Santa Barbara Unified School District (SBUSD)

Addendum 2 – August 7, 2020

NOTICE TO ALL VENDORS SUBMITTING FOR

#P20/21-01 Food Service Supply Products
#P20/21-02 Food Service Grocery Products
#P20/21-03 Food Service Dairy and Milk Products
#P20/21-04 Food Service Produce

You are hereby notified of the following changes, clarifications or modifications to the original bid documents. This Addendum shall supersede the original bid documents, and any previous Addenda wherein it contradicts the same and shall take precedence over anything to the contrary therein. All other conditions remain unchanged.

A SIGNED COPY OF THIS ADDENDUM IS TO BE INCLUDED WITH YOUR BID RESPONSE. FAILURE TO DO SO MAY DEEM YOUR BID NON-RESPONSIVE.

Addendum 2 acknowledgement:

_____	X_____
Bidder (Company Name)	**Signature of authorized representative**

1. **Replacement of Attachment "B" - School & Facility List:** Pg 49 "Attachment B - School & Facility List" is deleted and replaced with "Attachment B - School & Facility List Add No 2 20200807".

2. **The following clause is added to INSTRUCTIONS TO BIDDERS document:**
   37. FORCE MAJEURE CLAUSE
   Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected, which occurs without its fault or negligence, and which it is unable to prevent by exercising reasonable diligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention- acts, or failures or refusal to act by government authority, and other similar occurrences. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement
   Force Majeure shall not include the following occurrences:

A. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
B. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.
C. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. Responses to "Requests for Information":

A. Could the packaging deliveries be made to one central location?
Response A - Yes. Food Service Supply Products can be delivered to our Warehouse.

B. Will there still be a public opening even with COVID restrictions?
Response B - Yes. However you must make an appointment and adhere to the following policy:

COVID-19 Health and Safety Policy for Short-Term Visitors
During the COVID-19 pandemic, visitors to SBUSD must:

- have a confirmed appointment with an SBUSD staff member. No walk-in visitors are permitted at this time.
- wear a face covering over your nose and mouth at all times.
- maintain physical distance of 6 feet from others.
- wash or sanitize your hands. Restrooms and/or touchless hand sanitizer stations are available at our locations.
- follow all other SBUSD health and safety protocols when requested to do so.

Please do not visit any SBSUD worksite if:

- you have had close contact in the past 14 days with a person diagnosed with COVID-19, OR
- you are experiencing symptoms associated with COVID-19. These include:
  - fever or symptoms of a fever (temperature over 100.4 degrees F.)
  - cough not due to a chronic or known condition
  - shortness of breath or difficulty breathing
  - chills
  - fatigue
  - muscle or body aches
  - headache
  - sore throat
  - congestion or runny nose
  - nausea or vomiting
  - diarrhea

- new loss of taste or smell

Our staff are available by phone and email. If you need to conduct your business in person, please call (805) 963-4338 x6282 or email vmjohnson@sbunified.org to make an appointment for the bid opening

Thanks for helping us keep you, our staff, and our community safe.

C. If we would like to hand-in our bid, will the District Office be open to receive these even under COVID restrictions?

Response C - Yes. Refer to response B for visitor policy during pandemic conditions.

D. Per bullet 3. On page 5: Bidders who wish to submit pricing for an "or equal" item substituted for one listed on the Pricing Schedule, must maintain the same Item number as the originally listed item. Bidders must list the Alternate Brand/Manufacturer's Product Code in the space provided, and include any other descriptive information or difference in pack size in the adjacent space. If a Bidder wishes to submit pricing for both the originally listed item, AND a substituted "or equal" item, they should list the substitute item on a separate line, with the same Item number. However, the Item # columns is blank.

Response D - If you have more than one item of the same please add it to the "Comments" section below at the bottom of the page and reference its item number, with the item number you added to the original form, in the "Comments" section next to it. You could also submit additional items on a separate page. Bidders supply their own item # that corresponds to the item description.

E. Are these considered 4 different bids to be submitted in 4 separate sealed bids?

RFB #P20/21-01 Food Service Supply Products; RFB #P20/21-02 Food Service Grocery Products:RFB #P20/21-03 Food Service Dairy and Milk Products; RFB #P20/21-04 Food Service Produce

Response E - They are considered 4 different bids, but are not required to be submitted in separate sealed bids should a bidder choose to bid on multiple.

F. Are juices in the Dairy & Milk Products frozen or aseptic?

Response F - Juices in the dairy bid are frozen juices.

G. On the above juices (F), will SBUSD consider 4.23 oz or 6.75 oz size as alternates? Or must they be 4oz and 6oz?

Response G - We will consider larger size juices however the lowest price per unit will be considered and not the lowest price per ounce.

H. Fluid milk is a commodity which does not have consistent pricing throughout the year. For RFB #P20/21-03: Food Service Dairy and Milk Products, is SBUSD asking for bid pricing on the below items to be a fixed case price through 6/30/21?

Response H - Escalating milk prices shall be based on the average July 2020 prices.

I. Which manufacturers has SBUSD diverted commodity pounds to? Please let us know so that we may bid the correct manufacturers and offer the best pricing for SBUSD.

Response I - SBUSD did not divert commodity products to processors this year.

End of Addendum 2 –
#P20/21-01 Food Service Supply Products
#P20/21-02 Food Service Grocery Products
#P20/21-03 Food Service Dairy and Milk Products
#P20/21-04 Food Service Produce

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August 7, 2020

Enclosures:

Attachment B - School & Facility List Add No 2 20200807