15. PERMITS AND LICENSES REQUIRED OF THE VENDOR**

The Vendor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

**16. CONDITIONAL BID**

The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

**17. CONTRACT EXTENSION**

The Governing Board reserves the right to award this contract for one and/or two additional years, provided all original conditions have been met to the satisfaction of the District.

**18. COMPONENT PARTS OF THE CONTRACT.**

The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract of the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice Calling for Bids  
Information for Bidders  
Bid Form, as accepted  
Noncollusion Affidavit  
Renewal Clause  
Bid Proposal Form  
Instructions for Bid Form

Agreement  
Bid Bond  
Vendor's Certificate Regarding Workers' Compensation  
General Conditions  
Appendix A  
Addenda Numbers \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as issued

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Vendor has caused this instrument to be duly subscribed and executed, all on the date first herein before set forth.

**VENDOR:**

**DISTRICT:** National School District

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Authorized Signatory

\_\_\_\_\_  
Printed Name of Authorized Signatory

Its \_\_\_\_\_

Governing Board Date \_\_\_\_\_

(Corporate Seal)

## Instructions for Bid Form

Quote on each item separately. Prices must be stated in units specified hereon. Each item must be considered separately and not in combination with other items (unless otherwise specified on bid form by the District). Bidder shall state brand name and description, if needed, on each item quoted. In case of error, unit prices will govern and extensions will be corrected.

If Bidder fails to indicate brand or trade number in the column provided, the District may select for award any make, model or brand set forth in the bid specifications or may disqualify quotation on the particular item or items. Brand name specified is non-restrictive and intended only to clarify the item needed.

In all cases, whenever practicable, prices quoted should be net including all trade discounts. Cash discounts when given will be figured from date of receipt of invoices, provided completed delivery of the order has been made. If tests are necessary, cash discounts will be figured from date of acceptance of test report by the Director of Business Support Services.

Bidder shall offer one fixed unit price for each item offered. More than one unit price inserted for any one item may result in the rejection of the bid unless alternate bids are specifically requested.

Bidder agrees to give the National School District the priced quoted on this form, or if less, the lowest price given the other school Districts in San Diego County serviced by the Bidder through the period covered by the quotation.

**National School District  
Bid Form**  
Fresh Fruit and Vegetables 22-23-302

**THIS IS NOT AN ORDER. QUANTITIES ARE FOR BIDDING PURPOSES ONLY.  
DISTRICT IS NOT OBLIGATED TO BUY ANY LISTED ITEM IN THE QUANTITIES INDICATED.**

Note: All items called for under this invitation for bids must conform to the requirements and specifications set forth on the Bid Sheet. The following indicate the specifications of the Fresh Fruits & Vegetables items, which are acceptable to the District. No alterations of the specifications on this sheet are permitted without District-issued addenda. All entries must be type written or written in clearly legible ink. **Quantities listed here are estimates and not a guarantee of purchase by the District. Actual quantities purchased may be less or more than listed on this Bid Form.**

Item No	Unit Pack	Description	Brand or Trade #	Estimated Quantity	Unit Price	Extended Price
1.	Case	Kiwi, 36 count		300 Cases		
2.	40#	Apples Gala Red #138		700 Cases		
3.	Pint	Tomatoes, Sliced, 3# Tray		300 Tray		
4.	40#	Apples Granny Smith Green #138		300 Cases		
5.	40#	Apples Red Delicious #138		400 Cases		
6.	40#	Bananas Petite 150 count		1400 Cases		
7.	Case	Pears, 135 count		200 Cases		
8.	21#	Grapes Red Lunch Bunch		200 Cases		
9.	40#	Oranges #138		600 Cases		
10.	Pound	Cantaloupe Chunks by pound		900 Lbs.		
11.	Pound	Pineapple Chunks by pound		900 Lbs.		
12.	Pound	Watermelon Chunks by pound		900 Lbs.		
13.	Case	Carrot Baby Packets 200/1.6 oz.		180 Cases		
14.	5#	Carrot Baby Peeled		1100 Bags		
15.	Case	Strawberries 8 pints per case		300 Cases		
16.	5#	Celery Sticks		200 Bags		
17.	5#	Jicama Sticks		400 Bags		
18.	5#	Tossed Salad		2000 Bags		
19.	5#	Sliced Cucumbers		900 Bags/Trays		
20.	3#	Broccoli Florets		400 Bags		
21.	Bag	Spinach Clean 2.5 lbs		70 Bags		
22.	Case	Lemons, #140		50 Cases		
23.	Pound	Honeydew Chunks		400 Lbs.		
24.	5#	Iceberg Lettuce, shredded		50 bags		
25.	Case	Peaches 70 count		20 cases		
					<b>Total Base Bid (add rows 1-25)</b>	

## **Appendix A**

# **NATIONAL SCHOOL DISTRICT**

## **District Office**

**1500 N Avenue  
National City, CA 91950**

### **CENTRAL SCHOOL**

933 'E' Avenue.  
National City, CA 91950

### **EL TOYON SCHOOL**

2000 E. Division Street  
National City, CA 91950

### **IRA HARBISON SCHOOL**

3235 E. 8<sup>th</sup> Street  
National City, CA 91950

### **KIMBALL SCHOOL**

302 W. 18<sup>th</sup> Street  
National City, CA 91950

### **LAS PALMAS SCHOOL**

1900 E. 18<sup>th</sup> Street  
National City, CA 91950

### **LINCOLN ACRES SCHOOL**

2200 Lanoitan Avenue  
National City, CA 91950

### **OLIVEWOOD SCHOOL**

2505 'F' Avenue  
National City, CA 91950

### **JOHN OTIS SCHOOL**

621 E. 18<sup>th</sup> Street  
National City, CA 91950

### **PALMER WAY SCHOOL**

2900 Palmer Street  
National City, CA 91950

### **RANCHO DE LA NACIÓN**

1830 E. Division Street  
National City, CA 91950