

Escondido Union High School District

Student Nutrition Department

302 North Midway Drive

Escondido, CA 92027

INVITATION TO BID

BID NUMBER: 2019-20-4

MILK, JUICE AND DAIRY PRODUCTS



SUBMITTED BY:

NAME OF COMPANY SUBMITTING BID

Publication: The Daily Transcript

Publication Dates: May 5, 2019 & May 13, 2019

NOTICE CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that the above named California Public School District, acting by and through its Board of Education, hereinafter "District" will receive up to, but not later than, the above-stated date and time, sealed Bid submittals pursuant to Contract award for the work generally described herein as:

DISTRICT: ESCONDIDO UNION HIGH SCHOOL DISTRICT

BID NO: **2019-20-4**

DESCRIPTION: MILK, JUICE AND DAIRY PRODUCTS

DUE DATE/TIME: 2:00 PM (PST) ON TUESDAY JUNE 4, 2019

BIDS SHALL BE RECEIVED AND PUBLICLY READ ALOUD AT: ESCONDIDO UNION HIGH SCHOOL DISTRICT
DISTRICT SERVICES CENTER
302 NORTH MIDWAY DRIVE
ESCONDIDO, CA 92027

BIDS AND CONTRACT DOCUMENTS AVAILABLE AT: <https://www.euhsd.org/departments/business-services/purchasing/bids-documents-addendums/>

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.

No bidder may withdraw its bid for a period of sixty (60) days after the bid opening date.

Tina Pope
Clerk of the Governing Board
Escondido Union High School District
San Diego County, California

**END OF DOCUMENT
NOTICE CALLING FOR BIDS**

TABLE OF CONTENTS

	PAGE NUMBER
Cover Page	1
Notice Calling For Bids	2
Table of Contents	3
Check List for Bidders	4
Information for Bidders	5
Scope of Work	12
Delivery Locations & Times	19
2019 – 20 School Year Calendar	20
Bid Form	21
Non-Collusion Affidavit	23
Certificate Regarding Workers' Compensation	24
Equal Opportunity Statement	25
Drug-Free Workplace Certification	26
Tobacco-Free School Certification	28
Contract	29
Suspension and Debarment Certification	32
Disclosure of Lobbying Activities	34
Bid Pricing Sheet Instructions	36
Bid Pricing Sheets	37

TOTAL DOCUMENT = 37 PAGES

**END OF DOCUMENT
TABLE OF CONTENTS**

CHECK LIST FOR BIDDERS

Please check each box before submitting your bid.

1. Have the following bid documents been completed, signed and returned with the bid?
- _____ Bid Form
 - _____ Non-Collusion Affidavit
 - _____ Certificate Regarding Workers' Compensation
 - _____ Equal Opportunity Statement
 - _____ Drug-Free Workplace Certification
 - _____ Tobacco-Free School Certification
 - _____ Suspension and Debarment Certification
 - _____ Disclosure of Lobbying Activities
 - _____ Bid Pricing Sheets
2. Have you included a copy of your current business license and a copy of your most recent Processed Food Registration Certificate?

**END DOCUMENT
CHECK LIST FOR BIDDERS**

INFORMATION FOR BIDDERS

In this document and subsequent documents of this bid, Bid No., the District is the Escondido Union High School District.

1. SECURING DOCUMENTS

Specifications and other contract document forms will be available to prospective bidders at <https://www.euhsd.org/departments/business-services/purchasing/bids-documents-addendums/>

2. NAME

Bidders shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Bids must be submitted under the correct name of the company and signed by an authorized representative of the firm.

3. PREPARATION OF BID DOCUMENTS

Bids to receive consideration shall be made in accordance with the following instructions:

a) Bids shall be made upon the forms therefore obtained at the office of the Director of Purchasing properly executed. Bids shall be written in ink or typed before submission. Bids are to be verified, as they cannot be corrected after bids are opened. The signature of all persons signing shall be by hand. The completed forms must not contain any erasures, interlineations or corrections unless each such correction is suitably authenticated with the initials of the person signing the bid. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.

b) Bid Documents can be found on the website provided in paragraph 1. The Bidder can request printed copies of the bid documents at the expense of the bidder. All instructions on **page 36**, "Bid Pricing Sheet Instructions," must be followed whether completing the bid sheets by hand or by using the excel documents. The bidder must print the completed excel bid sheets and submit them along with the entire bid package. Utilizing the excel version of the bid sheets is not a requirement of this bid.

c) Before submitting a bid, bidders shall carefully examine specifications and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall ensure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.

d) The use of the name of a manufacturer, or any special brand or make, in describing any item in the Contract Documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will always be given due consideration.

e) All items on which bids are submitted must in all cases be equal or better in quality to those manufacturers or brands specified by the District. Whether or not an item is indeed equal will be determined by the District.

f) The brand and grade of the article on which the bid is submitted should be stated in the bid form. When the make or brand and grade of the article are not stated, it will be understood to be the specific article named by the District.

g) All bid prices must include all costs, including, but not limited to, variable costs; such as: labor, fuel, containers, and utilities.

- h) No bid shall include California sales or use tax, or Federal excise tax.
- i) 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.
- j) No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices bid.
- k) Bids shall be delivered to the District Services Center on or before the day and hour set for the opening of bids in the Notice to Bidders. Bids shall be enclosed in a sealed envelope bearing the description of the bid and the name of the bidder. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
- l) Only required fields will be used in determining the winning bid. The District may award the optional section to the awarded vendor if it is in the best interest of the District.

4. ADDENDA OR BULLETINS

Any addenda or bulletins issued by the District during the time of bidding or forming a part of the documents issued to the bidder for the preparation of the bid shall be covered in the bid and shall be made a part of the contract.

5. WITHDRAWAL

Any bidder may withdraw their bid, either personally or by written request, at any time prior to the scheduled time for opening of bids. No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening.

6. OPENING

Bids will be opened at the time and place scheduled in the Notice to Bidders.

7. AWARD OR REJECTION

The contract will be awarded to the lowest responsive and responsible bidder(s). 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.

8. EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall thoroughly examine and be familiar with all bid documents including the Scope of Work. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addendum (a), or other documents shall in no way relieve any bidder from obligations with respect to this contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

9. 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 specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may submit a written request for interpretation or clarification to the Director of Purchasing, Nick Brizeno, at nbrizeno@euhsd.org by May 21, 2019. The last addendum will be emailed and posted to the District Bid website on May 30th, 2019. Any interpretation or clarification of the documents will be made at least three (3) days prior to the date set for bid opening by Addendum issued by the Director of Purchasing. The District will not be responsible for any other explanation or interpretation of the proposed documents.

10. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make or file or be interested in more than one bid for the same items, unless alternate bids are called for. A person, firm or corporation submitting a sub-proposal to a bidder, or who has bid prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be nonresponsive.

11. EQUAL BIDS

When bids are equal they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.

12. CONDITIONAL BID

The District reserves the right to reject any bid that imposes conditions, or terms, on purchases that were not specified in the original bid document.

13. DEMONSTRATIONS

If the District considers a need, bidders shall be required to arrange demonstrations of items or services bid. Failure to be able to provide such working demonstration may disqualify the bid.

a) Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will upon request be returned at the bidder's expense.

b) All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in conjunction with furnishing articles for inspection shall be borne by the bidder.

14. PREVIOUS PERFORMANCE

Bidders are advised that the District reserves the right to reject a bid that cannot demonstrate the ability to provide the products and services required under this contract. Bidders may be required to verify that they have been in the business called for in this Invitation to Bid for at least three (3) years.

The District intends to solicit bids from qualified bidders, appropriately staffed, equipped, and currently established in the business of providing food and nutrition products similar to that specified in this Invitation to Bid.

Service is a factor in the determination of the award. A bidder's past delivery and performance practices relating to any previous or existing contracts will be examined. Bidders who have demonstrated poor performance may be subject to disqualification as non-responsible, disqualifying the bidder for contract award.

15. CONTRACT

The form of contract that the successful bidder will be required to execute is included in the contract documents and should be carefully examined by the bidder. The contract will be executed in two (2) original counterparts. The complete contract documents consist of the following: the Notice to Bidders, the Information for Bidders, the Scope of Work, the Bid Form, the Specifications, and the Contract; including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called

for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, transportation, and services necessary for the proper delivery of all items called for in the contract.

16. CONTRACT RENEWALS

This bid is for one year only. If mutually agreeable, the District reserves the right to renew the contract for up to two (2) additional terms. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the bidder in writing thirty (30) days prior to the expiration of the contract.

17. ASSIGNMENT

No assignment by the bidder of any contract to be entered into hereunder or any part thereof, or of funds to be received by the bidder, will be recognized by the District unless such assignment has had the prior approval of the District and the surety has been given due notice of such assignment in writing and has consented in writing.

18. TERMINATION FOR CONVENIENCE

The District, upon thirty days written notice to bidder, may terminate the contract. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this bid. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, the bidder shall be entitled to no further compensation or payment of any type from the District.

19. TERMINATION FOR DEFAULT

If the bidder refuses or fails to perform all or any part of its obligations, or fails to perform all or any part of its obligations in a timely manner, or if the bidder should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its sub-vendors should violate any of the provisions of this contract, the District may serve written notice upon him of its intention to terminate the contract. Such notice to contain the reasons for such intention to terminate the contract. Unless such violation(s) cease and arrangements satisfactory to the District for the correction thereof have been made within ten (10) days after the serving of such notice, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

20. DAMAGES

The District shall hold the successful bidder liable and responsible for all damages that may be sustained because of the bidder's failure to comply with any conditions herein. If the successful bidder fails to furnish or deliver any material, supplies, equipment or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful bidder. Costs accrued by the District for a purchase resulting from a failure to perform, shall be invoiced to the successful bidder or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. In addition, a charge of \$50.00 will be assessed to cover administrative costs for processing of third party orders resulting from non-performance.

21. ETHICS

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 contract. The District may consider any bidder found to be engaging in such practices to be non-responsible and may reject its bid.

22. EQUAL EMPLOYMENT OPPORTUNITY

In the execution of this contract, the successful 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 that 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, employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. Bidder must complete and sign the Equal Employment Opportunity Statement that must be attached.

23. TOBACCO-FREE DISTRICT

The District has been designated as tobacco-free. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles. Bidder must sign the Tobacco-Free Certification form that must be attached.

24. DRUG-FREE WORKPLACE

The Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990. Bidder must sign the Drug-Free Workplace Certification that must be attached.

25. CERTIFICATIONS AND DISCLOSURES

When contracts exceed \$100,000, the Student Nutrition Department is required to obtain Certification Forms from bidders regarding Suspension, Debarment, and Lobbying. All responding bids must include these completed forms:

- a) Suspension and debarment certification
- c) Disclosure of lobbying activities

The Suspension and Debarment Certification form certifies that neither the bidder nor any of its principals have been proposed for debarment, debarred, or suspended by a federal agency.

The Certification Regarding Lobbying form must be completed.

The Disclosure of Lobbying Activities form may need to be completed if any payment has been made or will be made to any person or lobbying entity.

26. CONTACT WITH PUPILS

In performing this contract, the successful bidder may be required to prohibit its employees from having contact with pupils. Any employees or subcontractors hired by the successful bidder will be subject to California Education Code requirements for background checks and supervision prior to any contact or communication with pupils. In the event the bidder fails to prevent its employees from having contact with pupils and injury results from failure to prohibit pupil contact or communication with pupils, the bidder shall defend, indemnify, protect and hold harmless the District. Any subcontractors hired by the bidder shall be subject to and shall also comply with this provision. The bidder and subcontractors shall be jointly and severally liable for any jury that results from the subcontractors' failure to comply with this provision.

27. WORKERS' COMPENSATION INSURANCE

The District does not furnish workers' compensation insurance for employees of bidder. It is understood that bidders employees and agents are not District employees.

The bidder shall provide, during the life of this contract, workers' compensation insurance for all of his employees engaged in work under this contract in the amount of \$1 Million Dollars. The bidder shall file with the District certificates of his insurance protecting workers. Failure to furnish such evidence may result in the District declaring the bidder to be non-responsive or non-responsible.

28. LIABILITY INSURANCE

The insurance required for this contract will be a minimum of:

Public Liability Insurance for injuries including accidental death to any one person in an amount not less than....	\$1,000,000.00/\$3,000,000.00
Subject to the same limit for each person on account of one accident, in an amount not less than...	\$1,000,000.00/\$3,000,000.00
Property Damage Insurance in an amount not less than...	\$1,000,000.00/\$3,000,000.00
Commercial Automobile Liability Insurance for owned and non-owned vehicles not less than...	\$1,000,000.00

The bidder shall furnish proof thereof in the form of a Certificate of Insurance within thirty (30) days of the effective date of this contract. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements, shall be delivered to the District within thirty (30) days prior to the expiration of the term of any policy required herein.

Any general liability policy provided by the bidder shall contain an endorsement which applies its coverage to the District, members of the District's board of trustees, and the officers, agents, employees and volunteers of the District, individually and collectively, as additional insureds.

Certificates and insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District stating the date of cancellation, reduction or adverse change respecting such insurance. The date of cancellation, reduction or adverse change may not be less than thirty (30) days after date of mailing notice."

After receiving written notice of cancellation of insurance, bidder shall have ten (10) days to provide other policies of insurance similar to the canceled policies and acceptable insurance. If such replacement coverage is not provided, the District may immediately terminate the contract.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the bidder's responsibility for payment of damages resulting from operations under this contract.

29. HOLD HARMLESS

The bidder shall hold harmless and indemnify the District and the Board of Education, its officers, agents and employees from every claim or demand that may be made by reason of:

a) Any injury, however caused, to person or property sustained by the bidder or by any person, firm, or corporation employed directly or indirectly by him upon or in connection with this performance under the contract.

b) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the bidder or of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the contract.

c) Any liability that may arise from the furnishing or use of any copyrighted or non-copyrighted composition, secret process, or patented or non-patented invention under the purchase order. The bidder, at his own expense and risk, shall defend any legal proceeding that may be brought against the District or the Board of Trustees, their officers or employees, on any such claim or demand, and satisfying any judgment that may be rendered against them.

30. ATTORNEY'S FEES

If suit is brought by either party to this contract to enforce any of its terms, including all component parts of the contract documents, and the District prevails in such suit, the bidder shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees and investigation expenses.

**END OF DOCUMENT
INFORMATION FOR BIDDERS**

SCOPE OF WORK

MILK, JUICE AND DAIRY PRODUCTS 2019-20-4

1. GENERAL

The Escondido Union High School District, Student Nutrition Department, (District) is soliciting bids for providing Milk, Juice and Dairy items to be used in the Student Nutrition Program for the period **July 1, 2019- June 30, 2020**. Upon award, the terms and conditions of this bid or any portion thereof may, upon mutual agreement of the parties, be extended for an additional term or for additional quantities. Please read and complete all relevant portions of the bid form.

The bidder shall complete all information requested on the product bid sheets including:

Manufacturer Brand Name Manufacturer Code Number
Unit Price

Since this is an "all or nothing" bid, each line item must be extended and the grand total bid must be shown on the last page of the bid sheets.

2. METHOD OF AWARD

The contract will be awarded to the lowest responsive and responsible price bid that meets the District's terms, conditions, and specifications. The decision on this rests solely with the Director of Student Nutrition. The Governing Board of the District, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, and to waive any informality in the bids or in the bidding. Bidders will be notified of the results by **June 19, 2019**.

3. CRITERIA TO DETERMINE RESPONSIVE AND RESPONSIBLE BIDDERS

The bid will be evaluated not on price alone, but also on the following criteria:

- a. the purchase price;
- b. the reputation of the bidder and its goods and services;
- c. a product evaluation;
- d. the quality of the bidder's goods and services;
- e. the extent to which the goods and services meet the District's needs;
- f. the degree to which the goods and services comply with specifications;
- g. the bidder's past relationship with the District;
- h. the long-term cost to the District to acquire the bidder's goods and services;
- i. the discounts offered;
- j. minimum order and delivery quantities; and
- k. any other relevant factor that a private business entity would consider.

4. DELIVERY LOCATIONS AND TIMES

a) Deliveries are required **daily** to each of the District's comprehensive high schools (3) and 2-3 times weekly at the alternative, continuation high school (1) and academy (1) when school is in session. A list of all school sites and addresses is included on page 19.

A copy of the **2019-2020** school year calendar is included on page 20 of this bid packet. The school calendar is subject to change. The District will provide the bidder with a revised school calendar if any

changes are made. Additionally, the District will require deliveries during the summer months to selected schools for summer school programs. The bidder will be advised of the summer school locations, dates and times at least two weeks prior to the start of summer school.

b) Prior to submitting a bid, each bidder shall familiarize themselves with all of the proposed delivery sites in order to fully understand the facilities, difficulties and restrictions in executing this contract.

c) Deliveries are to “dark drops” when cafeteria staff is not present, the District will provide the bidder with a set of keys for each location and any applicable gate or alarm codes necessary to gain entry to the cafeteria. The bidder agrees to bear the cost of re-keying the gates and kitchen doors if these keys are lost. Additionally, the bidder agrees to be responsible for locking doors and re-setting the alarm after completing a dark drop. The bidder is further responsible for locking any gates that were locked when the bidder’s delivery personnel arrived on site. If the bidder’s delivery personnel should cause an alarm to be set off at a school location during the course of a dark drop, the bidder may be required to cover the cost incurred by the District resulting from such an alarm.

d) Since delivery is critical on these items, when orders are not received within the agreed upon period, the District will have the right to order the missing items from an alternate vendor who is able to meet the District’s requirements, and the bidder will be liable for the difference between the bid price and the price paid. In all cases, the bidder will be notified in advance if this action is required.

e) The District reserves the right to make additions to or deletions from the specified delivery locations to be served at any time during the period of the contract and to revise delivery times as required.

f) Delivered product must be placed in the milk cooler, refrigerator or freezer as designated at each school. The delivered product is to be placed behind or under any existing product so that the oldest product is rotated to the front. All milk, juice and dairy products must be delivered in clean, refrigerated trucks.

5. DELIVERY TERMS AND CONDITIONS

All product received must be servable for a minimum of ten (10) days after the date of delivery based on the “Use By” date on the packaging. Any shortages or unusable product must be replaced no later than the next school day.

Refrigerated food products must be loaded on the delivery vehicle at a temperature not to exceed 40 degrees Fahrenheit, transported on a refrigerated truck, and arrive at its destination with a product temperature not to exceed 40 degree F.

Frozen products must be loaded on the delivery vehicle at a product temperature not to exceed 10 degrees Fahrenheit, and be transported by way of refrigerated truck. At destination, the product shall be hard frozen with no signs of defrosting and temperature of the product shall not be above 20 degrees Fahrenheit.

Temperatures and production dates of all potentially hazardous foods will be monitored as they are delivered to our schools and warehouse. All products must be delivered in clean, refrigerated trucks and in clean cases/boxes.

Temperatures and production dates of all potentially hazardous foods will be monitored as they are delivered to our schools.

6. PRICES

a) Prices bid for all items shall be for the period **July 1, 2019 through June 30, 2020**. Bidder certifies that prices are the lowest offered any comparable customer and the District will be given the benefit of any lower prices or price decreases during the contract. Failure to advise the District within ten (10) days of price reduction to another purchaser of any items in the contract may be cause for termination.

b) **Prices are to be bid on unit or pack size as stated on the bid sheets and in dollars to four (4) decimal places**. The total bid for each item is the price per unit multiplied by the estimated quantity shown.

c) All prices quoted shall include transportation and inside delivery to school cafeteria refrigerated storage units.

d) Prices bid will not include Federal or California sales or use tax.

e) To the extent permitted by the California Department of Food & Agricultural Code and applicable laws, the successful bidder agrees to reduce in a corresponding amount the herein quoted prices or any contract prices awarded hereon, in the event the bidder files with the California Department of Food and Agriculture a lower wholesale or other applicable schedule, and further agrees to meet the lowest legal prices subsequently awarded on this bid.

f) For Class 1 fluid milk products where the price is modified by the California Federal Milk Marketing Order, **bid prices should be based on the minimum wholesale prices established for May 2019**. It is understood that the stated bid prices are subject to increase or decrease monthly as mandated by the California Federal Milk Marketing Order; however, the prices for fluid milk shall not exceed the published minimum wholesale prices.

g) Prices quoted on items not controlled by the California Federal Milk Marketing Order shall be for the term of the contract year. No escalation clauses will be permitted in quoted prices; however, the District will approve pass through price per ounce increases from manufacturers to the successful bidder not to exceed five percent (5%) of the bid price in the contract year, and only with complete documentation. Price increases will only be allowed with thirty (30) days advance written notice accompanied with documentation validating the manufacturer's price increase.

7. 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.

8. QUANTITIES

Quantities indicated on this quotation are estimates only, based on prior year usage. They are submitted as information for the bidder. Actual purchases may vary from item to item and the District cannot guarantee that items will be purchased exactly as indicated. Purchase order quantities and issuances will be made on an as needed basis, depending on customer demand.

9. ORDER SIZE

Any minimum order quantities that are required by the bidder are to be included in the bid response. Minimums will be considered as part of the bid evaluation.

10. CASES, PACKAGES AND LABELING

- a) Packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged containers may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for product or delivery.
- b) 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. Milk crates must be clean and in good condition.
- c) All ingredients must be declared on the product label, as required by the Food and Drug Administration. All products must be clearly labeled with a "Use By" date, product name, code, weight and count.
- d) Milk cartons shall consist of plastic-coated paperboard. Individual milk or juice products shall be delivered in clean plastic crates.

11. BUY AMERICAN PROVISION

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

Exceptions to the Buy American provision should be used as a last resort only when there is a limited or lack of availability of good quality domestic product. The bidder may be required to provide "Place of Origin" information upon request.

Bidder is expected to provide a representative to provide the District with technical and other assistance as needed.

12. PRODUCT SPECIFICATIONS AND COMPLIANCE

- a) The District will perform tests on random samples of products that are delivered to ensure compliance with contract specifications. In the event that product fails to meet specifications, bidder shall pick up all remaining product of that lot and issue a credit memo or offer immediate replacement at no cost to the original site. The bidder shall make financial restitution to the District within 60 days after a written request.
- b) Class 1 Fluid Milk Products: Fluid milk and milk products shall be manufactured and packaged as defined in the state regulations governing the production and sale of milk and milk products, as published by the State Department of Health Services. Milk and milk products shall be pasteurized, homogenized and vitamin fortified. Products and purchases must be made in accordance with minimum state standards.

13. NUTRITIONAL INFORMATION

Within thirty (30) days following the award of bid, the successful bidder must provide the District with current nutritional information for each item awarded on the contract. A nutrition facts label or nutrient analysis from the manufacturer must be provided that includes the following information: serving size, calories, total fat, saturated fat, trans fat, cholesterol, sodium, total carbohydrates, dietary fiber, sugar, protein, vitamin A, vitamin C, iron and calcium.

Bidder must notify the District immediately regarding any changes to specification sheets, ingredients or nutrition facts as that information becomes available from the manufacturers.

14. PRODUCT AND SAMPLE EVALUATION

When requested, bidders shall submit properly marked samples of each such article on which bid is made to:

Escondido Union High School District
Attention: Alicia Pitrone; Student Nutrition Director
302 North Midway Drive
Escondido, CA 92027

Each sample submitted must be marked in such manner that the marking is fixed so that the identification of the sample is assured. Such marking shall state (1) Name of bidder, (2) Bid #2018-19-4, (3) Name of item and (4) Manufacturer brand and code number.

Samples must be received by the District within ten (10) business days from the date of request. Bid and samples must not be sent in the same package.

Each item offered shall be subject to an evaluation conducted by a representative group within the District and/or by a taste test panel of students. The decision of the District shall be final. The bidder may be required to demonstrate certain item(s) that were bid.

Failure to comply with sample and evaluation requirements may result in the bidder's disqualification.

15. PRODUCT QUALITY CONTROL

The District reserves the right to discontinue service of all or any portion of this contract resulting from: (a) reasons determined to be detrimental to the health and welfare of students and school personnel, (b) failure to meet contract specifications, wholesomeness standards, and to hold the bidder in default. 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, by California, by the state in which the originating plant is located, or by the applicable federal standards, whichever is highest.

16. QUALITY TESTING

The District reserves the right, at bidder's expense, to submit sample products for testing by a public laboratory to determine product safety and adherence to bid specifications. Additional tests may be ordered in the event that the District determines they are required. Tests may include, but are not limited to: pathogen levels, content, weight, and any other specification requirement.

If tests indicate that samples have unsatisfactory pathogen levels or do not meet contract specifications, the bidder shall immediately pick up all 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 to the original site.

The bidder will bear the cost of any and all recurring testing considered necessary by the District to ensure that future purchases meet all contract specifications.

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 must be borne by bidder.

17. SUBSTITUTIONS

In the event the bidder 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 Director of Student Nutrition at (760) 291-3239. An equal or better substitute product must immediately be made available to the District for approval and subsequent distribution to the sites at no additional charge to the District for product, freight, or redelivery to District sites. **Bidder must disclose if the proposed substitution does not meet the Buy American provision.** Substitutions in quality or quantity must receive prior approval from the Student Nutrition Director in order to qualify for payment. If substitution is unavoidable due to market conditions, bidder must provide an equivalent item for District approval at no additional cost to the District for product or freight.

18. ADDITIONAL ITEMS/DELETIONS

The District reserves the right to add other related items to the contract. The price of added items shall be negotiated and shall be subject to the terms and conditions of this contract.

Some products may need to be discontinued during the period of this bid. The District will provide sixty (60) days' notice to the bidder if a product is being discontinued.

Additions, deletions, or price adjustments will be allowed only upon written authorization of the Student Nutrition Department.

19. INSPECTION OF FACILITIES – EVALUATION

The District reserves the right to inspect the facilities of the bidder or its processors. If the District determines that after such inspection the bidder or its processors are not capable of performance within the District's standards, their bid will not be considered. The findings and decisions of the District shall be final. Additional inspections during the bid period may be made.

20. SCHOOL BREAKS AND HOLIDAYS

Refer to 2019-2020 School Calendar in Special Provisions Section, page 20.

21. PURCHASE OUT OF CONTRACT

The District reserves the right to purchase the same or similar items from other sources.

22. ORDERING CONDITIONS

The bidder may be required to use order forms designed by the District. At a minimum, each order will include delivery location, product description, product code and quantity.

a) The bidder shall provide a system that permits orders to be transmitted by e-mail, or electronic order. The bidder shall provide toll-free telephone numbers, and email address for ordering, follow-up, etc.

b) A NO-ORDER request will be provided when no delivery requirements are anticipated.

c) During the term of the contract, with the full cooperation of bidder, the District may research and implement innovative approaches to streamline the ordering system.

23. INVOICING AND BILLING PERIOD

The billing period shall begin on the first day of each month and shall end on the last day of each month. Invoices will be prepared so that one copy, priced, extended, and signed, shall be left with

the shipment at the time of delivery. The bidder will retain a second copy to support the monthly statement.

24. STATEMENTS

Statements shall be mailed within five (5) working days after the last day of the month to facilitate payment. Payment will be made on itemized statements with the prices stipulated herein for items delivered and accepted. The District will issue payment by the 20th of the month following delivery.

Invoices and statements should be mailed to:
Escondido Union High School District
Student Nutrition Services
302 North Midway Drive
Escondido, CA 92027

25. CREDITS

Product of unacceptable quality, as determined by the District, will be returned. Credits may be provided by separate credit memo or by an adjustment to the original invoice.

26. LICENSES REQUIRED

The bidder and all of its employees or agents shall secure, and maintain in force, such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services covered under this contract. All operations and materials shall be in accordance with the law. **A copy of the bidder's current business license is to be enclosed with this bid.**

California Health and Safety Code Section 110460, et seq. requires that all businesses engaged in the manufacturing, packing, labeling, or holding (warehousing) of processed food products in this state to register annually with CDHS-FDB. Certification and Registration by the CA Department of Health Services, Food and Drug Branch, is required of all bidders. **A copy of the bidder's current Processed Food Registration certificate is to be enclosed with this bid.**

27. HACCP

Bidders are required to maintain a food safety system based on Hazard Analysis Critical Control Point (HACCP) principles. Within thirty (30) days following the award of bid, the bidder may be required to provide the District with documentation as to it and its processor's HACCP plan(s), bacterial testing program, and quality assurance program

**END OF DOCUMENT
SCOPE OF WORK**

DELIVERY LOCATIONS & TIMES

DELIVERY SITE	ADDRESS	DELIVERY TIME*
Escondido High School Contact Name: Marla Martin 760-291-4077	1535 North Broadway Escondido, CA 92026	Prior to 6:30 a.m.
Orange Glen High School Contact Name: Ron Gil 760-291-5077	2200 Glenridge Road Escondido, CA 92027	Prior to 6:30 a.m.
San Pasqual High School Contact Name: Patti Samp 760-291-6077	3300 Bear Valley Parkway Escondido, CA 92025	Prior to 6:30 a.m.
Valley High School Contact Name: Yolanda Salas 760-291-2251	410 N. Hidden Trails Road Escondido, CA 92027	Prior to 8:00 a.m.
Del Lago Academy Contact Name: Cyndi Vander Woude 760-291.2577	1740 Scenic Trails Way Escondido, CA 92029	Prior to 8:00 a.m.

2019-2020 School Calendar

2019/20 School Calendar - EUHSD

DRAFT Revision 5/15/2018
180 Instructional Days

July 2019						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2019						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Holidays 2019/20

Jul 4, 2019	Independence Day	Nov 28, 29, 2019	Thanksgiving	Dec 31, Jan 1	New Year's Day	Apr 10, 2020	Local Holiday
Sep 2, 2019	Labor Day	Dec 24, 25, 2019	Christmas Day	Jan 20, 2020	Martin Luther King Day	Apr 12, 2020	Easter
Nov 11, 2019	Veterans Day			Feb 14, 17, 2020	Presidents' Day	May 25, 2020	Memorial Day

Staff Start/End

Students Start/End

Holidays

Non Work Days

New Teacher Day

BID FORM

The Escondido Union High School District, acting by and through its Governing Board ("District"):

1. Pursuant to and in compliance with the Notice to Bidders and other documents relating thereto, the undersigned bidder, having familiarized the terms of the Contract, the Specifications, and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, all in strict conformity with the specifications and other contract documents, including Addenda Nos. _____, _____, _____, and _____ on file at the Student Nutrition Department of the District for the prices for the articles listed herein.
2. It is understood that the District reserves the right to reject this bid in whole or in part; to waive informalities in the bids or bidding, and that this bid shall remain open and not be withdrawn for a period of sixty (60) days form the date prescribed for the opening of this bid.
3. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening of the bid, or at any time thereafter before this bid is withdrawn, the undersigned agrees that after receipt of notification of award, the contract will be executed. Bidder will provide products and services in the time specified in the contract documents.
4. Notice of acceptance or request for additional information should be addressed to the undersigned at the address stated below.
5. Total amount of our bid transferred from the required section of the Bid Pricing Sheet for:

Bid: 2019-20-4: Milk, Juice and Dairy Products

is

\$ _____.

_____ Dollars

6. The total amount of the optional portion of the Bid Pricing Sheet is:

\$ _____.

_____ Dollars

I, _____, the _____ of the bidder, hereby certify under
Name of Signer Title
penalty of perjury under the laws of the State of California, that all of the information submitted by the Bidder
in connection with this bid and all of the representations made herein are true and correct. Executed on
this ___ day of _____, 2019 at _____, _____, California.
City County

Legal Name of Bidder _____
Company
By _____
Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of an authorized officer or agent; if the bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his name and signature shall be placed above.

TO BE COMPLETED BY BIDDER:

Business Address: _____

Telephone: _____
Fax: _____
E-mail: _____

**END OF DOCUMENT
BID FORM**

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of _____)

I, _____ (Name), being first duly sworn, deposes and says that he or she is _____ (Title) of _____ (Company), the party making the foregoing bid, and that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 2019 at _____, California.

Representative

Signature of Authorized

Printed Name of Above

Title

Name of Company

**END OF DOCUMENT
NON-COLLUSION AFFIDAVIT**

CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature Authorized Representative

Printed Name of Above

Title

Name of Company

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**END OF DOCUMENT
CERTIFICATE REGARDING WORKERS' COMPENSATION**

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

"I hereby certify to the Escondido Union High School District that I (if an individual) or we (if a company or corporation) do not discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin."

Signature Authorized Representative

Printed Name of Above

Title

Name of Company

**END DOCUMENT
EQUAL OPPORTUNITY STATEMENT**

DRUG-FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant and the bidder or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a state agency shall certify that it will provide a drug-free workplace 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 the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- B. Establishing a drug-free awareness program to inform employees about all of the following:
 - 1. The dangers of drug use in the workplace.
 - 2. The person's or organization's policy of maintaining a drug-free (controlled substances, tobacco and alcohol) workplace.
 - 3. The availability of drug counseling, rehabilitation and employee-assistance programs.
 - 4. The penalties that may be imposed upon employees for drug use violations.
- C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (A.) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (A.) the prohibition of controlled substance at the workplace, (B.) establishing a drug-free awareness program, and (C.) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(A.) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (A.) made a false certification herein, or (B.) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Signature Authorized Representative

Printed Name of Above

Title

Name of Company

**END OF DOCUMENT
DRUG-FREE WORKPLACE CERTIFICATION**

TOBACCO-FREE SCHOOL CERTIFICATION

The Escondido Union High School District Governing Board recognizes the health hazards related to the use of tobacco and tobacco products, including the breathing of second-hand smoke and desires to provide a healthy environment for students and staff

Therefore, the Board, in the best interests of the District, its students, and its employees, and in accordance with State and Federal laws, requires the district to be tobacco-free in all district buildings, facilities, and vehicles owned, leased or operated by the Escondido Union High School District.

Tobacco-free shall mean prohibition of the use of tobacco or tobacco products on any part of school district grounds or buildings, in district vehicles, and at any time by anyone on district property. This includes tobacco use by staff, students, parents, and other individuals at any district-sponsored event or activity.

Effective January 1, 1995, per the tobacco-free school policy set forth in Board Policy Number 3513.3 of the Escondido Union High School District, a copy of which is stated above and is incorporated herein by reference; contractors, subcontractors and any officers, agents and employees of either of them shall be deemed visitors to the District while on District premises. Pursuant to the terms of the Policy, the use of tobacco, or any product containing tobacco or nicotine products by any visitor on school premises is prohibited.

By signing below, the undersigned acknowledges notice of Board Policy 3513.3 and remedies set forth herein.

Signature of Representative

Printed Name of Above

Title

Name of Company

**END OF DOCUMENT
TOBACCO-FREE CERTIFICATION**

CONTRACT

This Contract, made this _____ day of _____, 2019, in the County of San Diego, State of California, by and between the Escondido Union High School District, hereinafter called the District, and _____, hereinafter called the Contractor,

The District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1: The Contractor hereby agrees to sell to the District food items that may be named later for the District to sell to its customers as detailed in:

**BID 2019-20-4
MILK, JUICE AND DAIRY PRODUCTS**

and in strict compliance with the contract documents specified in Article 5 below.

ARTICLE 2: TIME FOR PERFORMANCE.

(a) The term of this Contract shall be from August 1, 2019 through July 31, 2020. The District maintains the right to extend this Contract for up to two (2) years depending on new prices and service. Contractor shall not perform any work under this Contract until (1) Contractor furnishes proof of insurance as required under Article of the Terms and Conditions and (2) the District gives the Contractor a written, signed and numbered purchase order which shall serve as a Notice to Proceed.

(b) In entering into this Contract, Contractor acknowledges and agrees that the specifications and delivery requirements stipulated herein are adequate and reasonable.

ARTICLE 3: CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract documents, those prices shown in the bid form for the products ordered.

ARTICLE 4: TERMINATION AND DAMAGES. This Contract may be terminated upon thirty (30) days written notice to the Contractor. Suspension of this Contract may be made at any time the District perceives a health and safety problem with the production or delivery of food products. Notification of suspension will be made by telephone to the person authorized to receive notices in Article 6, and written notice will be sent by overnight mail.

The District reserves the right to inspect the facilities of the Contractor at any time during _____ the term of the Contract to determine if the specifications and terms are being met. Denial of this right may result in termination of the Contract.

ARTICLE 5: COMPONENT PARTS OF THE CONTRACT. The Contract entered into consists of the following contract documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice Calling for Bids
- Check List for Bidders
- Information for Bidders
- Scope of Work
- List of School Locations & Delivery Times

- 2019-20 School Year Calendar
- Bid Form
- Non-Collusion Affidavit
- Certificate Regarding Workers' Compensation
- Equal Opportunity Statement
- Drug-Free Workplace Certification
- Tobacco-Free School Certification
- Suspension and Debarment Certification
- Disclosure of Lobbying Activities
- Contract
- Addenda Nos. _____, _____, _____, as issued
- Bid Pricing Sheet Instructions
- Bid Pricing Sheets

All of the above-named contract documents are intended to be complementary. Work required by or conditions stated in one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

We propose to enter into a contract to furnish and deliver the items as specified and at the prices bid, which includes all delivery charges.

Deliveries will be made to the designated locations. The merchandise will be unloaded and placed inside the building in an area designated by an authorized representative of the District.

ARTICLE 6: ADMINISTRATION OF THE CONTRACT AND NOTICES. This Contract shall be administered on behalf of the parties as follows, and any notice or correspondence desired or required to be sent to a party hereunder shall be addressed and directed as follows:

FOR THE DISTRICT: ESCONDIDO UNION HIGH SCHOOL DISTRICT
 Director of Student Nutrition
 302 North Midway Drive
 Escondido, CA 92027
 Telephone: (760) 291-3239

FOR THE CONTRACTOR: Name: _____
 Title: _____
 Address: _____

 Telephone: _____
 Fax: _____
 E-mail _____

All notices given or required to be given pursuant to this Contract shall be in writing and may be given by personal delivery or by mail, and when addressed in accordance with this paragraph, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses or persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. In

emergencies, telephone notice may be given if followed by overnight written communication. Any time limits regarding notification will be based on written communication.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

By _____

Printed Name of Signer

Title _____

DISTRICT:

ESCONDIDO UNION HIGH SCHOOL DISTRICT

By _____

Amanda Phillips

Asst. Superintendent of Business Services

**END OF DOCUMENT
AGREEMENT**

U. S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(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.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative(s)

Signature(s)

Date

FORM AD-1048 (1/92)
U.S. GPO:1996-757-778/20107

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily exclude," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-

1048 (1/92)

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant <input type="checkbox"/> c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____, if known: Congressional District, if known : 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable :	
8. Federal Action Number, if known :	9. Award Amount, if known : \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

ESCONDIDO UNION HIGH SCHOOL DISTRICT BID NO.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).
Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is

BID PRICING SHEET INSTRUCTIONS

BIDDER: _____

BID PRICING SHEETS SPECIFICATIONS & INSTRUCTIONS

MILK SPECIFICATIONS:

Grade A, pasteurized, homogenized, vitamin fortified. Milk shall be free from added water, preservatives, neutralizers, BST (bovine somatotropin), or other foreign matter. All milk shall meet pasteurization, percent of non-fat milk solids, percent of milk fat, and bacteria count specifications consistent with Federal and/or California Laws, State Board of Health, requirements of the Escondido Union High School District, and accepted standards of the milk industry. All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a Federal or State regulation program.

JUICE SPECIFICATIONS:

Grade A, unsweetened, pasteurized, ready to serve 100% fruit juice from juice concentrate. Each carton must clearly state that the product is pasteurized.

INSTRUCTIONS FOR COMPLETION OF BID SHEETS:

1. Write the product code and brand name next to each item in the space provided for each line item.
2. When packaging is different than the pack size specified, cross out the pack size shown and write the pack size of the product you are quoting.
3. Write the words "No Bid" in the "Unit Price" column for any item you are not quoting.
4. Prices are to be bid on the unit or pack size as stated on the bid sheets and in dollars to four (4) decimal places. The vendor is required to multiply the "Estimated Quantity" provided by the District by the "Unit Price" provided by the bidder and to record the extended cost in the "Extended Total" column for each line item.
5. The grand total of the extended costs must be entered on the "Grand Total Bid" line at the bottom of the Bid Sheets.

PLEASE STATE ANY MINIMUM DELIVERY REQUIREMENTS:

**END OF DOCUMENT
BID SHEETS SPECIFICATIONS & INSTRUCTIONS**