

District Contact Information:

Cajon Valley Union School District

Mailing Address: P.O. Box 1007, El Cajon, CA 92022-1007

Purchasing Department

Physical Address: 225 Roanoke Road, El Cajon, CA 92020

Phone: (619) 588-3010 Fax: (619) 441-0843

INFORMATION FOR BIDDERS

1. Cajon Valley Union School District invites vendors to submit sealed bids for the procurement of goods and services by the district. To streamline the process of executing these sealed bids, Cajon Valley Union School District is conducting all bids online using eSchoolMall's easyBid application (www.eschoolmall.com). For any questions concerning use of the application, bidder may contact eSchoolmall customer support at 1-877-969-7246 x3 or e-mail support@eschoolmall.com.
2. SECURING DOCUMENTS: Plans, specifications and other contract document forms will be provided with each Bid as electronic documents. These electronic documents can be downloaded and reviewed, filled out online or updated by hand as directed within the bid specific Terms and Conditions.
3. PROPOSALS: Bids to receive consideration shall be made in

accordance with the following instructions:

(a) Bids shall be provided to vendors through eSchoolmall's easyBid application. All information will be added and submitted by said vendor directly through easyBid application. Quotations are to be verified before submission as they cannot be corrected after bids are opened. No oral or telegraphic modifications will be considered.

(b) Before submitting a bid, bidders shall carefully examine the plans, read the specifications, and the forms or other electronically attached documents. They shall fully inform themselves as to all existing conditions and limitations, and shall include in the bid a sum to cover the cost of all items included in the contract. No allowance will be made because of lack of such examination or knowledge.

(c) The use of the name of a manufacturer, or any special brand or make, in describing any item in the Bid is listed only as an indication of the standards of quality and utility to that cited and does not restrict bidders to that manufacturer or specific article. An equal of the named product will always be given due consideration unless noted as "No Substitutions". If the item is being bid as specified, Bidder will select the "Quoted as specified checkbox" for each line item. If Bidder is responding with an alternate item, then bidder shall indicate alternate item within the item response notes and NOT select the "Quoted as specified" checkbox.

(d) All equipment and/or materials on which bids are submitted must in all cases be equal or better in quality and utility to those manufacturers or brands specified by the District.

(e) Quantities shown in the specifications shall be understood as indicating the probable needs, more or less, of the Cajon Valley Union School District. In the event that brand names cannot be specified, bidders shall indicate the quality of the materials proposed in item response notes fields.

(f) Bids that require minimum purchases will not be accepted.

(g) The make or brand and grade of the article on which the bid is submitted should be stated in the bid response. If the District does not specify Make or Brand, the Bidder will need to add specific Make and Part number based on information within the terms and conditions. It will be understood to be the specific article named by the District. In the event that brand names cannot be specified, bidders shall indicate the quality of the materials proposed within the response notes of each line item.

(h) No quotation shall include California sales or use tax, or Federal excise tax.

(i) All quotations on items shall be F.O.B. school district locations or other points specified.

(j) No charge for packing, draying, postage, express, or for any other purposes will be allowed over and above the prices quoted on the bid.

(k) Bids shall be submitted electronically through eSchoolmall's easyBid application on/or before the day and hour set for the opening of bids in the NOTICE TO BIDDERS published in the San Diego Commerce. It shall be the sole responsibility of the Bidder to submit bid in proper time. No Bids will be accepted by the application once the deadline has expired. Bid forms submitted via facsimile machine will not be accepted.

4. **QUANTITIES:** Quantities shown in the specifications represent the approximate amounts to be ordered within the contract period, not per order. BIDS THAT REQUIRE MINIMUM PURCHASES WILL NOT BE ACCEPTED.

5. **MODIFICATIONS:** Changes in or additions to the bid form, recapitulation of the work bid upon, alternative proposals, or any other modification of the bid form(s) which is not specifically called for in the contract documents may result in the District's rejection of

the bid as not being responsive to the invitation to bid.

6. ADDENDAS OR BULLETINS: Any addenda issued by the Cajon Valley Union School District during the time of bidding or forming a part of the documents for the preparation of his bid, shall be published as an addendum electronically and shall be made a part of the contract.

7. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid, by submitting a written request to the district, at any time prior to the scheduled time for opening of bids, but not after the bid opening. Once request has been received, by Cajon Valley Union School District, the bid facilitator can electronically return the bid to vendor. If vendor intends to participate in bid after bid has been returned, vendor will need to re-submit bid to be included.

8. OPENING OF BIDS: Bids will be opened publicly through easyBid.

9. AWARD OF BID: The Contract will be awarded to the lowest responsive, responsible bidder(s). The Governing Board of Cajon Valley Union School District, however, reserves the right to reject any/or all bids, to accept or reject any one or more items of a bid, award bids based on total quantity for groups of similar items, and to waive any informality in the bids or in the bidding. The determination of the Board as to what constitutes an irregularity shall be final and conclusive.

10. IDENTICAL BIDS: Pursuant to Section 20117 of the Public Contract Code, in the event there are two or more identical lowest or highest bids, as the case may be, submitted to a school district for the purchase, sale or lease of real property, supplies, materials, equipment, services, bonds, or the awarding of any contract, pursuant to a provision requiring competitive bidding, the governing board of any school district may determine by lot which bid shall be accepted. When bids are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.

11. WITHDRAWAL OF BIDS AFTER OPENING: No bidder may withdraw his bid for a period of ninety (90) days after the date set for the opening thereof.

12. INTERPRETATION OF DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, he may contact the Cajon Valley Union School District, Purchasing Department, to request an interpretation or correction thereof. The District may require that such request be in writing, in which case the person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by Cajon Valley

Union School District through the application electronically. The Cajon Valley Union School District will not be responsible for any other explanation or interpretation of the proposed documents.

13. ASSIGNMENT OF CONTRACT: The Successful Bidder shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this bid form, which he may be awarded, or any rights accruing there under, title or interest therein, funds to be received hereunder, or any power to execute the name without the consent in writing of the Board of Education. Notice is hereby given that the District will not honor any assignment made by the Bidder unless the consent in writing, as indicated above, has been given.

The bid is being issued pursuant to California Education Code Sections 39640, 39641, and 39873.

14. PAYMENTS/INVOICES: After delivery of any or all of the items hereinabove set forth and their acceptance by the Governing Board's representative, the District agrees to pay to the Vendor, within a reasonable and proper time, and the Vendor agrees to accept in full payment therefore, the sums set opposite each item. Unless otherwise specified, the Vendor shall render invoices for materials delivered or services performed under the contract to Cajon Valley Union School District, P.O. Box 1007, El Cajon, CA 92022-1007, or email to

invoices@cajonvalley.net. Invoices shall be submitted immediately in a form acceptable to the District, under the same firm name shown on the contract. The Vendor shall list separately any taxes payable by the District and shall not include excise tax in the prices listed thereon.

15. CASH DISCOUNTS: Cash discounts shall be taken and computed from the date of acceptance of material or the date of the receipt of the invoice, whichever is later. Cash discounts of less than 30 days will be considered net.

16. ESCALATION/PRICE ADJUSTMENTS: The successful bidder shall agree to negotiate any price change it requests and to supply the District with adequate pertinent documentation from the manufacturer or supplier to support any price change requested. All notifications of price adjustments must be made in writing by the successful bidder and received by the District at least thirty (30) days prior to the effective date of the adjustment. The District shall review and analyze all requests for price increases, based upon market conditions, and shall determine whether or not the requested price increase is justified. Vendors should note that no price changes can be effective until the request for the price change, with supporting documentation has been accepted by the District. The decision of the District will be final.

Should there be, at any time during the period of deliveries under the

contract, a decrease in prices of the commodities herein provided for, a corresponding decrease will be made in the prices on the balance of the deliveries so long as the lower prices are in effect and the Successful Bidder shall notify the District by letter in event of any such decline in prices.

17. INSURANCE: The Vendor shall maintain adequate insurance to protect him from claims under Workmen's Compensation Acts and from claims for damages of personal injury, including death and damage to property, which may arise from operations under this contract. The Vendor may be required to file certificates of such insurance with the District. Failure to furnish such evidence, if required, may be considered default by the Vendor.

The Vendor shall take out and maintain, during the life of this contract, such Public utility and Property damage insurance as shall protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operations under this contract. For any of the work done under this contract, the Vendor shall also take out and maintain such Vendor's contingent or protective insurance that will protect him and the District from damage claims arising from the operations of any employee.

18. PERMITS AND LICENSES: The supplier and his employees or agents

shall secure and maintain in force such licenses and permits as required by law in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with the requirements of the law.

19. EXCLUSIVITY: The District agrees to use the designated contract supplier as an exclusive source for the various items and services as listed herein as well as for comparable substitutes and supplemental items. The only anticipated exceptions might be in time of emergency or other authorized bid such as the North County Educational Purchasing Consortium (NCEPC) bids.

The designated supplier reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when the District would need to seek other interim product sources. Failure to deliver 100% of the awarded items on this list - within 48 hours - shall be considered a default.

In case of default by the Successful Bidder, the District after due notice (oral or written) may procure the necessary supplies from other sources and hold the vendor responsible for any excess cost occasioned thereby. Continuous instances of default may result in cancellation of the contract and removal of the Bidder from the bid list for the duration of the ensuing year, at the option of District officials.

20. CHANGES TO SCHEDULE, PRICING, AND/OR CONTRACT

The District reserves the right to make additions to, or deletions from the delivery sites to be served, any time during the period of the contract(s).

The District reserves the right to add or delete any and all related products at any time during the period of the contract(s)

The District reserves the right to cancel any awarded contract for any reason determined by the District to be detrimental to the health and welfare of students or school personnel or that seriously affects the quality of the service and to hold the vendor in default if he has caused such condition to arise. Such cancellation may be made by the District by giving thirty (30) days written notification to the supplier.

21. VENDOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT:

While engaged in carrying out and complying with the terms and conditions of the contract, the Vendor must be an independent Vendor and not an officer, employee, or agent of the District.

22. TOLL CHARGES: If it is necessary that the District place long distance telephone calls in connection with the purchase order/contract (for complaints, adjustments, shortages, failure to deliver, etc.) the

supplier shall accept charges for these calls on a reverse charge basis.

23. FUEL SURCHARGES: Additional fuel surcharges on invoices will not be accepted as delivery is F.O.B. destination with any delivery costs to be included in bid pricing.

24. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the execution of this bid, the bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The bidder shall take affirmative actions to ensure the applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

25. I.R.S. REQUIREMENTS: The District shall view the legal position of the bidder as an "Independent Vendor" and that all persons employed to furnish services are employees of the bidder and not of the District.

(a) The District shall not be liable for any of the Vendor's acts or omissions performed under the contract to which the bidder is party.

(b) The bidder will complete IRS form W-9 providing tax payer identification number and also indicate whether bidder is a corporation, sole-proprietor, partnership, individual, etc. This form will be provided to the successful bidder.

26. MICHELLE MONTOYA SCHOOL SAFETY ACT (CHAPTER 588, 1997 STATUTES)

(COMMUNICATION WITH PUPILS): In performing this Agreement, the successful Bidder shall be required to prohibit its employees and its subcontractors from having contact with pupils.

Any employees who perform services under this agreement will not be permitted to come in contact with pupils or communicate with pupils. In the event Bidder fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Bidder shall defend, indemnify, protect, and hold Cajon Valley Union School District and its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury, damages, expenses, charges or costs of any kind or character whether to the District or to any person or property which arise from or are connected with or are caused or claimed to be caused by Bidder's failure to prohibit its employees from having pupil contact or communication.

Any employee and/or subcontractors hired by Bidder shall be

subject to and shall comply with this provision. Bidder and employee/subcontractor shall be jointly and severally liable for any injury that results from employee/subcontractor's failure to comply with this provision.

27. ETHICS IN BIDDING: The District expects the Bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one Bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Bidder to secure a lower proposal from another Bidder on that project (bid shopping). Suppliers should not request information for the Vendor regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). District will consider any Bidder found to be engaging in such practices to be a non-responsive Bidder and may reject its bid on that ground.

28. BID BOND REQUIREMENT: This bid shall waive the bid bond requirement.

29. BID FORM: Vendors are expected to complete & sign Bid Form. Form must be received by bid opening. Form can be faxed (619) 441-0843, e-mailed to bid administrator, or electronically attached to bid. (The signed original will be requested upon award of bid.)

30. VENDOR'S STATEMENT REGARDING MAINTAINING A DRUG FREE WORKPLACE:

Vendors are expected to complete & sign Vendor's Statement Regarding Maintaining a Drug Free Workplace Form. Form must be received by bid opening. Form can be faxed (619) 441-0843, e-mailed to bid administrator, or electronically attached to bid.(The signed original will be requested upon award of bid.)

31. CERTIFICATE REGARDING WORKER'S COMPENSATION: Vendors are expected to complete & sign Certificate Regarding Worker's Compensation Form. Form must be received by bid opening. Form can be faxed (619) 441-0843, e-mailed to bid administrator, or electronically attached to bid. (The signed original will be requested upon award of bid.)

32. NONCOLLUSION AFFIDAVIT: Vendors are expected to complete & sign Noncollusion Affidavit Form. Form must be received by bid opening. Form can be faxed (619) 441-0843, e-mailed to bid administrator, or electronically attached to bid. (The signed original will be requested upon award of bid.)

33. DVBE: Minority, women, and disabled veteran bidders are encouraged to submit bids; three percent (3%) participation is encouraged. Bidders are encouraged to publish ads in a trade paper and DVBE focus paper as a good faith effort and provide any documentation with their bid.

34. FILL OUT BID COMPLETELY: including FULL manufacturer name, FULL

brand/trade mark name where applicable, part number and SKU number. If

N/A, indicate on bid item response notes. Bids that are not filled in

completely will be deemed unresponsive.

Bid Contact Information:

Amanda Cropp, Buyer, Purchasing, (619) 579-4866 or cropp@cajonvalley.net

Mark Mendoza, Director, Child Nutrition, (619) 588-3111

Cajon Valley Union School District

Purchasing Department

Mailing Address: P.O. Box 1007, El Cajon, CA 92022-1007

Physical Address: 225 Roanoke Road, El Cajon, CA 92020

(619) 588-3010 Fax: (619) 441-0843

Child Nutrition Department

Physical Address: 225 Roanoke Road, El Cajon, CA 92020

Phone: (619) 588-3111 Fax: (619) 588-3668

SPECIAL PROVISIONS

1. GENERAL SPECIFICATIONS

Refrigerated items shall be loaded on the delivery vehicle at a product temperature not to exceed 40 degrees Fahrenheit and transported via refrigerated truck in such a manner that the food shall maintain and arrive at its destination with a product temperature not to exceed 40 degrees Fahrenheit. The District may reject any refrigerated product that arrives at a temperature that exceeds 45 degrees Fahrenheit.

Frozen foods shall be delivered at a temperature range of 0 degrees to -10 degrees.

All material furnished must be in conformity with the specifications and will be subject to inspection and approval of the Director of Child Nutrition after delivery. The right is reserved to reject and return at the risk and expense of the vendor such portion of any shipment which may be defective or fail to comply with specifications, without invalidating the remainder of the order. If rejected it will be held for disposition at the expense and risk of the vendor.

2. BRANDS

The brands and products specified on the itemized bid form are the only brands and products currently known to meet the District's requirements. Bidders may offer other brands and products which will be subject to the District's evaluation. If the Bidder desires to bid on an item of equal character and quality, the item must be clearly identified with the brand name and product number. Such substitution shall be accepted only if determined by the District to be equal or superior in all respects to that specified. The decision of the District shall be final.

It is strongly recommended dealers buy food produced in the United States unless (1) food requirements can only be met with foreign goods, (2) the products are not produced within the United States in

sufficient quantity or quality, or (3) the cost of the domestic food product is significantly higher than foreign products.

3. BID ITEMS LISTED AS “NO SUBSTITUTIONS”

Items that indicate no substitutions are listed as such as these items currently meet exact menu nutritional analysis standards.

Substitutions may be bid and considered, but must be equal in nutritional analysis to include, but not limited to, calorie count, fat content, sodium, trans fats, and serving size. Products that do not meet the same nutritional analysis specifications will be not be considered for an award due to the impact on the menu.

If you are bidding an alternate to an item noted as no substitutions, please specify in the note field the manufacturer, case count, and SKU number of the item being bid. Nutritional analysis must be provided upon request.

4. NUTRITIONAL INFORMATION

The Bidder will be required to provide a complete nutrient analysis of each product upon request by the district. The nutrient information may be obtained from an independent laboratory report. A sample form and instructions are attached.

The following information will be required from the manufacturer:

weight (gm), water content (gm), calories (Kcal), protein (gm)
carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), transfat (gm), dietary fiber (gm), vitamin A (IU), vitamin c (mg), calcium (mg), and iron (mg), to include ingredient listing and nutritional information.

Please provide your brokers with the Child & Adolescent Trial for

Cardiovascular Health (CATCH) "Eat Smart" criteria for fat and sodium content of vendor food products that has been attached to this bid. The district would like to meet these criteria with its menu offerings by providing lower sodium entrees and higher fiber (whole grain) products.

For your information, the Child Nutrition Department is mandated by the U.S.D.A. to plan menus with the following nutritional targets:

	Elementary (Grades K-5)	Middle School (Grades 6-8)
Calories:	664	825
Fat:	Less than 30% (22gm)	Less than 30% (27.5gm)

As well, the Healthy Meals for Children Act, passed by Congress in 1996, requires school district's student nutrition services to provide school meals that conform to the Dietary Guidelines established by the United States Department of Agriculture (U.S.D.A.).

The 2005 Dietary Guidelines for Americans advise consumers to:

- Consume a variety of nutrient-dense foods and beverages within and among the basic food groups while choosing foods that limit the intake of saturated and trans fats, cholesterol, added sugars, salt,

and alcohol.

- Meet recommended intakes within energy needs by adopting a balanced eating pattern.

The U.S.D.A. recommends, therefore, to decrease sodium and increase fiber in the menu items at all grade levels:

Sodium:

Less than 600 mg sodium per breakfast and

Less than 800 mg sodium per lunch

Fiber:

Increase to 4 g fiber per meal, if possible

5. PEANUT CONTAMINATION

Upon award, vendor will be required to submit a listing of awarded food items manufactured in a facility with peanut products.

6. PACKAGING

All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged packages may be rejected and returned for credit or immediate replacement, as determined by the

District at the time of the delivery, at no cost to the District for product or freight. Shipping containers shall not have holes which expose product, and shall be designed to prevent collapse and subsequent damage to the product.

Bulk packaged product must be contained within a food grade poly liner inside the case. Shipping containers shall not have holes which expose product, and shall be designed to prevent collapse and subsequent damage to the product.

7. LABELING

All ingredients must be declared on the product label, as required by the Food and Drug Administration. Packages of product shall be clearly and legibly labeled with product name, open code dating, and weight.

Cases of product must indicate pack code or expiration date. If code is encrypted, the District may request that Vendor provide key from manufacturer to decode information.

8. VENDOR INVENTORY LEVEL

The Successful Bidder shall maintain at least a week's supply of all items, or approximately 3% of the estimated usage provided on the Quotation Sheets. The Successful Bidder shall adjust the inventory level for each item either upwards or downwards as order patterns are set during the contract period.

9. DELIVERY SITE

DELIVERY SITE	Address	Delivery Time
Child Nutrition Center (Central Kitchen)	225 Roanoke Rd. El Cajon, CA 92020	Monday - Thursday 6:00 a.m. - 10:30 a.m.

Child Nutrition Director: Mike Mendoza, Director (619) 588-3111

Supervisor: Kathie Ward (619) 588-3113

Supervisor: Bonnie Pequignot (619) 441-6189

Evidence of reasonable protection for the Cajon Valley Union School District is requested from Successful Bidder via bonded employees, or other assurance to insure protection of the District's property, facilities, District personnel, and any and all person affected on our premises. Delivery vehicles must be operated with extreme caution and in a completely safe manner while on school grounds and in the vicinity of the schools.

10. AWARD OF CONTRACT

The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding.

The District reserves the right to award any one item by line item or by lots, and in any combination as is deemed to be in the best interest of the District.

The period of this award shall be from July 1, 2011 through June 30, 2012. The District shall have the option to renew the contract on an annual basis up to four (4) additional years providing all bid conditions have been met to the satisfaction of the District with an allowance for cost increase not to exceed five percent (5%) markup on each awarded bid item per year with documentation to support the same.

It must be clearly evident to the District that a Bidder is capable of delivering promptly all items on the bid list and acquiring, on short notice, any peripheral items which might be required.

Bidders are advised that the District reserves the right to reject a bid from a Bidder that cannot demonstrate the ability to provide the products and services required. Bidders are subject to providing verification that they have been in the business as required for compliance with the requirements of this Invitation to Bid for at least six (6) months.

Service is a factor in the determination of this award. A Bidder's past delivery and performance practices relating to any previous or existing contracts will be examined. Bidders who have

demonstrated unsatisfactory performance will be subject to disqualification as a responsible Bidder, disqualifying the Bidder for contract award.

11. DELIVERY

The Bidder agrees to furnish and deliver at all times during the period of the contract, beginning July 1, 2011 and ending June 30, 2012 upon request of the Director of Child Nutrition of said District, and the items and articles which may be awarded to the Bidder, in such amounts and quantities within the terms of the contract, as the District may prescribe. If during the period of the contract it is necessary that the District place toll or long distance telephone calls in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.) it is understood that the vendor will bear the charge or expense for all such calls.

Vendor agrees to make deliveries as requested by District Child Nutrition Department. District reserves the right to refuse late deliveries. District will not be liable for purchase of product or any charges that might be levied by Vendor from attempted delivery of late product.

It is important to note the delivery of items on a scheduled basis is critical to meet the menu requirements of the National School Breakfast and Lunch programs. Therefore, if a vendor fails to deliver an awarded

item on a consistent and timely basis, this will constitute a default of contract for the line item and the line item will be re-awarded to the next lowest bidder.

12. ADDITIONAL DOCUMENTATION

To be responsive, all bids shall be accompanied by:

- (a) AGRICULTURAL CODE: All bids shall be accompanied by a certification that the Bidder has complied with all requirements of the agricultural code and other regulations of the State of California. Form must be received by bid opening. Form can be faxed (619) 441-0843, e-mailed to bid administrator, or electronically attached to bid.
- (b) HEALTH PERMIT: Vendors must provide a copy of latest satisfactory County Food Service HEALTH PERMIT. Form must be received by bid opening. A copy of latest satisfactory County Food Service HEALTH PERMIT is to be attached.
- (c) HACCP: All bids shall be accompanied by a plan that describes the HAZARD ANALYSIS AND CRITICAL CONTROL POINT (HACCP) procedures in their facility. Plan must be received by bid opening. Plan can be faxed (619) 441-0843, e-mailed to bid administrator, or electronically attached to bid.
- (d) REFERENCES: Vendors are expected to complete the LOCAL FOOD SERVICE OPERATIONS REFERENCES form. Form must be received by bid opening. Form can be faxed (619) 441-0843, e-mailed to bid administrator, or electronically attached to bid.

13. CERTIFICATION REGARDING SUSPENSION AND DEBARMENT, LOBBYING

Contractors who will perform more than \$25,000 in business with the District during the fiscal year must complete the Suspension and Debarment Certification, U.S. Department of Agriculture and Certification regarding Lobbying (and, if applicable, Disclosure of Lobbying Activities) forms. (These forms will be included with the award documents.) The District is prohibited from contracting with vendors that are on the U.S. General Services Administration's suspension and Debarment List. The Suspension and Debarment Certification is required to document that the vendor or any of its key employees have not been debarred, proposed for debarment, or suspended by a Federal agency. Additionally, the District is required to obtain information from the Contractor regarding lobbying activities.

If the debarment/suspension occurs during the term of the contract, the District will not exercise its right to renew under the contract conditions.

14. LIQUIDATED DAMAGES

In the event that the contractor fails to deliver the ordered goods by the time specified in the contract, the District may impose a late delivery penalty charge. This penalty shall be taken as a credit against the contractor's invoice to the District. The penalty charge shall be imposed at a rate of 3.5% per day against the total dollar value of the later delivered goods. Assessment of late fees shall not negate any of the other rights and remedies as stipulated in the contract.

15. SHORTAGES AND SUBSTITUTIONS

In the event vendor is unable to deliver an item as specified in this contract, notification of shortage must be made at least 24 hours prior to scheduled delivery to the Child Nutrition Department at fax number 619-588-3668, or by calling the assistant buyer, Cindy Segui, at (619) 588-3111. An equal or better substitute product must immediately be made available to the District for approval and

subsequent distribution at no additional charge to the District for product, freight, or redelivery to District sites. Substitutions in quality or quantity must receive PRIOR approval from the Child Nutrition Department in order to qualify for payment.

16. SAMPLES

Each item offered shall be subject to a product evaluation conducted by a representative group from the District. The decision of the District shall be final.

Within five (5) business days of request by the District, the Bidder must submit, at no charge to the District, up to two (2) product run samples for each bid item offered and requested for evaluation.

**Samples of items, when requested, must be plainly marked with the name of Bidder, bid number, and item number from bid.

Samples must be furnished free of expense to the Cajon Valley Union School District.

In all cases when a sample is taken from a shipment and sent to a public testing laboratory for test, and the test shows that the sample does not comply with the specifications, cost of test will be charged to the vendor.

Failure to submit samples if requested to do so will disqualify those

items on the bid.

Submit all samples directly to:

Cindy Segui, Assistant Buyer

Cajon Valley Union School District

Child Nutrition Center Warehouse

225 Roanoke Road

El Cajon, CA 92020

Failure to comply with sample and evaluation requirements, including sample delivery time frame, may result in the Bidder's disqualification for contract award.

17. REQUIREMENTS OF THE AGRICULTURAL CODE AND OTHER REGULATIONS OF THE STATE OF CALIFORNIA

All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Processor's plant is located or by the applicable federal standards, whichever are higher. All bids shall be accompanied by a certification that the Bidder has complied with all requirements of the agricultural code and other regulations of the State of California.

A copy of latest satisfactory County Food Service HEALTH PERMIT

is to be submitted with bid.

18. INSPECTION OF FACILITIES

The Cajon Valley Union School District reserves the right to inspect the facilities of the Bidder prior to award of contract and, if representatives of the District determine after such inspection that the Bidder is not capable of satisfactory performance to the District the bid will not be considered. The District further reserves the right to inspect the Successful Bidders facilities on a random basis throughout the course of the contract.

19. QUALITY TESTING

The District reserves the right, at Successful Bidder=s expense, to submit sample products for testing by a public laboratory periodically to determine wholesomeness and adherence to bid specifications. Tests may include, but are not limited to: pathogen levels, chemical content, weight and any other specification requirement.

If the tests indicate that the samples have unsatisfactory pathogen levels, chemical content, or do not meet the contract specifications, the Successful Bidder shall immediately pick up all the remaining cases of that particular lot and issue a credit memo to the District for the full value of the returned product or offer immediate replacement at no

cost.

Recurring incidents of products not meeting the minimum specifications in this bid, as determined by a public testing laboratory, may be cause for cancellation of this contract. All costs resulting from termination for just cause will be borne by Successful Bidder.

20. LIABILITIES

The vendor shall hold the Cajon Valley Union School District, its officers, agents, servants and employees, harmless from liability of any nature of kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

In the event that a Vendor's employee involved in the preparation and/or delivery of any food item contracts Hepatitis A or any other food borne infectious disease, Vendor shall give immediate written notification of such occurrence to the Child Nutrition Department through Mike Mendoza, Director and Amanda Cropp, Buyer. The Vendor shall indemnify the District for any and all costs of preventative and related measures taken by the District as a direct result of the exposure of District pupils and employees to Hepatitis A or other infectious disease from products purchased from Vendor pursuant to this contract. In addition, Vendor shall indemnify and

hold harmless the District, its officers and employees from any and all liability to third persons arising out of exposure to Hepatitis A or other food borne infectious disease from products purchased by the District pursuant to this contract.

21. EXCUSE FOR NONPERFORMANCE:

The Successful Bidder shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

22. INVOICES

Legible, itemized invoices shall be prepared so that one copy, priced, extended and totaled shall be left with the delivery site at the time of delivery. An identical copy shall be signed by the manager or assistant at the delivery site at time of delivery and held by Successful Bidder until the end of the month, at which time these signed copies shall be attached to the monthly statements and forwarded to the CVUSD, Child Nutrition Department, P.O. Box 1007, El Cajon, CA 92022-1007. All invoices or statements are to include the appropriate

Purchase Order number and be in duplicate.

Deliveries for the last day of the month shall be included on statements for that month, and statements shall be mailed as soon as possible thereafter. Separate statements shall be rendered for each delivery site. All invoices and statements shall bear the name and address where delivery was made.

All back order items will be invoiced separately by Purchase Order number and submitted in duplicate.

23. DISCOUNTS, REBATES, ALLOWANCES & INCENTIVES:

Through the course of the contract, the vendor shall ensure that they fully disclose all discounts, rebates, allowances, and incentives received by the vendor from its suppliers. If the vendor receives a discount, rebate, allowance, or incentive from any supplier, the vendor must disclose and return to the Cajon Valley Union School District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the Cajon Valley Union School District. All discounts, rebate, allowances, and incentives must be returned to the Cajon Valley Union School District during a mutually agreed upon time frame that is beneficial to the Cajon Valley Union School District.

24. CREDIT MEMOS:

The vendor's delivery driver shall provide a separate credit memo at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the District Child Nutrition Department.

25. PRODUCT RECALL:

In the event a supplier's product is recalled, supplier will immediately notify Mike Mendoza, Director of Child Nutrition, and Cindy Segui, Assistant Buyer (619) 588-3111. Supplier will be responsible to pick up product and provide replacement or credit at the District's discretion.

26. FOOD SECURITY:

Supplier shall ensure that proper care and diligence is taken at all times in relation to food safety and security at any and all of their facilities and during delivery of their product.

27. ANTICIPATED AWARD OF BID:

is scheduled for June 7, 2011, by the Governing Board.

28. INSURANCE:

As provided in General Conditions, Successful Bidder shall take out and maintain:

Comprehensive General Liability Insurance with a
Combined single limit per occurrence of not less than \$1,000,000

OR

Commercial General Liability Insurance
(Including automobile insurance) which provides limits of not less than:

- (a) Per Occurrence (combined single limit) \$1,000,000
- (b) Project Specific Aggregate (for this project only) \$1,000,000
- (c) Products/Completed Operations \$1,000,000
- (d) Personal & Advertising Injury limit \$1,000,000

Insurance Covering Special Hazards: Following special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance, in amounts as follows:

- (a) Automotive and truck where operated in amounts as above.
- (b) Material hoist where used in amounts as above.

Additional Insurance Endorsement: Any general liability policy provided by Successful Bidder hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, individually and collectively, as additional insured's.

29. EXECUTED COPIES:

The number of executed copies of the Agreement required is two (2).

30. 2011/2012 calendar

Note: A school calendar for the 2010/2011 school year will be provided upon award. There will be no deliveries on any legal or local holidays to the Child Nutrition Center .

31. ATTACHMENTS TO SPECIAL CONDITIONS:

Eat Smart Criteria for Fat and Sodium Content of Vendor Food Products