



**Irvine Unified School District**  
**Orange County, CA**

RFP No. 15/16-02NS

Milk & Dairy

**Proposal Opening: June 26, 2015 at 8:30 am**

Contact: Maria Ragas

Irvine Unified School District  
5050 Barranca Parkway, Irvine, CA 92604

949-936-5212

Email: [MariaRagas@iusd.org](mailto:MariaRagas@iusd.org)



## Required Documents

*\*Please return this sheet with your proposal documents\**

### Proposal Documents Due at the Submission of the Due Date

- Proposal Form
- Proposal Form Pricing Sheet
- Noncollusion Declaration
- Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
- Certification of Restriction on Lobbying
- Product Recall Program
- Disaster Contingency Plan
- Food Security and Safety Program
- Recent Copy of a Health Department Inspection Report
- Copies of Hazard Analysis Critical Control Point Program (HACCP) Certification Records
- Copy of a Laboratory Report Approved by the State Department of Public Health Providing Analysis on Butterfat, Bacteria, and Coliform and Milk Solids Not Fat
- Letter of Bidder Certifying (on Bidder's Letterhead) that Bovine Growth Hormone (BGH) is or is not Administered to Herds that Supply Milk to Dairy
- Copies of any Other Licenses and/or Required Documents as Listed within the Entire RFP, including, General Conditions, Special Provisions, and Specifications

**\*\* Samples listed below must be submitted with proposal on due date \*\***

- ❖ **One (1) white 1% low fat milk, 8 oz (1/2 pt)**
- ❖ **One (1) apple juice, 8 oz (1/2 pt)**
- ❖ **One (1) orange juice, 8 oz (1/2 pt)**
- ❖ **One (1) yogurt, low fat, 8 oz, any flavor**

### Other Forms not required until after award

- Agreement
- Tobacco Use Policy
- Worker's Compensation Certificate
- Drug-Free Workplace Certification
- Criminal Records Check Certification
- W-9
- Certificate of Liability Insurance, including an Additional Insured Endorsement, this is a separate document (Irvine must be named as an Additional Insured)



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**\*IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE PROPOSAL OPENING, THE BIDDER WILL BE DECLARED NONRESPONSIVE.**

**+ITEMS WHICH SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.**

**NOTICE CALLING FOR PROPOSAL**



**DISTRICT:** **IRVINE UNIFIED SCHOOL DISTRICT**  
**PROPOSAL DEADLINE:** June 26, 2015 at 8:30 am  
**PLACE OF RECEIPT:** Irvine Unified School District  
Purchasing Department  
Attn: Maria Ragas  
5050 Barranca Parkway, Irvine, California 92604-4652

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as “District,” will receive up to, but not later than, the above-stated proposal deadline, sealed proposals at the place identified above for the award of a contract for **RFP No. 15/16-02NS, Milk & Dairy.**

Full Proposal Documents are available at [http://www.iusd.org/district\\_services/purchasing/index.html](http://www.iusd.org/district_services/purchasing/index.html).

Time is of the essence. The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposals or in the bidding process. The award of the Contract, if made by the District, will be by action of the Governing Board. No bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of the proposals.

Any questions regarding proposal documents should be reduced to writing and e-mailed or faxed to Maria Ragas at (949) 936-5219 or [MariaRagas@iusd.org](mailto:MariaRagas@iusd.org) by 3:30 pm on June 19, 2015.

Publication Dates: June 12, 2015 and June 19, 2015

Newspaper: OC Register

### **CALENDAR OF EVENTS**



<b>Event</b>	<b>Details</b>	<b>Date</b>
<b>Proposal Posted</b>	IUSD Website	June 12, 2015
<b>Proposal Advertised</b>	Orange County Register	June 12, 2015 June 19, 2015
<b>Last Day to Submit RFIs/Questions</b>	MariaRagas@iusd.org	June 19, 2015 3:30 pm
<b>Response to Questions/RFIs Posted</b>	IUSD Website	June 22, 2015
<b>Proposal Deadline (Samples will also be due)</b>	<b>Purchasing Department</b> 5050 Barranca Parkway Irvine, CA 92604	June 26, 2015 8:30 am
<b>Intent to Award Posted</b>	IUSD Website	June 29, 2015
<b>Protest Deadline</b>	See Information for Bidders	July 3, 2015
<b>Board of Education Action</b>	Award of Contract	July 7, 2015

**INFORMATION FOR BIDDERS**



**WARNING:  
READ THIS DOCUMENT CAREFULLY.  
DO NOT ASSUME THAT IT IS THE  
SAME AS OTHER SIMILAR  
DOCUMENTS YOU MAY HAVE SEEN,  
EVEN IF FROM THE SAME DISTRICT.**

1. Preparation of Proposal Form. Proposals shall be submitted on the prescribed Proposal Form and Proposal Form Pricing Sheet, and completed in full. All proposal items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Proposals. The proposal must conform and be responsive to all proposal documents and shall be made on the Proposal Form and Proposal Form Pricing Sheet provided, and the complete proposal, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to **Irvine Unified School District, Purchasing Department, 5050 Barranca Parkway, Irvine, CA 92604-4652, Attn: Maria Ragas**, and must be received on or before the proposal deadline (Public Contract Code section 20112). The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the proposal number and the date and time for the opening of proposals. **It is the bidder's sole responsibility to ensure that its proposal is received prior to the proposal deadline.** In accordance with Government Code section 53068, any proposal received after the scheduled closing time for receipt of proposals shall be returned to the bidder unopened. At the time and place set forth for the opening of proposals, the sealed proposals will be opened and publicly read aloud.

3. Copies. The number of required copies of the submitted proposal documents is two (2) copies.

4. Proposal Pricing. Propose all items F.O.B., Irvine Unified School District site locations.

5. Signature. Any signature required on proposal documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the proposal certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or



partnership be the successful bidder, who shall act in all matters relative to the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

6. Modifications. Changes in or additions to any of the proposal documents, alternative proposals, or any other modifications which are not specifically called for in the proposal documents may result in the rejection of the proposal as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the proposal documents will be considered.

7. Erasures, Inconsistent or Illegible Proposals. The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the proposal in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the proposal, words shall control numbers. In the event that any proposal is unintelligible, illegible or ambiguous, the District may reject such proposal as being nonresponsive.

8. Examination of Proposal Documents. At its own expense and prior to submitting its proposal, each bidder shall examine all proposal documents; visit the sites and determine the local conditions which may in any way affect the performance of the work; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the proposal. The District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the actual conditions and data given in the proposal documents. Bidder agrees that the submission of a proposal shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

9. Withdrawal of Proposals. Any proposal may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of proposals. The proposal security for a proposal withdrawn prior to the scheduled closing time for receipt of proposals, in accordance with this paragraph, shall be returned. No bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of proposals.

10. Interpretation of Proposal Documents. If any bidder is in doubt as to the true meaning of any part of the proposal documents, or finds discrepancies in, or omissions from the proposal documents, or has any questions related to the proposal documents, a written request for an interpretation or correction thereof or answers to questions must be submitted to the District five (5) days before proposal deadline. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the proposal documents and answers to questions will be made solely at District discretion and only by written addendum duly issued by the District, and a copy of such addendum will be uploaded to the District's website and/or hand delivered, e-mailed or faxed to each bidder known to have received a set of proposal documents. No person is authorized to make any oral interpretation of any provision in the proposal documents, nor shall any oral interpretation of proposal documents be binding on the District. If there are discrepancies of any kind in the



proposal documents, the interpretation of the District shall prevail. SUBMITTAL OF A PROPOSAL WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PROPOSAL DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PROPOSAL DOCUMENTS; AND THAT BIDDER AGREES THAT THE WORK CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES.

11. Bidders Interested in More Than One Proposal. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for by the District. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a proposal.

12. Award of Contract. The award of the contract, if made by the District, will be by action of the Governing Board, to the lowest responsive and responsible bidder based on taste, appearance, quality, nutritional requirements, and any other requirements of the proposal. The District reserves the right to withdraw or cancel one or more items from this RFP before award and proceed with the remaining items as a lot. The District reserves the right to make multiple awards or to reject any or all proposals, or to waive any irregularities or informalities in any proposals or in the bidding process. If two identical low proposals are received from responsive and responsible bidders, the District will determine which proposal will be accepted pursuant to Public Contract Code section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) calendar days after the notice of award of the contract to bidder, the District may award the contract to the next lowest responsive and responsible bidder or reject all proposals.

13. Agreement. The form of agreement which the successful bidder, as Contractor, will be required to execute, is included in the proposal documents and should be carefully examined by the bidder. The agreement will be executed in two (2) original counterparts. The complete Agreement consists of the following but not limited to the Notice Calling for Proposals, Calendar of Events, Information for Bidders, Proposal Form, Proposal Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, Certification of Restriction on Lobbying, Agreement, Tobacco Use Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9 Form, California Department of Education Nutrition Services Division Quick Reference Cards, General Conditions, Special Provisions, all insurance requirements, specifications, and all modifications, addenda and amendments, if any, thereof duly incorporated therein. All of the above documents are intended to be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and installation of all items called for in the Agreement.





14. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the proposal. By submitting a proposal, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder’s experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder’s performance of the contract. The District may also consider the qualifications and experience of persons and organizations proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the District’s satisfaction within the prescribed time. The District reserves the right to reject the proposal of any bidder who does not pass any such evaluation to the satisfaction of the District.

15. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with District prior to performing the work, the Workers’ Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.

Contractor shall obtain and maintain insurance coverage in the amounts set forth below during the term of the contract and shall furnish certificates of insurance for each policy to the District. The following coverage noted on the left with an “X” is required (Certificate or Endorsement) with the Minimum Limits as noted on the right.

<u>CERTIFICATE/ENDORSEMENTS</u>	<u>MINIMUM LIMITS PER OCCURRENCE</u>	
<u>  X  </u> / <u>      </u> Worker’s Compensation	Insured – Statutory	\$1,000,000
	Self-insured	\$1,000,000
<u>  X  </u> / <u>      </u> Employer’s Liability		\$1,000,000
( ) Broad Form-All States Endorsement		
( ) Other		
<u>  X  </u> / <u>  X  </u> Comprehensive General Liability		\$1,000,000
(X) Premises and Operations	( ) Explosion Hazard	
(X) Contractual Liability	( ) Collapse Hazard	
(X) Independent Bidders	( ) Underground Hazard	
( ) Product/Completed Operations	( ) Garage Keepers Legal Liability	
(X) Broad Form Property Damage	( ) Hanger Keepers Legal Liability	



(X) Personal Injury	(X) Owned Vehicles	
(X) Broad Form Liability Endorsement	(X) Non-owned Vehicles	
( ) Fire Legal Liability	(X) Hired Vehicles	
( ) Watercraft Liability	( ) <u>Other Rider to cover District employees</u>	
( ) Incidental Medical Malpractice	<u>driving Contractor's buses or equipment</u>	
<u>X / X</u> Vehicle (including auto) Liability		\$5,000,000
(X) Sexual Abuse or Molestation		\$1,000,000

For all insurance coverage provided by contractor, the following terms apply:

- A. All liability policies are to contain, or be endorsed to contain, the following provisions:
  1. Contractor agrees to defend, indemnify, save and hold harmless the District, its Governing Board, officers, employees, agents, and representatives;
  2. Named additional insured endorsements for the District, its Governing Board, officers, employees, agents, and representatives. They are to be covered as insured as respects: Liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor: premises owned, occupied or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitation on the scope of the protection afforded to the District, its Governing Board, officers, employee's agents, and representatives.
  3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by contractor, reduces in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- B. The contractor agrees to purchase all required insurance at contractor's expense and to deposit with the District Certificates of Insurance, including all endorsements required herein, necessary to satisfy the District that the insurance provisions have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the District during the entire term of the Agreement.
- C. All insurance policies required by the Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved in writing by the District. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.
- D. The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A (Secure Best's Ratings) and VIII (Financial Size Category). If the carrier is a non-admitted carrier in the state of California,



District retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

- E. The District shall be added as an additional insured on all insurance policies with respect to services performed by the contractor (except Worker's Compensation/Employers' Liability). An additional insured endorsement evidencing that the District is an additional insured shall accompany the Certificate of Insurance. The contractor shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before services commence.
- F. All insurance policies required from the contractor shall be primary insurance, and any insurance maintained by the District shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.
- G. All insurance policies shall give the District thirty (30) days' notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the Cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:  
  
**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.**
- H. All insurance policies and coverage shall waive all rights of subrogation against the District and members of the Governing Board, its officials, officers, and employees.
- I. If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of the Agreement.
- J. The comprehensive General Liability policy shall contain a severability of interest clause.
- K. The contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The contractor will comply with such provisions and shall furnish the District satisfactory evidence that the contractor has secured, for the period of the Agreement, statutory Workers' Compensation insurance and Employer's Liability insurance with the required minimum limits per occurrence. The contractor who has been awarded the contract shall sign and file with District prior to performing the services, the Workers' Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.



L. The procuring of such required policy or policies of insurance shall not be construed to limit contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Agreement.

16. Anti-Discrimination. In connection with all work performed under this proposal, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable federal and state laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735.

17. Hold Harmless/Indemnification and Insurance. The successful bidder awarded the contract will be required to defend, indemnify and hold harmless the District, its Governing Board, officers, agents, and employees as set forth in the Agreement and provide the required insurance as set forth in the Agreement.

18. Samples. Samples of food products will be required for evaluation and taste testing. Samples will be required to be delivered to the District at the bidder's expense. Bidders are hereby notified to have samples ready and submitted for prompt evaluation on the day and time of the proposal opening. Requested samples which cannot be provided at that time may not be considered for award.

**Sample Requirements:**

- ❖ **One (1) white 1% low fat milk, 8 oz (1/2 pt)**
- ❖ **One (1) apple juice, 8 oz (1/2 pt)**
- ❖ **One (1) orange juice, 8 oz (1/2 pt)**
- ❖ **One (1) yogurt, low fat, 8 oz, any flavor**

19. Deviations from Proposal Terms and Conditions. Deviations from any proposal term or condition may cause a proposal to be rejected as nonresponsive. All deviations must be clearly noted at time of proposal submission. If not noted, the assumption is that bidder is bidding as specified.

20. Sales Tax. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District.

21. Delivery. All items are to be proposal in ready for use condition. Destination will be designated within the boundaries of the Irvine Unified School District. Actual delivery dates should be coordinated with the District. All deliveries shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. Upon award of proposal, the successful bidder(s) shall keep sufficient stocks of product and service material to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed items. **Propose all items F.O.B., Irvine Unified School District site locations.**



22. Drug-Free Workplace Certification. Pursuant to Government Code section 8350 et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

23. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each proposal must be accompanied by a Noncollusion Declaration.

24. Tobacco Use Policy. Bidder has been advised and is aware that District has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Bidder shall be responsible for the enforcement of District's tobacco-free policy among all bidder's employees and subcontractors while on District property. Bidder understands and agrees that should any employee of bidder violate the District's Board Policy after having already been warned once for violating District's tobacco-free policy, bidder shall remove the individual for the duration of the Agreement. Bidder shall not be entitled to any additional compensation and/or time in completing the work for such removal.

25. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

26. Protest. Bidders may protest the recommended award, provided the protest is in writing, contains the proposal number, is delivered to the address listed for submission of proposal documents, and is submitted within five (5) calendar days of the posting of the Intent to Award. Grounds for a protest are as follows: (1) District failed to follow the selection procedures and adhere to requirements specified in the proposal documents or any addenda or amendments; or (2) there has been a violation of any state or federal law. Protest will not be accepted on any other grounds. All protests will be handled by a panel comprised of District Staff. A written response will be directed to the protesting bidder within five (5) calendar days of the receipt of the protest.

27. References. Bidders shall list a minimum of five (5) references where bidder has successfully provided the similar type(s) of good and services to another large school district or public agency at the similar size and scope as Irvine Unified School District. At least two (2) of the references should be for a school district. All references shall include full district/ agency name, address, phone number, management contact, and description of work completed. District reserves the right to contact all references. Failure by bidder to provide references with its proposal submittal may result in rejection of proposal by District as nonresponsive. The District reserves the right to obtain from any or all sources, information concerning bidders which the District deems pertinent and to consider such information in evaluating the bidder's proposal.

28. Debarment, Suspension, and Other Responsibility Matter. As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed proposal in response to this solicitation is certification that Bidder



is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Irvine Unified School District will be notified of any change in this status. Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the proposal due date or the bidder may be declared as nonresponsive.

29. Brand Names and Model Numbers. Brand names are included for descriptive purposes, to indicate the quality, design and utility desired. Brand names and/or model numbers where specified have been shown and based on existing products and services used by the District. Specific makes and models are required in some circumstances in order to be compatible with district nutrition requirements. This specification is not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this proposal request. Bidders may find discrepancies in the model numbers given in that the model number may be an old one and the item is now referred to by a new number. Consideration will be given in that situation. Please note that proposal is for the same item as specified by designating "New Number" in the "Brand/Model" area, should that be the case.

30. Public Information. All materials received by the District in response to this Bid/RFP shall be made available to the public. If any part of a bidders material is proprietary or confidential, the bidder must identify and so state, and be submitted separate of the proposal documents. Any bidder information used to aid in proposal selection must not be restricted from the public.

31. District's Right to Choose. The District shall be the sole judge as to the requirements needed by their schools, students, and employees for the requested services being provided by the bidder.

32. Inspection. All items delivered to the District shall be subject to inspection and rejection by the District. The District may return at the bidder's expense any item which fails to meet the conditions of the proposal. Such items shall be considered as rejected and promptly replaced by the bidder. No payment shall be required until replacement is complete. Any item or product damaged in shipment may be refused by the District and may be returned at the bidder's expense.

33. Domestic/Foreign Products. Federal regulations require that to the maximum extent possible, only domestic products are purchased consistent to the "Buy American" provisions of Public Law (P.L.) 100-237 when purchasing items for use in the National School Lunch Program. This requirement will be strictly adhered to. Any bidder intending to provide products produced or grown in a foreign country must include such information on their proposal submission. Bidders offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this solicitation. Failure to include such information on the proposal submission can result in product rejection at the bidder's expense. If bidder is quoting on a foreign product, it must be so noted on the proposal and the reason for bidding a foreign product must be disclosed.



34. Health Department Report. Bidder must submit a recent copy of a Health Department Report with the proposal documents.



## **PROPOSAL FORM**

**Name of Bidder:** \_\_\_\_\_

**To: Irvine Unified School District, acting by and through the Governing Board, herein called the "DISTRICT."**

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Proposals, Calendar of Events, Information for Bidders, Proposal Form, Proposal Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, Certification of Restriction on Lobbying, Agreement, Tobacco Use Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, California Department of Education Nutrition Services Division Quick Reference Cards, all insurance requirements, General Conditions, Special Provisions, specifications, and all modifications, addenda and amendments, if any (hereinafter Proposal Documents), the local conditions affecting the performance of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Proposal Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

### **RFP No. 15/16-02NS, Milk & Dairy**

all in strict conformity with the Proposal Documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, on file at the office of the District pursuant to the sums as set forth in the Proposal Form Pricing Sheet.

2. It is understood that the District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposals or in the bidding process. Bidder agrees that this proposal shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The initial term of the Agreement is one (1) year. Agreement shall begin on July 1, 2015 and continue in full force and effect through June 30, 2016. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to DISTRICT the Agreement and will also furnish and deliver to the District certificates and endorsements of insurance, the Workers' Compensation Certificate, Tobacco Use Policy, Drug-Free Work Place Certification, the





Criminal Records Check Certification, and W-9 within five (5) calendar days of the notice of award of the Agreement, or as otherwise requested in writing by DISTRICT.

5. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder as stated in Section 6.

6. The name(s) of all persons interested in the proposal as principals are as follows:

Name	Address	Phone/ Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. The bidder hereby warrants that the bidder has all appropriate licenses and/or permits to perform the work as specified in the proposal documents and that such licenses and permits will be in force and effect throughout the Agreement.

8. In submitting this proposal, the bidder offers and agrees that if the proposal is accepted, it will assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the District pursuant to the proposal. Such assignment shall be made and become effective at the time the District tenders final payment under the contract. (Public Contract Code section 7103.5; Government Code sections 4450, 4451 and 4552).

9. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

10. It is understood and agreed that if requested by DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

**11. It is understood and agreed by the bidder that time is of the essence.**

12. The required noncollusion declaration is attached as required by Public Contract Code section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.



13. Bidder shall certify compliance in providing the following by checking below:

- Product Recall Program  
- A copy of the bidders Product Recall Program **must** be submitted with proposal.
- Disaster Contingency Plan  
- A copy of the bidders Disaster Contingency Plan **must** be submitted with proposal.
- Food Security and Safety Program  
- A copy of the bidders Food Security and Safety Program **must** be submitted with proposal.

14. A recent copy of the bidder’s health department report is attached hereto.

15. All foods meet the USDA’s “All Foods Sold in Schools” Nutrition Standards.

**16. Failure to complete the Proposal Form and Proposal Form Pricing Sheet in its entirety will render a bidder nonresponsive.**

17. List of References. Please provide references of school districts and/or any public agencies that bidder has contracted with to provide Milk and Dairy products and services.

1. Name: \_\_\_\_\_  
 Address and Telephone: \_\_\_\_\_  
 \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Description of Product: \_\_\_\_\_

2. Name: \_\_\_\_\_  
 Address and Telephone: \_\_\_\_\_  
 \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Description of Product: \_\_\_\_\_

3. Name: \_\_\_\_\_  
 Address and Telephone: \_\_\_\_\_  
 \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Description of Product: \_\_\_\_\_



4. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Product: \_\_\_\_\_

5. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Product: \_\_\_\_\_



The undersigned hereby declares that all of the representations of this proposal are made under penalty of perjury under the laws of the State of California.

Individual Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

\*\*\*\*\*

Partnership Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Other Partner(s): \_\_\_\_\_

\*\*\*\*\*

Corporation Name: \_\_\_\_\_

(a \_\_\_\_\_ Corporation<sup>1</sup>)

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_, President Date: \_\_\_\_\_

Signed by: \_\_\_\_\_, President Date: \_\_\_\_\_

Print Name: \_\_\_\_\_, President Date: \_\_\_\_\_

Signed by: \_\_\_\_\_, Secretary Date: \_\_\_\_\_

Print Name: \_\_\_\_\_, Secretary

[Seal]

\*\*\*\*\*

<sup>1</sup> A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.



Joint Venturer

Name: \_\_\_\_\_

Signed by: \_\_\_\_\_, Joint Venturer

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Other Parties to  
Joint Venture:

***If an individual:*** \_\_\_\_\_  
(Name)

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Doing Business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

***If a Partnership:*** \_\_\_\_\_  
(Name)

Signed by: \_\_\_\_\_, Partner

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

***If a Corporation:*** \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_



## **PROPOSAL FORM PRICING SHEET**

Product specifications are based on products and pack sized currently in use. Alternate pack sizes may be accepted when pack size specified is not available. Some specific brands and specifications shown have been established by the District based on the District's research and expertise, popularity of the food item, and/or brand name recognition; therefore, alternates may not be considered in circumstances where the menu, recipe, or sales may be affected. The District's Nutrition Services Department Director will be the sole judge as to whether such alternate products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District. Requests are for individually wrapped or single portion pack meal components to include entrees, sandwiches, fruits, vegetables, and/or bread items.

Please see page 40 for USDA "All Foods Sold in Schools" Standards. All items must meet the Nutrition Standards for Foods.



**PROPOSAL FORM PRICING SHEET Cont.**

Item No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Est Year Usage	Case Pack & Unit Size	Bid Unit	Bid Unit Price
1		Milk white fat free, 8 oz (1/2 pt)			3150			
2		Milk white 1% low fat, 8 oz (1/2 pt)			260000			
3		Milk chocolate fat free, 8 oz (1/2 pt)			630000			
4		Yogurt, quart			620			
5		Apple juice, 4 oz.			300000			
6		Orange juice, 4 oz.			175000			
7		Berry juice 4 oz.			175000			
8		Apple juice, 8 oz.			100000			
9		Orange juice, 8 oz.			50000			
10		Berry juice, 8 oz.			50000			
11		Yogurt, low fat, assorted flavors, 8 oz			18000			
12		Organic milk, 1% low fat, 8 oz.			3000			
13		Organic chocolate milk, fat free, 8 oz.			5000			
14		Almond milk, 8 oz.			500			
							<b>TOTAL</b>	

Percentage (%) Mark-Up for Additional Items not Listed \_\_\_\_\_%



**NONCOLLUSION DECLARATION TO BE EXECUTED BY**  
**BIDDER AND SUBMITTED WITH PROPOSAL**  
(Public Contract Code section 7106)

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal 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 proposal. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, 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 proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder. All statements contained in the proposal are true. The bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, 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].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name





**CERTIFICATION OF PRIMARY PARTICIPANT  
REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The \_\_\_\_\_  
Firm name/principal  
certified to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;
2. Have not within a three-year period preceding this proposal been convicted of a or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT \_\_\_\_\_  
Firm name/principal

**CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.**

\_\_\_\_\_  
Signature and Title of Authorized Official



**CERTIFICATION OF  
RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf (name of offeror) of  
\_\_\_\_\_ that:

(Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontracts shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014

By \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)



## AGREEMENT

THIS AGREEMENT, dated the \_\_\_ day of \_\_\_\_\_, 2015, in the County of Orange, State of California, is by and between **Irvine Unified School District** (hereinafter referred to as “DISTRICT”, and \_\_\_\_\_ (hereinafter referred to as “CONTRACTOR”).

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to comply with all the terms and conditions set forth in the proposal documents, including but not limited to the Notice Calling for Proposals, Calendar of Events, Information for Bidders, Proposal Form, Proposal Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, Certification of Restrictions on Lobbying, Tobacco Use Policy, Worker’s Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, California Department of Education Nutrition Services Division Quick Reference Cards, Insurance Certificates and Endorsements, General Conditions, Special Provisions, specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The proposal documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall timely perform within the time required by the DISTRICT everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as agreed to in writing, according to the unit prices identified on the Proposal Form Pricing Sheet.

4. The initial term of the Agreement is one (1) year. Agreement shall begin on July 1, 2015 and continue in full force and effect through June 30, 2016. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.

5. Time is of the essence.

6. The DISTRICT shall have discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work under this Agreement by providing CONTRACTOR thirty (30) days prior written notice of termination specifying the desired date of termination. Upon receipt of written notice of such termination, CONTRACTOR shall:



- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the proposal documents.

In case of such termination for the DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from the DISTRICT for milk and dairy and delivery services satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. All items shall be subject to the inspection of the DISTRICT. Inspection of the items shall not relieve the CONTRACTOR from any obligation to fulfill this Agreement. Defective items shall be made good by the CONTRACTOR, and unsuitable items may be rejected, notwithstanding that such defective items have been previously overlooked by the DISTRICT and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the CONTRACTOR shall forthwith remedy such defect in a manner satisfactory to the DISTRICT. All items rejected by the DISTRICT at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the CONTRACTOR who shall assume and pay the cost thereof without expense to the DISTRICT, and shall be replaced by items satisfactory to the DISTRICT.



9. While engaged in carrying out and complying with the terms and conditions of this Agreement the CONTRACTOR is an independent contractor, and is not an officer, employee or agent of the DISTRICT.

10. CONTRACTOR shall, at CONTRACTOR’s sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of materials, articles, or services covered under this Agreement. CONTRACTOR agrees to provide an endorsement to this policy(s) stating, “Such insurance as is afforded by this policy shall be primary, and any insurance carried by the DISTRICT shall be excess and noncontributory.” In addition, CONTRACTOR agrees to name DISTRICT, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, CONTRACTOR shall provide DISTRICT with copies of the policy or policies of insurance evidencing all coverage’s and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

Comprehensive General Liability Insurance for injuries including accidental death, to any one person in an amount not less than and \$ 1,000,000.00

Subject to the same limit for each person on account of one accident, in an amount not less than \$ 1,000,000.00

Sexual Abuse or Molestation in an amount not less than \$ 1,000,000.00

Broad Form Property Damage Insurance in an amount not less than \$ 1,000,000.00

Contractual Liability Insurance in an amount not less than \$ 1,000,000.00

Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than \$ 5,000,000.00

Product & Completed Operations Liability \$ 1,000,000.00

Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California

11. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

12. The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall



not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

13. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the CONTRACTOR shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.

14. The CONTRACTOR shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The CONTRACTOR shall preserve and make available its records to the DISTRICT and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the DISTRICT. The CONTRACTOR is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the DISTRICT.

15. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to DISTRICT, by personal delivery thereof to DISTRICT, or by depositing same in United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to CONTRACTOR, by personal delivery thereof to said CONTRACTOR, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

16. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and



proposal documents are complementary. CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the DISTRICT to insist on the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of the DISTRICT rights thereafter to enforce strict compliance with any such terms or conditions but the same shall continue in full force and effect.

17. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

18. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the DISTRICT.

19. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in the County of Orange.

20. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

Irvine Unified School District

CONTRACTOR

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Irvine Unified School District  
Board Approval Date

\_\_\_\_\_  
**Contractor's License No.**

\_\_\_\_\_

\_\_\_\_\_  
Tax ID No.

(Corporate Seal of Contractor,  
if corporation)





**TOBACCO USE POLICY**

**IRVINE UNIFIED SCHOOL DISTRICT**

Irvine, California

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**WORKERS' COMPENSATION CERTIFICATE**

Labor Code section 3700.

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Agreement.)



## **DRUG-FREE WORKPLACE CERTIFICATION**

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

Pursuant to Government Code section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) Establishing a drug-free awareness program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace;
- 2) The person's or organization's policy of maintaining a drug-free workplace;
- 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

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

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I



further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

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

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**NOTICE REGARDING CRIMINAL RECORDS CHECK**  
**EDUCATION CODE SECTION 45125.1**

Education Code section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.



**CERTIFICATION BY CONTRACTOR**

**CRIMINAL RECORDS CHECK**

**AB 1610, 1612 and 2102**

To the Governing Board of Irvine Unified School District:

I, \_\_\_\_\_ certify that:

Name of Contractor

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the Districts, my employees may have contact with students of the Districts.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_, California on \_\_\_\_\_.

Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone



**W-9**

Current Version Available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>



**CALIFORNIA DEPARTMENT OF EDUCATION,**  
**NUTRITION SERVICES DIVISION**  
**QUICK REFERENCE CARDS**  
**FOR USDA “ALL FOODS SOLD IN SCHOOLS” STANDARDS**

USDA recently published practical, science-based nutrition standards for snack foods and beverages sold to children at school during the school day. The standards, required by the Healthy, Hunger-Free Kids Act of 2010, will allow schools to offer healthier snack foods to children, while limiting junk food.

The health of today’s school environment continues to improve. Students across the country are now offered healthier school lunches with more fruits, vegetables and whole grains. The Smart Snacks in School standards will build on those healthy advancements and ensure that kids are only offered tasty and nutritious foods during the school day.

Smart Snacks in School also support efforts by school food service staff, school administrators, teachers, parents and the school community, all working hard to instill healthy habits in students.





QUICK REFERENCE CARDS, PAGE 1

START HERE, and then continue clockwise.

EFFECTIVE 7/1/2014

ELEMENTARY SCHOOL – FOOD RESTRICTIONS

References: Education Code sections 49430, 49431, 49431.7; California Code of Regulations sections 15575, 15577, 15578; Code of Federal Regulations sections 210.11, 220.12

An elementary school contains no grade higher than grade 6.

Effective from midnight to one-half hour after school.

Applies to ALL foods sold to students by any entity.

Sold means the exchange of food for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

Compliant foods:

- 1. Can ONLY be a: a. Fruit b. Non-fried vegetable c. Dairy food d. Nuts, Seeds, Legumes, Eggs, Cheese (allowable protein foods) e. Whole grain item

AND

- 2. Must meet the following: a. <= 35% calories from fat (except nuts, nut butters, seeds, reduced-fat cheese, dried fruit+nut/seed combo), and b. < 10% calories from saturated fat (except reduced-fat cheese, dried fruit+nut/seed combo), and c. <= 35% sugar by weight (except fruit\*, non-fried veggies, dried fruit+nut/seed combo), and d. < 0.5 grams trans fat per serving (no exceptions), and e. <= 230 milligrams sodium (no exceptions), and f. <= 175 calories per item/container (no exceptions)

OR

- 1. Meet the nutrient standards in #2 above AND 2. Be a full meal that meets the USDA school meal pattern AND 3. Each food in the meal must: a. Be a fruit, non-fried veggie, dairy, protein, or whole grain item, or b. Contain >= 10% DV for calcium, potassium, Vit D, or dietary fiber, or c. Be a combo food containing 1/4 cup of fruit or non-fried vegetable

If exempt food(s) combine with nonexempt food(s) or added fat/sugar they must meet ALL nutrient standards above.

\*Dried blueberries cranberries, cherries, tropical fruit, chopped dates or figs that contain added sugar are exempt from fat and sugar standards. Canned fruit in 100% juice only.

Whole grain:

- a. The statement "Diets rich in whole grain foods... and low in total fat... may help reduce the risk of heart disease..." OR b. The first listed grain ingredient is whole grain, OR c. A combination of whole grain ingredients is at least 51% of the total grain weight (manufacturer must verify), OR d. The weight of the whole grain must be at least 51% of the total grain weight of the product.

Non-compliant foods may be sold from one-half hour after school through midnight.

ELEMENTARY SCHOOL – BEVERAGE RESTRICTIONS

References: Education Code Section 49431.5, California Code of Regulations Section 15576, Code of Federal Regulations sections 210.10, 210.11, 220.8, 220.12

An elementary school contains no grade higher than grade 6.

Effective from midnight to one-half hour after school.

Applies to ALL beverages sold to students by any entity.

Sold means the exchange of beverages for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

Compliant beverages:

- 1. Fruit or Vegetable juice: a. >= 50% juice and b. No added sweeteners c. <= 8 fl. oz. serving size 2. Milk: a. Cow's or goat's milk, and b. 1% (unflavored), nonfat (flavored, unflavored), and c. Contains Vitamins A & D, and d. >= 25% of the calcium Daily Value per 8 fl. oz, and e. <= 28 grams of total sugar per 8 fl. oz. f. <= 8 fl. oz. serving size 3. Non-dairy milk: a. Nutritionally equivalent to milk (see 7 CFR 210.10(d)(3), 220.8(j)(3)), must contain per 8 fl. oz.: • >= 276 mg calcium • >= 8 g protein • >= 500 IU Vit A • >= 100 IU Vit D • >= 24 mg magnesium • >= 222 mg phosphorus • >= 349 mg potassium • >= 0.44 mg riboflavin • >= 1.1 mcg Vit B12, and b. <= 28 grams of total sugar per 8 fl. oz, and c. <= 5 grams fat per 8 fl. oz. d. <= 8 fl. oz. serving size 4. Water: a. No added sweeteners b. No serving size

Non-compliant beverages may be sold from one-half hour after school through midnight.

ELEMENTARY SCHOOL – STUDENT ORGANIZATIONS

Reference: California Code of Regulations Section 15500

Effective during school hours.

Applies to food and beverage sales by student organizations.

Student organization sales must meet all of the following:

- 1. Only one food or beverage item per sale. 2. The food or beverage item must be pre-approved by the governing board of the school district. 3. The sale must occur after the lunch period has ended. 4. The food or beverage item cannot be prepared on campus. 5. Each school is allowed four sales per year. 6. The food or beverage item cannot be the same item sold in the food service program at that school during the same school day.



START HERE, and then continue clockwise.

MIDDLE/HIGH SCHOOL – FOOD RESTRICTIONS

References: Education Code sections 49430, 49431.2, 49431.7, California Code of Regulations sections 15575, 15577, 15578, Code of Federal Regulations sections 210.11, 220.12

A middle/junior high contains grades 7 or 8, 7 to 9, 7 to 10.

A high school contains any of grades 10 to 12.

Effective from midnight to one-half hour after school.

Applies to ALL foods sold to students by any entity.

Sold means the exchange of food for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

Compliant foods:

- 1. "Snack" food items must be:
a. <= 35% calories from fat (except nuts, nut butters, seeds, reduced-fat cheese, dried fruit+nut/seed combo), and
b. < 10% calories from saturated fat (except reduced-fat cheese, dried fruit+nut/seed combo), and
c. <= 35% sugar by weight (except fruit\*, non-fried veggies, dried fruit+nut/seed combo), and
d. < 0.5 grams trans fat per serving (no exceptions), and
e. <= 230 milligrams sodium (no exceptions), and
f. <= 200 calories per item/container (no exceptions)
g. Be a fruit, vegetable, dairy, protein, whole grain rich food.

2. "Entrée" food items must be:

- a. Meat/meat alternate and whole grain rich food; or
b. Fruit or non-fried vegetable and meat/meat alternate; or
c. Meat/meat alternate alone (cannot be yogurt, cheese, nuts, seeds, or meat snacks),

AND

- 1. <= 35% calories from fat, and
2. < 10% calories from saturated fat, and
3. <= 35% sugar by weight, and
4. < 0.5 grams trans fat per serving, and
5. <= 480 milligrams sodium, and
6. <= 350 calories

If exempt food(s) combine with nonexempt food(s) or added fat/sugar they must meet ALL nutrient standards above.

\*Dried blueberries cranberries, cherries, tropical fruit, chopped dates or figs that contain added sugar are exempt from fat and sugar standards. Canned fruit in 100% juice only.

Non-compliant foods may be sold from one-half hour after school through midnight.

MIDDLE/HIGH SCHOOL – BEVERAGE RESTRICTIONS

References: Education Code Section 49431.5, California Code of Regulations Section 15576, Code of Federal Regulations sections 210.10, 210.11, 220.8, 220.12

A middle/junior high contains grades 7 or 8, 7 to 9, 7 to 10.

A high school contains any of grades 10 to 12.

Effective from midnight to one-half hour after school.

Applies to ALL beverages sold to students by any entity.

Sold means the exchange of food for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

Compliant beverages:

- 1. Fruit or Vegetable juice:
a. >= 50% juice and
b. No added sweeteners
c. <= 12 fl. oz. serving size
2. Milk:
a. Cow's or goat's milk, and
b. 1% (unflavored), nonfat (flavored, unflavored), and
c. Contains Vitamins A & D, and
d. >= 25% of the calcium Daily Value per 8 fl. oz, and
e. <= 28 grams of total sugar per 8 fl. oz.
f. <= 12 fl. oz. serving size
3. Non-dairy milk:
a. Nutritionally equivalent to milk (see 7 CFR 210.10(d)(3), 220.8(i)(3)), and
b. <= 28 grams of total sugar per 8 fl. oz, and
c. <= 5 grams fat per 8 fl. oz.
d. <= 12 fl. oz. serving size
4. Water:
a. No added sweeteners
b. No serving size limit
5. Other Non-calorie Beverages (NOT ALLOWED IN MIDDLE SCHOOLS)
a. Water as first ingredient
b. <= 16.8 grams added sweetener/8 fl. oz.
c. <= 5 calories/8 fl. oz. (or <= 10 cal/20 fl. oz.)
d. 10-150 mg Na+/8 fl. oz.
e. 10-90 mg K+/8 fl. oz.
f. No added caffeine
g. <= 20 fl. oz. serving size
6. Other Low-calorie Beverages (NOT ALLOWED IN MIDDLE SCHOOLS)
a. Water as first ingredient
b. <= 16.8 grams added sweetener/8 fl. oz.
c. <= 40 calories/8 fl. oz.
d. 10-150 mg Na+/8 fl. oz.
e. 10-90 mg K+/8 fl. oz.
f. No added caffeine
g. <= 12 fl. oz. serving size

Non-compliant foods may be sold from one-half hour after school through midnight.

MIDDLE/HIGH SCHOOLS – STUDENT ORGANIZATIONS

Reference: California Code of Regulations Section 15501

Effective during or after school hours.

Applies ONLY to food and beverage sales by student organizations.

- 1. Up to three categories of foods or beverages may be sold each day (e.g., chips, sandwiches, juices, etc.).
2. Food or beverage item(s) must be pre-approved by governing board of school district.
3. Only one student organization may be allowed to sell each day.
4. Food(s) or beverage(s) cannot be prepared on the campus.
5. The food or beverage categories sold cannot be the same as the categories sold in the food service program at that school during the same school day.
6. In addition to one student organization sale each day, any and all student organizations may sell on the same four designated days per year. School administration may set these dates.



**GENERAL CONDITIONS**

**DEFINITIONS:**

**1.1 District:** means the Irvine Unified School District, 5050 Barranca Parkway, Irvine CA 92604.

**1.2 Bidder:** means that individual, partnership, joint venture, corporation or other entity which prepares and submits a proposal in response to a solicitation from the District.

**1.3 Contractor:** also referred to as “successful bidder” is the bidder to which the Agreement/Contract has been awarded by the District.

**1.4 Agreement:** also referred to as “Contract” means all of the proposal documents, including the Notice Calling for Proposals, Calendar of Events, Information for Bidders, Proposal Form, Proposal Form Pricing Sheet, Certification of Primary Participant regarding Debarment, Suspension and other Responsibility Matters, Certification of Restriction on Lobbying, Workers Compensation Certificate, Non-collusion Declaration, W-9, Tobacco Use Policy, Fingerprint/Criminal Records Check Certification, Drug Free Workplace Certification, Insurance Certificates and Endorsements, General Conditions, Special Provisions, Specifications, the Agreement, Quick Reference Cards, and any and all modifications and Amendments. All these documents are complementary, and what is called for by any one shall be as binding as if called for by all.

**SCOPE OF WORK:**

The purpose of this proposal is to establish a contract for the purchase of and delivery of Milk and Dairy to schools within the Irvine Unified School District (see below).

**Elementary Schools**

- Alderwood
- Bonita Canyon
- Brywood
- Canyon View
- College Park
- Culverdale
- Cypress Village
- Deerfield
- Eastshore
- Greentree
- Meadow Park
- Northwood
- Oak Creek
- Plaza Vista
- Portola Springs
- Santiago Hills
- Springbrook
- Stone Creek
- Stonegate
- Turtle Rock
- University Park
- Vista Verde
- Westpark
- Woodbury

**Middle Schools**

- Jeffrey Trail
- Lakeside
- Plaza Vista
- Rancho San Joaquin
- Sierra Vista
- South Lake
- Venado

**High Schools**

- Irvine
- Northwood
- Creekside
- University
- Woodbridge



1. ADD/ DELETE LOCATIONS: Irvine Unified School District is a growing district, therefore, the District reserves the right to add or delete locations at its discretion at any time throughout the term of this proposal.

2. NO MAXIMUM OR MINIMUM QUANTITIES: The District does not guarantee that a minimum or maximum amount will be purchased. Any quantities specified in this proposal are estimates only. Quantities are subject to change in order to meet the needs of the Nutrition Service Department as well as individual school needs. **No minimum order requirements may be imposed or will be allowed.**

3. TERM OF AGREEMENT: Minimum term of Agreement is one (1) year. Term of Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in one (1) year increments in accordance with provisions contained in the Education Code, section 17596 (K-12). The maximum term of Agreement is three (3) years.

4. PRICING: All prices shall be firm for 30 days, after which milk can increase or decrease in accord with changes in Class 1 raw milk prices based on monthly Federal Milk Order Announcements for the applicable geographical zone. Prices for Milk and Dairy products will escalate or de-escalate in accordance with changes in Class I, II, III price levels regulated by the California Department of Food and Agriculture, Milk Stabilization Branch. Milk pricing will be based on the raw products components for Class I, II, and III dairy components as announced by the California Bureau of Milk Market Enforcement.

5. PRICE ADJUSTMENTS: Any price adjustments (up or down) must be announced to the District by the 15<sup>th</sup> of the month preceding the month in which the change will occur. Any adjustment in price must be documented by the California Bureau of Milk Market Enforcement announcement and be accompanied by conversion calculations showing manner of arriving at price adjustment. In the event of a price decline, such lower prices are to be immediately extended to Irvine Unified School District. In addition, within 24 hours of any price decrease, the District shall be notified in writing of such changes and pending orders shall reflect the newer price.

6. EXPERIENCE: Bidders are to have at least three (3) years of successful experience in providing services similar in size and scope to the requirements of the proposal. All services are to be performed by trained fully experienced personnel for the services required. Experience should be with at least two (2) school districts for this type of service.

7. NO ASSIGNMENT: The successful bidder shall not assign, transfer, or convey the contract which may be awarded, or any right accruing there-under, title or interest therein, funds to be received hereunder, or any power to execute the same.

8. FORCE MAJEURE: The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing services by act of God, fire, loss or shortage of facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof



is presented to the party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. INDEPENDENT CONTRACTOR: While engaged in carrying out and complying with the terms and conditions of the Agreement, the successful bidder shall be deemed an independent contractor and not an officer, agent, or employee of the District.

10. PRODUCT RECALL: Successful bidder shall bear the cost incurred by the District resulting from product recall, including but not limited to, any cost initially incurred for storage and transportation; pickup, transportation and storage of recalled product(s); and price differential for replacement product, if necessary and approved by the District. Payment or credit for all cost directly related to product recall shall be made with 30 days.

11. GOVERNING LAW: The laws of the State of California and the County of Orange shall govern all aspects of the proposal.

12. DELIVERIES: Deliveries are to be F.O.B. (Free On Board) destination. All deliveries shall require inside delivery and are to be placed in designated areas/coolers, as specified, by the Site Supervisor/designee. Delivery scheduling must be agreed to by the successful bidder and individual Site Supervisor/designee. Their criteria for delivery scheduling will be based on volume and equipment present at the site. Site Supervisor reserves the right to have products delivered each serving day (Monday through Friday), if conditions require. Any requests to deviate from the Site Supervisor's delivery times or for building keys (if applicable), must be made directly to the Nutrition Services Department Director. The Bidder shall be responsible for securing and returning keys (if applicable) to the Nutrition Services Department Director.

13. POSTPONEMENTS/DELAYS: The successful Bidder must have a contingency plan in place for immediate recovery should a truck breakdown or other delay(s) occur during any delivery day. If a delay occurs, the successful bidder will be responsible for contacting the Nutrition Services Department and each individual Site Supervisor affected by the delay. It is requested that the successful bidder meet with the Nutrition Services Department Director to outline the proposed delivery routing prior to implementation or upon a change in routes or delivery days.

14. PENALTIES: Federal and State meal reimbursement lost to the District due to late and/or missed deliveries will be deducted from the payment made to the successful bidder.

15. DAMAGE TO DISTRICT PROPERTY: The successful bidder shall be fully responsible for any damage to District property caused by its employees. Repairs or replacement, at the option of the District, shall be made by the successful bidder or by the District and charged to the bidder.

16. INSURANCE AND PROOF OF CARRIAGE OF INSURANCE:

(a) Successful bidder shall not commence services under this Agreement until all required insurance certificates and endorsements as set forth in the Information for Bidders



from admitted insurers have been obtained and delivered to and approved by District. Such insurance shall be issued by admitted insurers approved by the District.

Successful bidder shall provide proof of insurance on District approved forms without revisions and an endorsement to said policy(s) naming the District as additional insureds while rendering services under this Agreement.

(b) Certificates and insurance policies shall include the following:

(1) A clause stating:

"This policy shall not be canceled or reduced in required limits of liability or Amount of insurance until notice has been mailed to District stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

(2) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

(3) Statement that the District is an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.

(c) In case of Successful bidder's failure to provide insurance as required by the Agreement, the District may, at District option, take out and maintain at the expense of the Successful bidder, such insurance in the name of Successful bidder, as the District may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to the Successful bidder under this Agreement.

17. DRUG AND ALCOHOL TESTING: The successful bidder shall require that all drivers and other individuals who may come in contact with students be subject to drug and alcohol testing in accordance with the requirements of any federal, state, and local laws. The successful bidder shall keep a record of said information and shall provide such information to the District upon request.

The successful bidder shall notify the District immediately and in writing whenever any driver has tested positive for drugs or alcohol and shall immediately dismiss the driver from transporting District students.

18. RECORDS AND AUDIT:

(a) The Successful bidder shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement.



(b) The Successful bidder shall preserve and make available its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the District.

(c) The Successful bidder is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.

19. COMPLIANCE WITH OSHA: Successful bidder agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that successful bidder will indemnify and hold the District harmless for any failure to so conform.

20. DISTRICT'S RIGHT TO TERMINATE AGREEMENT:

(a) If the successful bidder refuses or fails to perform the required services with such diligence as will insure its completion within the time specified or any extension thereof, or if the successful bidder should file a petition for relief as a debtor, or should relief be ordered against successful bidder as a debtor, under Title 11 of the United States Code, or if successful bidder should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail to perform, except in cases for which extension of time is provided or if successful bidder should otherwise be guilty of a substantial violation of any provision of the Agreement, then District may, without prejudice to any other right or remedy, serve written notice upon successful bidder, of District's intention to terminate the Agreement, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such condition shall cease or such violation shall cease and arrangements satisfactory to District for the correction thereof be made, the Agreement shall upon the expiration of said ten (10) days, cease and terminate. In such case, successful bidder shall not be entitled to receive any further payment.

(b) In the event of termination under this section and when successful bidder the cost to the District to secure other similar services specified in this proposal exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from said successful bidder.

(c) The successful bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items proposal is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel the contract at any time and/or to limit services due to non-availability or non-appropriation of sufficient funds.

21. CRIMINAL RECORDS CHECK: Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school District may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner



authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application. The successful bidder shall not permit an employee to come in contact with the District's pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The successful bidder shall certify in writing to each Governing Board of the District that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. Criminal Records Check Certification by successful bidder is included in the proposal documents.

22. TOBACCO FREE POLICY: Successful bidder has been advised and is aware that District has adopted Board Policy 3513.3 which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Successful bidder shall be responsible for the enforcement of Districts' tobacco-free policy among all successful bidders' employees while on District property. Successful bidder understands and agrees that should any employee of successful bidder violate the Districts' Board Policy after having already been warned once for violating Districts' tobacco-free policy, successful bidder shall remove the individual for the duration of the Agreement. Successful bidder shall not be entitled to any additional compensation and/or time for such removal.

23. HOLD HARMLESS/INDEMNIFY: The successful bidder awarded the agreement will be required to indemnify and hold harmless the District, its Governing Board, officers, agents, and employees as set forth in the Agreement. Bidder agrees, at its own expense, cost and risk, to indemnify, defend, and hold harmless the District, its Governing Board, officers, agents, and employees against any and all personal injuries, damages, liabilities, cost, suits, or expenses, including reasonable attorney fees, arising out of any act or omission or the condition of any property owned or controlled by the bidder in the performance of this Agreement.

24. NO WAIVER: No waiver of a breach of any provision of the agreement by the District shall constitute a waiver of any other breach of such provision. Failure of the District and Successful bidder to enforce at any time, or from time to time, any provision of this agreement shall not be construed as a waiver thereof.

25. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or not correctly inserted, then upon application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

26. SEVERABILITY: If any provisions of the agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of this contract, which shall remain valid and enforceable according to its term.





27. WARRANTY OF SUPPLIES/GOODS:

- A. Notwithstanding inspection and acceptance by the District of supplies/goods furnished under the contract or any provision of this contract concerning the conclusiveness thereof, the Successful bidder warrants that:
1. All materials, equipment, supplies/items/goods or services furnished under this contract shall be in accordance with the District specifications as called out in this proposal. The successful bidder shall furnish and deliver the quantity designated in the award of the proposal. Any materials or supplies/items/goods determined by the District's Nutrition Services Department Director to be not in accordance with or conforming to the specifications of the proposal, shall be rejected and promptly removed from the District's premises at the successful bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the specifications or contract sample, the cost of such test shall be paid for by the successful bidder.
  2. The preservation, packaging, packing and marking, and the preparation for, and method of shipment of such supplies/items/goods will conform to the requirements of this contract.
- B. Within a reasonable time, the District may either by written notice, require the prompt correction or replacement of any supplies/items/goods or part thereof (including preservation, packaging, packing and marking) that do not conform with the requirements of this contract or retain such supplies/items/goods, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Successful bidder shall promptly make appropriate repayment.
- C. When return, correction or replacement is required, the District shall return the supplies/items/goods and transportation charges and responsibility for such supplies/items/goods while in transit shall be borne by the Successful bidder. However, the successful bidder's liability for such transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under this contract and the Successful bidder's facility and return.
- D. If the Successful bidder fails or refuses to correct or replace the nonconforming supplies/items/goods within a period of ten (10) days, the District may, by contract or otherwise, correct or replace them with similar supplies/items/goods and charge to the Successful bidder the cost occasioned to the District thereby. In addition, if the Successful bidder fails to furnish timely disposition instructions, the District may dispose of the nonconforming supplies/items/goods for the Successful bidder's account in a reasonable manner, in which case, the District is entitled to reimbursement from the Successful bidder or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming supplies/items/goods, as well as for excess costs incurred or to be incurred.



- E. Any supplies/items/goods or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies/items/goods initially delivered.
- F. The word “supplies/items/goods” as used herein includes related services.
- G. The rights and remedies of the District provided in this clause are in addition to and do not limit any rights afforded to the District by any other clause of the contract.

28. CLAIMS: If the successful bidder shall claim compensation for any damage sustained by reason of the acts of the District or its agents, the successful bidder shall, within five (5) days after sustaining of such damage, make to the District a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained, the successful bidder shall file with the District an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, the successful bidder’s claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.

29. DEFAULT: If successful bidder fails or neglects to furnish and/or deliver the supplies or services at the prices quoted or at the times and places agreed upon or otherwise fails to comply with the terms, conditions, or specifications of this proposal document in its entirety, the District reserves the right to cancel existing services affected by such default, and procure services from other sources and deduct from any unpaid balance due to the successful bidder. The price paid shall be considered the prevailing market price at the time such purchase is made.

30. DRIVING ON PREMISES: The successful bidder’s representative driving motor vehicles on the District’s school grounds will use extreme caution, especially when school is in session. Drivers will lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or opened, evidence of vandalism, etc., should be reported to the Irvine Unified School District at (949) 936-5000.



## SPECIAL PROVISIONS

1. Nutrition Guidelines are based on current Federal and State guidelines and are subject to change during the term of the Agreement.
2. A complete nutritional fact label for one (1) individual serving including all ingredients and major food allergens used on the preparation of the product will be required. Information regarding school meal pattern requirements met by each product must be provided with the proposal at opening. Products must specify zero grams of trans-fat per serving (Public law no. 111-296, Healthy, Hunger-Free Kids Act of 2010).
3. Deliveries are to be made on an average of two (2) to three (3) times per week to all sites between the hours of 6:00 am and 10:00 pm. Product is to be placed in refrigerated units. Any changes to the frequency and hours of deliveries will be discussed and approved by the Nutrition Services Department Director.
4. The set-up of orders and delivery times may vary per school. Successful bidder(s) must work with the Nutrition Services Department and/or school sites on both set-up and delivery.
5. Delivery slips are required with every delivery, and each delivery slip must be signed by the Site Supervisor or their designee, and a copy shall be left at the individual schools.
6. The successful bidder(s), if requested, shall be responsible to provide on-site training to school personnel in proper food service handling techniques for dispensing your product.
7. Payments for Milk and Dairy services may be invoiced after actual delivery to the required destination.
8. All products must be produced, processed, handled and distributed in accordance with the laws and regulations of the Orange County Health Department. The District reserves the right to inspect the plant and facilities of the Bidder prior to or after award of contract. The Bidder must display a valid Orange County Health Department permit. **A recent health department report will be required to be submitted at the time of the proposal opening.**
9. The storage, preparation, handling, and delivery of the food products shall comply with all applicable health and safety laws and regulations. The successful Bidder shall immediately notify the District in writing of any potential disease, illness, or recalls associated with the food product which stem from improper procedures or defective food product.
10. Products and packaging stated herein shall be produced under sanitary conditions; the plant shall meet sanitary requirements of Federal, State and City agencies.
11. Food delivered individually-portioned, packaged and labeled for sale must have an ingredient label which lists allergens, if any, and MSG. Packaging must include a tamper-proof seal.



12. For each food item the Successful bidder proposes to deliver a nutrient analysis and a list of ingredients and amount (by weight or volume) in each service, i.e. Bean Burrito: flour tortilla 1 oz., refried beans 5 oz., processed cheese 1 oz. Spices and seasonings should be listed.

13. If requested the bidder must provide the District with a sample container, wrap and/or packaging to be used. Product name and brand/logo clearly displayed on the package.

14. Out of Date products are to be promptly removed and replaced as requested at no cost to the District.

15. The successful bidder may be provided gate key(s) for entry into specified school sites as arranged with the District's Nutrition Services Department Director. The successful bidder will be required to follow the District's guidelines regarding key handling, will be held liable for the cost of re-keying and providing replacement key(s) if lost.

**\*\* Keys Will be Made Available to Refrigerated Units and May also be Provided to Access Additional District Property \*\***

16. No fuel surcharges will be levied during the term of this contract.



### **MILK AND DAIRY SPECIFICATIONS**

1. Milk 1% butterfat, minimum milk solids not fat 9%, US Grade A fresh, approved, pasteurized homogenized, Vitamin A & D enriched.
2. Chocolate Milk, Skim, minimum milk solids not fat 9%, US Grade A fresh, approved, pasteurized homogenized, Vitamin A and D enriched. No recombined chocolate milk.
3. All milk is to be Grade A, pasteurized, fortified with Vitamin D in the amount of 400 units per quart, and furnished in accordance with State, County, and City ordinances and delivered to the schools as directed. Fluid milk and milk products shall be delivered at a temperature between thirty-three (33°F) and thirty-eight (38°F) degrees Fahrenheit or less. Any milk delivered above thirty-eight (38°F) degrees Fahrenheit will be rejected at the successful bidder's expense. Milk products and juices must have at least a ten (10) day code date from day of delivery. Product will be returned and a credit will be required on unused products if code is out of date.
4. Yogurt products must not contain high fructose corn syrup.
5. Fluid dairy product will be properly sealed. Leaking containers will be credited at full price.
6. The full strength juice products must have a statement on the label indicating products are 100% juice product. All juices must maintain the proper Brix level.
7. All juices must be free of mold and/or foreign particles.
8. All products furnished under this contract must be federal or state inspected.
9. The successful bidder must have a Hazard Analysis Critical Control Point Program (HACCP) for all areas of service and products including but not limited to; purchasing, receiving, holding, storage, transportation and delivery. All Bidders must provide copies of their HACCP certification records at the time of the proposal submission. Milk and Cream furnished shall be Grade A, freshly pasteurized, contained in Pure-Pak containers (Tetra-Pak is not acceptable packaging), and must meet or exceed the minimum requirements in regard to butterfat content, milk solids not fat, containing 10 coliform per gram and 50,000 standard plate per gram when delivered, as established by the United States Department of Agriculture (USDA), and/or the State Department of Public Health.
10. Milk must be delivered fresh having a code date of not less than 10 days and cream having a code not less than 28 days.
11. Each bidder is required to furnish a Laboratory Report approved by the State Department of Public Health providing analysis on butterfat, bacteria, and coliform and milk solids not fat.



12. Packaging/containers shall be standard, leak-proof, plastic bottles or paraffin waxed paper cartons and easily opened. Nutritional information with graphic illustration and/or character shall be displayed on side panel.

13. All refrigerated milk products must be transported in refrigerated units and delivered to the school refrigerators at a temperature ranging between 33°F and 38°F.

14. The product brand and grade offered and accepted shall be supplied during the entire contract period, and no substitution shall be made except upon written approval of the District.

15. Milk orders will be placed for products used in full case quantities whenever possible. Partial cases and/or unit counts may be necessary for products such as skim milk, etc., to be delivered as ordered.

16. The successful Bidder agrees to replace or give credit for any milk and dairy products, when tested, does not meet the requirements of the foregoing specifications, if requested by the District to do so. Credit for unsold milk shall be given before school vacations including Christmas, winter, spring, and summer.

17. Non Fat (1%) Flavored Milk:

- a. Not less than 2000 USP units Vitamin A per quart.
- b. Not less than 400 USP units Vitamin D per quart.
- c. Shall be protein fortified and contain not less than 8.25% total milk solids non-fat.
- d. Emulsifiers or stabilizers added shall not be more than 2% by weight of the total non-fat milk solids added.
- e. Addition of approved flavoring.
- f. Pasteurized and homogenized.
- g. Limit total sugars to 22 grams per 8-ounce portion.

17. The successful bidder will be required to pick up empty milk crates when milk is delivered and prior to school holidays and vacations. Milk crates will be maintained in a clean and sanitary condition.

18. Bidders to certify in writing on the bidder's letterhead and submit to the District that Bovine Growth Hormone (BGH) is or is not administered to herds that supply milk to dairy with this proposal.