



Fresno  
**Economic  
Opportunities  
Commission**

1920 Mariposa St., Suite 330  
Fresno, CA 93721

**Linda Hayes** Board Chair  
**Emilia Reyes** Chief Executive Officer

# REQUEST FOR BIDS

Bid Number 010

Fresno County Economic Opportunities Commission

1920 Mariposa Mall

Fresno, CA 93721-2149

Product Category:

CANNED AND DRY FOOD GOODS

FROZEN FOODS AND MEAT PRODUCTS

**\*\*Note: Please include package and price information in proper columns before submitting.**

Bid Due Date: March 1, 2021 by 2:00 P.M

Food Preparation Center

3100 W. Nielsen Ave

Fresno, CA 93706

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## BID ACTIVITY RECORD FOR BID NUMBER: 010

1. INFORMATION BELOW TO BE COMPLETED BY FCEOC REPRESENTATIVE.
2. IF HAND DELIVERING BID, PLEASE HAVE BID RECEIVED SECTION OF THIS FORM COMPLETED BY FCEOC REP AT TIME OF DELIVERY.
3. IF MAILING BID, FCEOC REP WILL COMPLETE THE BID RECEIVED SECTION OF THIS FORM UPON RECEIPT.

### **BID RECEIVED:**

Name of Bid Company: \_\_\_\_\_

Day Bid Turned In: \_\_\_\_\_ Date Bid Turned In: \_\_\_\_\_ Time: \_\_\_\_\_ am/pm

\_\_\_\_\_  
Signature of Person Who Received Bid Package Title

\_\_\_\_\_  
Print Name of Person Who Received Bid Package

### **BID OPENING:**

Day Bid Opened: \_\_\_\_\_ Date Bid Opened: \_\_\_\_\_ Time: \_\_\_\_\_ am/pm

\_\_\_\_\_  
Signature of Person Who Opened Bid Package Title

\_\_\_\_\_  
Signature of Witness to Opening of Bid Package Title

\_\_\_\_\_  
Signature of Witness to Opening of Bid Package Title

### **AWARD OR DENIAL OF BID:**

This Bid has been: \_\_\_\_\_ Date: \_\_\_\_\_  
(Awarded/Denied)

Reason: \_\_\_\_\_

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

\_\_\_\_\_  
Agency Authorized Signature Title Date

\_\_\_\_\_  
Print Name of Authorized Person

**SECTION A - BID PROPOSAL FORM**  
**INVITATION FOR BID**

**BID NUMBER: 010**

Fresno Economic Opportunities Commission  
3100 W. Nielsen  
Fresno, CA 93706

Request for Bids  
(This is not an order)

**Bid Period: March 31, 2021 – March 31, 2022 by 2:00pm**

Bids DUE: March 1, 2020

Fresno Economic Opportunities Commission

Attn: Food Services

3100 W. Nielsen

Fresno, CA 93706

This document contains an invitation to bid for the furnishing of food products to be served to children participating in the Child Care Food Program established by the U.S. Department of Agriculture (7 CFR Part 226). It sets forth the terms and conditions applicable to the proposed procurement. In the event the bidder receives an award under this solicitation, this document (Section A Bid Proposal Form) shall constitute the contract between the bidder and the agency named above.

Name of Bidder's Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_, Zip: \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder (in ink)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print or Type Name of Bidder

## **SECTION B - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

By submission of this bid, the bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organizations, that in connection with this procurement:

- 1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- 2) Unless otherwise required by law, the prices quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor.
- 3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.
- 4) Each person signing this bid certifies that he or she is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (a) through (c) above; or that he or she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he or she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated and will not participate in any action contrary to (a) through (c) above.

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Signature of Food Service Company's Authorized Representative

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Title

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Date

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Print Name of Food Service Company's Authorized Representative

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Signature of Authorized Fresno EOC Representative

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Title

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Date

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Print Name of Authorized Fresno EOC Representative

## **SECTION C - INSTRUCTIONS TO BIDDERS**

### **1. Definitions**

As used herein:

- a. The term **bid@** means an offer to perform the work described in the Invitation for Bid at the fixed unit prices as specified by the bidder in accordance with the terms and conditions of the solicitation.
- b. The term **bidder@** means a food service company submitting a bid in response to this Invitation for Bid.
- c. The term **contractor@** means the successful bidder who is awarded a contract by the Agency under the Child Care Food Program under the U.S. Department of Agriculture.
- d. The Term **food service@** company means an organization, other than a public or private nonprofit school, with which the agency may contract for preparing and, unless otherwise provided for, delivering the specified food products, for use in the program.
- e. The term **Invitation for Bid@** hereafter referred to as IFB, means the document soliciting bids through the formal advertising method of procurement. In the case of this program, IFB becomes the contract upon award by the agency.
- f. The term **Agency@** means the Child Care Food Program sponsor that issues this IFB.
- g. The term **Program@** means the Child Care Food Program as set forth in the code of Federal Regulations, 7 CFR Part 226.
- h. The term **food item@** means an individual food product meeting the bid requirements as specified.

Other terms shall have the meanings ascribed to them in the Child Care Food Program regulations, 7 CFR Part 226.

### **2. Submission of Bids**

- (1) Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so shall be at the bidder's risk.
- (2) No change in the specifications or general conditions is allowed. Prior to submission, the bidder shall initial erasures or white out corrections on this bid.
- (3) A copy of a current State or local health certificate for the food preparation and/or storage facilities shall be submitted with the bid.

Failure to comply with any of the above shall be reason for rejection of the bid.

### **3. Explanation to Bidders**

Any explanation desired by the bidder regarding the meaning or interpretation of the IFB specifications, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an IFB shall be furnished to all prospective bidders as an amendment to the IFB if such information is necessary to bidders in submitting bids on the IFB or if the lack of such information would be prejudicial to uninformed bidders.

### **4. Acknowledgment of Amendments to IFBs**

Receipt of an amendment to an IFB by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.

### **5. Discounts**

Prompt payment discounts offered for payment in fewer than twenty calendar days will not be considered in evaluating bids for award. However, offered discounts of fewer than twenty days will be taken if payment is made within the discount period even though not considered in the evaluation of bids. (Note: Payment discounts may be used only to determine the low bid if the agency determines such discounts are large enough to be considered as a factor in the bid award.)

### **6. Only One Bid Will Be Allowed Per Food Category**

If more than one bid is submitted by any one company, for the same Food Category, all such bids will be rejected. However, any one company is welcome to bid on as many Food Categories as they like. (Note: For the purpose of this bid solicitation, any one company can bid on any of the food categories being solicited, but may submit only one bid for each category.)

### **7. Time for Receiving Bids**

Sealed bids shall be deposited at the address specified on the IFB of the agency no later than the exact time and date indicated on the face of this IFB. Bids received prior to the time of opening will be securely kept and will remain unopened.

### **8. Errors in Bids**

Bidders or their authorized representatives are expected to inform themselves fully as to conditions, requirements, and specifications before submitting bids. Failure to do so shall be at the bidder's own risk, and he or she may not secure relief on the plea of error.



## **9. Award of Contract**

- a) The contract will be awarded on an item-by-item basis to the responsive and responsible bidder whose bid will be most advantageous to the Agency, price and other factors considered. Consideration shall be given to such matters as Contractor integrity, compliance with public policy, record of past performance and financial and technical resources.
- b) The Agency reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the Program and to waive informalities and minor irregularities in bids received.
- c) The Agency reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract.

## **10. Late Bids, Modifications of Bids or Withdrawals of Bids**

- a) Hand Delivered Bids: Any Hand Delivered Bid received after the exact date and time specified will not be accepted.
- b) Mailed Bids: All mailed bids must be sent by registered or certified mail. Any bid mailed must be postmarked no later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an IFB requiring receipt of bids by the 10th of the month must have been mailed by the 5th or earlier).
- c) Any modification or withdrawal of bid is subject to the same conditions as in (a) above except that withdrawal of bids by telegram, or fax, is authorized. A bid may also be withdrawn in person by a bidder or his or her authorized representative, provided his or her identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- d) The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed as having been mailed late. (The term Apostmark@ means, a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)
- e) Notwithstanding the above, a late modification of an otherwise successful bid that makes its terms more favorable to the Agency will be considered at any time it is received and may be accepted.

## **SECTION D - SCOPE OF SERVICES**

- 1) Contractor agrees to deliver the **PRODUCTS as specified in Schedules B** to the location(s) set out in **Schedule A**, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
- 2) All **PRODUCTS as specified in Schedules B** furnished for the Program under this contract must meet or exceed United States Department of Agriculture requirements set out in **Schedule B**. (See Schedule B attachments)
- 3) Contractor shall furnish **PRODUCTS as specified in Schedules B** to the Program as ordered by the Agency during the period of March 31, 2020 – March 31, 2021
- 4) Contractor shall be able to furnish **BAKERY PRODUCTS as specified in Schedules B** to the Program as ordered by the agency up to **Five (5)** days a week.

Note: The information above must not be misinterpreted as the final award. The information above is merely the Scope of Services that will be required by the winning bidder.

**SECTION E - DELIVERY SCHEDULE, FINAL TABULATION SHEET**

Bidders are to submit prices on **FOOD PRODUCTS** as listed and meeting the specifications as set forth in **Schedules B** to be delivered to the location(s) specified in **Schedule A**.

**Schedule A - Child Care Food Program for Fresno EOC****List of Location Where Deliveries are Expected**

(See Attached)

**Schedule B - Child Care Food Program for Fresno EOC****Final Tabulation Sheet**

(See Attached Items for Bid Sheet)

**Schedule A - Child Care Food Program for Fresno EOC**

List of Locations Where Deliveries are Expected

Food Category: Produce

<u>Location</u>	<u>Authorized Signers</u>	<u>Delivery Days/Time</u>
FCEOC Central Kitchen 3100 W. Nielsen Fresno, CA 93706	Randy Moens, R.D. Gene Acosta, Chef Bobbie Howard, Food Service Supervisor Garard Coleman, FPWIII John Sitthi, FPWIII	Monday thru Friday 5:30 am to 7:30 am

## Special Instructions:

- 1.1 Any special arrangements for delivery are to be made with Randal Moens, call (559) 266-3663.
- 1.2 No deliveries are to be made without prior notification and authorization.
- 1.3 Products to be delivered will be inspected and any products that do not meet specified requirements will be rejected immediately.
- 1.4 Any deliveries after the required Time for Deliveries must be approved before hand.
- 1.5 FCEOC may add or delete Authorized Signers at any time during the course of the contracted period.
- 1.6 All notification of changes must be done in writing.

## **SECTION F - CONTRACT PROVISIONS AND SPECIFICATIONS**

Page 1 of 3

### **1) Requirements Contract:**

- a) This is a requirements contract for the items and services specified in the Sections and Schedules for the period set forth herein. The items specified herein are estimates only. In the event the Agency's requirements for items set forth in the Sections and Schedules do not result in orders, such event shall not constitute the basis for an equitable price adjustment under this contract.
- b) The Agency may issue orders that provide for delivery to or performance at multiple destinations.
- c) The Agency shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the Contractor for services specified in the Sections and Schedules will be dependent upon the needs and requirements of the Agency.
  - (1) In the event of the need for changes in the provisions of this contract, due to regulatory or guidance changes prescribed by the United States Department of Agriculture or the California Department of Education, during the duration of this contract; such event shall be considered a basis for renegotiation, with prior approval and agreement from the California Department of Education, of the terms and conditions of the contract between the Agency and the Contractor. Authority for such renegotiation must be requested from the California Department of Education, in writing, by the Agency prior to the commencement of such renegotiation.

### **2) Pricing:**

Pricing shall be on the items described in Section E, Final Tabulation Sheet. All bidders must submit bids using the same Final Tabulation Sheet provided by the Agency as the Official Form or Reference Guide. All items must be bid in the same order as presented in the Final Tabulation Sheet. Bid price must include price of product, packaging, transportation and all other costs.

### **3) Evaluation of Bidders:**

Each bidder will be evaluated on the following factors;

- a) Financial capability to perform a contract of the scope required.
- b) Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable State and local health, safety, and sanitation standards.
- c) Previous experience of bidder in performing services similar in nature and scope.
- d) Other factors such as transportation capability, sanitation, and packaging.

Bidders that do not satisfactorily meet the above criteria may be rejected as non-responsive and not considered for award.

## **SECTION F - CONTRACT PROVISIONS AND SPECIFICATIONS**

Page 2 of 3

### **4) Unit Prices:**

The unit price of each product type which the bidder agrees to furnish must be written in ink or typed in the blank space provided in Section E, Final Tabulation Sheet and must include proper packaging as required in the specifications and delivery cost to the designated site(s). Unit prices shall include taxes but any charges or taxes, which are to be paid under future laws must be paid by the bidder at no additional charge to the Agency.

### **5) Product Orders:**

The Agency will usually place orders during the last week of the month for items needed for the following month.

The Agency reserves the right to increase or decrease the number of items ordered on a 24 hour notice (or less if mutually agreed upon by both parties to this contract).

### **6) Product Change Procedure:**

Specified products shall be delivered on a daily, weekly, or monthly basis in accordance with each order and depending on the storage or shelf life of the product. Deviation from the delivery cycle shall be permitted only upon authorization of the Agency and product changes may be made only upon authorization of the Agency. Product changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the Contractor from delivering a specified product, he shall notify the Agency immediately so substitutions can be agreed upon. The Agency reserves the right to suggest product changes within the food service company's food cost periodically throughout the contract period.

### **7) Noncompliance:**

The Agency reserves the right to inspect and determine the quality of food items being delivered and reject products that do not comply with requirements and specifications of the contract. The Contractor shall not be paid for unauthorized product change, incomplete deliveries, and products not delivered within the specified delivery time period and products rejected because they do not comply with the specifications. The Agency reserves the right to obtain products from other sources if products are rejected due to any of the stated reasons. The Contractor shall be responsible for any excess cost, but will receive no adjustment in the event the items are procured at a lesser cost. The Agency inspecting shall notify the Contractor in writing as to the number of products rejected and the reasons for rejection.

### **8) Termination**

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 *CFR*, sections 210.16[d] and 250.12[f][9]). The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR*, Section 200.339[a][3]). The Contract may also be terminated, in whole or in part, by the FSMC upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety (2 *CFR*, Section 200.339[a][4]). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

## **SECTION F - CONTRACT PROVISIONS AND SPECIFICATIONS**

Page 3 of 3

### **9) Title III (c) Assurance:**

The Contractor assures the Agency that no Title III (c) funds will be applied to the cost of or Title III (c) commodities used for the preparation of the products furnished for the Program under this contract.

### **10) Specifications:**

- a) **Product Packaging** - Shall be suitable for maintaining food product in accordance with local health standards. Container and overlay should have an airtight closure, be non-toxic material and be capable of withstanding extreme temperatures (hot and cold).
  - b) **Cold Product Units** - May be packaged in no-toxic plastic or paper.
  - c) **Product Packaging Identification** - Each package and/or cartons shall be labeled. Label to include:
    - i) Processor's name and address (plant.
    - ii) Item identify, product type
    - iii) Date of production
    - iv) Expiration date, if applicable
    - v) Quantity for individual units and unit size
  - d) **Food Preparation** - Food Products shall be prepared under properly controlled temperatures and assembled in accordance with State and Local Health Regulations.
  - e) **Food Specifications**- CN (Child Nutrition) labeling is required on all items bid. However, if bidder cannot provide CN labeling on all items being bid, bidder must be able to obtain or produce a product specification sheet signed by an official of the manufacturer (not a salesperson). At a minimum, the product specification sheet must list the ingredients by weight, and in sufficient detail to allow determination of the yield. (Please see attachment: A Management Bulletin, Nutrition Service Division No. 0-803)
- 11) Specifications for Products:-** The information below pertains to products that may not necessarily be part of this bid package but is included as general information. Even if you believe that the information below does not pertain to this IFB, please read it anyway and then go on to Section G.
- a) **Meat Product Specifications** - All meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under a U.S. Department of Agriculture approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery.
  - b) **Milk Product Specifications** - Milk and milk products are defined as A...fluid types of pasteurized flavored or unflavored whole milk or low-fat milk, or skim milk or cultured buttermilk which meet State and local standards for such milk...@ Milk delivered hereunder, or used in the ingredients thereof, shall conform to these specifications.

**Fresno Economic Opportunities Commission  
3100 W. Nielsen Ave  
Fresno, CA 93706**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

THIS DEBARMENT FORM MUST BE SIGNED AND SUBMITTED ALONG WITH THE PROPOSAL.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the U.S. General Services Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

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

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Company

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Name and Title of Authorized Representative

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Signature

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Date



**Fresno Economic Opportunities Commission  
3100 W. Nielsen Ave  
Fresno, CA 93706**

**CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

THIS DRUG-FREE WORKPLACE FORM MUST BE SIGNED AND SUBMITTED  
ALONG WITH THE PROPOSAL.

As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR 85, Sections 85.605 and 85.610, the bidder certifies that it will provide a drug-free workplace.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The bidder certifies that, as a condition of Award, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while conducting any business activity with the Agency.
- (2) If the bidder, or any employee of the bidder, is convicted of a criminal drug offense resulting from a violation occurring during the conduction of any business activity, the bidder will report the conviction, in writing, within 10 calendar days of the conviction, to the Agency.

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Company

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Name and Title of Authorized Representative

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Signature

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Date

**Fresno Economic Opportunities Commission  
3100 W. Nielsen Ave  
Fresno, CA 93706**

**Section I - CERTIFICATION REGARDING LOBBYING**

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 any agency, a Member of Congress, an officer or employee of Congress, or any 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 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, A 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 exceeding \$100,000 in Federal funds at all appropriate tiers 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.

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

Print Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**Fresno Economic Opportunities Commission**  
**3100 W. Nielsen Ave**  
**Fresno, CA 93706**

**BUY AMERICAN CERTIFICATION**

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

FEOC participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit school food service funds, to the maximum extent practicable, 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. and contains over 51 percent of its agriculture food component, by weight or volume, from the U.S

Two situations may warrant a waiver to permit purchases of foreign food products include:

1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. Product is significantly higher than the foreign product.

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

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

Attach additional sheets it necessary.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

To be submitted with bid response.