



**Meeting Date:** 7/17/2013 - 4:00 PM

**Category:** Consent Calendar

**Type:** Action

**Subject:** 11.19 BUSINESS: Ratification of Award of the Nutrition Services Snack and Beverage Agreement (funded through Nutrition Services, not the General Fund)

**Strategic Plan:**

**Enclosure:**

**File Attachment:** Snack & Beverage Bid - A&R Food Dist Agreement.pdf

Purchasing used formal bidding procedures to obtain contract pricing for snack and beverage products to be used by Nutrition Services at all Perris Union High School District kitchens during the 2013-14 school year. The bid opening was held on Tuesday, June 18, 2013, at 9:30 a.m. and two (2) bids were submitted. The bid award is recommended as follows:

**Summary:** Vendor: A&R Food Distributors

This contract was bid and is being recommended for award pursuant to Public Contract Code 20111, which provides that the Governing Board shall let any contract for the purchase of equipment, materials, or supplies involving an expenditure of eighty-one thousand, four hundred dollars (\$83,400) or more, to the lowest responsible bidder.

**Funding:** The cost for this item is included in the 2013-14 operating budget funded through Nutrition Services, Fund 13.

**Recommendation** It is recommended that the Board of Trustees ratify the Agreement awarded to the lowest responsive and responsible bidder, A&R Food Distributors, for snacks and beverages to be used by Nutrition Services.

**Recommended By:**

**Signed By:** Electronically Signed By  
Anna Hamilton - Purchasing Agent

**Approvals: Signed By:** Electronically Signed By  
Candace Reines - Assistant Superintendent, Business Services

**Signed By:** Electronically Signed By  
Jonathan L. Greenberg - Superintendent

**Original Motion**

Member **(Joan Cooley)** Moved, Member **(David Nelissen)** seconded to approve the **Original** motion 'It is recommended that the Board of Trustees approve the items listed under the Consent Calendar categories of General Functions, Personnel, Curriculum, Buildings and Grounds, and Business.'. Upon a Roll-Call Vote being taken, the vote was: Aye: **4** Nay: **0**.

**Vote Results:**

The motion **CARRIED** 4 - 0

**NOTICE INVITING BIDS**

Notice is hereby given that the Perris Union High School District hereinafter referred to as the "DISTRICT" will receive sealed bids for the award of contracts for the purchases of Snacks and Beverages up to but not later than **12:30 p.m., on June 14, 2013.**

Bids shall be delivered in sealed envelopes marked "SNACK AND BEVERAGE BID 2013" to the office of:

Anna G Hamilton  
Purchasing Agent  
PERRIS UNION HIGH SCHOOL DISTRICT  
155 E. 4<sup>th</sup> Street  
Perris, CA 92570

prior to the above deadline. Bids will be publicly opened at **12:30 p.m. June 14, 2013** at the above location.

Each bid must conform and be responsive to the bid documents, copies of which may be obtained via the District website at [www.puhsd.org](http://www.puhsd.org) or by calling or writing:

Stephanie Bruce  
Director, Nutrition Services  
Perris Union High School District  
155 E. 4<sup>th</sup> Street  
Perris, CA 92570  
Phone: (951) 943-6369 ext. 80241

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

6/3, 6/10/2013  
Press Enterprise

**PERRIS UNION HIGH SCHOOL DISTRICT  
SNACKS & BEVERAGE BID 2013-14**

**BID INSTRUCTIONS & CONDITIONS FOR BIDDERS**

**1. PREPARATION AND SUBMISSION OF BID FORM**

Perris Union High School District invites bids on the form enclosed to be submitted no later than **12:00 p.m. on June 14, 2013**. All blanks on the bid form must be appropriately completed. Each bid must be submitted in a separate sealed envelope bearing on the outside "**SNACK AND BEVERAGE BID 2013**". It is the sole responsibility of the bidder to ensure that the bid is received by **12:30 p.m. on June 14, 2013**. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

**2. BID OPENING**

All bids shall be publicly opened at **12:30 p.m. on June 14, 2013** at the:

PERRIS UNION HIGH SCHOOL DISTRICT  
District Office, Superintendent's Conference Room  
155 East 4th Street  
Perris, CA 92570

**3. SIGNATURES**

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

**4. MODIFICATIONS AND CORRECTIONS**

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

**5. ACCEPTANCE**

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

**6. WITHDRAWAL OF BID**

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

**7. INTERPRETATION OF BID DOCUMENTS**

If any bidder finds discrepancies in, or omissions from the bid documents, he may submit to the Director of Nutrition Services, Perris Union High School District a written request for clarification and the response thereto will be mailed to all bidders. Corrections will be made by addenda issued to each company that has been sent or picked up a bid packet. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid.

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

## **9. NUTRITIONAL INFORMATION**

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

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

### **ALL PROCESSED FOODS SHOULD CONTAIN NO ADDED ARTIFICIAL TRANS FAT.**

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

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

## **10. BRANDS**

Brand names are included for descriptive purposes to indicate the quality, design, and utility desired, but the specification is not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this bid.

Each bidder shall indicate the manufacturer's name and case pack of the brand(s) being bid and shall submit all samples in accordance with the SAMPLE provision of this bid.

## **11. SUBSTITUTIONS**

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

## **12. QUALITY**

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

## **13. AUDITS AND INSPECTIONS**

The successful bidder shall submit to third party audits and/or inspections initiated by the District during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Successful bidder must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

## **14. PATENT INFRINGEMENTS**

The successful bidder(s) shall hold the Perris Union High School District, its officer's agents, servants and employee, harmless from liability of any nature of kind on account of use of any copyrighted or un-copyrighted composition, secret process, patented invention, article, or appliance, furnished or used, under this bid.

## **15. DISCOUNT**

Cash discount when stated on bid shall be allowed on all payments that are processed by the District with reasonable promptness after acceptance of material and receipt of vendor's invoice in triplicate. Cash discounts for a period of less than thirty (30) days will not be considered in determining low bidder. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible bidder.

## **16. NON-BIDDERS**

If a bid is not made, please notify the District if you wish to remain on the mailing list.

## **17. BID NEGOTIATIONS**

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

## **18. LEGAL REQUIREMENTS**

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

## **19. METHOD OF PRICING AND COMPLETING BID**

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

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

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

Bid each item separately. Prices must be stated in the units specified and remain firm for all orders placed during the Agreement Period. Prices must be firm until June 30, 2014. Price increases may only be on a pass through basis, (i.e., increase to distributor five cents, increase to District five cents) and must be preceded with thirty (30) calendar days written notification to the District. All price increase requests must be accompanied by written proof of increase by suppliers. Products ordered prior to price increase and calling for immediate delivery will be billed at original price regardless of delivery date.

## **20. METHOD OF AWARD**

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

The bid shall be awarded as one lot to the low responsive and responsible bidder meeting bid terms, conditions and specifications.

The award will be computed and the low bidder determined by summing the totals to arrive at a grand total. If bidder has offered any prompt payment discount (see Line #15), the District will subtract those payment discount terms to arrive at each bidder's net offer.

## **21. COMMUNICATION OF AWARD**

Bid awards made by the Board of Education shall not become binding upon the School District communication in writing to the successful bidder(s).

## **22. DELIVERY SERVICES**

After receiving written notification of award, each successful bidder shall be required to commence with the delivery of all items which they have been awarded immediately after receipt of a participating district purchase

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

### 23. SAMPLES

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

- A. "Staples (Frozen/Dry) Bid 2013" samples must be submitted to:

PERRIS UNION HIGH SCHOOL DISTRICT  
NUTRITION SERVICES  
155 East 4<sup>th</sup> Street  
Perris, CA 92570

**Between the hours of 8:00 A.M. and 3:00 p.m. June 10 – June 14, 2013 only, after which no samples will be accepted.**

- B. Samples must be submitted free of charge. Samples must be clearly marked as to which bidder they belong to. Submit only 1 sample unit, i.e. 1 Container, not a case.
- C. All packages containing samples must be clearly labeled **"SNACK AND BEVERAGE BID 2013"** and each sample clearly identified as to the bid and item numbers under which it is to be considered.
- D. Samples which do not comply with these instructions shall not be considered for award.
- E. All samples become the property of the soliciting group unless otherwise agreed to between the group and the bidder.

### 24. EVIDENCE OF RESPONSIBILITY

Upon request of the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing the company's financial resources. The District may also request the name of three (3) references for whom similar supplies or equipment were provided during the previous year.

### 25. BID DOCUMENT

The complete bid includes the following documents: Notice Inviting Bids, Instructions and Conditions to Bidders, Non-Collusion Declaration, Quotation sheet, Lobbying Disclosure Form, Debarment Notification Form and Appendix A: Site List. Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint himself with the conditions and terms affecting the performance of the Agreement if awarded. The bidder's submission of a bid shall be taken as prima facie evidence of compliance with this section. Bids should be verified before submission, as they cannot be withdrawn after their opening.

### 26. TAXES

Purchaser will pay for state and local taxes. Do not include taxes on the bid form.

### 27. QUANTITIES

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

## **28. MULTI-YEAR EXTENSIONS**

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

## **29. PRICES**

All prices must remain firm from July 1, 2013 through June 30, 2014. All price increase requests must be supported by written proof, found to be satisfactory to the District. Price increases may only be on a pass through basis, (i.e., increase to distributor five cents, increase to District five cents) and must be preceded with thirty (30) calendar days written notification to the District. All price increase requests must be accompanied by written proof of increase by suppliers. Products ordered prior to price increase and calling for immediate delivery will be billed at original price regardless of delivery date.

## **30. PLACEMENT OF ORDERS**

Orders shall be issued directly to the vendor by participating school sites, commencing from bid award (July 1, 2013 through June 30, 2014).

## **31. INSPECTION AND ACCEPTANCE**

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

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

## **32. SAFETY REGULATIONS**

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

## **33. DEFAULT**

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

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

**OR**

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

**OR**

C. If the successful bidder fails or neglects to furnish or deliver any equipment, products, materials or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this bid document in its entirety, the District reserves the right to purchase the items herein specified from another vendor, after providing the vendor with a ten (10) calendar day cure period. All additional costs or expenses incurred by reason of the failure of the successful bidder, as above stated, shall be paid by such bidder and his sureties, if any. The price paid by the District shall be



considered the prevailing market price at the time such purchase is made. In the event that any of the participating school districts terminate their orders in whole or in part, they may procure supplies or services similar to those so terminated from other sources, and the Vendor shall be liable to the participating school districts for any additional costs for such similar supplies or services.

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

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

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

#### **34. PERFORMANCE BOND**

Within five (5) calendar days from receipt of Notification of Award, successful bidders may be required to secure a 100% performance bond from a California admitted surety.

#### **35. INDEPENDENT CONTRACTORS**

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

#### **36. ANTI-DISCRIMINATION**

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

#### **37. LIABILITY**

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

#### **38. BIDDERS DISCLOSURE INFORMATION**

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

End of Instructions and Conditions for Bidders

## **CONTRACT TERMS AND CONDITIONS**

### **1. TIME AND PLACE OF BID OPENING**

All bids shall be publicly opened at **12:30 p.m. on June 14, 2013** at the:

PERRIS UNION HIGH SCHOOL DISTRICT  
District Office, Superintendent's Conference Room  
155 East 4th Street  
Perris, CA 92570

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

### **2. CONTRACT DOCUMENTS**

The complete contract will include the Notice Inviting Bids, General Bid Instructions and Conditions, Contract Terms and Conditions, the bid of the contractor and its acceptance by the District, and the Purchas Order issued by the District, any of which shall be interpreted to include all provisions of the other documents as though fully set forth therein.

### **3. ERRORS AND OMMISIONS**

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

### **4. AWARD OF CONTRACT**

A successful bid must deliver the items with the required delivery schedule in order to be declared responsive to this bid. The bid will be awarded on the basis of the lowest responsible bid. The District reserves the right to award the bid to one (1) or more vendors, whichever is in the best interest of the District. Additional criteria may be utilized in evaluating the bid award which could result in items not being awarded solely on the lowest price. Examples of this would include but are not limited to delivery minimums or prior unsatisfactory business relationships.

### **5. AGREEMENT PERIOD**

Minimum contract term is twelve (12) months. Prices bid must stay in effect for twelve (12) months after award of bid and may be extended upon mutual consent between the District and vendor thereafter upon Board approval renewed for an additional two (2) one (1) year periods for a maximum of three (3) years, in accordance with Education Code Section 81644.

The Board of Education reserves the right to terminate the contract effective at the end of each annual period.

### **6. DISCONTINUATION OF SERVICE**

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

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

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

## **7. ADDITIONAL ITEMS**

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

## **8. ORDER CONDITIONS**

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

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

## **9. PRODUCT QUALITY CONTROL**

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

All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Processor's plant is located or by the applicable federal standards, whichever is higher.

**The contractor shall furnish proof of an operational Hazard Analysis Critical Control Point (HACCP) plan at the time of bid submission.** Also, the Contractor shall provide products from manufacturers with HACCP systems in place. Additionally, Contractor shall provide products from manufacturers requiring a State, local or Federal Environmental Services inspection, or other third party governmental agency with regulating authority and jurisdiction over product manufacturers.

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

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

## **10. INFERIOR PRODUCT**

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

## **11. PACKAGING**

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

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

## **12. DELIVERIES**

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

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

**Please note that keys are not available and no dark drops will be allowed.**

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

### **13. DELIVERY SLIPS/INVOICES AND STATEMENTS**

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

Original – signed by person receiving material and retained by Contractor  
Duplicate – shall be left at each location – Nutrition Services Department Copy  
Triplicate – shall be left at each location – Site Copy

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

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

### **14. PAYMENT**

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

### **15. SAFETY AND SECURITY**

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

### **16. INDEMNIFICATION**

The Contractor agrees to hold harmless, defend and indemnify the District from every claim or demand which may be made by reason of:

- (a) Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employee directly or indirectly by him upon or in connection with his performance obligations under this Agreement, however caused; and
- (b) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor or any other person, firm or corporation directly, or indirectly employed by him upon or in connection with his performance of obligations under this Agreement, regardless of where the said injury or damage shall be alleged to take place; the Contractor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.
- (c) Contractor shall defend, indemnify, protect, and hold harmless Perris Union High School District and its agents, officers and employees from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.

## 17. INSURANCE

The Contractor shall maintain, or cause to be maintained, such insurances as will protect him and the District from claims under Worker's Compensation Acts, and such public liability insurance as will protect him and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

The Contractor shall maintain during the life of the contract, Public Liability and Property Damage Insurance to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. The minimum amounts of such insurance shall be as follows:

General Liability			
Comprehensive Form + Products/Completed Operation	Bodily Injury and Product Damage Combined		\$1,000,000.00
Auto Liability			
Comprehensive Form Owned, Non-owned, Hired	Bodily and Property Damage Combined		\$1,000,000.00

### Workers' Compensation

- (1) The Contractor shall provide, during the life of this contract, Workers' Compensation Insurance for all of his employees engaged in work under this contract, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees. Any class of employee or employees not covered by the subcontractor's insurance shall be covered by the Contractor's insurance.
- (2) In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statute, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected.
- (3) The Contractor shall file with the District certificates of his insurance protecting workmen as specified above.

The insurance company agrees to waive all rights of subrogation against the District, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the District.

Failure to take out or maintain the required insurance and furnish acceptable evidence thereof may result in termination of this contract.

## 18. PRICE ADJUSTMENTS

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

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

**Fuel surcharges shall not be accepted under this contract and the addition of such charges shall not be permitted during the period of the contract.**

**19. PRODUCT RECALLS**

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

**20. ADDITIONAL INFORMATION/CLARIFICATION**

Bidders desiring additional information or clarification regarding this bid may contact Stephanie Bruce, Director of Nutrition Services (951)943-6369 ext. 80241, or Jennifer Marrone, Accounting Technician, Nutrition Services (951)943-6369 ext. 80242.

**21. NON-COLLUSION DECLARATION**

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

**22. DEPT. OF EDUCATION-CHILD NUTRITION DIVISION FORMS**

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

**23. PIGGYBACK/OTHER DISTRICTS**

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

End of Contract Terms and Conditions

**PERRIS UNION HIGH SCHOOL DISTRICT  
AGREEMENT**

***Snack & Beverage 2013***

This Agreement is entered into by and between the Perris Union High School District, hereinafter referred to as "District", and (Company Name) hereinafter referred to as "Contractor."

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I

TERM

The term of this Agreement shall be July 1, 2013 through June 30, 2014. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

II

PRODUCTS

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

III

NON-FUNDING

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

IV

TERMINATION

This Agreement may be terminated by the District upon thirty (30) days' written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this Agreement and Contract Documents.

V  
COMPENSATION

Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Quotation Sheet(s), incorporated herein by reference.

VI  
METHOD OF PAYMENT

Contractor will be paid upon receipt and acceptance of materials and products specified. For prompt payment, billing must be accurate in all details, and invoices must be submitted to Perris Union High School District, Accounting.

VII  
CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the Notice to Bidder, Bid Proposal Form, Instructions to Bidders, General Conditions, Specifications, and all documents provided by the District forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VIII  
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Contractor, by execution of the Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

Company Name: A& R Wholesale Distributors, Inc. PERRIS UNION HIGH SCHOOL DISTRICT

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

Name: \_\_\_\_\_ Name: Anna G Hamilton

Title: \_\_\_\_\_ Title: Purchasing Agent

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