



PERRIS UNION

HIGH SCHOOL DISTRICT

BID DOCUMENTS

Bid #092816

Snacks and Beverages

PERRIS UNION HIGH SCHOOL DISTRICT
BID #092816 – SNACKS AND BEVERAGES

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN Notice is hereby given that the Perris Union High School District, hereinafter referred to as the "DISTRICT", will receive sealed bids for the award of a contract for the purchase of Snacks and Beverages.

PLACE FOR SUBMITTING BIDS: Bids must be submitted to the District at the following location ("Place for Submitting Bids"):

Perris Union High School District
Purchasing Department, 2nd Floor
Attention: Nick Newkirk
155 E. 4th Street
Perris, CA 92570

BID DEADLINE: Bids must be received at the Place for Submitting Bids no later than **2:00 p.m.** on **September 28, 2016** ("Bid Deadline").

BID DOCUMENTS: Bidders may obtain the documents necessary to submit a bid ("Bid Documents") *via the District website at <http://www.puhsd.org/blogs/contracting-opportunities> or via email from Nick Newkirk at nick.newkirk@puhsd.org.*

QUESTIONS REGARDING THE BID: All questions concerning this Bid shall be submitted in writing by e-mail to the Director of Purchasing, Nick Newkirk, at nick.newkirk@puhsd.org on or before **September 23, 2016 at 4:30pm**. Please indicate the Bid title (**BID #092816 – Snacks and Beverages**) in the subject line. Contact with District personnel shall be made only through e-mail; telephone calls will not be accepted. Answers to questions will be posted on the District Website as RFIs.

All notices, clarifications, and addenda to this Bid shall be posted on the District website at <http://www.puhsd.org/blogs/contracting-opportunities>. The District shall not be responsible for sending individual notification of changes or updates to any respondents. ***It is the sole responsibility of the bidders to remain apprised of changes to this Bid as shown on the District website.***

The District reserves the right to reject any or all bids or parts thereof, to be the sole judge of the merits and qualifications of all bids, to waive any informality in a bid, not necessarily accept the lowest of any offered and to extend the bidding period. Design, specifications, service, delivery, and quality may be considered in making selections.

9/12/16, 9/19/16
Press Enterprise

**PERRIS UNION HIGH SCHOOL DISTRICT
BID #092816 – Snacks and Beverages**

BID INSTRUCTIONS & CONDITIONS FOR BIDDERS

1. PREPARATION AND SUBMISSION OF BID FORM

Perris Union High School District invites bids on the form enclosed to be submitted no later than **2:00 p.m. on September 28, 2016**. All blanks on the bid form must be appropriately completed. Each bid must be submitted in a separate sealed envelope bearing on the outside "**BID #092816 – Snacks and Beverages**". It is the sole responsibility of the bidder to ensure that the bid is received by **2:00 p.m. on September 28, 2016**. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. PLACE FOR SUBMITTING BIDS: Bids must be submitted to the District at the following location ("Place for Submitting Bids"):

Perris Union High School District
Purchasing Department, 2nd Floor
Attention: Nick Newkirk, Director of Purchasing
155 E. 4th Street
Perris, CA 92570

3. BID OPENING

All bids shall be publicly opened at **2:00 p.m. on September 28, 2016** at the:

PERRIS UNION HIGH SCHOOL DISTRICT
Business Services Conference Room, 2nd Floor
155 East 4th Street
Perris, CA 92570

4. BID DOCUMENTS: Bidders may obtain the documents necessary to submit a bid ("Bid Documents") *via the District website at <http://www.puhsd.org/blogs/contracting-opportunities> or via email from Nick Newkirk at nick.newkirk@puhsd.org.*

5. QUESTIONS REGARDING THE BID: All questions concerning this Bid shall be submitted in writing by e-mail to the Director of Purchasing, Nick Newkirk, at nick.newkirk@puhsd.org on or before **September 23, 2016 at 4:30pm**. Please indicate the Bid title (**BID #092816 – Snacks and Beverages**) in the subject line. Contact with District personnel shall be made only through e-mail; telephone calls will not be accepted. Answers to questions will be posted on the District Website as RFIs.

All notices, clarifications, and addenda to this Bid shall be posted on the District website at <http://www.puhsd.org/blogs/contracting-opportunities>. The District shall not be responsible for sending individual notification of changes or updates to any respondents. ***It is the sole responsibility of the bidders to remain apprised of changes to this Bid as shown on the District website.***

6. SIGNATURES

Bids must be signed with the firm name and by an authorized officer, agent or employee. Obligations assumed by such signature must be fulfilled.

7. MODIFICATIONS AND CORRECTIONS

Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which is not specifically called for in the bid documents may result in rejection of bid as not being responsive to the invitation to bid. No oral or telephone bids or modifications shall be considered. The bid submitted must not contain any erasures, inter-lineation, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the bid. Bids should be verified before submission and cannot be withdrawn after their opening.

8. ACCEPTANCE

Bid on each item separately. Prices shall be stated in units specified. The Board will not be responsible for errors in extensions. The right is reserved to reject any or all bids; to waive any irregularities or informalities in any bid or in the bidding; and to accept or reject any items in the bid. No bidder may withdraw their bid for a period of sixty (60) days after the date set for opening thereof.

9. WITHDRAWAL OF BID

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

10. TIE BIDS: Whenever bids are equal, preference shall be given to firms located within the school district and/or firms with whom the District has had satisfactory business relationships, in the order named.

11. NUTRITIONAL INFORMATION

In order to accommodate the computerized menu system utilized by the Nutrition Services Department, the successful bidder shall be required to provide a complete nutrient analysis of all products and CN labeling, as requested by the District. The nutrient information may be obtained from an independent laboratory.

Contractor will be required to utilize the **CALIFORNIA COMPETITIVE FOOD STANDARDS COMPLIANCE CALCULATOR**, which can be accessed at: <http://californiaprojectlean.org/doc.asp?id=180&parentid=95>

The following information will be required from the manufacturer: weight (gr.), water content (gr.) calories (Kcal), protein (gr.), carbohydrate (gr.), fat (gr.), polyunsaturated fat (gr.), saturated fat (gr.), trans fat (gr.), cholesterol (mg), dietary fiber (gr.), vitamin A (IU), vitamin C (mg), and iron (mg).

ALL PROCESSED FOODS SHOULD CONTAIN NO ADDED ARTIFICIAL TRANS FAT.

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, what, or soybeans.

Contractor shall notify Nutrition Services whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Nutrition Services Department.

12. BRANDS

Brand names are included for descriptive purposes to indicate the quality, design, and utility desired, but the specification is not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this bid. Each bidder shall indicate the manufacturer's name and case pack of the brand(s) being bid and shall submit all samples in accordance with the SAMPLES

provision of this bid.

13. SUBSTITUTIONS

Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitation a description and shall be deemed to be followed by the word "or equal" unless the bid specifically requires no substitutions. When submitting bids on brands other than those specified, the submitter must state on the bid the brand, quality, code number, or other trade designation on each item bid other than "as specified". Bidder shall furnish samples and/or full descriptive information covering the product bid on, properly marked and showing item number and page number on each sample or description before closing time of bid.

All Substitution Requests shall be submitted in writing by e-mail to the Director of Purchasing, Nick Newkirk, at nick.newkirk@puhsd.org on or before **September 23, 2016 at 4:30pm**. Please indicate the Bid title (**BID #092816 – Snacks and Beverages**) in the subject line. Contact with District personnel shall be made only through e-mail; telephone calls will not be accepted. Answers to substitution requests will be posted on the District Website as RFIs.

14. SAMPLES

The District reserves the right to request samples of items bid prior to the award, if the bidder is bidding items/brands other than those specified or where no brand is indicated in the bid document, the following shall apply:

- A. Samples must be submitted to:

PERRIS UNION HIGH SCHOOL DISTRICT
NUTRITION SERVICES, 2nd Floor
155 East 4th Street
Perris, CA 92570

Between the hours of 8:00am and 3:00pm prior to September 23, 2016, after which no samples will be accepted.

- B. Samples must be submitted free of charge. Samples must be clearly marked as to which bidder they belong to. Submit only 1 sample unit, i.e. 1 Container, not a case.
- C. All packages containing samples must be clearly labeled "**BID #092816 – Snacks and Beverages**" and each sample clearly identified as to the bid and item numbers under which it is to be considered.
- D. Samples which do not comply with these instructions shall not be considered for award.
- E. All samples become the property of the soliciting group unless otherwise agreed to between the group and the bidder.

15. QUALITY

All workmanship, materials, and articles incorporated in the items covered by this specification shall be the best available grade of their respective kinds for the purpose for which the items are to be used.

16. AUDITS AND INSPECTIONS

The successful bidder shall submit to third party audits and/or inspections initiated by the District during the term of the contract and for one year following the end of the contract. Audits and/or inspections

will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Successful bidder must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

17. DISCOUNTS

Bidder must submit lowest price for all items. Discounts will not be allowed or considered on the bid form. Bidder shall offer one firm, fixed price for each item offered on the Bid Form for all items.

18. BID NEGOTIATIONS

A bid response to any specific item of this bid with terms such as “negotiable”, “will negotiate”, or similar, will be considered non-responsive to that specific term.

19. LEGAL REQUIREMENTS

All bidders are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.

20. METHOD OF PRICING AND COMPLETING BID

Bidder shall offer one firm, fixed price for each item offered on the Bid Form for all items.

Alternate bids will be rejected. Bidder shall not restrict quotations for any item to minimum order value or minimum order quantity. Bids stating “will negotiate” or “to be determined” or similarly vague language will be considered as non-responsive and will be subject to rejection of bid.

Errors in price computation on the Quotation sheets do not relieve bidder from holding price offered. Veracity of prices or percentage figure submitted in this bid is the sole responsibility of the bidder.

Bid each item separately. Prices must be stated in the units specified and remain firm for all orders placed during the Agreement Period. Prices must be firm until June 30, 2017. Price increases may only be on a pass through basis, (i.e., increase to distributor five cents, increase to District five cents) and must be preceded with thirty (30) calendar days written notification to the District. All price increase requests must be accompanied by written proof of increase by suppliers. Products ordered prior to price increase and calling for immediate delivery will be billed at original price regardless of delivery date.

21. METHOD OF AWARD

The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its specifications, or which are most economical and/or best suited for the purpose of acceptance for forty-five (45) calendar days after the bid opening date.

By submitting a Bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, will rate each of the criterion listed below. Valuation for each criterion rests in the sole discretion of the District.

- **Pricing: 75 points**
 - The points for Pricing will be computed as a result of summing the totals on the Bid Form to arrive at a grand total to determine the lowest bid price.
- **Quality of Service: 25 points**
 - The points for Quality of Service will be based on quality of references, experience in the industry working with School Districts, experience with the District, available delivery schedules, and conduct and performance under other School District contracts.

22. COMMUNICATION OF AWARD

The Award of Bid will be made at the the District's Board of Education meeting on October 21, 2016. However, the Award of Bid shall not become binding until the Agreement has been fully executed, a signed Purchase Order has been issued, and all necessary insurance and Contract documentation has been provided to the District.

23. DELIVERY SERVICES

After receiving written notification of award, each successful bidder shall be required to commence with the delivery of all items which they have been awarded immediately after receipt of a participating district purchase order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this bid. It is understood that the bidder agrees to deliver all items on which bids are accepted to the addresses indicated on the bid form. **All costs for delivery, drayage, or freight, or the packing of said articles are to be borne by the bidder.** Additional, all prices offered by bidders must include on site off loading and inside delivery. Absolutely **no fuel surcharges** may be levied during the term of the contract. All items ordered during the contract period shall be delivered FOB destination to each school site location specified Appendix A – Delivery Schedule.

24. EVIDENCE OF RESPONSIBILITY

Upon request of the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing the company's financial resources.

25. BID DOCUMENTS

Notice Inviting Bids, Bid Instructions & Conditions for Bidders, Contract Terms and General Conditions, Bid Label, Bid Form, Non-Collusion Declaration, Suspension and Debarment Certification – U.S. Department of Agriculture, Disclosure of Lobbying Activities, Bidder References Form, Appendix A – Delivery Schedule by Site, and Agreement. Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint himself with the conditions and terms affecting the performance of the Agreement if awarded. The bidder's submission of a bid shall be taken as prima facie evidence of compliance with this section. Bids should be verified before submission, as they cannot be withdrawn after their opening.

26. TAXES

The District will pay for state and local taxes. Do not include taxes on the Bid Form.

27. QUANTITIES

Quantities shown are estimated usage of the District for the bid period. The District reserve the right to purchase more or less of the units specified. Prices bid shall be firm and shall not increase or include shipping or any additional handling fees for sites ordering in small quantities.

28. MULTI-YEAR EXTENSIONS

Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 39644 and 81644, this bid may be extended (by mutual consent expressed in writing) for two (2) additional one-year periods.

29. PRICES

All prices must remain firm through June 30, 2017. All price increase requests must be supported by written proof, found to be satisfactory to the District. Price increases may only be on a pass through basis, (i.e., increase to distributor five cents, increase to District five cents) and must be preceded with thirty (30) calendar days written notification to the District. All price increase requests must be accompanied by written proof of increase by suppliers. Products ordered prior to price increase and

calling for immediate delivery will be billed at original price regardless of delivery date.

30. PLACEMENT OF ORDERS

Orders shall be issued directly to the Contractor by participating school sites, commencing from the date of the fully executed Agreement at which point a signed Purchase Order has been also been issued and all necessary insurance and Contract documentation has been provided to the District.

31. INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with the bid specifications shall be replaced by the Vendor at no additional cost to the District. Failure to replace items not meeting bid specifications and/or defective items shall be considered sufficient cause for default. All substitutions must have prior approval.

All items provided under this bid shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, and processing. Inspection shall be the responsibility of the school district and unacceptable products shall be replaced by the bidder at no cost to the participating school district. Failure to replace said items within ten (10) calendar days from receipt of such request shall be considered sufficient cause for default.

32. BUY AMERICAN PROVISION

Federal regulations require that to the maximum extent possible, only domestic products should be purchased consistent with the "Buy American" provisions of Public Law (P.L.) 105-136 under the Richard B. Russell National School Lunch Act. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Upon request, bidders shall provide certification of the origin of food products.

33. INSPECTION OF FACILITIES - EVALUATION

The District reserves the right to inspect the facilities of the bidder prior to award of the contract. The District may request to review the bidder's current Hazard Analysis Critical Control Points (HACCP) food safety system for their facility in order to insure optimum storage and distribution practices. If the District determines that after such inspection that the bidder 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.

34. FOOD DEFENSE

Bidder's distribution facility must be registered with the Food and Drug Administration and meet the requirements outlined in the public Health Security and Bioterrorism Preparedness and Response Act (Public law 107-188, Section 305). For further information visit the FDA's official site at <http://www.fda.gov/Food/GuidanceRegulation/FoodFacilityRegistration/default.htm>. Failure to register prior to the close of the bid shall result in the bidder's disqualification for contract award.

35. SAFETY AND SANITATION

Food Services staff will only receive product that meets all food safety and sanitation requirements, therefore Food Services staff may at any time:

- Inspect delivery trucks for any signs of contamination.
- Check all expiration and best if used by dates.
- Use thermometers to check temperatures.
- Accept product only at acceptable temperatures.
- Reject unacceptable items.

36. HEALTH INSPECTION

The vendor must include a copy of the most recent Environmental Health Official Inspection Report of all operating facilities producing product for this bid with the bid package.

37. SAFETY REGULATIONS

All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (CalCode), and Riverside County Environmental Health Services.

38. DEFAULT

The District may, by written notice of default to the Vendor, terminate the whole or any part of their order under this Agreement if:

- A. The Vendor fails to make delivery within the time specified herein.

OR

- B. The products received are of inferior quality and not the same as specified or shown at the sampling. These items shall be returned at the seller's cost. Seller shall arrange for pick up after written notification by the District. Seller shall be responsible for cost of replacement if purchaser deems it necessary to procure suitable substitute items from supplier other than original seller. Purchaser may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

OR

- C. If the successful bidder fails or neglects to furnish or deliver any equipment, products, materials or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this bid document in its entirety, the District reserves the right to purchase the items herein specified from another vendor, after providing the vendor with a ten (10) calendar day cure period. All additional costs or expenses incurred by reason of the failure of the successful bidder, as above stated, shall be paid by such bidder and his sureties, if any. The price paid by the District shall be considered the prevailing market price at the time such purchase is made. In the event that any of the participating school districts terminate their orders in whole or in part, they may procure supplies or services similar to those so terminated from other sources, and the Vendor shall be liable to the participating school districts for any additional costs for such similar supplies or services.

The Vendor shall not be liable for any excess costs if the failure to perform under this Agreement arises out of causes beyond their control.

Such causes may include, but are not restricted to: acts of God or of the public enemy, acts of the Government, acts of any of the participating school districts or anyone employed by them, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases are excluded from this section.

The Vendor shall be required to deliver all supplies or services under this Agreement which are not terminated.

39. INDEPENDENT CONTRACTORS

While providing the items included herein, the Vendor is an independent contractor and not officer, employee, or agent of the District.

40. ANTIDISCRIMINATION

It is the policy of the District that in connection with all services performed for any participating school district, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.

USDA Non-Discrimination Statement:

http://www.usda.gov/wps/portal/usda/usdahome?navtype=RT&parentnavid=HOME&navid=NON_DISCRIMINATION

41. LIABILITY

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

42. BIDDER'S DISCLOSURE INFORMATION

All disclosure, certification and non-collusion forms or affidavits contained in this bid must be completed and submitted prior to the final award.

43. BID PROTESTS

Any bidder may file a bid protest but only those bidders who have actually submitted a bid on the project shall have the right to file a Bid Protest. The protest shall be filed in writing with the District's Director of Purchasing not more than five (5) business days after the date of the bid opening. Untimely Bid Protests will not be reviewed by the District and will be returned to the bidder. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest, protest related questions, and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

1. Content of Bid Protest: The Bid Protest must contain a complete statement of all grounds (both factual and legal) for the Bid Protest. The Bid Protest must contain all facts, refer to the specific portion(s) of any document relied upon, and shall include copies of all documents referred to in the protest. Any grounds not set specifically forth in the Bid Protest are waived. The party filing the Bid Protest must concurrently transmit a copy of the Bid Protest to the bidder deemed to be the apparent lowest responsible bidder.
2. Resolution or Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. District will issue a written decision within fifteen (15) business days of receipt of the Bid Protest, unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the protest, but may do so at the option of the District, or if otherwise legally required. The Decision on the bid protest will state the reasons for the actions taken by District and will be copies to all parties involved in the protest.
3. Appeal: If the protesting bidder or the apparent lowest responsible bidder is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent of Business Services within three (3) business days after receipt of the District's written Decision on the Bid Protest.

The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Perris Union High School District
Candace Reines, Assistant Superintendent of Business Services
155 East 4th Street
Perris, CA 92570

4. **Appeal Review and Finality:** Assistant Superintendent of Business Services or their designee shall review the Decision on the Bid Protest from the Director of Purchasing and issue a written response to the Appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. The written decision of the Assistant Superintendent of Business Services or the Hearing Office shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.
5. **Reservation of Rights to Proceed with Project Pending Appeal:** The District reserves the right to proceed to award the bid item(s) or Project and commence with the project pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.
6. **Waiver:** The procedures and time limits set forth in this Bid Protest are mandatory and are the bidder's sole and exclusive remedy in the event of a Bid Protest. The bidder's failure to comply with any of this Bid Protest Procedure shall constitute a waiver of any right to pursue a Bid Protest or in any way challenge the award, including but not limited to, any challenge pursuant to the California Public Contract Code, filing of claim pursuant to the California Government Code, or filing of any other legal proceedings.

End of Instructions and Conditions for Bidders

**PERRIS UNION HIGH SCHOOL DISTRICT
BID #092816 – Snacks and Beverages**

CONTRACT TERMS AND GENERAL CONDITIONS

1. TIME AND PLACE OF BID OPENING

All bids shall be publicly opened at **2:00pm on September 28, 2016** at the:

PERRIS UNION HIGH SCHOOL DISTRICT
Business Services Conference Room, 2nd Floor
155 East 4th Street
Perris, CA 92570

Bids received after that time will not be considered and will be returned to bidder unopened.

2. CONTRACT DOCUMENTS

The complete Contract will include the Notice Inviting Bids, Bid Instructions & Conditions for Bidders, Contract Terms and General Conditions, Bid Label, Bid Form, Non-Collusion Declaration, Suspension and Debarment Certification – U.S. Department of Agriculture, Disclosure of Lobbying Activities, Bidder References Form, Appendix A – Delivery Schedule by Site, the bid of the contractor and its acceptance by the District, the signed Purchase Order issued by the District, and the fully executed Agreement, any of which shall be interpreted to include all provisions of the other documents as though fully set forth therein.

3. ERRORS AND OMISSIONS

It shall be the responsibility of the bidder to acquaint him/herself with the contract documents before submitting a bid, and the bidder shall assume full liability for any errors or omissions in their bid.

4. AWARD OF CONTRACT

A successful bid must deliver the items with the required delivery schedule in order to be declared responsive to this bid. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its specifications, or which are most economical and/or best suited for the purpose of acceptance for forty-five (45) calendar days after the bid opening date.

By submitting a Bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, will rate each of the criterion listed below. Valuation for each criterion rests in the sole discretion of the District.

- **Pricing: 75 points**
 - The points for Pricing will be computed as a result of summing the totals on the Bid Form to arrive at a grand total to determine the lowest bid price.
- **Quality of Service: 25 points**
 - The points for Quality of Service will be based on quality of references, experience in the industry working with School Districts, experience with the District, available delivery schedules, and conduct and performance under other School District contracts.

The Award of Bid will be made at the the District's Board of Education meeting on October 21, 2016. However, the Award of Bid shall not become binding until the Agreement has been fully executed, a

signed Purchase Order has been issued, and all necessary insurance and Contract documentation has been provided to the District.

5. AGREEMENT PERIOD

Minimum contract term is through June 30, 2017. The contract may be extended upon mutual consent between the District and Contractor thereafter upon Board approval renewed for an additional two (2) one (1) year periods for a maximum of three (3) years, in accordance with Education Code Section 81644. The contract will not automatically renew. The District reserves the right to terminate the contract effective at the end of each annual period.

6. DISCONTINUATION OF SERVICE

If Contractor shall fail to deliver any product or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such a manner as seems to the Governing Board to be to the best advantage of the District.

The Governing Board reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder; provided satisfactory proof is furnished to the Governing Board if requested.

The District may discontinue service upon 24-hour notice for reason of unsatisfactory product or service. FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.

7. ADDITIONAL ITEMS

The District reserves the right to add items to the contract during the contract period. Please quote a percentage mark-up over your landed cost for all other products not listed on this bid form. Proof of your landed cost will be required from time to time on any items.

8. ORDER CONDITIONS

There shall be no minimum delivery of dollar volume or case counts.

If the desired product is absolutely not available for any reason, the District shall be notified at least one day in advance of two days in advance of the shortage and the District shall be given options of a product that is of the same or higher quality at the same unit cost. Continued shortages or substitutions will be grounds for termination of this agreement.

9. PRODUCT QUALITY CONTROL

The District reserves the right to discontinue service of all or any portion of any contract resulting from this bid for any reason determined by the District to be detrimental to health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor 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.

The contractor shall furnish proof of an operational Hazard Analysis Critical Control Point (HACCP) plan at the time of bid submission. Also, the Contractor shall provide products from manufacturers with

HACCP systems in place. Additionally, Contractor shall provide products from manufacturers requiring a State, local or Federal Environmental Services inspection, or other third party governmental agency with regulating authority and jurisdiction over product manufacturers.

Contractor shall follow appropriate procedures for First in First Out (FIFO) stock rotation system.

In the event of product contamination issue, Contractor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted at the time of bid.

10. INFERIOR PRODUCT

The Contractor agrees to permit inspection of snacks & beverages by a representative of the District's Nutrition Services Department with the right of rejection of inferior merchandise. The District's decision shall be final.

11. PACKAGING

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

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

12. DELIVERIES

Deliveries shall be made a minimum of once or twice per week to the school sites listed in the attached schedule (Appendix A – Delivery Schedule)..

All deliveries of perishable product shall be made in refrigerated trucks when appropriate and made in accordance with the attached schedule (Appendix A – Delivery Schedule).

The District as a matter of non-responsiveness shall reject all bids (regardless of price) that fail to indicate ability to deliver the product within the required time to the required locations. Give careful attention to the delivery sites and requirements submitted by the District included in the the attached schedule (Appendix A – Delivery Schedule).

Please note that keys are available and that dark drops will be allowed.

The District may discontinue service upon 24-hour notice for reason of unsatisfactory service. FAILURE TO DELIVER IN ACCORDANCE WITH THESE SPECIFICATIONS SHALL CONSTITUTE UNSATISFACTORY SERVICE.

13. DELIVERY SLIPS/INVOICES AND STATEMENTS

Delivery slips/Invoices shall be submitted in triplicate with each delivery to the participating school sites and shall contain the following information: purchase order number, item number, item description, quantity, unit price, extended totals, and applicable discounts for items delivered as follow:

Original – signed by person receiving material and retained by Contractor

Duplicate – shall be left at each location – Nutrition Services Department Copy

Triplicate – shall be left at each location – Site Copy

Failure to enter the above information on the invoice may cause delay in payment.

Statements must be submitted on a monthly basis and be itemized by site or a separate statement per site. Either will be accepted.

14. PAYMENT

Payment will be made within 30-60 days after actual delivery of goods to the required destination as outlined in the **DELIVERIES** conditions and receipt of invoices acceptable to the District.

15. SAFETY AND SECURITY

The Contractor shall comply with all District safety regulations. Contractor's representatives driving motor vehicles on school grounds must use extreme caution at all times, not just during school hours. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to Art Fritz, Director of Maintenance and Operations at (951) 941-7557.

16. INDEMNIFICATION

To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless the District, and its officials, agents, volunteers and employees ("indemnified parties") from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of Vendor's performance under this agreement, regardless of whether such claim, damage, loss or expense is caused in part by an indemnified party. This includes, but is not limited to, claims, damages, losses and expenses arising from injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, Vendor shall not be obligated to indemnify an indemnified party for liability due to willful misconduct, active negligence, or sole negligence for which that indemnified party is legally responsible. Vendor shall, if requested by the District, defend using counsel approved by the District in its sole discretion.

17. MINIMUM INSURANCE REQUIREMENTS

Vendor shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should Vendor maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

1. Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including operations, products and completed operations and contractual liability with limits not less than \$1,000,000.00 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products - Completed Operations Aggregate for bodily injury, personal injury, and property damage.
 - a. The Commercial General Liability Coverage shall include the following endorsements:
 - i. The District, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement"
 - ii. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement";

- iii. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable “when required by written contract or agreement”.
 - b. The Commercial General Liability Coverage shall not include the following endorsements:
 - i. Amendment of Contractual Liability
 - ii. Total Pollution Exclusion
 - iii. Cross Suits Liability Exclusion
- 2. Automobile Liability, using a standard ISO Business Auto CA 00 01 form with limits not less than \$1,000,000.00 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.
 - a. The Business Auto coverage shall include the following endorsements:
 - i. Broadened Pollution Coverage Endorsement;
 - ii. The District, its Board, officers, agents and employees shall be included as Designated Insureds or a blanket additional insured endorsement applicable “when required by written contract or agreement”;
 - iii. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement”;
 - iv. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable “when required by written contract or agreement”.
- 3. Workers’ Compensation including statutory coverage as required by the State of California and including Employers’ Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.
 - a. The Workers’ Compensation coverage shall include the following endorsements:
 - i. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement”;
 - b. If Vendor is using a Professional Employer Organization or any other type of staffing company to lease employees, Vendor must notify and seek approval from the Risk Management Department of the District prior to the execution of this Agreement.
- 4. Umbrella or Excess Liability coverage with limits not less than \$1,000,000.00 excess over the Commercial General Liability, Automobile Liability and Employer’s Liability.

- a. The Umbrella or Excess Liability coverage shall include the following endorsements:
 - i. All endorsements required under Paragraphs I. 1., I. 2., I. 3. Above;
- 5. If Vendor has access to or will be receiving any personal or private information about the District or its students, personnel, students or parents or any other third party:
 - a. Cyber Liability Insurance with limits not less than \$2,000,000 for each occurrence or event with an annual aggregate of \$2,000,000.
 - b. The policy shall minimally cover claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
 - c. The policy shall protect the District for breach response costs as well as regulatory fines and penalties with a limit that equals not less than \$200 per student in the aggregate.
- 6. Should any of the insurance policies contain either a deductible or self-insured retention, the Vendor shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs.
- 7. Should any required insurance policies be cancelled, non-renewed or if the Vendor fails to renew, Vendor shall provide notice of such cancellation immediately to the District.
- 8. All insurance policies as required in this section shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII.
- 9. Certificates of Insurance Coverage shall be filed by Vendor with the District evidencing all of the insurance coverages required in this section at the time this Agreement is executed. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered default by Vendor. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

18. PRICE ADJUSTMENTS

Should the Contractor sell these products under the same quantity, terms and conditions, at a lower price during the period of the contract, the price shall be applicable to this District. Failure to advise the District, in writing, within ten (10) days of price reduction to another purchaser, may be cause for cancellation of the contract.

Any price increase requested must be justified and proven by submission of documentation. The District shall review and analyze all requests for price increases, based upon market conditions, and shall determine whether or not the requested price increase is justified. The decision of the District shall be final.

Fuel and/or delivery surcharges shall not be accepted under this contract and the addition of such

charges shall not be permitted during the period of the contract.

19. PRODUCT RECALLS

The Contractor shall bear all costs incurred by the District resulting from product recall, including, but not limited to, any costs initially incurred for storage and transportation; pickup, transportation and storage of recalled product; and price differential for replacement product, if necessary, as determined by the District. Payment for all costs directly related to product recall shall be made within thirty (30) days of submission of invoice by the District.

20. ADDITIONAL INFORMATION/CLARIFICATION

All questions concerning this Bid shall be submitted in writing by e-mail to the Director of Purchasing, Nick Newkirk, at nick.newkirk@puhsd.org on or before **September 23, 2016 at 4:30pm**. Please indicate the Bid title (**BID #092816 – Snacks and Beverages**) in the subject line. Contact with District personnel shall be made only through e-mail; telephone calls will not be accepted. Answers to questions will be posted on the District Website as RFIs.

All notices, clarifications, and addenda to this Bid shall be posted on the District website at <http://www.puhsd.org/blogs/contracting-opportunities>. The District shall not be responsible for sending individual notification of changes or updates to any respondents. ***It is the sole responsibility of the bidders to remain apprised of changes to this Bid as shown on the District website.***

21. NON-COLLUSION DECLARATION

A signed Non-Collusion Declaration must be completed by the bidder and submitted as part of the bid. Bids received without a signed Non-Collusion Declaration cannot be considered.

22. DEPT. OF EDUCATION-CHILD NUTRITION DIVISION FORMS

Per the California Department of Education, Child Nutrition Food and Distribution Division, School Nutrition Programs Unit, that attached forms (Suspension and Debarment Certification, U.S. Department of Agriculture and Certification Regarding Lobbying) **must be completed and submitted with this bid. Bids received without these completed forms/certifications will not be considered.**

23. PIGGYBACK/OTHER DISTRICTS

In accordance with Public Contracts Code, Section 20118, price, terms and conditions in this Bid upon mutual agreement of the successful bidder(s) may be extended to other schools districts in the counties of Riverside. Any school district and the awarded bidder(s) engaged in the execution of orders under this Bid, acting in accordance with Public Contracts Code, section 20118, shall not be construed as an officer, agent or employee of the Perris Union High School District and shall indemnify and hold harmless its officers, agents and employees from any and all liabilities resulting from the use of this Bid.

End of Contract Terms and Conditions

**PERRIS UNION HIGH SCHOOL DISTRICT
BID #092816 – Snacks and Beverages**

BID LABEL

**Perris Union High School District
Purchasing Department, 2nd Floor
Attn: Nick Newkirk, Director of Purchasing
155 East 4th St, 2nd Floor
Perris, CA 92570**

RE: BID #092816 – Snacks and Beverages

The undersigned doing business under the full and complete legal firm name as set forth below having examined the Notice to Bidders, Bid Instructions & Conditions For Bidders, and Contract Terms & Conditions, the Specifications, the Agreement, and all other documents forming a part of the “Contract Documents” for the above referenced proposal, hereby proposes to perform the Agreement including all of the Contract Documents and to furnish all products called by them for the entire order for the prices set forth in the quotation sheets contained in said proposal package. The entire Contract Documents are submitted, together with this Bid Form.

Name of Company

Legal Status

(i.e., sole proprietor, partnership,
corporation)

Tax ID Number

(Sole Proprietor Only)

Address:

Authorized Representative:

Signature

Name (Print or Type)

Title

Date

Telephone

Email

PERRIS UNION HIGH SCHOOL DISTRICT

BID #092816 – Snacks and Beverages

BID FORM PAGE 1 of 2

Item Description	QUANTITY REQUESTED FOR BID	BID PRICE (EACH)	SUBTOTAL (Qty x Bid Price)
Capri-Sun 100% Apple Splash 40-6oz	118		
Capri-Sun 100% Berry Breeze 40-6oz.	879		
Capri-Sun 100% Fruit Dive 40-6oz	663		
Nestle Water PL 24-16.9oz	31,047		
Nestle Water PL 48-8oz	5,419		
Powerade Zero Fruit Punch 24-20oz	207		
Powerade Zero Grape 24-20oz	119		
Powerade Zero Mixed Berry 24-20oz	229		
Benefit Bar J&J Apple Cinn 48ct	35		
Benefit Bar J&J Banana Chocolate Chunk 4	781		
Benefit Bar J&J Cranberry Orange 96-1.25	4		
Benefit Bar J&J Oatmeal Chocolate Chip W	651		
Benefit Bar J&J Oatmeal Raisin WG 48-2.5	17		
Brownie BV LF Chocolate Chip Fudge IW 96	2		
Brownie Gourmet Treat Choc (53080) 75-2o	2		
Cookie FatCat Choc Chip WG IW 130-1.75oz	2		
CF Sauer Ranch Dressing (06503) 200-12gm	360		
Heinz Ceasar Dressing (532340) 60-1.5oz	300		
PPI AME Mayo (7621580) 500-9gm	250		
PPI AME Ranch (7622810) 200-12gm	10		
Sauce Kikkoman Soy Low Sodium 200-.33oz	50		
Tajin Clasico Low Sod (T176) Sachets 100	300		
TP Grmt Caesar Dressing (001F961) 60-1.5	3		
TP Grmt Sweet n Sour Sauce (0042945) 100	15		
Azar Sunflower Hny-Rstd Krnls (7220210)	27		
Azar Sunflower Kernals (7220010) 150-1 o	34		
Azar Sunflower Spicy Lime (7220200) 150-	20		
Cereal Bar Trix (31915) 96-1.42oz	200		
Cheez-It Atomic Crkrs WG (10238) 175-.75	26		
Cheez-It Crackers WG (79263) 175-0.75oz	232		
ChexMix Hot&Spicy (31934) 60-0.92oz	180		
ChexMix Simply (31932) Chdr 60-.92oz	180		
ChexMix Traditional (12400) 60-1.75oz	4		
Chortles (1140) Original Choc Chip 100-1	30		
Corn Nuggets Tajin Habnr Wld Foods 100-0	32		
Cornnuts BBQ (02054) 144ct	11		
Cornnuts Chili Picante (02056) 144ct	17		
Cornnuts Original (02053) 144ct	2		
Cornnuts Ranch (02052) 144ct	11		
FL LSS Baked Hot Cheetos 64-1.5oz	90		
FL LSS Baked Lays BBQ 64-1.125oz	3		
FL LSS Baked Lays SC&O 64-1.125oz	25		
FL LSS Ruffles Cheddar&SC 64-1.5oz	13		
FL SS Baked Fantastix Chili Cheese 104-1	24		

PERRIS UNION HIGH SCHOOL DISTRICT

BID #092816 – Snacks and Beverages

BID FORM PAGE 2 of 2

Item Description	QUANTITY REQUESTED FOR BID	BID PRICE (EACH)	SUBTOTAL (Qty x Bid Price)
FL SS Baked Fantastix Hot 104-1oz	477		
FL SS Baked Lay's BBQ 60-0.875oz	29		
FL SS Baked Lay's SCO 60-0.875oz	27		
FL SS Baked Ruffles Ched SC 60-.8oz	260		
FL SS Baked WG Cheetos Crunchy 104-.875o	9		
FL SS Baked WG Cheetos FlmHot 104-.875oz	1,114		
FL SS Doritos Cool Ranch 104-1oz	5		
FL SS Doritos Nacho 104-1oz	19		
FL SS Doritos Red Fat 72-1oz	77		
FL SS Doritos RF Cool Ranch 72-1oz	101		
FL SS Doritos RF Sweet Chili 72-1oz	181		
FL SS Munchies Kids Mix 104-0.875oz	150		
FL SS Popcorn SmtFd Delight Wht Chdr 72-	14		
FL SS RoldGold Heartzels 104-0.7oz	4		
J&J BellyBear WG (56072) Cinn Grhm 200-1	4		
Keebler ScoobyDo Cinn-Graham (50689) 210	120		
Kelg (55122) PopTart WG BrwnSugCinn 12-1	60		
Kelg (55130) PopTart WG Straw 12-10ct.	60		
NatureValley Granola Oats&Honey 6-28-1.5	5		
NatureValley Granola P-But 6-28-1.5oz	4		
Ocean Spray BlueBerry Craisins 200-1.16o	16		
Ocean Spray Cherry Craisins 200-1.16oz	72		
Ocean Spray Orange Craisins 200-1.16oz	44		
Ocean Spray Straw Craisins 200-1.16oz	102		
Pep-Farm (14367) Goldfish 300-0.75oz	18		
Pep-Farm (14396) Goldfish Prtzl WG 300-0	10		
Pep-Farm (18105) Goldfish WG 300-0.75oz	131		
Rice Krispies Treat WG (11052) 4-20ct	179		
Rice Krispies Treat WG (Box) 20ct.	11		
Snyder Mini Pretzels 60-1.5oz	80		
			GRAND TOTAL

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date), at _____ (city), _____ (state).

Bidder Name (Person, Firm, Corp)

Authorized Representative Signature

Address

Representative's Name

City, State, Zip

Representative's Title

**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.

<u>PERRIS UNION HIGH SCHOOL DISTRICT</u>	<u>67200</u>
Name of School Food Authority	Vendor Number
Potential Vendor or Existing Contractor (Lower Tier Participant):	

Printed Name

Title

Signature

Date

NOTICE: DISTRICT NUTRITIONAL SERVICES
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.

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: Contract ¹ Grant ¹ Cooperative Agreement ¹ Loan ¹ Loan Guarantee ¹ Loan Insurance		2. Status of Federal Action: Bid/offer/application ¹ Initial award ¹ Post ¹ -award	Report Type: Initial filing ¹ Material change ¹ FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime _____ Subawardee Tier _____, if known Congressional District, if known:		5. If Reporting Entity in No. 4 is 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 Entity (if individual, last name, first name, MI):		10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)			
11. Amount of Payment (check all that apply): \$ _____ actual planned		12. Type of Payment (check all that apply): ☐ Retainer ☐ One-time fee ☐ Commission ☐ Contingent fee ☐ Deferred ☐ Other; specify: _____	
13. Form of Payment (check all that apply): Cash ¹ In ¹ -kind; specify: _____ Nature ¹ _____ Value ¹			
14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)			
15. Continuation Sheet(s) SF-LLL-A attached: Yes No			
16. 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 reported to the Congress semi-annually and 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	

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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections 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 No. 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 (No. 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 No. 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 No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 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 No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, 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, D.C. 20503

BIDDER REFERENCES FORM

District: PERRIS UNION HIGH SCHOOL DISTRICT

Project: *BID #092816 SNACKS AND BEVERAGES*

Bidding Contractor: _____

1.	School District:	_____		
	Contact Person:	_____	Phone Number:	_____
	Type of Service:	_____	Contract Date:	_____
2.	School District:	_____		
	Contact Person:	_____	Phone Number:	_____
	Type of Service:	_____	Contract Date:	_____
3.	School District:	_____		
	Contact Person:	_____	Phone Number:	_____
	Type of Service:	_____	Contract Date:	_____
4.	School District:	_____		
	Contact Person:	_____	Phone Number:	_____
	Type of Service:	_____	Contract Date:	_____
5.	School District:	_____		
	Contact Person:	_____	Phone Number:	_____
	Type of Service:	_____	Contract Date:	_____

APPENDIX - A

DISTRICT DELIVERY SCHEDULE BY SITE

SITE	ADDRESS	DAY	TIME
Perris High School (PHS)	175 E. Nuevo Rd. Perris, CA 92570	MONDAY-FRIDAY	Standard Times: 6:00 a.m. - 10:00 a.m. Dark Drops and Night Drops Available
Paloma Valley High School (PVHS)	31375 Bradley Rd. Menifee, CA 92584	MONDAY-FRIDAY	Standard Times: 6:00 a.m. - 10:00 a.m. Dark Drops and Night Drops Available
Heritage High School (HHS)	26001 Briggs Rd. Romoland, CA 92585	MONDAY-FRIDAY	Standard Times: 6:00 a.m. - 10:00 a.m. Dark Drops and Night Drops Available
Pinacate Middle School (PMS)	1990 South A Street Perris, CA 92570	MONDAY-FRIDAY	Standard Times: 6:00 a.m. - 10:00 a.m. Dark Drops and Night Drops Available
California Military Academy (CMI)	755 North A Street Perris, CA 92570	MONDAY-FRIDAY	Standard Times: 6:00 a.m. - 10:00 a.m. Dark Drops and Night Drops Available

PERRIS UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR BID #092816 - SNACKS AND BEVERAGES

THIS AGREEMENT, made and entered into this 20th day of October, 2016, by and between the Perris Union High School District of Riverside County, California hereinafter referred to as "District," and Enter Contractor's Name hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the District to contract with Contractor to provide Snacks and Beverages to the school sites within the District for the Nutrition Services department as a result of the Award of Bid for Bid #092816 - Snacks and Beverages.

WHEREAS, in consideration of the mutual promises of the parties hereto, the District hereby retains the Contractor upon the terms and conditions set forth, and the Contractor hereby accepts said retention and agrees to render the services upon said terms and conditions.

1. **TERM:** The initial term of this Agreement shall be from October 20, 2016 to June 30, 2017.

- 1.1 The contract may be renewed annually upon mutual consent expressed in writing by the District and Consultant for up to two (2) additional one (1) year terms in accordance with Education Code 17596, 39644 and 81644.
- 1.2 The agreement will not automatically renew.
- 1.3 Written notice of consultant's intent to renew a subsequent term and its related contract shall be delivered to the Director no later than May 1 of the current contract year. For example, contracts for the second term (2017-18 school year) must be delivered by May 1, 2017.

2. **INCORPORATED DOCUMENTS:** The following documents are attached to and incorporated into this agreement;

- 2.1 All District Bid Documents and Forms for Bid #092816 - Snacks and Beverages (attached as Exhibit B)
- 2.2 Enter Contractor Name's Response for Bid #092816 - Snacks and Beverages (attached as Exhibit C)

3. **SCOPE OF WORK:** As directed by the District, the Contractor agrees to the following:

Contractor shall provide all goods, materials and services as prescribed and required by the General Conditions, Instructions to Bidders, Specifications, Notice to Bidders, Bid Proposal Form, and all documents provided by the District forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement ("Contract Documents"), all of which are incorporated by reference as though set forth in full herein.

4. **DISTRICT DESIGNEE:** Contractor shall provide its Services and Products to the Director of Nutrition Services, who is the District's designee in this matter ("District's Designee"). All Services and Products shall be subject to the approval of District's Designee.

5. **EXPENSES:** Contractor agrees and understands that travel is required, at Contractor's expense, to District school sites and/or to other locations. These travel expenses are not reimbursable and shall be considered to be an ordinary expense of this Agreement. Contractor shall not invoice the District for delivery/travel-related costs to a District location.

The Contractor shall assume all ordinary expenses incurred in the performance of this Agreement. Such ordinary expenses shall include, without limitation, document reproduction expenses, travel expenses, and telephone charges. Services and expenses that are above the ordinary and may be required shall not be reimbursable unless authorized in writing by the District's Designee, and shall be covered by addendum to this Agreement.

6. **SUBCONTRACTORS**: Contractor shall hire any subcontractors needed to provide the Services and/or the Products, which subcontractors shall be subject to approval by the District. Any subcontractor(s) shall be at no additional expense to the District, and shall be paid from the Contractor's own resources and billings.
7. **INDEPENDENT CONTRACTOR**: It is expressly understood and agreed to by both parties hereto that the Contractor, and any of its employees or subcontractors while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent or employee of the District. Contractor shall determine the means, method and details of providing the Services and/or the Products. Subject to this Agreement, Contractor retains the right to provide similar or different Services or Products for others during the term of this Agreement. Contractor shall pay all wages, salaries, benefits and other amounts due its employees and sub-Contractors, and shall be responsible for all reports and obligations respecting its employees and sub-Contractors.
8. **ASSIGNMENT**: Contractor shall not assign this Agreement or any interests therein without the prior written approval of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.
9. **CONFIDENTIALITY**: Contractor and all personnel designated by Contractor to perform under this Agreement shall maintain the confidentiality of all information received while providing the Services and/or the Products. This requirement shall extend beyond the effective termination or expiration date of this Agreement.
10. **EXECUTION OF CONTRACT**: Contractor shall not commence providing Services and/or the Products under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under Exhibit "A". In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section and Exhibit "A".
11. **INDEMNIFICATION**: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the District, and its officials, agents, volunteers and employees ("indemnified parties") from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of Contractor's performance under this agreement, regardless of whether such claim, damage, loss or expense is caused in part by an indemnified party. This includes, but is not limited to, claims, damages, losses and expenses arising from injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, Contractor shall not be obligated to indemnify an indemnified party for liability due to willful misconduct, active negligence, or sole negligence for which that indemnified party is legally responsible. Contractor shall, if requested by the District, defend using counsel approved by the District in its sole discretion.
12. The Services and/or Products required for the performance of the Services under this Agreement must be provided to the District's Designee no later than ten (10) days before the expiration of the term of the Agreement or at intermediate dates as requested by District's Designee. Failure to do so will result in the District withholding payment of progress or final invoice of Contractor until said Services and/or the Products are received by the District's Designee.
13. **FEE**: Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Quotation Sheet(s), incorporated herein by reference. Payment will be made within 30-60 days after actual delivery of goods to the required destination as outlined in the Bid Documents and receipt of invoices acceptable to the District.
14. **CONDUCT**: Contractor shall provide all Services and Products under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by others in the same profession in California. Contractor represents and warrants that all employees and subcontractors have sufficient skill and experience to perform the Services and/or the Products assigned to them.
15. **TERMINATION**: This Agreement may be terminated by the District upon thirty (30) days' written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this Agreement and Contract Documents. Contractor may terminate this Agreement only if District breaches this Agreement and shall give 30 days' written notice to District of its termination. Such notice shall be delivered to the District's Designee and shall set forth reasons for the termination.

16. **DEFAULT:** The District may, by written notice of default to the Vendor, terminate the whole or any part of their order under this Agreement if:

A. The Vendor fails to make delivery within the time specified herein. OR

OR

B. The products received are of inferior quality and not the same as specified or shown at the sampling. These items shall be returned at the seller's cost. Seller shall arrange for pick up after written notification by the District. Seller shall be responsible for cost of replacement if purchaser deems it necessary to procure suitable substitute items from supplier other than original seller. Purchaser may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

OR

C. If the successful bidder fails or neglects to furnish or deliver any equipment, products, materials or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this bid document in its entirety, the District reserves the right to purchase the items herein specified from another vendor, after providing the vendor with a ten (10) calendar day cure period. All additional costs or expenses incurred by reason of the failure of the successful bidder, as above stated, shall be paid by such bidder and his sureties, if any. The price paid by the District shall be considered the prevailing market price at the time such purchase is made. In the event that any of the participating school districts terminate their orders in whole or in part, they may procure supplies or services similar to those so terminated from other sources, and the Vendor shall be liable to the participating school districts for any additional costs for such similar supplies or services.

The Vendor shall not be liable for any excess costs if the failure to perform under this Agreement arises out of causes beyond their control.

Such causes may include, but are not restricted to: acts of God or of the public enemy, acts of the Government, acts of any of the participating school districts or anyone employed by them, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases are excluded from this section.

The Vendor shall be required to deliver all supplies or services under this Agreement which are not terminated.

16. **NON-FUNDING:** Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

17. **AUTHORITY:** In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

18. **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof, and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself. This Agreement shall be binding on the successors and assigns of the parties.

19. **PERMITS & LICENSES:** Contractor shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the Services and/or Products.

20. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.

21. **COMPLIANCE:** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services and/or the Products, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with providing the Services and/or the Products. If the Contractor performs any work knowing it to be contrary to such laws, rules

and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

22. **RECORDS:** Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

23. **FINGERPRINTING:** This contract is subject to the provisions of Education Code Section 45125.1. Contractors' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c and 1192.7c respectively. Contractor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Contractor shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2. District may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the Contract.

24. **NONDISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. Each Contractor agrees to comply with applicable Federal and California laws including, but not limited to, The California Fair Employment Practice Act, beginning with Government Code Section 12900, Labor Code Section 1735, and Title 5, Division 1, Chapter 1, Subchapter 4 of the California Code of Regulations. In addition, each Contractor agrees to require like compliance by any subcontractors employed on the work by him.

25. **WORKERS' COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees.

26. **WAIVER:** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

SIGNATURE PAGE TO FOLLOW

Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written above:

Contractor:

Type or Print Contractor's Name

Contractor's Signature

Date

Contractor's Address

City State Zip

Phone Fax

Contractor's Email Address

DISTRICT:

Type or Print District Approver's Name

District Approver's Signature

District Approver's Title

Date

EXHIBIT "A" - Insurance Requirements

Contractor shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should Contractor maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

1. Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including operations, products and completed operations and contractual liability with limits not less than \$1,000,000.00 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products - Completed Operations Aggregate for bodily injury, personal injury, and property damage.
 - a. The Commercial General Liability Coverage shall include the following endorsements:
 - i. The District, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement"
 - ii. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement";
 - iii. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or agreement".
 - b. The Commercial General Liability Coverage shall not include the following endorsements:
 - i. Amendment of Contractual Liability
 - ii. Total Pollution Exclusion
 - iii. Cross Suits Liability Exclusion
2. Automobile Liability, using a standard ISO Business Auto CA 00 01 form with limits not less than \$1,000,000.00 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.
 - a. The Business Auto coverage shall include the following endorsements:
 - i. Broadened Pollution Coverage Endorsement;
 - ii. The District, its Board, officers, agents and employees shall be included as Designated Insureds or a blanket additional insured endorsement applicable "when required by written contract or agreement";
 - iii. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement";
 - iv. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable "when required by

written contract or agreement”.

3. Workers’ Compensation including statutory coverage as required by the State of California and including Employers’ Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.
 - a. The Workers’ Compensation coverage shall include the following endorsements:
 - i. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement”;
 - b. If Contractor is using a Professional Employer Organization or any other type of staffing company to lease employees, Contractor must notify and seek approval from the Risk Management Department of the District prior to the execution of this Agreement.
4. Umbrella or Excess Liability coverage with limits not less than \$1,000,000.00 excess over the Commercial General Liability, Automobile Liability and Employer’s Liability.
 - a. The Umbrella or Excess Liability coverage shall include the following endorsements:
 - i. All endorsements required under Paragraphs I. 1., I. 2., I. 3. Above;
5. If Contractor has access to or will be receiving any personal or private information about the District or its students, personnel, students or parents or any other third party:
 - a. Cyber Liability Insurance with limits not less than \$2,000,000 for each occurrence or event with an annual aggregate of \$2,000,000.
 - b. The policy shall minimally cover claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
 - c. The policy shall protect the District for breach response costs as well as regulatory fines and penalties with a limit that equals not less than \$200 per student in the aggregate.
6. Should any of the insurance policies contain either a deductible or self-insured retention, the Contractor shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs.
7. Should any required insurance policies be cancelled, non-renewed or if the Contractor fails to renew, Contractor shall provide notice of such cancellation immediately to the District.
8. All insurance policies as required in this section shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII.
9. Certificates of Insurance Coverage shall be filed by Contractor with the District evidencing all of the insurance coverages required in this section at the time this Agreement is executed. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered default by Contractor. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.