

MOUNTAIN EMPIRE UNIFIED SCHOOL DISTRICT

Nutritional Services Department
3305 Buckman Springs Rd
Pine Valley, Ca 91962

INVITATION TO BID

BID NUMBER NS2023.2024

**FROZEN, COMMODITY PROCESSED, REFRIGERATED,
CANNED, DRY AND SNACK FOODS**

Bid Opening: 1:00 PM on Tuesday May 9, 2023 at the
Mountain Empire Unified School District
Nutritional Services
3305 Buckman Springs Rd
Pine Valley, CA 91962

SUBMITTED BY:

NAME OF COMPANY SUBMITTING BID

Publication Dates: 05/13/19-05/24/19

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Bid Sheets with Specifications:

Frozen Foods, Commodity Processed Foods, Refrigerated Foods,
Canned & Dry Foods, Snack Foods (See separate electronic attachment)

TOTAL DOCUMENT = 40 PAGES

**END OF DOCUMENT
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**Mountain Empire Unified School District Nutritional
Services**

is hereby accepting invitations to Bid for the
2023/2024 school year.

Bid #NS23.24

To include Frozen, Commodity Processed, Refrigerated,
Canned, Dry, and Snack Foods. If interested in
receiving a bid packet please email Erin Miller,
Director of Nutrition Services erin.miller@meusd.org,
or visit www.meusd.org/nutritionalservices.

Sealed bids will be accepted until **1 p.m. on 5/9/23**.

Publication: Alpine Sun
Publication Dates: April 10, 2023 & April 17, 2023

**END OF DOCUMENT
NOTICE TO BIDDERS**

CHECK LIST FOR BIDDERS

Please check this list before submitting your bid.

1. Have you read all 40 pages of the bid?
2. Have the following bid documents been completed, signed and returned with the bid?
 - _____ Bid Form
 - _____ Special Provisions
 - _____ Non-Collusion Affidavit
 - _____ Contractor's Certificate Regarding Workers' Compensation
 - _____ Equal Opportunity Statement
 - _____ Suspension and Debarment Certification
 - _____ Certification Regarding Lobbying
 - _____ Disclosure of Lobbying Activities
3. Have you included a copy of your current Processed Food Registration or Health Permit?

4. Have you completed all of the Bid Sheets and listed any minimum delivery requirements on the Bid Sheet Instructions page?
5. Have you included a Nutrition Facts Label or Manufacturer's Nutrient Analysis for each "or equal" item that was bid?
6. Have you made a copy of the completed bid package so that you can return the entire bid package to the District?
7. Have you made arrangements to bring or mail the bid so that it will arrive on or before the due date of May 24, 2019, at 4:00 P.M. at the Mountain Empire Unified School District, District Office. Opening of bids will take place on May 27th at 1:00 PM

END DOCUMENT
CHECK LIST FOR BIDDERS

INFORMATION FOR BIDDERS

In this document and subsequent documents of this bid, Bid No. CN-2019-20, the District is and shall be the Mountain Empire Unified School District and the Contractor shall be the successful Bidder.

1. SECURING DOCUMENTS

Specifications and other contract document forms will be available without charge, and may be secured by prospective bidders at the office of Nutritional Services, Mountain Empire Unified School District, 3305 Buckman Springs Rd. Pine Valley, California, 91962. Contact Erin Miller, Director of Nutritional Services at 619-473-9022 #125 for information regarding the bid packet.

2. 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 Child Nutrition Services properly executed. Bids shall be written in ink or by typewriter before submission. Bids are to be verified, as they cannot be corrected after bids are opened. The signature of all persons signing shall be in longhand. 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) All Bids will be received electronically, "Bid Sheet Instructions" must be followed whether completing the bid sheets by hand or by using the NutriKids program instructions. Bid sheets are to be sent electronically as well as printed and submitted along with the entire bid package.

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, uncontrollable costs; for example: labor cost, fuel cost, container cost, and utility cost.

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 Mountain Empire Unified School District, Child Nutrition Services Department, or its representative, at its office on or before the day and hour set for the opening of bids in the NOTICE TO BIDDERS published in the Alpine Sun. Bids shall be enclosed in a sealed envelope bearing the description of the bid call 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. Bids submitted by facsimile will not be accepted.

3. 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 bidder's bid submittal.

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 of inspection and rejection. All expenses incurred in conjunction with furnishing articles for inspection shall be borne by the vendor.

4. ADDENDA OR BULLETINS

Any addenda or bulletins issued by the Mountain Empire Unified School 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 OF BIDS

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 thereof.

6. OPENING OF BIDS

Bids will be opened at the time and place scheduled in the NOTICE TO BIDDERS.

7. AWARD OR REJECTION OF BIDS

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. AGREEMENT

The form of agreement which the successful bidder, as contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement will be executed in two (2) original counterparts. The complete contract consists of the following documents: the Notice to Bidders, the Information for Bidders; the Scope of Work, the Special Provisions, the Accepted Bid Items with Specifications, and the Agreement; 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.

10. 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 contact the Director of the Child Nutrition Services Department, Mountain Empire Unified School District, 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 said Director, and a copy of such Addendum will be mailed, faxed or other wise delivered to each person receiving a set of such documents. The Mountain Empire Unified School District will not be responsible for any other explanation or interpretation of the proposed documents. **Request for Information Deadline: 10:00am, May 1, 2023.**

11. 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.

12. EQUAL BIDS

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

13. CONDITIONAL BID

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

14. 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 contract. The District will consider any Bidder found to be engaging in such practices to be a non-responsible Bidder and may reject its bid on that ground.

15. 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 successful Bidder must complete the EQUAL EMPLOYMENT OPPORTUNITY STATEMENT prior to signing the Agreement.

16. NAME OF THE COMPANY

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.

**END OF DOCUMENT
INFORMATION FOR BIDDERS**

SCOPE OF WORK

FROZEN, COMMODITY PROCESSED, REFRIGERATED, CANNED, DRY AND SNACK FOODS 2023/2024

1. GENERAL

The Mountain Empire Unified School District, Child Nutrition Services Department, (District) is soliciting bids for providing Frozen, Commodity Processed, Refrigerated, Canned, Dry and Snack Food items to be used in the Child Nutrition Services Program for the period **August 1, 2023 through July 31, 2024**. 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 vendor shall complete all information requested on the product bid sheets including:

Manufacturer Brand Name	Manufacturer Code Number
Purchase Unit Pack	Unit Price

2. METHOD OF AWARD

The contract will be awarded to the lowest responsive and responsible bidder(s) that meets the District's terms, conditions, and specifications. In awarding this bid, it will be based on an all-or-nothing bid. **THE DISTRICT RESERVES THE RIGHT TO AWARD BY AN ALL-OR-NOTHING BID, ALL ESTIMATED QUANTITIES AND PRICING ARE MULTIPLIED TO DETERMINE THE TOTAL PRICE FOR EACH ITEM. THE TOTAL OF THESE ESTIMATIONS ARE ADDED TOGETHER TO DETERMINE THE TOTAL PRICE BID BY EACH RESPONDENT. THE RESPONDENT WITH THE LOWEST TOTAL PRICE IS AWARDED THE CONTRACT.** The decision on this rests solely with the Director of Child Nutritional Services. The Governing board of the Mountain Empire Unified School 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. Vendors will be notified of the results by May 27, 2019

3. EVALUATION CRITERIA

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

- a. the purchase price;
- b. the reputation of the vendor and of the vendor's goods and services;
- c. a product evaluation
- d. the quality of the vendor's goods and services;
- e. the availability of the goods and services;
- f. the extent to which the goods and services meet the District's needs;
- g. the degree to which the goods and services comply with specifications;
- h. the vendor's past relationship with the District;
- i. the long-term cost to the District to acquire the vendor's goods and services;
- j. the discounts offered;

- k. minimum order and delivery quantities;
- l. any other relevant factor that a private business entity would consider in selecting a vendor.

4. DELIVERIES

Deliveries must be made weekly depending on the needs of the District to the following locations:

Mountain Empire High School Food Service Warehouses
3305 Buckman Springs Rd
Receiving Hours: 6:00 AM – 9:00 AM

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

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.

5. PRICES

Prices bid for all items shall be for the period **July 1, 2023 through July 31, 2024**. Vendor 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 term of the contract.

Prices are to be bid on the unit and in dollars to two (2) decimal places.

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.

6. PRICE CHANGES

The successful Bidder shall agree to negotiate all price changes and to supply the District with adequate pertinent documentation to support any price change requested. Documentation includes proof in writing that the vendor has incurred an increase in cost from the manufacturer of any item listed in this contract. **Price change requests must be submitted 30 days prior to implementation to the Child Nutrition Services Office.**

No price increases will be allowed within the first three (3) months of the bid period.

No price changes shall be effective until the District has reviewed and formally accepted all supporting documentation. The contractor shall continue to provide services at the original bid prices until the Director of Child Nutrition Services or the

Child Nutrition Services Coordinator provides formal written authorization. Fuel surcharges will not be accepted.

7. DISCOUNTS, REBATES, ALLOWANCES OR INCENTIVES

During the contract period, the successful bidder(s) must fully disclose all discounts, rebates, allowances or incentives received by their company from their suppliers. The full amount of any discount, rebate, allowance or incentive received based on purchases made on behalf of the Mountain Empire Unified School District must be returned to the District in the form of a rebate or credit.

8. MATHEMATICAL ERRORS

Should there be any error in extension, addition, or computation, the District shall be entitled to correct such errors based on the unit prices shown, and the corrected total shall be considered as representing the intention of the bidder and be used as the basis for comparison of bid submissions.

9. 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 participation.

10. ORDER SIZE

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

11. CASES, PACKAGES AND LABELING

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.

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.

Cases or product shall be clearly and legibly labeled with product name, code, weight, and count.

12. SPECIFICATION COMPLIANCE

All products bid must be in compliance with SB80 which states that no food items that are part of a reimbursable meal may contain artificial trans fats. The FDA defines "trans fat free" as less than .5 gm of trans fat per serving.

All products bid must also be in compliance with the requirements of the Healthy, Hunger-Free Kids Act of 2010. All grain items bid must contain 50 percent or more whole grains by weight or have a whole grain listed as the first ingredient on the ingredient label.

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, Vendor 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 Vendor shall make financial restitution to the District within 60 days after a written request.

Made In The U.S.A.

Pursuant to Section 104(d) the Child Nutrition Reauthorization Act of 1998, the District will purchase to the maximum extent possible, domestic products for use in the Food and Nutrition program.

13. NUTRITIONAL INFORMATION

Within thirty (30) days following the award of bid, the vendor may be required to 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.

In addition, a Product Formulation Statement from the manufacturer may be requested for all meat/meat alternate and grain items showing how the contributions to the school meal pattern were calculated.

Food manufacturers must disclose in plain language whether their products contain or may contain any of the top eight allergenic foods: egg, milk, peanut, tree nuts, soy, wheat, shellfish, and fish.

Nutritional information for each “or equal” item that is bid must be included in the original bid packet. An “or equal” bid will not be considered without written manufacturer specifications.

Vendor 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 EVALUATION– Samples Required Upon Request

If requested, bidders shall submit properly marked samples of each such article on which bid is made to: Mountain Empire Unified School District, Attention: Erin Miller, Director of Nutritional Services 3305 Buckman Springs Rd, Pine Valley, CA 91962

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 #CN2019-20, (3) Name of item and (4) Manufacturer brand and code number.

The Child Nutrition Services Department may request samples of products that meet requirements and need to be evaluated.

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 Vendor may be required to demonstrate certain item(s) that were bid.

Failure to comply with sample and evaluation requirements may result in the Vendor's disqualification from contract award.

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 Vendor 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 or state in which Processor's plant is located or by the applicable federal standards, whichever is higher.

16. QUALITY TESTING

The District reserves the right, at Vendor's expense, to submit sample products for testing by a public laboratory every two months to determine product safety and adherence to bid specifications. Additional tests may be ordered in the event that the District determines that a special test is 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 Vendor 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 Vendor 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 Vendor.

17. SUBSTITUTIONS

In the event the 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 Erin Miller, Director of Nutritional Services at (619) 473-9022 #125. An equal or better substitute product must immediately be made available to the District for approval and subsequent distribution to the cafeterias 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 Food Service Director in order to qualify for payment. If substitution is unavoidable due to market conditions, Vendor must provide 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 vendor should not hold more than 20% of the estimated annual usage of each bid item at any given time. The District will provide sixty (60) days notice to the vendor if a product is being discontinued.

Additions, deletions, or price adjustments will be allowed only upon written authorization of the Food Service Director.

19. INSPECTION OF FACILITIES – EVALUATION

The District reserves the right to inspect the facilities of the Vendor prior to award of the contract. If the District determines that after such inspection the Vendor is 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 bid period may be made.

20. SCHOOL BREAKS AND HOLIDAYS

The 2023/2024 school year begins on August 14, 2023. The District will observe the following breaks and holidays during the 2023/2024 school year: Labor Day, September 4; Veterans Day, November 10; Thanksgiving Break, November 20-24; Winter Break, December 22-January 5; Martin Luther King Day, January 15; Lincoln's Birthday February 16; President's Day, February 19; Spring Break, March 25 - April 5; Memorial Day, May 75. The school year ends on June 4, 2024.

Deliveries may be required during the summer months and break periods. The Vendor must submit their Holiday Delivery Schedules ten days prior to the holiday to the Food Service Director. Schedules may be emailed to erin.miller@meusd.org.

21. PURCHASE OUT OF CONTRACT

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

22. USAGE FIGURES

Vendor shall furnish the District with accurate usage quantities of the items under contract and shall submit the total District usage of each item quarterly as requested by the District.

23. ORDERING CONDITIONS

The Vendor will be required to use order forms designed by the District. As a minimum, each order will include product, quantity, product code, and description.

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

b) A NO-ORDER request by email will be provided when no delivery requirements are anticipated. The Vendor shall initiate action to ensure that product is delivered as scheduled to required site, unless the Food Service Director submits a NO-ORDER request.

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

24. COMMODITY FOODS

In the event of loss or damage to the District's commodity products by the Vendor, the Vendor agrees to replace or purchase the lost or damaged products at fair market value per USDA current guidelines.

Billing for commodity processed food items shall be according to the California System for commodity discounts. The District requires the value of the donated food contained in each case or unit of the end product to be reduced from the gross price. The Vendor is required to purchase the product from the manufacturer/processor at a net case price (which

includes all available discounts) and sells the end product to the District at a net price plus delivery charge.

Any products bid based on the Rebate System which requires the District to request a refund from the processor after the product is received must be clearly identified on the bid.

Fee for Service items are items that contain a minimum of 75 percent USDA donated foods in the end product. The Processor of District owned foods will bill the District the "Fee for Service," which consists of costs incurred in the conversion from the donated food to the end product. The Vendor will bill the District for delivery charges.

25. 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 vendor will retain a second copy to support the monthly statement.

26. 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 on a net 30.

Invoices and statements should be mailed to:

Mountain Empire Unified School District
Child Nutrition Services
Attn: Accounts Payable
3305 Buckman Springs Rd, Pine Valley, CA 91962
Or email to: erin.miller@meusd.org

27. CREDIT MEMOS

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.

28. ASSIGNMENT OF CONTRACT

No assignment by the Vendor of any contract to be entered into hereunder or any part thereof, or of funds to be received there under by the Contractor, 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 thereto in writing.

29. PREVIOUS PERFORMANCE

Vendors 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 agreement. Vendors 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 Vendors, 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 Vendor's past delivery and performance practices relating to any previous or existing contracts will be examined.

Vendors who have demonstrated poor performance will be subject to disqualification as a responsible Vendor, disqualifying the Vendor for contract award.

30. TERMINATION OF CONTRACT

The District, upon thirty days written notice to Vendor, may terminate this Agreement. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this Agreement.

31. DEFAULT

If the Vendor refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations in a timely manner, or if the Vendor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his sub-vendors should violate any of the provisions of this contract, the District may serve written notice upon him of its intention to terminate this contract. Such notice to contain the reasons for such intention to terminate this 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.

32. CERTIFICATIONS AND DISCLOSURES

When contracts exceed \$100,000, the Child Nutrition Services Department is required to obtain Certification Forms from existing and potential vendors regarding Suspension, Debarment, and Lobbying. All responding Bids must include these completed forms:

- a) Suspension and debarment certification
- b) Certification regarding lobbying
- 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.

**33. MICHELLE MONTTOYA SCHOOL SAFETY ACT (CHAPTER 588, 1997 STATUTES)
COMMUNICATION WITH PUPILS**

In performing this contract, the successful Bidder as Contractor shall be required to prohibit its employees from having contact with pupils. Any employees or subcontractors hired by the successful Bidder will not be permitted to come in contact with pupils or communicate with pupils. In the event the Contractor fails to prevent its employees from having contact with pupils and injury results from failure to prohibit pupil contact or communication with pupils, the Contractor shall defend, indemnify, protect and hold harmless the District. Any subcontractors hired by the Contractor shall be subject to and shall also comply with this provision. The Contractor and subcontractor shall be jointly and severally liable for any jury that results from the subcontractors' failure to comply with this provision.

34. WORKERS' COMPENSATION INSURANCE

The District does not furnish workers' compensation insurance for employees of Vendors. It is understood that Vendor's employees and agents of Vendors are not employees of the District.

The Contractor shall provide, during the life of this contract, workers' compensation insurance for all of his employees engaged in work under this contract. The Contractor shall file with the District certificates of his insurance protecting workers. Failure to furnish such evidence will result in the District declaring the Vendor to be non-responsive or non-responsible.

35. 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.
Subject to the same limit for each person on account of one accident, in an amount not less than...	\$1,000,000.00
Property Damage Insurance in an amount not less than...	\$1,000,000.00
Commercial Automobile Liability Insurance for owned and non owned vehicles not less than...	\$1,000,000.00

The Contractor shall furnish proof thereof in the form of a Certificate of Insurance within thirty (30) days of the effective date of this Agreement. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, 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 Contractor hereunder 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, Contractor 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 Contractor's responsibility for payment of damages resulting from operations under this agreement.

36. HOLD HARMLESS CLAUSE

The Vendor shall hold harmless and indemnify the Mountain Empire Unified School District (MEUSD) 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 Vendor or by any person, firm, or corporation employed directly or indirectly by him upon or in connection with this performance under the purchase order.

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

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 Vendor, at his own expense and risk, shall defend any legal proceeding that may be brought against MEUSD 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.

37. LICENSES REQUIRED OF THE VENDOR

The Vendor 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.

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 vendors. **A copy of the most recent certificate is to be enclosed with this Bid Packet.**

38. HACCP

Vendors are required to maintain a food safety system based on Hazard Analysis Critical Control Point (HACCP) principles and may be required to provide documentation of such practices.

39. RENEWAL CLAUSE

This bid is for one year only. Vendor shall indicate in the appropriate space if he/she would accept the option to renew.

40. 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 Contractor shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees and investigation expenses.

**END OF DOCUMENT
SCOPE OF WORK**

BID FORM

TO: The Mountain Empire Unified School District, acting by and through its Governing Board, herein called the District:

1. Pursuant to and in compliance with your Notice to Bidders and other documents relating thereto, the undersigned Bidder, having familiarized the terms of the Agreement, 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 Child Nutrition Services Department of said District for the prices set opposite 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 from 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. Contractor will provide products and services in the time specified in the Agreement of said Contract Documents.
4. Notice of acceptance or request for additional information should be addressed to the undersigned at the address stated below.

I, _____, the _____ of the Bidder, hereby
Name of Signer Title

certify under 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 _____, 2023 at _____,
City
_____, California.
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 THE SIGNER:

Business Address: _____

Telephone: _____

Fax: _____

E-mail: _____

**END OF DOCUMENT
BID FORM**

SPECIAL PROVISIONS

AWARD AND ADMINISTRATION

This contract is being awarded by the Mountain Empire Unified School District.

TERMS

All terms set forth in the bid shall include but not be limited to price, delivery, applicable discounts, service and packaging.

LENGTH OF CONTRACT:

This bid is a one (1) year contract beginning August 1, 2023 through July 31, 2024. The District reserves the right to award this contract for an additional two (2) years.

VENDOR AGREEMENT:

_____ Yes _____ No for the period of August 1, 2023 through July 31, 2024.

If yes, total negotiated percentage increase not to exceed _____%.

_____ Yes _____ No for the period of August 1, 2023 through July 31, 2024.

If yes, total negotiated percentage increase not to exceed _____%.

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

ADD CORPORATE SEAL, IF A CORPORATION AUTHORIZED SIGNATURE OF BIDDER

**END OF DOCUMENT
SPECIAL PROVISIONS**

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 _____, 2013 at _____,
California.

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

END OF DOCUMENT
NON-COLLUSION AFFIDAVIT

CONTRACTOR'S 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 of 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.)

ADD CORPORATE SEAL, IF A CORPORATION AUTHORIZED SIGNATURE OF BIDDER

END OF DOCUMENT

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

"I hereby certify to the Mountain Empire Unified 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 of 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.)

ADD CORPORATE SEAL, IF A CORPORATION AUTHORIZED SIGNATURE OF BIDDER

**END DOCUMENT
EQUAL OPPORTUNITY STATEMENT**

SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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 ON REVERSE)

- (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.

Mountain Empire Unified School District
Name of School Food Authority

CN-2019-20
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) 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 excluded,” 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.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** APPLICANT'S ORGANIZATION**

[Redacted]

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Pref [Redacted] * First [Redacted] Middle [Redacted]

* Last [Redacted] Suff [Redacted]

* [Redacted]

*** SIGNATURE:** [Redacted] *** DATE:** [Redacted]

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> 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 <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/>
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <input type="text"/> , if known: Congressional District, if known: <input type="text"/> 4c		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Congressional District, if known: <input type="text"/>
6. Federal Department/Agency: <input type="text"/>	7. Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <input type="text"/>	
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: <input type="text"/> Print Name: <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text"/>
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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 estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023, in the County of San Diego, State of California, by and between the Mountain Empire Unified School District, hereinafter called the District, and _____, hereinafter called the Contractor,

WITNESSETH that 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 NUMBER NS2023.2024

FROZEN, COMMODITY PROCESSED, REFRIGERATED, CANNED, DRY AND SNACK
FOODS

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, 2023 through July 31, 2024. 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 Agreement 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 Agreement, 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 Agreement and Contract may be terminated upon 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 bid with a minimum of 4 days notice to determine if the specifications and terms of the bid are being met. Denial of this right will result in termination of the contract.

ARTICLE 5: COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement 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 to Bidders
Check List for Bidders
Information for Bidders
Scope of Work
Bid Form
Special Provisions
Non-Collusion Affidavit
Contractor's Certificate Regarding Workers' Compensation
Equal Opportunity Statement
Suspension and Debarment Certification
Certification Regarding Lobbying
Disclosure of Lobbying Activities
Agreement
Addenda Nos. _____, _____, _____, as issued
Bid Sheet Instructions
Bid Sheets with Specifications

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 AGREEMENT AND NOTICES This Agreement 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:	MOUNTAIN EMPIRE UNIFIED SCHOOL DISTRICT Attention: Erin Miller Director of Nutritional Services 3291 Buckman Springs Rd Pine Valley, CA 91962 Telephone: (619) 473-9022 #125
-------------------	---

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

 Telephone: _____
 Fax: _____
 E-mail _____

All notices given or required to be given pursuant to this Agreement 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 Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

DISTRICT:

_____ MOUNTAIN EMPIRE UNIFIED SCHOOL DISTRICT

By _____

By _____

 Printed Name of Signer

Title _____

Asst. Superintendent of Business Services

(Corporate Seal if Corporation)

**END OF DOCUMENT
 AGREEMENT**

BID SHEET INSTRUCTIONS

VENDOR: _____

INSTRUCTIONS FOR COMPLETION OF BID SHEETS:

1. Preferred brands and product numbers are listed next to the item descriptions on the bid sheets. If a different brand or code is bid, please provide that information in the "description", "brand" and "changes/notes" column. For all different brands and/or codes, the vendor must provide specifications documenting that the quality is equal to or better than the one specified.
2. When packaging is different than the pack size specified, note changes under the "pack size" column as well as "changes/notes column".
3. If any item is considered a special order, the amount of lead time required for the vendor to deliver this item must be clearly stated in the "changes/notes" column.
4. Please write the words "No Bid" in the "changes/notes" column for any item that is not being quoted.

PLEASE STATE ANY MINIMUM DELIVERY REQUIREMENTS:

**END OF DOCUMENT
BID SHEET INSTRUCTIONS**