



INVITATION TO BID

BID NO.

FS399-2223/IFB

**Long Beach Unified School District (LBUSD)
Nutrition Services Branch
3333 E. Airport Way, Long Beach, California 90806**

Date Issued: April 26, 2022

Closing Date May 24, 2022

Closing Time: 10:00 a.m.

Advertisement Date: April 26, 2022

All bid inquires must be submitted in writing via email to nsbpurchasing@lbschools.net no later than May 13, 2022. Questions and Answers will be made public on the LBUSD Nutrition Services Branch website under "Vendor Bids", bid number FS399-2223/IFB addendum, no later than end of business day May 17, 2022.

Sealed bids will be received in the office of the Nutrition Services Director, Long Beach Unified School District (LBUSD), 3333 E. Airport Way, Long Beach, California 90806, **until 10:00 a.m.** on the "Closing Date" written above, at which time they will be publicly opened and declared for furnishing:

PURCHASE OF FOODSTUFFS (COMMODITY PROCESSED)
(July 1, 2022 through June 30, 2023)

PLEASE USE ENCLOSED ENVELOPE WHEN RETURNING BID

BIDDER'S SURETY IS:

- NOT REQUIRED FOR THIS BID.
- REQUIRED in the amount of _____
and shall be enclosed with the Bid Proposal.

QUALIFICATIONS: To qualify for consideration, each Bid must be:

1. Returned complete and intact on standard bid forms, using the standard envelopes provided for this purpose.
2. Physically received no later than the hour and closing date prescribed above.
3. Signed manually by an authorized bidder or company representative. (ORIGINAL ONLY)
4. Returned with signature all documents listed on page 2 of Bid Document Check List.

INVALIDATION: Failure to comply with the above requirements shall constitute grounds for invalidating the bid, which may be rejected and declared void by LBUSD.

PROPOSAL

TO THE BOARD OF EDUCATION OF THE LONG BEACH UNIFIED SCHOOL DISTRICT

Honorable Members:

In compliance with the invitation to bid, the undersigned, acting for the firm named, hereby proposes and agrees, if this bid be accepted, to furnish the items and/or services at the prices quoted opposite each item, within the times indicated, and in accordance with the instructions, general conditions, and specifications set forth in these bid documents.

--- Please read these instructions, the general conditions* and the specifications carefully before submitting your bid. --- Quote Net Delivered prices only. --- Do not include State Sales tax. Show Federal tax, if any, separately. --- For further information, call (562) 427-7923 x274 and ask for <u>Elizabeth Cortez</u> Purchasing Agent or e-mail: <u>NSBPurchasing@lbschools.net</u>	FIRM NAME _____ By _____ Print or Type Name MANUAL SIGNATURE Address _____ Number Street Address _____ City State ZIP Phone _____ FAX _____ Dated _____ E-mail: _____ FEDERAL TAX ID #: _____ DUNS #: _____
---	--

*General Conditions (over)

Invitation For Bid – Document Check List

Please check your IFB Packet to ensure that you have complied with the following requirements:

- IFB signed manually by an authorized bidder or company representative, Page 1
- IFB Bid Form quotation submissions must be completed in Type or Ink only. IFB bid schedule quotations completed in pencil will be rejected, Page 55-56
- IFB Minimum Orders must be completed in Type or Ink only. IFB Minimum Orders completed in pencil will be rejected, Page 57-58
- Debarment & Lobbying Certification Forms, Page 30, 33 & 34
- Drug Free Workplace Certification, Page 36
- Iran Contracting Act Certification, Page 37
- Tobacco Free Workplace Certification, Page 38

When applicable, provide the items(s) listed below with your bid.

- Buy American Provision Exception Request, Exhibit A
- China Prohibition Certification, Exhibit B

GENERAL CONDITIONS OF THE BID

1. The detailed requirements of the specifications shall supersede any conflicting provisions of these General Provisions.
2. Hereinafter, the word "District" means the Board of Education or its authorized representative.
3. **PROMPT PAYMENT TERMS** will not influence the award of Bid Orders (except in case of ties).
4. a. **BIDDER'S SURETY:** when required by the invitation to bid, shall be in the form of a good and sufficient bid bond, or cashier's check, drawn on a solvent bank in favor of the Long Beach Unified School District, or cash deposit. If the bidder fails, within ten (10) days after notice of award of contract, to enter into or execute a contract, file a performance bond, or otherwise neglect to comply with the provisions of this bid, the District may retain the bidder's surety as liquidated damages to reimburse the District for expenses in the amount equal to the additional burden and expense, if any, arising from said failure.
b. **FAITHFUL PERFORMANCE BOND:** The successful bidder, hereinafter called "contractor," shall furnish, when required to do so by the provisions of the bid, a good and sufficient bond in a sum as stated in the invitation to bid, as a guarantee that the contractor shall faithfully perform in accordance with all terms and conditions of the contract.
5. **BID PREPARATION AND SUBMISSION:**
 - a. Bids received later than the time and date specified in the Invitation to Bid will not be considered.
 - b. All prices and other notations must be typewritten or written in ink. Changes or corrections must be initialed by the person signing the bid.
 - c. Bidders must bid separately upon each item, showing unit price and extension. In case of error in computation, the unit price shall prevail.
 - d. Bidder shall quote lowest net price, best delivery date, maximum discount terms for prompt payment and make and model of the item offered.
 - e. **BRAND NAMES:** Where brand names and models of their "equal" are identified, such reference is not intended to be restrictive but is for the sole purpose of indicating to prospective bidders a description of the articles required. Bids on alternate or substitute items will be considered, provided the bid clearly describes the substitutes offered, and they are equal to the specified item in quality, utility and performance. A sample thereof shall be submitted only when requested to do so. The sample shall be furnished free of cost to the District. It is understood and agreed that the bidder is bidding upon the identical item specified, unless he states specifically in the space provided, the brand or model he offers as the equal of the one specified.
 - f. On items to be awarded as a "LOT", all bidders are required to bid on each item listed in the lot. The District reserves the right, however, to accept or reject one or more items in the Lot and to accept partial bids.
 - g. **WITHDRAWAL OR CHANGE OF BID:** Bids may be withdrawn only by letter or in person prior to the stated closing time. No change or corrections or withdrawal of bids will be permitted thereafter without written authorization by the District.
 - h. **TRADE-INS & ALTERNATE BID:** The District may offer to purchase certain items conditioned on the agreement of the bidder to purchase designated equipment and remove same from the District Warehouse and stating in the bid the amount that may be deducted from the bid price for furnishing the new material, as provided in Paragraphs 39523 and 81454 of the Education Code. Condition of the equipment to be turned in to be "as is". Equipment may be inspected if desired. Bidder may either offer an exchange allowance or an alternate quotation on the same item without trade-in.
 - i. Unless otherwise stated, bid specifications call for equipment and supplies that are new and unused, or current manufacture.
6. **AWARDS & RESERVATIONS:**
 - a. The District reserves the right to:
 - 1) Reject any and all bids or any part of any bid.
 - 2) Accept any part of the bids at prices quoted, to the best advantage of the District, unless bidder positively limits his bid to "all or none".
 - 3) Waive any informality or irregularity in any bid.
 - b. Bids are subject to acceptance within sixty (60) days of closing date, and bids shall remain irrevocably in effect for 60 days after bid closing date.
 - c. A written purchase order mailed, or otherwise furnished, to the contractor results in a binding contract without further action by either party.
7. **DELIVERY/F.O.B.:** All articles, unless otherwise specified, must be delivered, ready for use, F.O.B. Long Beach Unified School District Nutrition Services Warehouse, 3333 Airport Way, in quantities and within the time specified by the purchase order. No equipment shall be accepted knocked-down; all equipment shall be assembled prior to (or within three days after) delivery; and no charges for the transportation, handling, containers, packing, etc., will be allowed unless otherwise specified in the quotation. All articles shall be subject to inspection and acceptance or rejection by the District.
8. **DEFAULT BY CONTRACTOR:** The District shall hold the contractor responsible for any damage which may be sustained because of the failure or neglect of the contractor to comply with any term or condition listed herein or in the purchase order, it being specifically provided and agreed that time shall be the essence of the contract delivery requirements.
If the contractor fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and places herein stated or otherwise fails or neglects to comply with the specifications and other terms of the contract, the District may, upon written notice to the contractor, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without notice to the contractor. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the contractor and the surety on the performance bond, if any.
9. **ASSIGNMENT:** No contract awarded under this proposal shall be assigned except with the District's written approval.
10. **SAFETY AND LEGAL REQUIREMENTS:**
 - a. All materials, equipment or supplies referred to in the bid shall be in full compliance with the safety orders and regulations of the Division of Industrial Safety of the State of California, the minimum standards of O.S.H.A. and all other laws and ordinances applicable thereto.
 - b. All electrical, radio and electronic equipment, materials, supplies and accessories called for in the specifications must bear the seal of approval of the Underwriters Lab., Inc., and/or the Electrical Testing Laboratories of the City of Los Angeles. Where seals of approval are not visibly identifiable, a signed statement of such approval shall be furnished to the District, if so requested.
 - c. Motor-driven or shock-hazard machinery and appliances must have a 3-wire cord (grounded) and 3-prong plug. If the item is "double insulated" and so certified by U.L., grounding is not necessary.
11. **PAYMENT:**
 - a. Payment will be made only to the firm name written on the quotation and will not be made on partial shipments unless authorized in writing by the Nutrition Services Director.
 - b. All cash discount (prompt payment terms) shall be taken and computed from the date of acceptance of material or the date of receipt of the invoice, whichever is later.
12. **WARRANTY:** Period shall begin on the date that the article is placed in service by the user. Each bidder shall state in writing the warranty on parts, labor and travel costs, when applicable.
13. **PERMITS AND LICENSES:** The contractor and all of his 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 herein listed.
14. **CONTRACT DOCUMENTS:** The complete purchase agreement includes but not limited to the following documents: The advertisement for bids (when required), the bid and purchase order conditions, the specifications and drawings, the bid of the supplier and its acceptance by the District, the purchase order, performance guarantee, and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
15. **FORCE MAJEURE CLAUSE:** The parties to the contract may be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, pandemic, 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 the non-performance is not due to the fault or neglect of the party not performing.

16. COLLUSION STATEMENT:

The above signed hereby certifies that this bid is genuine and not sham or collusive or made in the interest or behalf of any person not herein named, and that the above signed has not directly or indirectly induced or solicited any other Bidder to put in sham bid or any other person, firm, or corporation to refrain from bidding, and the above signed has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

17. ASSIGNMENT BY BIDDER:

Assignment by Bidder to purchasing body rights under federal law arising from purchase pursuant to bid:

In submitting a bid to public purchasing body, the Bidder offers and agrees that if the bid is accepted it will assign to the purchasing body 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. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700) or part of Division 7 of the Business Professions Code arising from purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

The preceding provisions of this section shall be included in full in any specification for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

18. COPIES OF BID:

Due to the cost of materials and distribution, the Long Beach Unified School District, Nutrition Services Branch, hereinafter referred to as the "District", in most cases, is mailing one original bid from which is to be completed and returned as your proposal. **PLEASE RETURN THE ORIGINAL BID.** NO COPIES PLEASE.

19. AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER:

The Long Beach Unified School District is an Affirmative Action/Equal Employment Opportunity Employer, and in accordance with applicable state and federal law does not discriminate in any employment practice on the basis of age (40 and over), ancestry, color, marital status, medical condition, national origin, political or union affiliation, physical or mental disability, race, religion, sexual orientation, or sex. This policy of affording equal employment opportunities to all persons is in keeping with provisions of

Title VII and Title IX amendments of the United State Code which protect persons against discrimination.

20. FAIR EMPLOYMENT PRACTICES:

In the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, condition of disability, national origin or other prohibited reason. Such action shall include, but not limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Fair Employment Practices Section.

The Contractor will permit access to their records of employment, employment advertisements, application forms, and other pertinent information and records by the Affirmative Action/Title IX Programs Section for the purposes of investigation to ascertain compliance with the Fair Employment Practices Section of the Contract.

21. PREPARATION OF BID:

Before submitting a bid, the Bidder shall thoroughly familiarize themselves with all Terms and Conditions of the Contract Bid Form, and any addenda issued before the Bid Closing. Such addenda shall form a part of the Bid and shall be made a part of the Contract Documents. It shall be the Bidder's responsibility to ascertain that their bid includes all addenda issued prior to the Bid Closing. Bidder should review carefully, information provided, to ensure that they are thoroughly familiar with all the requirements, conditions and cost implications that will exist if a contract is awarded to them.

The Bidder must satisfy themselves by personal examination and by such other means as they may prefer as to the actual conditions and requirements under which the service must be performed. If under inspection and examination by the Bidder there are any existing conditions or requirements of the service which are not completely understood by the Bidder, they shall contact the Nutrition Services Branch at the telephone number and/or email address listed on the cover page for such information that the District representative may have.

Bidders are expected to examine the specifications and all instructions of the bid. Failure to do so will be at the Bidder's risk. Each Bidder shall furnish the information required by this bid. The Bidder shall print or type his/her name on the bid and each continuation

sheet on which he/she makes any entry. Erasures and other changes must be initialed by the person signing the bid.

22. APPROPRIATION OF FUNDS:

In the event funds for any specific item are not appropriated, the District reserves the right not to purchase any or all of the total quantities shown in this bid. Any order issued as a result of this solicitation is contingent upon the availability of appropriated funds. If funds do not become available or withdrawn, the District reserves the right to cancel any order. The District will make every attempt to purchase as indicated to the best of its ability.

23. SCOPE OF CONTRACT:

The Long Beach Unified School District intends to establish a pricing agreement for the Processing of Government Donated Commodities into finished products for the period stated on page one, in accordance with all the terms, conditions, and specifications specified herein.

It is the desire of the District to purchase products from each group listed in this bid. However, the District reserves the right NOT to purchase any of the items listed if Government Donated Commodities are not made available. Should the District receive limited amounts of Government Donated Commodities, the District reserves the right to determine which product will be processed into finished products.

24. BASIS OF AWARD:

The award shall be made to the responsive/responsible Bidder(s) providing the “lowest cost per serving,” provided the minimum weight is met and the product and service are acceptable. The unit cost submitted must be as unit requested (i.e. case, portion, dozen, etc.). The District will make conversions and computations if necessary. Unit cost bid should include any delivery charge (F.O.B. Destination) and include any pick-up of Government Donated Commodities from the District Warehouse when applicable.

The successful bidder will be required to accept Government Donated Commodities whenever such USDA Foods are available. Processor should not charge LBUSD or the State of California for the receipt or storage of such USDA Foods.

Awards will only be made to those processors that have a State approved “Master Processing Agreement” and that have an approved Government Donated Commodities contracts with the Department of Education and/or the U.S. Department of Agriculture.

The lowest cost per serving to be determined by calculating the cost to produce equivalent amount of finished product based upon Contractor's/Bidder's stated net price per case (F.O.B. Long Beach), the inventory drawdown per case and the market value per pound of donated food contained in the finished case as in the example below.

Example:

3,000 finished cases × 100 servings per case = 300,000 servings

3,000 cases × \$17.77 net price per case = \$53,310 (cost to produce 300,000 servings)

3,000 cases × 8.75 lbs of Inventory Drawdown per case = 26,250 lbs of Donated Food (DF)

26,250 lbs × \$1.50 Market Value per Lb of DF = \$39,375 (market value of DF required to produce 300,000 servings)

\$53,310 + \$39,375 = \$92,685 (cost to produce 300,000 servings + market value of DF required to produce 300,000 servings)

\$92,685 divided by 300,000 servings = \$0.3089 cost per serving

25. METHOD OF AWARD:

This is a request for firm prices for Government Donated Commodities Processed into Various Finished Products required for use by the Nutrition Services Branch. Please submit quotations on items to be furnished on the attached sheets in accordance with all conditions and specifications. **BIDDER MUST SPECIFY PACKAGE WEIGHT AND CASE COUNT, MANUFACTURER NAME AND CODE NUMBER, AND BRAND NAME AND CODE NUMBER.**

It is the intent of the District to award contract(s) "Individually," "As a Whole," or "In Any Combination," whichever would be in the best interest of the District. Award is contingent upon timely compliance with all Bid Conditions and Specifications which must be satisfied prior to beginning of service under the Contract.

As a result of the bid, the Contract(s) will be awarded according to the authority granted the Board of Education of Long Beach Unified School District under California Law (e.g. the Public Contract Code, Education Code, and Government Code).

***AWARDS ARE NOT BASED SOLELY ON THE LOWEST COST BID. In addition to the lowest cost, the Bidder must be capable of compliance with all other Specifications and Bid Conditions required by the District as indicated in this bid to be eligible for an award.**

The District reserves the right to reject any and all bids or any part of any bid. The District also reserves the right to accept any part of the bid at prices quoted, cancel individual items or lots, remove items from a lot, and award to the lowest responsive Bidder when it's to the best advantage of the District, unless Bidder positively limits his bid to "all or none."

In the event a Bidder is successful on one item only, amounting to less than two thousand dollars (\$2,000.00), the District, if mutually agreeable to the low Bidder, will make the award to another Bidder with multiple items awarded.

26. CONTRACT TERM/PRICING:

The term of this contract shall be as specified on page one. If mutually agreed, the start date of the contract is to begin immediately after notification of award. Prices shall remain firm for this period. The District intends to award to the lowest responsive Bidder.

If mutually agreeable, the District reserves the right to consider the renewal of this contract. The time of such renewal is to begin the day after the end of the initial term of this contract. The District reserves the right to further renewals of this contract for two (2) additional twelve month periods, not to exceed three (3) years, including initial awarded year. Factors that would influence the District in exercising this option would be satisfactory measurement of local market conditions, satisfactory service being rendered by contract holder, and the amount of any increase in price and other appropriate factors.

Bid prices that are subject to increase for each period shall be based upon percentage increase or decrease in the annual Consumer Price Index (C.P.I.) for all urban consumers for the Los Angeles-Long Beach-Anaheim, CA area.

The adjustments to the contract rate (prices) schedule, if any, shall be evaluated by using the percentage of change between February of the previous year and February of the current year's Consumer Price Index published by the U.S. Department of Labor's Bureau of Labor Statistics. The specific index to be reviewed is the C.P.I. for Los Angeles-Long Beach-Anaheim, California – All Items Less Shelter.

All requests for rate adjustments must be submitted by the Contractor in writing no later than thirty (30) days from receipt of extension request. An explanation citing the rationale for price increase must be included in such correspondence.

It is expressly understood that rate increases are not automatic nor guaranteed. Contractors' request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. Requests for rate increases should not exceed the current February C.P.I. The District reserves the right to reject any such request and re-bid and/or cancel said contract within the provisions of the existing

agreement. All increases are subject to negotiation between the Contractor and the District.

The following is an example of an actual Consumer Price Index showing how the annual change is calculated:

Consumer Price Index Pacific Cities and U.S. Average

Index For All Urban Consumers

Los Angeles-Long Beach-Anaheim, California

All Items Less Shelter

(2019-18 = 100)

February, 2019 index = 231.196

February, 2018 index = 229.387

12-month index change = 1.809

Percentage change, February, 2018 to

February, 2019 = 0.7886%** 1.809/229.387

**Percentage basis to be used when evaluating any request for rate adjustments. For information on the Consumer Price Index, contact the Bureau of Labor Statistics at (202) 691-5200 or visit www.bls.gov/cpi/

Bid prices that are subject to adjustments shall be calculated to four decimal places, and the adjusted price rounded even to four significant digits. They are not to be rounded up or down.

As an illustration, the decimal quantity 12.345 can be expressed with various numbers of significant digits or decimal places. The following table shows the results for various total precisions and decimal places rounded to the nearest value using the round-to-even method.

Precision	Rounded to significant digits	Rounded to decimal places
Five	\$12.345	\$12.34500
Four	\$12.34	\$12.3450
Three	\$12.3	\$12.345
Two	\$12	\$12.34

The adjusted bid price for the contract renewal, when considered, will have a total of four precisions rounded to four significant digits using the round-to-even method. As in the example above, the adjusted bid price shall be \$12.34

27. QUALIFIED BIDS:

The District hereby notifies all Bidders that they are advised not to restrict their bids to minimum shipment (either quantity or dollar amount) on any item on this bid. The District adheres to federal, state and local procurement laws and guidelines including CFR 2 section 200.319. The District will accept bids from manufactures, brokers, and distributors.

28. VENDOR SELECTION:

The Long Beach Unified School District specifically reserves the right to evaluate, in its absolute discretion, the total bid of each Bidder so as to select the company which will best serve the needs of the District, thus ensuring that the best interest of the District and its tax paying public will be served.

The Long Beach Unified School District reserves the right to inspect the facilities of the Bidder prior to award of contract. If the District determines after such inspection that the Bidder is not capable of performance satisfactory to the District, the bid will not be considered.

29. BIDDER'S PAST PERFORMANCE:

A Bidder may be ruled "Non-Responsive"/"Non-Responsible" based upon Bidder's unacceptable past performance which may include but are not limited to: late deliveries, partial deliveries, delivery of incorrect materials, products not meeting specifications, providing incorrect prices, invoicing errors, default, etc.

30. PRICING DONATED FOOD VALUE PASS-THROUGH SYSTEM:

The District prefers that a foodservice product manufacturer process Government Donated Commodities using the "Substitution/Standard Yield" alternative. This alternative enables the manufacturer to integrate purchased USDA Foods as ingredients into a manufacturer's commercial branded products.

The District elects to pursue the use of the "Net Off Invoice" option to receive to the extent possible its Entitlement Values. (This option is addressed in 7 CFR 250.30 and has been endorsed for use in California by the State Agency Director.)

The District will use the "Net Off Invoice" option to the extent the distributor's delivered price is responsive and deemed to be cost saving to the District.

31. QUOTATION INFORMATION:

The following "Rate Schedule" shall be firm during the contract period.

Bidder shall fill out the attached quotation information and indicate (1) the Manufacturer's brand name; (2) Manufacturer's product code number; and (3) Unit Price for the items requested/bidding.

The "Unit Price" bid should include prices for all items listed in the Specifications Section. Vendor shall list price of products - F.O.B. Long Beach.

Specific product brand names and numbers specified by the District in the product specifications are indicated to clarify specification only. Manufacturer's name and product code must be listed for any brand being offered. Bids offering "a/s" or "as specified" may not be considered. Items considered equal to or superior to the specification may be quoted and submitted.

Any remark, additions, amendments, or exceptions attached (by the Bidder) to the bid, which conflicts with terms and conditions herein, may cause it to be deemed "non-responsive."

Bid on each item separately for accounting purposes. Items may be awarded either "individually," "as a whole," or "any combination."

When filling in the Quotation Information the Bidder should either type or print legibly in ink. If the information/unit price is illegible, that item may not be considered for an award. **Bids submitted in pencil or erasable ink will be rejected.**

32. POINTS-BASED INCENTIVE PROGRAMS:

Any points-based incentive programs or the like, submitted by a bidder as part of their bid, will not be considered in the bid evaluation criteria. However, if offered during the course of the contract agreement, the District may consider the incentive program if it is deemed to benefit the District. Incentives are defined as points and/or gifts earned on purchases.

33. PRICE GUARANTEE:

Prices are *maximums* for the period of the contract. In the event of a price decline, or should you sell the same materials under similar quantity and delivery conditions to the State of California, or any County, Municipality or Legal District of the State of California at prices below those bid herein, such lower prices are to be immediately extended to the Long Beach Unified School District.

34. ESTIMATED DISTRICT REQUIREMENTS:

The quantities listed in the bid are annual estimates only, based on various factors, and are not a guarantee of actual quantities to be purchased. The District reserves the right to purchase items from other than the awarded Contractor when items are not readily available. The Nutrition Services Branch reserves the right to accept USDA Donated Foods from any participating Federal, State and local agency.

35. DELIVERY REQUIREMENTS AND LOCATION:

Time is hereby declared to be of the essence in this contract. Time and manner of delivery are essential factors in proper performance under the contract. Vendor must notify the District at least two (2) business days prior to delivery of an order of any changes to the order. All orders are to be delivered prior to the termination of the contract term.

Products are to be delivered to the Long Beach Unified School District, Nutrition Services Branch, 3333 E. Airport Way, Long Beach, CA 90806, as ordered by the Nutrition Services Branch. All deliveries are to be made between the hours of 7 A.M. and 1 P.M., Monday through Friday, except for scheduled District holidays. A District calendar is available upon request. All items delivered must be in a condition acceptable to the District. All items must be labeled, wholesome, within the appropriate temperature range and free from dents and damage or items will be rejected and returned at Vendor's expense. Any repacked products **are not acceptable. A vendor's delivery record will be seriously considered in the awarding of future bids.**

The Contractor shall be responsible for delivery **F.O.B. Long Beach Unified School District – Nutrition Services Branch Warehouse** and shall pay all costs, including drayage, freight, pallets, and packaging, which shall be included in the item unit cost. No separate charges for the preceding will be allowed nor paid by the District and must include a detailed delivery/packing slip. All delivery and freight charges are to be included in the bid price.

ALL DELIVERIES MUST BE PALLETIZED WITH A MAXIMUM HEIGHT NOT TO EXCEED 61", BUT IF DOUBLE-STACKED, NO HIGHER THAN 85" INCLUDING PALLET HEIGHT AND PALLETS MUST BE FORWARD FACING. FAILURE TO COMPLY WITH THESE REQUIREMENTS SHALL BE CAUSE FOR REJECTION OF DELIVERY AND RETURN TO VENDOR AT VENDOR'S EXPENSE.

Pallets must be **GMA (Grocery Manufacturer Association) standard, Premium Grade B or better**. Any deliveries that are using **Grade B or C** pallet will be rejected and returned to vendor at vendor's expense. Delivery shall be made on standard stringer pallets, 40" x 48", 4-Way, flush, as specified below, in accordance with a given option:

Option 1: Delivery made on pallets which will become the property of the District and which meet the following specifications:

Pallets: 40"W x 48"L hardwood lumber.

Three (3) stringers to be 1-1/2" x 3-1/2" x 48" long. Only one of the three stringers having added a plug or other type of repair.

Deck boards - 6 to 7 boards on top, 3-1/2" to 5-1/2" wide. No less than 4 boards on bottom. Average top deck spacing 2-1/2" to 4".

Stringers have two (2) cut-outs 10" length by 1-1/2" high, 6" from the end of each stringer. The deck boards and stringers to be fastened with 2-1/2" drive nails and three (3) per each bearing point and to be machine nailed in a staggered line to lend strength and prevent splitting. Nails are to be countersunk so that the head of each nail is below the surface of the deck boards, rendering them unable to damage material to be loaded on the pallet.

Option 2: Delivery made on pallets meeting the above specification, which will be exchanged for the District's pallets at time of delivery.

Option 3: Delivery made on pallets not meeting the above specification (Option 1). At the District's discretion, delivery may be rejected and returned to vendor at vendors' expense or the vendor or his consignor shall unload pallets onto pallets furnished by the District. All charges shall be indicated in the unit price.

NOTE: ALL COSTS FOR PALLETIZING SHALL BE INCLUDED IN UNIT PRICE. FAILURE TO COMPLY WITH THE REQUIREMENTS LISTED ABOVE MAY BE CAUSE FOR REJECTION OF DELIVERY AND PRODUCTS SHALL BE RETURNED TO VENDOR AT VENDOR'S EXPENSE.

36. ORDERS:

Orders will be placed by FAX, email, or via vendor's online ordering system by the school site cafeteria supervisor or the Nutrition Services Branch for merchandise as required. Confirmation of receipt of order will be requested. **Receipt of award notice by the successful Bidder(s) shall NOT be interpreted as an order.** Merchandise shall only be shipped as requested. Automatic deliveries will not be accepted.

The District has the right to order at the price, term, and conditions in effect at any time prior to the expiration date of the agreement.

The Vendor to allow the District at least two (2) business days prior to delivery of an order, to make any modifications or cancellation of an order.

A vendor's delivery record will be seriously considered in the awarding of future bids.

37. ONLINE FOOD ORDERING SYSTEM:

In an effort to expedite orders and maintain accuracy, the District is interested in an online food ordering system through a web page or computer application program.

Bidder is encouraged to include information regarding their online food ordering system with their bid packet if available.

38. BRAND, PRODUCT CODE NUMBER, & PACK SIZE:

Bidders are to indicate in the space provided on the bid sheets the brand name and product code number of each product and pack size if different than specified. Once brands, product code number, and pack sizes have been established in a contract as submitted in this bid, the successful vendor is expected to maintain those brands, product code numbers, and pack sizes. Any changes must be approved by an Authorized District Representative in writing before acceptance of substitutes or alternates.

39. PRODUCT SUBSTITUTION/MANUFACTURER'S BRAND CHANGE/ REFORMULATION OF PRODUCTS:

This contract does NOT allow for substitutions, brand change, or reformulation of any product without written authorization by an Authorized District Representative. If during the course of the contract there is a manufacturer's brand change or reformulation of the product, the Contractor/Manufacturer representative shall not automatically substitute product. Contractor must submit notification of any changes made to the product to the District by e-mail at nsbpurchasing@lbschools.net. Contractor shall submit product specification sheet, Product Formulation Statement, Nutrition Facts Label, and/or sample upon request for approval consideration prior to any future shipment.

If the new/reformulated product is acceptable, all current terms, conditions, and prices shall remain in effect. Unauthorized substitutions or reformulated product delivered without prior written approval by the District may be returned to Contractor at Contractor's expense. Payment will not be processed for unauthorized substitutions or reformulation.

Substitutions or reformulated product is subject to the Buy American Provision and the Choose California Produce Act.

40. ALTERNATE PRODUCTS:

The District encourages bids of alternative equivalent products. However, Bidders will be asked to demonstrate equivalency of alternates to the products specified. To that end, the District requires that **Bidders submitting bids other than specified include detailed literature and specification sheets with their bid. Failure to include such information may be cause for rejection of the alternate items.** The District specifically reserves the right to evaluate, in its absolute discretion, the total bid of each Bidder so as to select the company which will best serve the needs of the District, thus insuring that the best interest of the District and its tax paying public will be served.

The specifications set forth in this bid are intended to be used as a basis for determining acceptable quality and performance. The specifications are not meant to be restrictive to a particular brand. The District does reserve the right to be the sole determiner of equivalent products and reserves the right to waive any minor variations from specifications and to evaluate the bid based on the determination of what is in the District's best interest. The District also reserves the right to reject any part of the bid or the whole bid.

41. OTHER PURCHASES:

The District reserves the right to acquire from other sources during the life of the contract such like items, as may be required for testing, evaluation, experiment, special programs of an emergency nature, or whenever the successful Bidder **cannot** supply, per conditions of paragraph 8.

42. PRODUCT SPECIFICATIONS:

The specifications outlined herein represent the minimum acceptable quality for products requested. A CN Label (when applicable), Product Specification Sheet, Product Formulation Statement (PFS), Nutrition Fact Sheet with ingredient list and product serving information, certification letter identifying the state and the country of origin and a copy of the case label must be provided for each item submitted in the bid including the specified brand and code number.

PFS must have the information necessary to confirm manufacturer's statement regarding product's component contribution toward the reimbursable meal. It must include product name, product code number, serving size, CN label (if applicable), type and weight of creditable ingredient using the USDA Food Buying Guide, printed name, signature, and title of the company representative certifying that the information on the PFS is true and correct, and date signed.

Summary End Product Data Sheets must be included for all items on this bid. Only End Product Data Sheets which are current and have been approved by the State of California are valid.

43. SCHOOL NUTRITION PROGRAM REQUIREMENTS:

When information regarding the School Nutrition Programs is requested in the following specifications, refer to the USDA's Food Buying Guide for Child Nutrition Programs to determine the meal requirements and equivalents met by each food item. For the current Food Buying Guide visit: fns.usda.gov and search "Food Buying Guide".

44. NUTRITION POLICY:

To comply with the USDA requirements for Child Nutrition Programs, the Nutrition Services Branch intends to provide nutrient-dense meals (high in nutrients and low in calories) by increasing the availability of fruits, vegetables, whole grains, and fat-free and low-fat fluid milk in school meals; reduce the levels of sodium and saturated fat in meals; and meet the nutritional needs of school children within their calorie requirements.

It is the goal of the Nutrition Services Branch to minimize all artificial colors and flavors, and added sodium and saturated fat in processed foods. Therefore, the Nutrition Services Branch encourages manufacturers to minimize the use of artificial flavor and color additives, and/or chemical preservatives in the processing and preparation of products. The Nutrition Services Branch also encourages manufacturers to develop foods that are lower in sodium content and prefers that unsaturated fats are used in processing.

It is also the policy of the Nutrition Services Branch that all processed foods have only the minimum quantity of sodium, fat, sugar, and/or additives that are necessary for food preservation, safety and palatability.

Food products and ingredients must contain zero grams of trans fat (<0.5 g per serving).

In order to meet the USDA whole grain requirement, only whole grain rich products will be offered, unless otherwise specified in the item specification. Whole grain rich products must contain a minimum 50% whole grain and the remaining grain, if any, must be a creditable grain, as identified in the Food Buying Guide.

The sodium content of the products submitted in this bid will be evaluated and taken into consideration and may affect the final award.

Contractors/Bidders shall certify that the highest manufacturing standards and practices are employed to prevent cross-contamination from peanuts and tree nuts in all processed

foods. Production in a peanut and tree nut free facility is preferred. Products required to be free all traces of the top eight allergens must be free from all traces of milk, eggs, fish, shellfish, tree nuts, peanuts, wheat, and soybeans.

45. NUTRIENT CONTENT:

The Nutrition Services Branch utilizes a computer software program to analyze the nutrient content of student meals.

Manufacturers, distributors, and importers are expected to comply and remain current with legal requirements for food labeling, including Nutrition Facts, by Food and Drug Administration (FDA) and are responsible for assuring validity of a product label's stated nutrient values. The Contractor will therefore be required to provide product specification sheets, Product Formulation Statement (PFS) with accurate nutrient information and/or (Child Nutrition) CN label. The nutrition information must be certified by the R&D Director to be true and correct.

46. PACKAGING/SHELF LIFE:

Packages shall be so constructed as to ensure safe transportation to point of delivery. Packaging should minimize breakage and maintain freshness. **CASES MUST BE CLEAN. SOILED AND DAMAGED CASES WILL NOT BE ACCEPTED.** Only new cartons shall be used for packaging. No previously used cartons shall be used for packaging.

Unless otherwise stated within the specification of each individual item, shelf life is to be within reasonable standards for all items and may be designated upon purchase of specific items if necessary. "Closed Dating" is a code that consists of a series of letters and/or numbers applied by manufacturers to identify the date and time of production. If 'Closed Dating' is used, then a key must be made available prior to the first delivery and changes to the coding must be provided to the District prior to subsequent deliveries. The District prefers the use by date to be on the case and not printed on the individually wrapped product. Clear wrap packaging is preferred. **No selling prices are to appear on any item delivered.**

All packaging materials are subject to the approval of the Nutrition Services Branch. All cases must be new.

47. GOVERNMENT DONATED COMMODITIES:

For products made with USDA Foods, all processing must be performed as per regulations contained in the Code of Federal Regulations at 7 CFR Part 250.30. A

complete copy of the 7 CFR 250 regulations may be found at fns.usda.gov by searching "7 CFR 250".

A signed and dated copy of an approved "California State Government Donated Commodities Processing Agreement" and "End Product Data Schedule(s)" for the contract year must be submitted with any product that does or will utilize USDA Foods. If these documents are in the process of review, a letter guaranteeing "State Evaluation in Process" must be submitted. The complete approved processing agreement showing agreement number, End Product Data Schedules(s) and Product Information Sheet must be submitted with bid.

Delivery slips/inventory for finished products containing surplus USDA Foods shall be so marked. Copies of delivery slips for direct shipment of USDA Foods to the processor shall be provided to the District upon receipt of shipment and the amount of USDA Foods allotted to Long Beach Unified School District shall be marked separately.

Please note, if there are any changes in discounts for government surplus during the contract period, as approved by the State Department of Education, net prices to the District shall remain the same or adjusted to the lesser value.

A processor submitting discounts for using USDA Foods will be required to use available USDA Foods. Other USDA Foods not listed herein may be used by mutual agreement of both parties.

USDA Foods are to be furnished and may be delivered to the supplier's processing plant by the United States Department of Agriculture, when USDA Foods are available. Processor may be required to pick up USDA Foods product from Long Beach Unified School District, Nutrition Services Branch, at 3333 E. Airport Way, Long Beach, California 90806.

Processor shall accept USDA Foods whenever such USDA Foods are available. Processor will not charge the District or State of California for the pickup, receipt and storage of the product. Processing contract must conform to USDA regulations regarding processing and must be approved by California State Government Donated Commodities Food Program.

The Long Beach Unified School District reserves the right to reject any bid that does not conform to the yield specifications and quality of finished product. Processor to attach to bid, price and yield schedule of Government Donated Commodities. The processor shall be liable for the market value of the product which cannot be accounted for or that which is damaged while in his possession and shall keep a perpetual inventory of the product(s) received, quantities withdrawn for processing, and the kind of product(s) and number of units produced.

Processor shall render an accounting at the close of each calendar month of all products received, processed and inventory balance, on form agreed to by the District and the

California Donated Food Program. USDA Foods cannot be deducted from inventories until the finished product has been received by the purchaser. Our inventory tracking procedures require that we obtain this information in order to complete our receiving of finished products. Any delay in receipt of these documents may result in delay of payment for the finished product.

USDA Foods shall not be processed into finished product until orders are placed by the District.

Processor shall retain all related records and reports for a minimum of three (3) years and make them available for inspection and audit by the District, State, and/or Federal representatives.

Processor shall not release, trade or sell any quantities of USDA Foods to any other vendor or agency for any purpose without advance written permission from the District. Unauthorized release shall be grounds for termination of the agreement.

48. INFORMATION ON GOVERNMENT DONATED NATURAL BARREL CHEDDAR CHEESE;

Natural barrel cheddar cheese will be ordered from USDA for direct diversion to the processor in truckload quantities. The cheddar cheese is packed in 500 pound barrels, 80 barrels per truck. AMS to ensure quality standards are met shall inspect incoming cheese. In the event that the contractor for this bid is also awarded the bid for producing the barrel cheddar cheese from USDA, AMS shall monitor the complete production from beginning to end. Since cheddar cheese is fungible, any barrel cheddar cheese shall be inspected by AMS prior to production into either pasteurized processed American Cheese or 50% reduced fat pasteurized processed American cheese or other products.

Barrel cheddar cheese shall be of U.S. extra grade, except that it may possess a few gas-like holes per plug, provided the cheese is free from odors and flavors associated with gassy cheese. Each barrel of cheddar shall contain no more than 38.5 percent moisture by weight.

Barrel cheese may contain a reasonable amount of whey on the surface of the cheese and the liner. "Reasonable" shall mean droplets or less than flowing whey on the cheese or the interior of the liner.

Barrel cheese less than thirty (30) days old shall not contain visible mold at the time of grading; cheese over 30 days may contain light mold.

Grading certificates for barrel cheese offered shall show date of manufacture, and cheese shall be at least 10 days old when graded. Grading certificates shall also show the percentage of moisture, which shall be used to compute the price of cheese.

The 500-pound bulk cheddar cheese shall be packed in fiber drums or corrugated fiberboard containers.

49. INSPECTION OF BIDDER'S FACILITY:

The District reserves the right to inspect the facilities of the Bidder prior to the award of contract and if representatives of the District determine after such inspection that the Bidder is not capable of performance satisfactory to the District, the bid will not be considered. In addition to physical characteristics to determine capacity, the proposed facility should employ at minimum, industry standards of good manufacturing practices. If a Bidder is located out of town/state and/or products bid are manufactured out of town/state, the Bidder shall bear the transportation costs and accommodations of not more than three (3) District representatives, if any inspection of the facility is necessary, as determined by the District. Should the Contractor vacate approved facility, a re-inspection will be required under the same conditions for the new facility.

50. STORAGE FACILITY SANITATION REQUIREMENTS:

The District has pest control procedures in place at all of its storage facilities for food items and related products. In order not to compromise these procedures, any product delivered under this contract must have an audit trail that clearly demonstrates appropriate handling and storage practices. This will include providing proof of established sanitation procedures and an active pest control program to assure proper sanitary conditions exist.

Additionally, should the Contractor change physical locations in which the product to be provided to the District is manufactured and/or stored, the Contractor shall notify the District prior to such move. The plant facilities of the successful Bidder shall be accessible at all times of normal operation to inspection by a representative of the District.

All products shall be produced and handled in accordance with applicable sanitary practices. Manufacturing and processing plants shall meet the standards of sanitation as determined by the Los Angeles County Health Department, State of California, USDA and FDA as applicable.

51. HANDLING/STORAGE:

All products must conform to the provisions set forth in the Federal, State, City and County laws for their production, handling, processing, marketing, and labeling.

The plant and facilities of the successful Bidder shall be accessible at all times of normal operation to inspection by representatives of the District.

It is also the District's responsibility to monitor a vendor's compliance to health and safety laws. Therefore, we may require an inspection of the manufacturing plant on a

quarterly basis. Should this be necessary, this will be performed at the expense of the vendor awarded the bid.

52. TRANSPORTING FRESH AND FROZEN FOODS:

All frozen/refrigerated food items shall be delivered in properly insulated mechanical or thermostatic temperature controlled refrigeration equipment. Such equipment must be capable of maintaining a temperature to protect the products. All frozen products must be delivered in a hard frozen state, 0°F or below. All refrigerated items shall be delivered between 32°F – 40°F, unless otherwise specified. Items not meeting temperature requirements will be refused and returned to vendor at vendor's expense.

53. POULTRY QUALITY CONTROL:

Manufacturers are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China, as set forth in the Consolidated Appropriations Act of 2021 (Public Law 116-260). The bidder must complete a China Prohibition Certification form (Exhibit B) for each poultry-containing item submitted during the bidding process.

Production runs at the Contractor's facilities shall be under the monitorship of a USDA Grader (Grader to be furnished by Contractor) from the U.S. Grading Service. Certificates from the USDA Grading Service are to be supplied to the Nutrition Services Branch on a per shipment basis. Each box is to bear Grader's final acceptance stamp. The Grader will be furnished with the School District's full specification. The Contractor's facilities shall be subject to the approval of the Nutrition Services Branch.

The Nutrition Services Branch reserves the right to inspect the Contractor's facilities and to assess all relevant quality control information at any time. The Nutrition Services Branch reserves the right to perform any receiving inspection and testing operations and may reject a shipment of processed product, at portion of which fails to meet the acceptance criteria of these specifications. The Nutrition Service Branch may use any sampling technique to accomplish this inspection and testing. The quality of the actual product must meet or exceed the standards and specifications of the Nutrition Services Branch and the Contractor's submitted standards.

54. METAL DETECTOR:

All products must be examined for the presence of metal by a detection device approved by the Food Safety and Inspection Service (FSIS). The metal detector must be capable of detecting metallic contaminants including, but not limited to, stainless steel shavings, pieces of metal from processing equipment, metal fragments from cutting knives, metal staples, and packing fasteners. The metal detection system used must have the sensitivity

to detect a 1.5 mm, 440 stainless steel test standard before final packaging and a 3 mm, 440 stainless steel test standard after final packaging.

The District reserves the right to request documentation from the Contractor at any point during the contract period to ensure the requirement is being met.

55. FDA FOOD SAFETY MODERNIZATION ACT (FSMA) FINAL RULE FOR PREVENTATIVE CONTROLS FOR HUMAN FOOD:

All domestic and foreign food facilities that are required to register with section 415 of the Food, Drug, & Cosmetic Act must comply with the requirements for risk – based preventive controls mandated by the FDA Food Safety Modernization Act (FSMA) as well as the modernized Current Good Manufacturing Practices (CGMPs) of this rule. It is important to noted that applicability of the CGMPs is not dependent upon whether a facility is required to register.

FSMA requires food facilities to have a food safety plan in place that includes an analysis of hazards and risk-based preventive controls to minimize or prevent the identified hazards. For more information on FSMA, visit fda.gov and search “FSMA Final Rule for Preventive Controls for Human Food”.

56. SAMPLES:

Samples, CN Label (when applicable), Nutrition Analysis Sheet, Product Specification Sheet and Product Formulation Statement may be requested before award is made. Each item shall be properly identified as to vendor, bid number, and line item number and must be provided within five (5) working days from date of request.

Failure to provide samples, CN Label, and nutrient and specification sheets as requested may be cause for rejection of bid. Samples shall be provided at no cost to the District.

Samples shall be a representative of the exact item to be provided during the contract period. This includes but not limited to flavor, shape, color, size, packaging, case count, and ingredients.

Bidder must submit samples to:

Long Beach Unified School District – Nutrition Services Branch
Attn: Nutrition Services Purchasing Agent
3333 E. Airport Way
Long Beach, CA 90806
Tel.: (562) 427-7923

The manufacturer/brand, product code, pack code identification, and the ingredients identified on each sample must be consistent with the labels on the products when

purchased. Products furnished under this contract, which fail to maintain their standard of quality, will be immediately removed/rescinded from this contract.

All products must conform to the United States Department of Agriculture standards and the provisions set forth in the Federal, State, County, and City laws for their production.

57. PRODUCT TESTING:

If in the opinion of the District, an item purchased on this bid does not conform to specifications or perform to the standards of the previous samples submitted, the District reserves the right to have the product tested by an independent testing laboratory. If the test shows that the product does not conform to specifications or meet the standards of the samples submitted, the cost of testing will be charged to the vendor and the contract may be cancelled. Items purchased that do not conform to specifications will be returned to seller at seller's expense. Seller shall issue full credit for all items returned.

58. THE BUY AMERICAN PROVISION:

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires that schools and institutions participating in the School Nutrition Programs in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for the use in meals served under the programs.

The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States as defined in 7 CFR 210.21(d). Substantially means over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural components that are comprised of over 51% domestically grown items, by weight or volume.

For products procured by the District for use in the Child Nutrition Program using nonprofit food service account funds, the product's food component is considered the agricultural commodity. Food component is defined as one of the food groups which comprises reimbursable meals. The food components are: meats/meat alternates, grains, vegetables, fruits, and fluid milk. Please refer to USDA 7 CFR 210.2 for full definitions.

Limited exceptions to the Buy American provision. There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the "domestic" standard as described above (i.e., "non-domestic") in circumstances when use of domestic foods is truly not practicable. These exceptions, as determined by the District, are:

- (1) The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- (2) Competitive bids reveal the costs of the domestic commodity or product are significantly higher than the nondomestic commodity or product.

Documentation of non-domestic food exceptions

To be considered for an alternative or exception, the request must be submitted in writing with the bid submission (see Exhibit A for suggested format). This request must include:

- (1) Alternative substitute(s) that are domestic and meet the required specifications:
 - (a) Price of the domestic food alternative substitute(s); and
 - (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- (2) Reason for exception: limited/lack of availability or price (include price):
 - (a) Price of domestic food product; and
 - (b) Price of non-domestic product that meets the required specification of the domestic product.

Further information regarding exceptions and the Buy American memo, SP 38-2017, can be found at:

<https://www.fns.usda.gov/school-meals/compliance-enforcement-buy-american>.

59. COMPLIANCE WITH THE BUY AMERICAN PROVISION:

To ensure compliance with the Buy American provision, the District requires that bidders submit a certification of domestic origin for all the components of the products submitted with their bid. And if available, bidder to submit a copy of the case label that identifies the state and the country of origin.

The District may deem a bid as “unresponsive” and ineligible for contract award if certification and/or case label are not included with their bid. Furthermore, should the bidder be awarded a contract, contractor will be required to identify the country of origin for each item listed on the contractor’s packing list/bill of lading and on contractor’s invoice. Noncompliance with the terms and conditions of the contract award and with the Buy American provision may result in contract cancellation.

60. CHOOSE CALIFORNIA PRODUCE ACT:

In compliance with Chapter 7 Part 1 of Division 21 of the Food and Agricultural Code, where price, fitness, and quality being equal, the District will give preference to supplies and produce that are grown, manufactured or produced in the state of California.

The District requires all bidders to provide information on where the supplies and produce are grown, manufactured or produced for each item submitted on the bid. The District may deem a bid as “unresponsive” and ineligible for contract award for failure to include this information with their bid.

For information on Assembly Bill No. 822 regarding Choose California Produce Act visit: CA.gov and search “ AB 822.”

61. INVOICE PAYMENT TERMS:

It is preferred that all invoices are transmitted electronically to nsbcafeap@lbschools.net.

Invoices may also be mailed to:

Long Beach Unified School District, Attn: Cafeteria Accounting
3333 E. Airport Way, Long Beach, California 90806

Invoices are to be pre-printed with vendor name and distinctly numbered on a uniformed invoice form. Items, item description, product code numbers, quantities, unit cost, extended amount, contract number and the District purchase order number, as used, must be shown on each invoice. All invoices must be numbered with a distinct number.

The District desires to pay vendors within a 30-day period. Terms less than 30 days will not be considered unless an appropriate discount is available for early payment. Terms less than 30 days will automatically be interpreted as net 30. Vendor is encouraged to offer discount for prompt payment. However, the award of this bid will be determined on the lowest responsive and responsible bidders or bid/offer most advantageous to the program with price and other factors considered, regardless of terms offered.

62. DISCONTINUANCE OF SERVICE:

The District reserves the right to discontinue service of all or any portion of this contract for any reason determined by the School District to be detrimental to the health and welfare of students and school personnel and to hold the Contractor in default.

Additionally, products furnished under this contract, which fail to maintain their standard of quality, will be immediately removed from this contract and the Contractor may be required to supply an acceptable product at no increase in cost to the District.

63. CONTRACT CANCELLATION PROVISION:

All Terms and Conditions including pricing are firm for the duration of this contract. This agreement may be cancelled by the District upon thirty (30) days written notification of intention to cancel the agreement.

Upon notification, the District has the right to order at the price, term, and conditions in effect at any time prior to the effective date of the cancellation of the agreement and required delivery of the items so ordered.

64. PIGGYBACKABLE BID CLAUSE:

For the term of the contract and any mutually agreed extensions, pursuant to Section 20118 of the Public Contract Code, other public entities in the counties of Los Angeles, Orange, Riverside and San Bernardino may purchase identical items directly from vendor at the same unit prices subject to the same terms and conditions of this bid document to acquire the items awarded herein. The District waives its right to require other public entities/subsequent piggyback users to draw their warrants in favor of the district or make notification of the use of this bid, and authorizes each public entity to make payment directly to the successful Bidder. Products and services offered within this contract may be accepted or rejected, all or in part, at the sole discretion of the CONTRACTOR upon subsequent use(s) of the agreement. Acceptance or rejection of this condition will not affect the outcome of this proposal.

65. ERRORS IN BIDS/RELIEF OF BID:

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the Bidder's own risk and he/she cannot secure relief on the plea of error. In case of error in extension of the prices in the bid, the unit price shall govern at the discretion of the Director of the Nutrition Services Branch.

66. APPLICABILITY:

These terms and conditions are incorporated as requirements for all items listed in the bid form, in addition to the individual specified description for each separate item.

DEBARMENT AND SUSPENSION

A school food authority is prohibited from contracting with a company or individual that has been debarred or suspended in accordance with 7 CFR Part 3017. This prohibition does not extend to contracts in existence at the time of the debarment/suspension or to most contracts under \$100,000. Rather, it applies to new contracts and extensions or renewals of existing contracts of \$100,000 or more and to contracts for audit services, regardless of amount. This prohibition does not apply to proposed debarments.

Debarment Procedures:

- Upon receipt of information concerning the existence of a cause for debarment, FNS must investigate and determine whether debarment is the appropriate course of action. If so, FNS issues a notice of proposed debarment to the company or individual, explaining the cause for the action and the procedures for opposing the proposed debarment.
- A notice of proposed debarment does not excuse a company or individual from fulfilling existing contracts involving Federal non-procurement programs. Furthermore, a company or individual may continue to enter into new contracts or extend or renew existing contracts involving Federal non-procurement programs during this period of time.
- Within 30 days after receipt of the notice of proposed debarment, the company or individual may submit information in opposition to the proposed debarment. Should FNS determine that debarment is appropriate, the company or individual is debarred for a period of time which reflects the seriousness of the cause, generally not to exceed 3 years.
- During the period of debarment, the company or individual is excluded from any transactions involving Federal non-procurement programs, including the extension or renewal of existing contracts. However, a debarred company or individual is not excused from fulfilling a contract that involves a Federal non-procurement program that is in existence at the time of the debarment. For example, a company or individual which is debarred by FNS and which is under contract to supply milk to a school food authority receiving funds under the National School Lunch Program may continue to do business under that contract, but no extension or renewal of that contract is permitted.

Compliance Agreement:

- The existence of a cause for debarment does not necessarily require that a company or individual be debarred, if FNS determines that the company or individual is currently conducting business in a responsible manner and does not pose a threat to the Child Nutrition Programs, the public interest, and the Federal government. In such cases, FNS may consider an alternative course of action, such as a Compliance Agreement.
- Under such an agreement, a company could be required to institute ethics education programs for its employees, report to FNS on its bidding practices, and even restructure management in order to prevent any future misconduct. Such an agreement would allow the company to continue to participate in transactions involving Federal non-procurement programs, while providing the guarantees necessary to assure FNS that the Federal government and the public are protected.

Suspension Procedures:

- FNS may consider a suspension action if FNS receives information concerning the existence or likelihood of a cause for debarment and if immediate action is necessary to protect the public interest. If suspension is deemed to be the appropriate course of action, FNS issues a notice of suspension to the company or individual explaining the cause for the action and the procedures for opposing the suspension.
- A suspension immediately excludes the company or individual from transactions involving Federal non-procurement programs pending completion of legal and/or debarment proceedings. A suspension may be opposed by the company or individual in essentially the same procedural manner as a proposed debarment and cannot extend beyond 18 months unless administrative or legal proceedings have been initiated within that period.
- As with a debarment, the company or individual is not excused from fulfilling contracts involving Federal non-procurement programs. And while the company or individual and a school food authority may continue to do business under an existing contract, the contract may neither be extended nor renewed, nor may the school food authority enter into a new contract with a suspended company or individual.

Certification Statement:

- To ensure that a school food authority does not enter into a contract with a debarred or suspended company or individual, each school food authority must require that each responsive bidder include a certification statement with each bid on each contract. By signing the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency. It is the responsibility of each bidder to sign the certification statement and submit it with any bid.
- A school food authority may rely upon the certification statement submitted by a bidder unless school food authority personnel know that the certification is in error. In such cases, the school food authority should contact the State agency for confirmation of the bidder's status relative to debarment and suspension.

INSTRUCTIONS FOR CERTIFICATION

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

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

- A. The participant or respondent certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

- B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Participant or Respondent Company Name FS399-2223/IFB Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s) Date

CERTIFICATION AND DISCLOSURE STATEMENTS

Following is an explanation of Submittal requirements of the ***Suspension and Debarment Certification Statement and the Certification Regarding Lobbying*** by School Food Authorities (SFA) and Food Service Management/Consulting Companies.

Beginning with the 1998/99 school year, instructions to comply with procurement requirements by completion of these certifications will be included in the annual renewal of School Nutrition Programs.

The applicability of this information begins with the 1998/99 school year and is for SFAs that meet one of the following criteria:

- The SFA's estimated annual federal child nutrition reimbursement will exceed \$100,000.
- The SFA's annual contract with a vendor exceeds \$100,000.
- The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds \$100,000.

Suspension and Debarment Certification

This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed \$100,000. In these instances, the SFA must obtain a completed ***Suspension and Debarment Certification*** from either the potential vendor or existing contractor before any transactions can occur between the sponsor and the vendor or contractor (7CFR 3017.110). This certification is required as a part of the original bid, contract renewal, or contract extension to assure the SFA that the vendor or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While this certification is required for all contracts in excess of \$100,000, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. **Do not submit the certification to the California Department of Education.**

Certification Regarding Lobbying

SFA's that receive in excess of \$100,000 in annual federal meal reimbursement **must** annually complete and submit this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education., Child Nutrition and Food Distribution Division. In addition, when SFA's put out bids for goods and services or renew/extend existing contracts that exceed the \$100,000 threshold, they are required to obtain a completed ***Certification Regarding Lobbying*** from either the potential vendors and/or existing contractors before any transactions can occur between the SFA and the vendor or contractor (7CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension.

Also enclosed is the **Disclosure of Lobbying Activities** form. If the potential or existing contractor responds positively to item 2 of the ***Certification Regarding Lobbying*** statement, also submit the enclosed **Disclosure of Lobbying Activities** form.

Applicable to Both Certification Statements

- Federal law prohibits SFAs from circumventing the \$100,000 threshold by entering into multiple contracts; each of which do not equal or exceed \$100,000, but the aggregate amount of all the contracts will equal or exceed \$100,000.
- Vendors must submit completed certifications to the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered non-responsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the

original bid or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.

SFAs with Food Service Management or Consulting Contracts

SFAs utilizing food service management or consulting companies **must** include both certification statements in all Requests for Proposals (RFP) and new contracts, as well as contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management or consulting company must annually sign and submit to the SFA both the ***Suspension and Debarment Certification*** and the ***Certification Regarding Lobbying***. The SFA is required to sign only the Certification Regarding Lobbying

Summary

- ***Suspension and Debarment Certification***

1. The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000.
2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.
3. The SFA retains certification signed by contractor with executed contract and maintains it on file.

- ***Certification Regarding Lobbying***

1. The SFAs receiving in excess of \$100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.
2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds.
3. The **Disclosure of Lobbying Activities** form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of **Certification Regarding Lobbying**.)

If you have any questions regarding these requirements, please contact your School Nutrition Program analyst at the toll free number (800) 952-5609.

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE
AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any Funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or a cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By _____
Signature Authorized Agency Representative Date

By _____
Print Name & Title Authorized Agency Representative

For _____
Name of Company (Title)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan Guarantee <input type="checkbox"/> f. Loan Insurance <input type="checkbox"/>	2. Status of Federal Action: a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award <input type="checkbox"/>	3. Report Type: a. Initial filing <input type="checkbox"/> b. Material change <input type="checkbox"/> FOR MATERIAL CHANGE ONLY: YEAR: _____ QUARTER _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier, if known _____ Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI) (attach Continuation Sheet(s) SF-LLL-A, if necessary)	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	12. Type of Payment (check all that apply): <input type="checkbox"/> Retainer <input type="checkbox"/> One-time fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other; specify: _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> Cash <input type="checkbox"/> In-kind; specify: Nature _____ Value _____		
14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s) or member(s) contacted, for payment indicated in No. 11: (Attach Continuation Sheets(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. section 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No. (____) _____ Date: _____	
Federal Use Only:	Authorized for local reproduction Standard form - LLL	

INSTRUCTIONS FOR COMPLETION OF SF - LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF -LLL -A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and the quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No.1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the awards/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter the Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



DRUG-FREE WORKPLACE CERTIFICATE

This Drug-Free Workplace Certification form is required from all successful Vendors pursuant to the requirements mandated by Government Code sections 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 performing 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:

- 1) 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 action which will be taken against employee for violations of the prohibition;
- 2) Establish a drug-free awareness program to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace.
 - b) The person’s or organization’s policy of maintaining a drug-free workplace.
 - c) Any available drug counseling, rehabilitation and employee-assistance programs.
 - d) The penalties that may be imposed upon employees for drug abuse violations.
- 3) 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, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

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, 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 sections 8350 et. Seq. and herby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: _____ CONTRACTOR/COMPANY NAME: _____

BY: _____
Printed Name Title Signature



**IRAN CONTRACTING ACT
(Public Contract Code section 2202-2208)**

Prior to bidding on, submitting a proposal of executing a contract or renewal for a State of California contract for goods or services \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000 or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in (City & State)</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>	



FS399-2223/IFB

TOBACCO-FREE WORKPLACE CERTIFICATE

In the interest of public health, the Long Beach Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of the contract.

I acknowledge that I am aware of the Tobacco- Free Schools Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

DATE: _____ **COMPANY NAME:** _____

BY: _____
Printed Name **Title** **Signature**

Product Specification Sheet, Product Formulation Statement, Nutrition Facts Label, CN Label (if applicable), Ingredient Statement, Certification Letter identifying the state and country of origin, China Prohibition Certificate (if applicable), and a copy of the Case Label must be provided as part of the bid for each item. Failure to do so may result in disqualification of the bid.

The Nutrition Facts Label must meet FDA labeling requirements and be based on one portion. Whole Grain-Rich Product must contain a minimum of 50% whole grain and the remaining grain, if any, must be enriched.

Food products and ingredients must contain zero grams of trans fat (<0.5 g per serving). Naturally occurring excluded.

Contractors/Bidders shall certify that the highest manufacturing standards and practices are employed to prevent cross-contamination from peanuts and tree nuts in all processed foods. Production in a peanut and tree nut free facility is preferred. Products required to be free all traces of the top eight allergens must be free from all traces of milk, eggs, fish, shellfish, tree nuts, peanuts, wheat, and soybeans.

The Nutrition Services Branch encourages manufacturers to minimize all artificial colors and flavors from food products. The Nutrition Services Branch also encourages manufacturers to develop foods that meet the dietary specifications (calories, saturated fat and sodium) set forth by the School Nutrition Programs. For information of the USDA nutrition standards visit fns.usda.gov and search "nutrition standards" for various Child Nutrition Programs.

Manufacturers are also encouraged to provide a product with the lowest possible fat and sodium content while still providing a product with good flavor and texture. It is anticipated that some products may not be incorporated into school meals if the menu exceeds values for recommended fat and sodium standards.

Bid Line # 1:

NSB Stock #: 6054

Description: Beef Meatball (Bulk). Fully cooked, frozen. Approximately 1", IQF preferred, finished product shall be processed so that meatballs do not stick together. Ingredients: ground beef (not to exceed 20% fat), with spices and seasonings. Free of TVP is preferred. Free from the top 8 allergens. Approximately 0.50 oz. per meatball and five (5) meatballs per serving. Each serving must provide a minimum of 2 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 6/5 lb/case. J.T.M. Food Group # CP5049 or equivalent.

Estimated Annual Order Qty: **1,500 Cases/Year.**

Shelf life should provide a minimum of **180 days remaining upon delivery.**

Bid Line # 2:

NSB Stock # 7017

Description: Beef Patty (Bulk). Made with 100% beef, charbroiled, fully cooked, frozen. IQF preferred, finished product shall be processed so that patties do not stick together. Ingredients: ground beef (Not to exceed 20% fat), with spices and seasoning. Free from the top 8 allergens. Approximately 3.00 oz. per serving (1 Patty). Each serving must provide a minimum of 2 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 180/3.00 oz/ case. Don Lee Farms # CNQ163003 or equivalent.

Estimated Annual Order Qty: **1,600 Cases/Year.**

Shelf life should provide a minimum of **180 days remaining upon delivery.**

Bid Line # 3:

NSB Stock # 1039

Description: Burrito Bean & Cheese WG (Bulk). Burrito, bean, cheese, with whole grain tortilla, fully cooked, frozen. Free of TVP preferred. Bulk packed. Must be free from all traces of peanuts and tree nuts. Approximately 5.45 oz. per burrito. Each serving must provide a minimum of 2 ounce equivalent Grains and 2 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 48/5.45 oz/case. MCI/Los Cabos # 63457 or equivalent.

Estimated Annual Order Qty: **2,150 Cases/Year.**

Shelf life should provide a minimum of **180 days remaining upon delivery.**

Bid Line # 4:

NSB Stock #: 1055

Description: Burrito Bean & Cheese (IW). Burrito, bean, cheese, with whole grain tortilla, fully cooked, frozen, with TVP is acceptable. Individually wrapped in oven-safe wrapper. Must be free from all traces of peanuts and tree nuts. Approximately 5.00 oz. per Burrito. Each serving must provide a minimum of 2 ounce equivalent Grains and 2 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 96/ 5.20 oz/ case. MCI/Los Cabos # 97576 or equivalent.

Estimated Annual Order Qty: **2,000 Cases/Year.**

Shelf life should provide a minimum of **180 days remaining upon delivery.**

Bid Line # 5:

NSB Stock # 7003

Description: Cheese Crunchers Spicy (Bulk). Cheese sticks, mozzarella, whole grain-rich breading, spicy, frozen, bulk packed. Must be free from all traces of peanuts and tree nuts. Approximately 4 x 1.50 oz. sticks per serving. Each serving must provide a minimum of 2 ounce equivalent Grains and 2 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed 8/3.125 lbs./case. Rich’s/Farm Rich # 65224 or equivalent.

Estimated Annual Order Qty: **650 Cases/Year.**

Shelf life should provide a minimum of **180 days remaining upon delivery.**

***** ITEMS 06 – 11 TO BE AWARDED AS A LOT *****

Bid Line # 6:

NSB Stock # 8009

Description: Cheese American Yellow Sliced. Cheese, American, sliced, yellow. Refrigerated. Produced with milk. May contain natural color additives for coloring. Reduced fat. Reduced sodium. Must be free from all traces of gluten, peanuts and tree nuts. Approximately 0.50 oz. per slice, 160 slices per loaf. Each slice must provide a minimum of 0.5 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 80 servings per 6/5 lb case. Land O’Lakes # 46268 or equivalent.

Estimated Annual Order Qty: **1,200 Cases/Year.**

Shelf life should provide a minimum of **90 days remaining upon delivery.**

Bid Line # 7:

NSB Stock #: 8008

Description: Cheese American Yellow Sharp Shredded. Cheese, American, sharp, yellow, shredded. Refrigerated. May contain natural color additives as coloring agents. Must be free from all traces of gluten, peanuts and tree nuts. Powdered cellulose may be used to prevent caking. Approximate shred dimensions: ½ inch to 1 ½ inch length, 1/8 inch width and 1/8 inch thickness, or smaller. Approximately 1.00 oz. per ¼ cup serving. Each ¼ cup portion must provide a minimum of 1 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 320 servings per 4/5 lb case. Land O'Lakes #41725 or equivalent.

Estimated Annual Order Qty: **1,000 Cases/Year.**

Shelf life should provide a minimum of **90 days remaining upon delivery.**

Bid Line # 8:

NSB Stock # 8001

Description: Cheese Cheddar Yellow Shredded. Cheese, cheddar, shredded, yellow. Mild in flavor, refrigerated. Produced with milk. Annatto or other natural color additives may be used as a coloring agent. Must be free from all traces of gluten, peanuts and tree nuts. Powdered cellulose may be used to prevent caking. Approximate shred dimensions: ½ inch to 1 ½ inch length, 1/8 inch width and 1/8 inch thickness, or smaller. Approximately 1.00 oz. per ¼ cup serving. Each ¼ cup portion must provide a minimum of 1 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 320 servings per 4/5 lb case. Land O'Lakes #41749 or equivalent.

Estimated Annual Order Qty: **2,600 Cases/Year.**

Shelf life should provide a minimum of **90 days remaining upon delivery.**

Bid Line # 9:

NSB Stock # 8012

Description: Cheese Mozzarella Shredded. Cheese, mozzarella, shredded. Mild in flavor, refrigerated. Produced with milk. Annatto or other natural color additives may be used as a coloring agent. Must be free from all traces of gluten, peanuts and tree nuts. Powdered cellulose may be used to prevent caking. Approximate shred dimensions: approximately ½ inch to 1 ½ inch length, 1/8 inch width and 1/8 inch thickness, or smaller. Approximately 1.00 oz. per ¼ cup serving. Each ¼ cup portion must provide a minimum of 1 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 320 servings per 4/5 lb case. Land O'Lakes # 41698 or equivalent.

Estimated Annual Order Qty: **75 Cases/Year.**

Shelf life should provide a minimum of **60 days remaining upon delivery.**

Bid Line # 10:

NSB Stock #: 8002

Description: Cheese Mozzarella String Light (IW). Creamy white color, mild in flavor, refrigerated. Produced with milk. Must be light or reduced fat. Sodium of approximately 210 mg or lower is preferred. Must be free from all traces of peanuts and tree nuts. Must be gluten free. Individually wrapped. Approximately 1.00 oz. per serving. Each stick must provide a minimum of 1 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 168/1.00 oz/case. Land O'Lakes # 59703 or equivalent.

Estimated Annual Order Qty: **7,750 Cases/Year.**

Shelf life should provide a minimum of **60 days remaining upon delivery.**

Bid Line # 11:

NSB Stock #: New

Description: Cheese Dip Cup (IW). Cheese, cheddar, in portion control easy-peel cup. Shelf stable. Produced with milk. Sodium of approximately 210 mg or lower preferred. Must be free from all traces of gluten, peanuts and tree nuts. Approximately 1.00 oz. per serving. Each cup must provide a minimum of 1 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 140/3 oz/case. Land O'Lakes # 39911 or equivalent.

Estimated Annual Order Qty: **1,200 Cases/Year.**

Shelf life should provide a minimum of **60 days remaining upon delivery.**

Bid Line # 12:

NSB Stock # 7120

Description: Chicken Drumstick Breaded WG (Bulk). Whole grain-rich breading, fully cooked, frozen. IQF preferred, finished product shall be processed so that drumsticks do not stick together. Must be free from all traces of peanuts and tree nuts. Approximately 5.15 oz. per serving. Each drumstick must provide a minimum 0.5 ounce equivalent Grains and 2 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 92 servings per 30 lb. case. Tyson Foods # 16660100928 or equivalent.

Estimated Annual Order Qty: **3,500 Cases/Year.**

Shelf life should provide a minimum of **180 days remaining upon delivery.**

Bid Line # 13:

NSB Stock # 7125

Description: Chicken Strip (Bulk). Unbreaded, fully cooked, whole muscle, minimal seasoning and spices. Frozen (IQF). With grill marks preferred. Must be free from all traces of top 8 allergens. Bulk packed. Approximately 2.50 oz. per serving. Each serving must provide a minimum of 2 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 195 servings per 30 lb case.

Estimated Annual Order Qty: **700 Cases/Year.**

Shelf life should provide a minimum of **180 days remaining upon delivery.**

Bid Line # 14:

NSB Stock #: New

Description: Chicken Patty Breaded WG (Bulk). Whole grain-rich breading, fully cooked, frozen. Bulk packed. Must be free from all traces of peanuts and tree nuts. Approximately 1.60 oz. per serving. Each serving must provide a minimum of 1 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 200 servings per 20 lb case. Tyson Foods # 10057780928 or equivalent.

Estimated Annual Order Qty: **500 Cases/Year.**

Shelf life should provide a minimum of **180 days remaining upon delivery.**

Bid Line # 15:

NSB Stock # 7116

Description: Chicken Patty Grilled (Bulk). Unbreaded, fully cooked, frozen, minimally processed. I.Q.F. preferred. Finished product shall be processed so that patties do not stick together. Free from top 8 allergens. Bulk packed. Approximately 2.5 oz. per serving. Each serving must provide a minimum of 2 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 192 /2.50 oz/ case. Tyson Foods # 10299010928 or equivalent.

Estimated Annual Order Qty: **75 Cases/Year.**

Shelf life should provide a minimum of **180 days remaining upon delivery.**

Bid Line # 16:

NSB Stock # New

Description: Chicken Popcorn Breaded WG (Bulk). White and dark meat, whole grain-rich breading, fully cooked, frozen. Bulk packed. Must be free from all traces of peanuts and tree nuts. Approximately 4.30 oz. (10 pieces) per serving. Each serving must provide a minimum of 1 ounce equivalent Grains and 2 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 108 servings per 30 lb case. Pilgrim's Pride/Pierce # 110452 or equivalent.

Estimated Annual Order Qty: **2,000 Cases/Year.**

Shelf life should provide a minimum of **180 days remaining upon delivery.**

Bid Specifications

Bid No. FS399-2223/IFB

Bid Line # 17:

NSB Stock # 7102

Description: Chicken Boneless Crispy Wings WG (Bulk). Whole muscle breast meat chicken bites, whole grain-rich breading, fully cooked, frozen. Bulk packed. Must be free from all traces of peanuts and tree nuts. Approximately 3.75 oz. (5 pieces) per serving. Each serving must provide a minimum of 1 ounce equivalent Grains and 2 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 110 servings per 30 lb case. Pilgrim's Pride # 7518 or equivalent.

Estimated Annual Order Qty: **2,000 Cases/Year.**

Shelf life should provide a minimum of **180 days remaining upon delivery.**

***** ITEMS 18 – 20 TO BE AWARDED AS A LOT *****

Bid Line # 18:

NSB Stock #: 10046

Description: Peanut Butter Cup (IW). Creamy, soft and spreadable with no oil separation. Portion control peel-off cups or tear-off packets. Must be gluten free. Approximately 2 tablespoons per serving. Each serving must provide a minimum of 1 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 120/1.10 oz/case. J.M. Smucker Company/Jif # 51500-92100 or equivalent.

Estimated Annual Order Qty: **800 Cases/Year.**

Shelf life should provide a minimum of **150 days remaining upon delivery.**

Bid Line # 19:

NSB Stock # 7143

Description: Sandwich Peanut Butter & Jelly WG (IW). Grape jelly preferred on wheat bread. Wheat bread must be whole grain-rich, crustless, frozen. Individually wrapped. Approximately 2.60 oz. per serving. Each serving must provide a minimum of 1 ounce equivalent Grains and 1 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 72/2.60 oz/case. J.M. Smucker Company/Uncrustable # 51500-06960 or equivalent.

Estimated Annual Order Qty: **2,600 Cases/Year.**

Shelf life should provide a minimum of **150 days remaining upon delivery.**

Bid Line # 20:

NSB Stock # 7141

Description: Sandwich Peanut Butter & Jelly WG (IW). Grape jelly preferred on wheat bread. Wheat bread must be whole grain-rich, crustless, frozen. Individually wrapped. Approximately 5.25 oz. per serving. Each serving must provide a minimum of 2 ounce equivalent Grains and 2 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 72/5.30 oz/case. J.M. Smucker Company/Uncrustable # 51500-21027 or equivalent.

Estimated Annual Order Qty: **1,000 Cases/Year.**

Shelf life should provide a minimum of **150 days remaining upon delivery.**

Bid Line # 21:

NSB Stock #: 7041

Description: French Bread with Cheese & Garlic WG (Bulk). Bread, garlic flavored, with cheese, whole grain rich, approximately 5". Bulk packed. Must be free from all traces of peanuts and tree nuts. Approximately 4.5 oz. per serving. Each serving must provide a minimum of 2 ounce equivalent Grains and 2 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 60/4.50 oz/case. Nardone Bros. # 60WGUM2 or equivalent.

Estimated Annual Order Qty: **2,600 Cases/Year.**

Shelf life should provide a minimum of **150 days remaining upon delivery.**

Bid Line # 22:

NSB Stock # 1030

Description: Pizza Stick WG (Bulk). Mozzarella cheese, marinara sauce, & pepperoni stuffed, whole grain rich, approximately 7". Bulk packed. With decorative serving sleeve preferred. Must be free from all traces of peanuts and tree nuts. Approximately 3.70 oz. per serving. Each serving must provide a minimum of 1 ounce equivalent Grains and 1 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 72/3.75 oz./ case. Tyson/Bosco's # 17023721120 or equivalent.

Estimated Annual Order Qty: **1,500 Cases/Year.**

Shelf life should provide a minimum of **180 days remaining upon delivery.**

Bid Line # 23:

NSB Stock # New

Description: Ravioli Cheese-Filled Breaded WG (Bulk). Fully cooked raviolis, filled with ricotta or other mild cheeses. Frozen, whole grain rich. Free from all traces of peanuts and tree nuts. Approximately 3.34 oz. per serving (7 Ravioli). Each serving must provide a minimum of 1 ounce equivalent Grains and 1 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 142 servings per 30 lb case. Tasty Brands # 41832 or equivalent.

Estimated Annual Order Qty: **900 Cases/Year.**

Shelf life should provide a minimum of **180 days remaining upon delivery.**

Bid Line # 24:

NSB Stock # 7059

Description: Sausage Patty Pork (Bulk). Fully cooked, frozen. Approximately 3", IQF preferred, finished product shall be processed so that patties do not stick together. Ingredients: ground pork (not to exceed 20% fat), with spices and seasoning. Free from the top 8 allergens. Approximately 1.20 oz. per serving. Each serving must provide a minimum of 1 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 250/ 1.20 oz./case. Tyson/Hillshire Brands/Advance Pierre # 9467 or equivalent.

Estimated Annual Order Qty: **1,100 Cases/Year.**

Shelf life should provide a minimum of **180 days remaining upon delivery.**

Bid Line # 25:

NSB Stock # 1028

Description: Sandwich Cheese & Marinara Stuffed WG (IW). Fully cooked, frozen, whole grain rich. Must be free from all traces of peanuts and tree nuts. Individually wrapped in oven-safe wrapper. Approximately 2.30 oz. per serving. Each serving must provide a minimum of 2 ounce equivalent Grains and/or equivalent M/MA based on USDA requirements for breakfast in the Child Nutrition Programs. Packed approximately 96/2.37 oz./case. Schwan's/Big Daddy's # 55237 or equivalent.

Estimated Annual Order Qty: **975 Cases/Year.**

Shelf life should provide a minimum of **180 days remaining upon delivery.**

Bid Line # 26:

NSB Stock #: New

Description: Sandwich Waffle Sausage & Cheese WG (IW). Chicken or Turkey Sausage. Fully cooked, frozen, whole grain rich. Must be free from all traces of peanuts and tree nuts. Individually wrapped in oven-safe wrapper. Each sandwich must provide a minimum of 1 ounce equivalent Grains and 1 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 168 servings per case. Tasty Brands # 70338 or equivalent.

Estimated Annual Order Qty: **750 Cases/Year.**

Shelf life should provide a minimum of **180 days remaining upon delivery.**

Bid Specifications

Bid No. FS399-2223/IFB

Bid Line # 27:

NSB Stock # 6080

Description: Turkey Breast Deli Loaf (Bulk). Deli style, reduced sodium preferred, fully cooked, slab, chilled (frozen preferred), approximate weight per slab is 10 pounds. Skinless, 99% fat free. Free from top 8 allergens. Each piece is wrapped separately in a bulk case. Approximately 80/4.00 oz. servings per case. Each serving must provide a minimum of 2 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 2/9-11 lb/ case. Jennie-O # 836402 or equivalent.

Estimated Annual Order Qty: **700 Cases/Year.**

Shelf life should provide a minimum of **180 days remaining (frozen) upon delivery.**

Bid Line # 28:

NSB Stock # New

Description: Turkey Coins (IW). Cut into approximately 1" x 1" squares or circles, individually wrapped in clear packaging. Free from top 8 allergens. Approximately 1.65 oz. per serving. Each serving must provide a minimum of 1 ounce equivalent M/MA based on USDA requirements for Child Nutrition Programs. Packed approximately 225/ 1.65 oz./case. Jennie-O # 643022 or equivalent.

Estimated Annual Order Qty: **700 Cases/Year.**

Shelf life should provide a minimum of **180 days remaining (frozen) upon delivery.**

Bid Line # 29:

NSB Stock # 6127

Description: Potato Smiles (Bulk). Crispy mashed shapes, frozen. Round shaped with decorative happy-face preferred. Must be for oven preparation. Fully cooked product. Must be free from all traces of peanuts and tree nuts. Approximately 2.50 oz. per ½ cup serving. Each serving must provide a minimum ½ cup Vegetable based on USDA requirements for Child Nutrition Programs. Packed approximately 160 servings per 6/4 lb case. McCain # OIF03456 or equivalent.

Estimated Annual Order Qty: **150 Cases/Year.**

Shelf life should provide a minimum of **180 days remaining upon delivery.**

**** End of Specified Items ****



Long Beach Unified School District
Nutrition Services Branch

Bid Form

Quotation made by (Firm Name):

3333 E. Airport Way
Long Beach, CA 90806

Bid No. FS399-2223/IFB: Purchase of Foodstuffs - Commodity Processed

Lot # 1	Items 6 - 11
Lot # 2	Items 18-20

Min. # of
Days Shelf
Life

Bid Line #	NSB Stock #	Estmtd Annual Qty	Spec Unit of Measure	Short Description	Spec Case Config.	Bidder's Case Config.	Case FFS Price (F.O.B.)	DF Value / Case	Case Commercial Price (F.O.B.)	Manuf. Name / Brand Name	Manuf. Code # / Distributor Code #	Domestic Origin (Y / N)	Guaranteed Upon Delivery
1	6054	1,500	Case	Beef Meatball (Bulk)	6/5 lb/Cs								
2	7017	1,600	Case	Beef Patty (Bulk)	180/3.00 oz/Cs								
3	1039	2,150	Case	Burrito Bean & Cheese WG (Bulk)	48/5.45 oz/Cs								
4	1055	2,000	Case	Burrito Bean & Cheese WG (IW)	96/5.20 oz/Cs								
5	7003	650	Case	Cheese Cruncher WG (Bulk)	70/5.8 oz/Cs								
6	8009	1,200	Case	Cheese American Yellow Sliced	6/5 lb/Cs								
7	8008	1,000	Case	Cheese American Yellow Shredded	4/5 lb/Cs								
8	8001	2,600	Case	Cheese Cheddar Yellow Sharp Shredded	4/5 lb/Cs								
9	8012	75	Case	Cheese Mozzarella Shredded	4/5 lb/Cs								
10	8002	7,750	Case	Cheese Mozzarella String Light (IW)	168/1.00 oz/Cs								
11	New	1,200	Case	Cheese Dip Cup (IW)	140/3 oz/Cs								
12	7120	3,500	Case	Chicken Drumstick Breaded WG (Bulk)	30 lb/Cs								
13	7125	700	Case	Chicken Fajita Strip (Bulk)	6/5 lb/Cs								
14	New	500	Case	Chicken Patty Breaded WG (Bulk)	20 lb/Cs								
15	7116	75	Case	Chicken Patty Grilled (Bulk)	192/2.47 oz/Cs								



Bid Form

Quotation made by (Firm Name):

3333 E. Airport Way
Long Beach, CA 90806

Bid No. FS399-2223/IFB: Purchase of Foodstuffs - Commodity Processed

Lot # 1	Items 6 - 11
Lot # 2	Items 18-20

Min. # of
Days Shelf
Life

Bid Line #	NSB Stock #	Estmtd Annual Qty	Spec Unit of Measure	Short Description	Spec Case Config.	Bidder's Case Config.	Case FFS Price (F.O.B.)	DF Value / Case	Case Commercial Price (F.O.B.)	Manuf. Name / Brand Name	Manuf. Code # / Distributor Code #	Domestic Origin (Y / N)	Guaranteed Upon Delivery
16	New	2,000	Case	Chicken Popcorn Breaded WG (Bulk)	30 lb/Cs								
17	7102	2,000	Case	Chicken Boneless Crispy Wings WG (Bulk)	6/5 lb/Cs								
18	10046	800	Case	Peanut Butter Cup (IW)	120/1.10 oz/Cs								
19	7143	2,600	Case	Sandwich Peanut Butter & Jelly WG (IW)	72/2.60 oz/Cs								
20	7141	1,000	Case	Sandwich Peanut Butter & Jelly WG (IW)	72/5.30 oz/Cs								
21	7041	2,600	Case	French Bread Cheese & Garlic WG (Bulk)	60/4.50 oz/Cs								
22	1030	1,500	Case	Pizza Stick WG (Bulk)	72/3.75 oz/Cs								
23	New	900	Case	Ravioli Cheese Breaded WG (Bulk)	30 lb/Cs								
24	7059	1,100	Case	Sausage Patty Pork (Bulk)	250/1.20 oz/Cs								
25	1028	975	Case	Sandwich Cheese & Marinara WG (IW)	96/2.37 oz/Cs								
26	New	300	Case	Sandwich Waffle Sausage & Cheese WG (IW)	72/4.90 oz/Cs								
27	6080	700	Case	Turkey Breast Loaf (Bulk)	2/10 lb/Cs								
28	New	700	Case	Turkey Coins (IW)	225/1.65 oz/Cs								
29	6127	150	Case	Potato Smiles (Bulk)	6/4 lb/Cs								



Long Beach Unified School District
 Nutrition Services Branch

MINIMUM ORDER PAGE:

3333 E. Airport Way
 Long Beach, CA 90806

Quotation Made by (Firm Name):

FS399-2223/IFB: Purchase of Foodstuffs - Commodity Processed

Vendor to indicate all minimum order requirements of any items contained herein. Should no minimum requirements be shown, none will be honored throughout the contract period.

Vendor to indicate lead time if items require more than ten (10) business days notice for delivery.

Bid Line #	Vendor Item #	Minimum Order Requirement	Minimum Required Lead Time
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			

Bid Line #	Vendor Item #	Minimum Order Requirement	Minimum Required Lead Time
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			



Long Beach Unified School District
NUTRITION SERVICES BRANCH
 3333 Airport Way, Long Beach, CA 90806
 Phone: (562) 427-7923 * Fax: (562) 988-0263

Exhibit A

BID: FS399-2223/IFB Purchase of Foodstuffs (Commodity Processed)

Buy American Provision Exception Request

This documentation is required for all food component items that ***are not*** produced and processed in the U.S. with at least 51% of its agricultural food components, by weight or volume, from the U.S.

The purchase requirements described in the Buy American Provision clause of this bids General Terms & Conditions shall not apply in instances when the recipient agency determines:

- (1) The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- (2) Competitive bids reveal the costs of the domestic commodity or product are significantly higher than the nondomestic commodity or product.

[For further information, reference Buy American memo, SP 38-2017]

We _____ (Vendor name) are requesting an exemption to the Buy American Provision Act based on exemption option # _____ (please select either option #1 or #2 listed above).

BID LINE ITEM #	PRODUCT DESCRIPTION	BRAND	MFG CODE #	DOMESTIC PRICE	NON-DOMESTIC (FOREIGN ALTERNATE PRICE)	COUNTRY OF ORIGIN

REASON FOR WAIVER:

(Note to Vendor: Submit a unique copy of this exhibit form for each Exempted Item submitted on the bid)



BID: FS399-2223/IFB Purchase of Foodstuffs (Commodity Processed)

**China Prohibition Certification
(Public Law 116-260 - Consolidated Appropriations Act of 2021)**

The Consolidated Appropriations Act of 2021 (Public Law 116–260), Division A, Section 764 (signed into law on December 27, 2020), prohibits all Child Nutrition Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People’s Republic of China.

We _____ (vendor name), certify that _____ (product name) did not use federal funds to procure raw or processed poultry products that are imported into the United States from the People’s Republic of China.

We further acknowledge that noncompliance with this federal requirement may result in a finding of disallowable cost(s).

Date: _____ Authorized Representative Name _____

Title: _____ Signature _____