



**BID NO. C2256**  
**CHILD DEVELOPMENT CENTER**  
**FOOD SERVICES**

**LONG BEACH COMMUNITY COLLEGE DISTRICT**  
**Contracts Management**  
**4901 E. Carson Street**  
**Building T, Room 2031**  
**Long Beach, California 90808**

**BID TIMELINE:**

<b>Advertisement Dates:</b>	<b>5/9/22 and 5/16/22</b>
<b>Pre-Bid Inquiries Due:</b>	<b>5/17/22 – 10:00am</b>
<b>Addenda Issued By:</b>	<b>5/20/22</b>
<b>Bids Due:</b>	<b>5/24/22 – 2:00pm</b>

**NOTICE OF BID**

The Long Beach Community College District is inviting proposals to establish firm unit pricing to prepare, supply, and deliver hot lunches and milk as specified on attached pages to each of the two (2) Child Development Centers for the period of **July 1, 2022 through June 30, 2023** with the District reserving the option to renew for additional one-year periods, not to exceed five (5) years, at the same prices plus allowance for vendor’s increased costs of materials and/or labor (proof of cost increases must be furnished by vendor.)

Brief Description:	The District is looking for a qualified vendor to provide lunches daily at each of the two (2) Child Development Centers, in accordance with CACFP regulations.
Press Telegram Advertisement Dates:	<b>May 9, 2022 and May 16, 2022</b>
License Requirement:	Current Health Certification
Bid Document Location:	<a href="https://www.lbcc.edu/pod/current-rfprfq-bid-opportunities">https://www.lbcc.edu/pod/current-rfprfq-bid-opportunities</a>
Pre-Bid Inquiries/ Requests for Information:	<b>Due by May 17, 2022 at 10:00 a.m. to</b> Erica Bonilla – <a href="mailto:ebonilla@lbcc.edu">ebonilla@lbcc.edu</a>
Location to Receive Sealed Bids*:	Long Beach Community College District Purchasing Department - T, Room 2031 4901 E. Carson St., Bldg., Long Beach CA 90808 <b><i>*Please label all bids with the associated Bid Number</i></b>
Location of Bid Opening:	Long Beach Community College District Building & Room # TBD 4901 E. Carson St., Bldg., Long Beach CA 90808
Bids Due:	<b>May 24, 2022 at 2:00 p.m.</b>
Bid Opening Date/Time:	<b>May 24, 2022 after 2:00 p.m.</b>



To: Board of Trustees of the Long Beach Community College District:

In compliance with the advertisement of May 9, 2022 and May 16, 2022 calling for bids for Child Development Center Food Services, to the Long Beach Community College District of Los Angeles County, I hereby propose and agree to furnish and deliver such materials, supplies, and/or services at the unit prices hereinstated and in accordance with the Specifications and General Conditions attached.

By \_\_\_\_\_

Print or Type Name

Manual Signature

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

Address \_\_\_\_\_

City

State

Zip

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

**SPECIAL NOTICE TO BIDDERS**

For additional information call Erica Bonilla, Deputy Director, Purchasing & Contracts, at [ebonilla@lbcc.edu](mailto:ebonilla@lbcc.edu)  
State Resale Tax, or State Use Tax, will be paid by the Long Beach Community College District and is not to be included in the bidder's quotation unless so indicated on the form. Federal Sales Tax, if any, must be shown separately.

**Note: Bids submitted by fax or e-mail will NOT be accepted. Any bids which are not on the forms provided, completed fully, and signed will be considered non-responsive.**

**This Form is to be submitted with your bid.**

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CDC FOOD SERVICES**

The Long Beach Community College District is inviting proposals to establish firm unit pricing to prepare, supply, and deliver hot lunches and milk as specified on attached pages to each of the two (2) Child Development Centers for the period of **July 1, 2022 through June 30, 2023** with the District reserving the option to renew for additional one-year periods, not to exceed five (5) years, at the same prices plus allowance for vendor's increased costs of materials and/or labor (proof of cost increases must be furnished by vendor.)

1. Unit Prices awarded as a result of this price request shall remain firm for the service period. However, prices for milk and dairy products will escalate or de-escalate in accordance with changes in Class I, II and III price levels regulated by the California Department of Food and Agriculture, Milk Stabilization Branch.
2. Any changes (up or down) in price must be announced to the District by the 15th of the month preceding the month in which the change will occur. Any changes in prices must be documented by the California Bureau of Milk Market Enforcement announcement and be accompanied by conversion calculations showing manner of arriving at amount of change.
3. In the event of a price change effective between the opening date of this price request and the inception date of the contract, the successful vendor shall reflect any decrease and may reflect any increase at the beginning of the contract.
4. Each vendor will submit a copy of its public agency price schedule with terms and conditions, with the price request response. Responding vendors agree to enter into a contract purchase order with the District to provide the products and services at the lowest approved prices. In the event that the vendor establishes lower approved prices for the products and services contained in this price request at any time during the term of the service period, the vendor agrees to meet the lower prices for the products and services offered. Failure to advise the District within ten (10) days of price reduction to another purchaser may be cause for cancellation of any contract.

Estimated number of daily hot lunches per center is: **PCC Campus CDC – 72; LAC Campus CDC – 60.**

Estimated number of gallons of 1% milk on a weekly basis: **35.**

Estimated number of half gallons of soy milk on a weekly basis: **4.**

The quantities shown are estimates only based on the best information available at this time. The District reserves the right to order more or less than such quantities over the contract period.

**INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**

1. **BID PROPOSAL SUBMITTAL** – All bids shall be submitted in a sealed envelope bearing on the outside the Bidder’s name and address along with the bid number and title and the date and hour of the bid opening. Bid Proposals shall be delivered on or before **2:00 pm on Monday, May 24, 2022** to the Purchasing Department of the Long Beach Community College District, Bldg. T, Room 2031 at 4901 E. Carson Street, Long Beach, California 90808. Postmarks prior to this hour will not suffice. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place specified above.

2. **DATE AND TIME OF BID PROPOSAL SUBMITTAL** – The District will place a clock (“the District clock”) in a conspicuous location at the place designated for submittal of Bid Proposals. For purposes of determining the time that a Bid Proposal is submitted, the District clock shall be controlling. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after the scheduled closing time for receipt of bids and are non-responsive and will be returned to the Bidder unopened.

3. **BID FORM** – Bids shall be submitted in ink or typewritten on this form only. Bidders are requested to enter their firm name where designated on all forms. **All bids must be signed on pages 3, 9, 12, 13, 14, 15, 16, and 17 by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein.** Obligations assumed by such signature must be fulfilled. A signed copy of the proposal sheet must accompany your bid. The following supplemental information is to be included with the submitted bid:

- References
- Sample menu to include substitutions for children with allergies
- Current Health Certification
- Drug Free Certification
- Re Criminal History Certification
- Non-Collusion Declaration
- Current Health Department Inspection Report
- W-9

Any person may withdraw his bid personally or by written request at any time prior to the scheduled closing time for receipt of bids.

4. **ERRORS OR CORRECTIONS** – No erasures permitted. Mistakes may be crossed out and corrections inserted adjacent to the line but must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected, altered, or withdrawn after being opened, or specified withdrawal time period has elapsed.

5. **PRICES** – Bid each item separately. Prices must be stated in the units specified. Bidders must bid showing unit price and extension. In case of error in computations, the unit price shall prevail. Prices should be quoted net. Do not include California Sales Tax or Use Taxes in unit prices. Tax will be added and paid for by the District. Prompt payment terms will not influence the award of this bid (except in case of ties).

6. **EXAMINATION OF BID DOCUMENTS AND SITE** – Before submitting a bid, each Bidder shall examine (as applicable) the drawings and read the specifications of the bid and all other related documents. The bidder shall visit the site of the proposed work, examine the building or buildings, if any, and determine actual

conditions present. Bidders shall fully inform themselves of all conditions, in, at, and about the site, the building(s) or grounds, and all requirements of the bid.

7. **INTERPRETATION OF BID DOCUMENTS** – If any Bidder finds discrepancies in or omissions from the bid documents, Bidder may submit to the District a written request for clarification or correction thereof via e-mail to Erica Bonilla ([ebonilla@lbcc.edu](mailto:ebonilla@lbcc.edu)) by **10:00 a.m., on May 17, 2022**. Interpretations or corrections of the Bid Documents will be by written addenda issued by the District. A copy of any such addenda will be mailed, faxed, or delivered to each Bidder receiving a set of the Bid Documents. All addenda issued during the time of bidding shall be incorporated into the bid. No person is authorized to render an oral interpretation or correction of any portion of the Bid Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Bid Documents pursuant to the foregoing is a waiver of any discrepancy, defect, or conflict therein.

8. **BRANDS** – Brand names and/or specifications are given for descriptive purposes to indicate the quality, utility, and capabilities desired by the District; the specifications are not intended to restrict competition. It shall be understood that Bidder is bidding on the items specified unless bidder states specifically in the bid that the brand, make, or item proposed is not as requested. Alternate brands, which are different from those specified, shall be considered for award provided that the same quality, utility, and capabilities as those specified are available as determined solely by the Purchasing Department. District reserves the right to evaluate by demonstration, any alternate offer, to determine if alternate offer meets specifications.

9. **SAMPLES** – When requested, bidder shall submit properly marked samples of the article(s) on which bid is made to the District. Any sample submitted must be clearly marked in such a manner that the marking is fixed so that the identification of the sample is assured. Such markings shall state 1) name of bidder, 2) number of bid, and 3) item number. Samples, when required, must be furnished free of expense to the District, and if not destroyed by tests, will upon request be returned at bidder’s expense.

10. **REFERENCES** – Bidders shall furnish as references a list of customers in the general area who have purchased food services. The list of references shall accompany the bid proposal. A bid proposal submitted that does not contain a list of references may be deemed non-responsive by the District. In addition, bidder may be required to provide proof of financial responsibility, if requested. The District reserves the right to visit facility.

11. **MODIFICATIONS** – Changes in or addition to the bid form, alternate bids, or any other modifications of the bid form which are not specifically called for in the bid documents may result in the District's rejection of the bid as not being responsive to the invitation to bid. No oral, telephone, or faxed bids or modifications will be considered.

12. **FAILURE TO BID** – In the event Bidder does not desire to bid, but wants to be considered for future bids, Bidder should submit a "NO BID" on the Bid Response Sheet.

13. **EVALUATION** – The District specifically reserves the right to evaluate, in its absolute discretion, the total bid of the bidder and to judge the representation of bidder so as to select equipment which meets the specifications of the District.

14. **AWARD OF CONTRACT PURCHASE ORDER** – The District reserves the right to reject any or all bids, waive irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon compliance with District specifications. District will award a Contract Purchase Order (“Contract”) to the lowest responsive and responsible bidder offering a proposal meeting District specifications. Award of bid will

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be made to successful bidder immediately after acceptance by the Board of Trustees of the Long Beach Community College District.

If two identical low bids are received from responsive and responsible bidders, the District will determine which bid will be accepted by lot pursuant to Public Contract Code Section 20117.

All bids shall remain open, valid, and subject to acceptance for ninety (90) days after the bid opening.

**The District reserves the right to award each item individually, by section, or as a lot.**

15. **PAYMENT** – Bidder shall submit invoices referencing the Contract PO# to Accounts Payable via email to: [ap@lbcc.edu](mailto:ap@lbcc.edu) or submit to Long Beach Community College District, Fiscal Services, Y-14, 4901 E. Carson St., Long Beach, California 90808. Payment shall be made on completed shipments only and applicable discounts will be subtracted from invoiced amounts.

16. **DELIVERY**

A. Meals are to be delivered between 10:30 AM and 12:00 PM Monday through Friday\* to Long Beach Community College Child Development Centers at:

- PCC Campus CDC – 1305 E. Pacific Coast Hwy., Long Beach, CA 90806
- LAC Campus CDC – 4630 Clark Ave., Long Beach, CA 90808

***\*Centers are closed on District Holidays***

***Note exceptions to regular schedule: (subject to change).***

Both centers operate year-round with the exception of District-identified holidays and closures.

B. Meals shall be packed according to class size, estimated as follows:

- PCC Campus CDC – 2 classes of 24 & 2 classes of 12
- LAC Campus CDC – 2 classes of 24 & 1 class of 12

C. Only cold lunches are to be served on Fridays.

D. In the event meals are not delivered and Vendor is at fault, Vendor will reimburse the District any and all costs in providing meals for the centers for that day. Delays in delivery could result in cancellation of contract.

17. **INSPECTION AND ACCEPTANCE** – All items provided under this bid shall meet or exceed the bid specifications. A District representative will be available at each delivery site at the specified time at each specified delivery day to receive, inspect, and sign for the requested number of meals. The District representative will verify the temperature, quality, and quantity of each meal service delivery.

18. **SAFETY AND LEGAL REQUIREMENTS** – All food services referred to in this bid shall be in full compliance with the nutritional requirements as specified by the Child & Adult Care Food Program (CACFP).

19. **INSURANCE REQUIREMENTS** – The bidder warrants that it shall procure and maintain in full force and effect a policy or policies of insurance in accordance with the following minimum requirements:

- A. General Liability Insurance for bodily injury and property damage, including accidental death, in the combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- B. Automobile Liability insurance for bodily injury and property damage in an amount of not less than \$1,000,000 per occurrence with no annual aggregate limit.
- C. Worker's Compensation and Employer's Liability insurance in the amount required by law.
- D. Certificates of Insurance, reflecting Long Beach Community College District and its Board of Trustees as additional insured under all policies, except Worker's Compensation, must be provided prior to issuance of purchase agreement. Additional Insured endorsement are required and should accompany certificates of insurance. Certificate of Insurance shall provide (30) day prior written notice of cancellation.

Certificates of Insurance, reflecting Long Beach Community College District as additional insured, must be provided prior to issuance of contract purchase order.

20. **DAMAGE OF DISTRICT PROPERTY** – The Vendor and/or Contractor shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In the event of damage caused by any operation associated with the activities of the Vendor and/or Contractor, Vendor and/or Contractor agrees immediately to make all repairs and replacements necessary to the approval of the District, and at no additional cost.

21. **ASSIGNMENT OF THE CONTRACT** – No contract purchase order awarded under this bid shall be assigned without the prior written approval of the District.

22. **CANCELLATION** – The District reserves the right to cancel the contract purchase order by thirty (30) days written notice to Bidder. Reason for cancellation would include, but not be limited to, failure of vender to perform in a timely manner or unacceptable quality of service/equipment.

23. **CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS** – The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

24. **DEFAULT** – In the event a bidder to whom a Contract is awarded fails to perform in accordance with the terms and conditions of this bid, the District reserves the right to cancel outstanding orders and award to the next low responsible bidder without benefit of further bid.

25. **ANTI-DISCRIMINATION** – It is the policy of Long Beach Community College District that in connection with all work or services performed for the District, there be no discrimination against any prospective or active employee engaged in the work because of Race, color; Ancestry, national origin; Religion, creed; Age (40 and over); Disability, mental and physical; Sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions); Sexual orientation; Gender identity, gender expression; Medical condition;



Genetic information; Marital status; Military or veteran status, and therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act beginning with Labor Code Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed.

26. **EQUAL OPPORTUNITY** - The Vendor will take affirmative action to ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Vendors and subVendors shall comply with the provisions of the Fair Employment and Housing Act (California *Government Code*, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California *Administrative Code*, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code*, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California *Administrative Code* are incorporated into this document by reference and made a part hereof as if set forth in full.

26. **HOLD HARMLESS PROVISION** – The bidder shall hold the District harmless and at the District’s request defend from any or all damages, liability, costs, judgments, or obligations arising out of death, injuries, or damage to any person or property resulting from or in any way connected with the performance of failure to perform this contract by the Vendor, its officers, employees, subcontractors, or agencies.

27. **VENDOR/CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT** – While engaged in carrying out other terms and conditions of the contract purchase order, the Vendor and/or Contractor is an independent Vendor and/or Contractor and not an officer, employee, agent, partner, or joint venture of the District.

28. **GOVERNING LAW** – This contract shall be construed and interpreted according to the laws of the State of California.

29. **ADDITIONAL PURCHASE OPTION** – The District may purchase additional quantities at the prices established in this bid during the term of the contract purchase order.

30. **PIGGYBACK CLAUSE** – For the term of the Contract Purchase Order and any mutually agreed extensions pursuant to this request for bids, *at the option of the vendor*, other school districts and community college districts, any public corporation or agency, including any county, city, town, or public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

The Long Beach Community College District waives its right to require such other districts and offices to draw their warrants in the favor of the district as provided in said Code sections.

**Acceptance or rejection of this clause will not affect the outcome of this bid. Please sign one.**

Piggyback option granted:

\_\_\_\_\_

Signature

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Piggypack option not granted: \_\_\_\_\_  
Signature

Exclusions: \_\_\_\_\_

**SPECIAL CONDITIONS/REQUIREMENTS**

1. Provide the District, for approval, a proposed menu for each month at least ten (10) days prior to the beginning of the month to which the menu applies. Any changes to the menu made after the District's approval must be agreed upon by the District and documented on the menu records. Proposed menu to include options/substitutions for children with allergies, vegetarian, and other special/standard needs. A Bid proposal submitted that does not have a copy of the sample menu that includes options/substitutions may be deemed non-responsive by the District. It is encouraged to create a menu that reflects the diverse cultures of the centers.
2. Assure that each meal provided to the District under this Contract meets the minimum nutritional requirements as specified by the CACFP regulations.
3. Maintain full and accurate records that document: 1) the menus listing all meals provided to the District during the term of this Contract, 2) a listing of all reimbursable nutrition components of each meal, and 3) an itemization of the quantities of each component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA food buying guide of the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food.
4. Maintain such cost records as invoices, receipts, and/or other documentation that exhibit the purchase, or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.
5. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for the District. Meal count documentation must include the number of meals requested by the District.
6. District will notify vendor no later than Wednesday of week prior to service an accurate number of meals to be delivered to the centers for each day.
7. Allow the District to increase or decrease the number of meal orders, as needed, when the request is made at least 24 hours prior to the scheduled delivery time.
8. Clean up of containers for center staff shall be minimal. Vendor to provide liners/receptacles to store dirty/used dishes and containers.
9. Present to the District an invoice on a monthly basis with payment term of net 45 days from the date of the invoice. The Vendor agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon delivery time, spoiled or unwholesome at the time of delivery, are short of components, or do not otherwise meet the meal requirements contained in this agreement.
10. The Vendor shall ensure that all health and sanitation requirements of the California Retail Food Facilities Law, and Chapter 4 of the California Health and Safety Code, are met at all times and provide the District with a copy of current health permit for the food service facility in which it prepares meals. A Bid proposal submitted that does not have a copy of the permit may be deemed non-responsive by the District.
11. Operate in accordance with current CACFP regulations. District reserves the right to request recipes for home-made items and product formulation statements of Child Nutrition labels to support your menu items.

12. The District may require the Vendor to hold an annual presentation to the staff of the Child Development Centers of sample lunches during the month of August.
13. Retain all required records for a period of three (3) years after the end of the fiscal year (June 30th) to which they pertain (or longer, if an audit or administrative review is in progress); and upon request to make all accounts and records pertaining to the Contract Purchase Order available to the Certified Public Accountant hired by the District, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office for audit or administrative review at a reasonable time and place.
14. The Vendor certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals, or any subcontractors, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.
15. The Vendor to complete and submit with their bid the Drug Free Certification form. A bid proposal submitted that does not have a completed and signed Drug Free Certification form may be deemed non-responsive by the District.
16. The Vendor to complete and submit with their bid the Re Criminal History Certification form. A bid proposal submitted that does not have a completed and signed Re Criminal History Certification form may be deemed non-responsive by the District.
17. The Vendor is to submit with their bid the most current health department inspection report. A bid proposal submitted that does not have a current health department inspection report may be deemed non-responsive by the District.

**END OF SECTIONS FOR  
INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS,  
AND SPECIAL CONDITIONS**

**BID SPECIFICATIONS AND RESPONSE FORM**  
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1 ea                  Lunch                                  \$ \_\_\_\_\_

1 gallon              1% Milk    \$ \_\_\_\_\_

1/2 gallon            Soy Milk    \$ \_\_\_\_\_

- Vendor's containers to be returned? No                   Yes  Time frame for return \_\_\_\_\_
- Required number of days for District to notify Vendor of changes to proposed menu \_\_\_\_\_

**SUMMARY**

The Bidder certifies that in its operation of a Child and Adult Care Food Program, neither it nor its principals, or any subcontractors, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2022 at \_\_\_\_\_  
(city and state)

I declare under penalty of perjury under California law that the foregoing is true and correct.

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

Printed Name of Authorized Sign: \_\_\_\_\_

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

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

Address: \_\_\_\_\_ City: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Delivery Time: \_\_\_\_\_ Payment Terms: \_\_\_\_\_

**DRUG-FREE WORKPLACE CERTIFICATION**

I, \_\_\_\_\_, am the \_\_\_\_\_ of

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(Contractor Name)

I declare, state, and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor’s workplace and specifying actions which will be taken against employees for violation of the prohibition;
  - B. Establishing a drug-free awareness program to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. Contractor’s policy of maintaining a drug-free workplace;
    - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations;
  - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
  - D. Contractor agrees to fulfill and discharge all of Contractor’s obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to

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termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(City and State)

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

\_\_\_\_\_  
(Handwritten or Typed Name)

**CERTIFICATION RE CRIMINAL HISTORY**

I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_ (“Vendor”).  
(Printed or Typed Name) (Title) (Name of Firm)

I declare, state, and certify all of the following:

1. \_\_\_\_\_ proposes to enter into a contract purchase order (“Contract”) with the Long Beach Community College District (“District”) to provide food services.
2. I am aware of the provisions of the following code sections of the State of California with respect to certain felonies: violent felonies, as that term is used at Penal Code §667.5(c); serious felonies, as that term is used at Penal Code §1192.7(c); sex offense felonies, as that term is used at Education Code §87010; and, controlled substance offense felonies, as that term is used ad Education Code §87011 (collectively, “specified Felonies”).
3. I acknowledge that, for the purposes hereof, any offense in any other jurisdiction which would have been a felony under any of said code sections if committed in the State of California also is a Specified Felony.
4. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following and, based on said knowledge and/or inquiry, I certify that no person who has been convicted of a Specified Felony shall provide services to District under the Contract if awarded.
5. I am aware and acknowledge that, if any person who has been convicted of a Specified Felony provides services to District under the Contract, then, in the sole discretion of District: a) the same may constitute a material breach of the Contract; and/or, b) the same may be grounds for termination of the Contract for cause.
6. I am authorized to execute this Certification re Criminal History on behalf of \_\_\_\_\_.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2022.  
(City and State)

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



**NON-COLLUSION DECLARATION TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.  
(Title) (Contractor Name)

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

and this declaration is executed on this Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ at

\_\_\_\_\_  
(City, County and State)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Address)

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

\_\_\_\_\_  
(City, County and State)

(\_\_\_\_\_) \_\_\_\_\_  
(Area Code and Telephone)

**PRU-2 CHINA PROHIBITION CERTIFICATION**

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 \_\_\_\_\_ certify that any and all poultry  
(Vendor Name)

products 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}.

Executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(City and State)

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

\_\_\_\_\_  
(Handwritten or Typed Name)