

March 20, 2023

Attached you will find instructions and a list of food items for which a price quote is requested for the period beginning, July 1st, 2023, through June 30th, 2024. **This must be completed and returned to our office by 12:00 p.m. on Friday, June 2, 2023 for consideration.**

A hard copy of the items we are requesting a quote for is enclosed. If you would like, we can e-mail you a copy of the Excel Spreadsheet for your convenience. Contact Donna Pioli at dpioli@lusd.net, if you would like this spreadsheet sent to you. This will allow you to access the file, fill in the required information, and send this information to us so that it can be automatically downloaded into our bidding system.

Whether you choose to use the Excel spreadsheet file for this, or you choose to submit a manually completed document, a hard copy must be received in our office by the above stated date and time.

If you have any questions or we can be of further assistance, please feel free to call Purchasing Technician Donna Pioli at (209) 953-8656.

Sincerely,

Amy Clark
Director of Child Nutrition Services

LINCOLN UNIFIED SCHOOL DISTRICT
CHILD NUTRITION SERVICES

Invitation for Bid
Food Items
July 1, 2023, through June 30, 2024

Lincoln Unified School District
Child Nutrition Services
6225 Harrisburg Place
Suite A
Stockton, CA 95207
(209) 953-8655

Attention: Amy Clark, Director of Child Nutrition Services

_____ (Company Name) will furnish the following food items for prices indicated on attached list, F.O.B. delivery point as specified on purchase order. Quoted prices are to be effective, July 1, 2023 through June 30th, 2024. Quantities listed are projected minimum quantities for the 2023/24 school year.

Bids must be returned to Lincoln Unified School District, Child Nutrition Services, 6225 Harrisburg Place, Suite A, Stockton, California, 95207, **by 12:00 p.m. on Friday, June 2, 2023.**

SPECIAL INSTRUCTIONS AND CONDITIONS

1. **Copies of Bid:** Due to the cost of materials and distribution, the Lincoln Unified School District Child Nutrition Services Division, 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.
2. **Bids:** To receive consideration, bids should be made in accordance with the following instructions:
 - A. Bids shall be made on the form provided by the Owner, a copy of which is included in these bid documents. All items on the form should be filled out; numbers should be stated both in writing and in figures and the signatures of all individuals must be in longhand. All prices and notations must be typed or written in ink; bids must not be written in pencil. Mistakes may be crossed out and correction inserted adjacent; but the person signing the bid should initial the correction in ink. A person must sign the bid or persons duly authorized to sign the bid on behalf of the bidder. The completed form should be without interlineations, alterations, or erasures.
 - B. Bids shall not contain any recapitulation of the work to be done.
 - C. Should a bidder find discrepancies in or omissions from the drawing or documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Owner's representative, Donna Pioli, 6225 Harrisburg Place, Suite A, Stockton, CA 95207, (209) 953-8656, who will send written instructions to all bidders, if necessary. Owner will not be responsible for any instructions. No interpretations will be issued later than three (3) days prior to the date set for the opening of bids so that all inquiries can be answered in writing and distributed to all bidders in the form of addenda to the contract in ample time before the bid opening date.

D. All addenda or bulletins issued during the bidding period are to be included in the bid, and they will become a part of the contract for the project.

F. Bids shall be addressed to the Owner and shall be delivered to the Owner enclosed in an opaque sealed envelope, addressed to the Director of Child Nutrition and marked "Bid Document." Each envelope shall bear the title of the work and name of the bidder. No telephonic or telegraphic bids or amendments to bids shall be effective. The bid opening and hand delivery of bids on the day of the bid opening shall take place at and be made to the Director of Child Nutrition. It is the sole responsibility of the bidder to see that the quote is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

G. All items must have a vendor product number on the bid form.

H. All products shall conform to the provisions set forth in the Federal, State, County, or City laws for their productions, handling, processing and labeling

I. Only certified coloring shall be used which meets the requirement of the U.S. Pure Food and Drug Act.

J. No product shall be delivered or accepted that does not provide at least 10 days of remaining shelf life.

K. Any product that changes in characteristics from the pleasing and desirable item specified shall be considered unacceptable. All unacceptable products shall be picked up by the vendor and either replaced immediately or a credit issued, depending on the urgency of the situation. If a product becomes unacceptable due to improper refrigeration or over-ordering, it remains the responsibility of the District.

L. The District reserves the right to immediately cancel any awarded contract for any reason determined by the school district to be detrimental to the health and welfare of the students and school personnel or that seriously affects the quality of the service and to hold the vendor in default if he/she has caused such conditions to arise.

M. The District reserves the right to make additions to, or deletions from, the lists of schools to be served at any time during the term of the contract. Estimated usage quantities listed in the bid are approximate for the bid period, July 1, 2023 through June 30th, 2024.

3. Withdrawal of Bids: Bids may be withdrawn personally, by written request, or by telegraphic request prior to the time fixed for opening of bids.

4. Opening of Bids: Bids will be opened at or about the time set in the advertised Notice Inviting Bids. Bidders, or their representatives, and other interested persons may be present at the opening of bids.

5. 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.

6. Specifications: The specifications included in this bid make references to specific manufacturers and models. This is done in order to establish a minimum acceptable level of quality and performance. All items referenced in this bid are "or equal" and are not meant to be restrictive. The District reserves the right to evaluate and determine equivalency on any exceptions to the specifications. Bidders must indicate any exception or deletions to the specifications on their bid. Failure to do so will indicate that the bid is exactly as specified.

7. Equals: Pursuant to section 3400 of the Public Contract Code, any item or requirement calling for a designated material, product, thing, or service by specific brand or trade name shall be construed as being followed by the words "or equal" so that bidders may furnish any material, product, thing or service which is in all respects equal to the item specified, including but not limited to size, quality, guarantees, materials. The proposal "equal" must in all respects be equal to or better than the item for which it is proposed to be substituted.

8. 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.

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.

9. Award or Rejection of Bids: The contract, if awarded, will be awarded to the lowest responsible bidder based on the lowest total quote or lowest quote for individual supplies received and in compliance with these instructions and the advertised Notice Inviting Bids, provided the bid is reasonable and it is to the interest of the Owner to accept it. The competency and the responsibility of bidders and of their proposed subcontractors will be considered in making the award of contract. Any bidder before being awarded a contract may be required to furnish evidence satisfactory to the Owner that he/she and his/her proposed subcontractors have sufficient means and experience in the type of work called for to assure completion of the contract in satisfactory manner. The Owner reserves the right to reject the quote of any bidder who has previously failed to perform properly or to complete on time contracts with the Owner of a nature similar to this project. The Owner reserves the right to reject any or all quotes or alternates and waive any informality or irregularity in the quotes or in the quoting. Bidders will be informed of bid acceptance or rejection by U.S. Mail and/or email. Bidders may contact Purchasing Technician Donna Pioli via email at dpioli@lUSD.net for further information.

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 specification and bid conditions required by the District as indicated in this bid to be eligible for an award.

10. Form of Contract: The form of contract, which the successful bidder will be required to execute, if awarded the bid, is a District Purchase Order referencing Quote specifications and other contract documents which is set forth herewith.

11. Anti-Discrimination: The successful bidder shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or ancestry, handicap, marital status or sex. The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby. The Contractor shall also comply with the California Fair Employment and Housing Act (Gov. Code, #12900 et. seq.).

12. Federal or State Regulations: The bidder's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the Federal or State Governments now in effect or which shall be in effect during the period of such contract.

13. Buy American Compliance: As required by the Buy American Provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). (210.21(d) is the Buy American Provision). We require that suppliers certify the food product was processed in the U.S. and certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to us.

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

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of three (3) day (s) in advance of delivery. The request must include the:

- (a) Alternative substitute(s) that are domestic and meet the required specifications:
 - (i) Price of the domestic food alternative substitute (s); and
 - (ii) Availability of the domestic alternative substitute (s) in relation to the quantity ordered

(b) Reason for exception: limited/lack of availability or price (include price):

(i) Price of the domestic food product; and

(ii) Price of the non-domestic Product that meets the required specification of the domestic product.

14. 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.

15. Familiarity with Materials: All bidders must be familiar with the materials/or equipment to be used, and bidders must be approved by the manufacturer.

16. Delivery: Quantities delivered to our sites shall be determined by Child Nutrition Services at Lincoln Unified School District. Delivery schedules will be adhered to. All items shall be delivered to the Lincoln Unified School District kitchens or the warehouse as requested by Child Nutrition Services. Deliveries to individual kitchens to be agree upon. (Site list attached.) Time and manner of delivery are essential factors in proper performance under the contract. Time of delivery shall be between 6:00 a.m. to 11:00 a.m. Unless otherwise specified, the contractor shall be responsible for delivery and shall pay all cost, including drayage, freight and packing, for delivery F.O.B locations in the District as specified on the purchase orders. All orders are shipped directly to each site in the District. Each item shall be securely and properly packed, and clearly marked as to contents. All shipments shall be accompanied by a packing slip, and the District purchase order number shall appear on all cases and packages.

17. Invoices and Payments: Unless otherwise specified, the bidder shall render invoices in triplicate for services delivered under the contract, to Lincoln Unified School District, Child Nutrition Services, 6225 Harrisburg Place, Suite A, Stockton, CA 95207. Invoices shall be submitted immediately in a form acceptable to the District, under the same firm name as shown on the contract. The bidder shall list separately any taxes payable by the District. All invoices shall reference District purchase order number.

18. Default by Bidder: The District shall hold the bidder responsible for any damages which may be sustained because of failure or neglect of the bidder to comply with any terms or conditions listed herein. If the bidder neglects to provide services listed herein at the prices specified or otherwise fails or neglects to comply with the terms of the contract, the District may upon written notice to the bidder, cancel the contract in its entirety or cancel or rescind any or all items affected by such default.

19. District Requirements: The quantity shown is the estimate of consumption for the contract period. The quantity is for information only and is not guaranteed. The needs of the District may be substantially more or less than the estimated quantity.

20. Prices: Prices shall be shown on the bid form for each individual item. Taxes shall not be included. During the period of deliveries under a contract resulting from this bid, should there be a decrease in the prices of the items listed therein, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices herein quoted. Individual bid prices shall remain in effect from the signing of the bid contract through June 30th, 2024, whichever is agreed upon.

21. 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 point earned on purchases.

INVITATION FOR BID

COMPANY NAME: _____

Special Notes from Bidder:

Company Name

State License Number

Mailing Address

Signature – Company Official

Phone Number

Date

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Lincoln Unified School District
Child Nutrition Services
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INVITATION FOR BID

COMPANY NAME: _____

DELIVERY LOCATIONS

Lincoln High/Huddle
6844 Alexandria Place
Stockton, CA 95207

Lincoln High/End Zone
6844 Alexandria Place
Stockton, CA 95207

Sierra Middle School
6776 Alexandria Place
Stockton, CA 95207

Brookside School
2962 Brookside Rd.
Stockton, CA 95219

Don Riggio School
3110 Brookside Rd.
Stockton, CA 95219

John R. Williams
2450 Meadow Ave.
Stockton, CA 95207

Tully C. Knoles
6511 Clarksburg Place
Stockton, CA 95207

Mable Barron
6835 Cumberland Place
Stockton, CA 95207

Child Nutrition Services Warehouse
6225 Harrisburg Place, Suite A
Stockton, CA 95207