

CONEJO VALLEY UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL



DISTRICT OPERATION CENTER
CHILD NUTRITION PROGRAMS DEPARTMENT
750 MITCHELL ROAD
NEWBURY PARK, CALIFORNIA 91320



**CONEJO VALLEY UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL**

BID TITLE: Milk and Dairy Products
Products

BID NUMBER: 22-03-14-5

BID DUE DATE AND TIME: April 14, 2022 at 1:00 PM (PST)

BID QUESTIONS: All questions must be submitted by email to ybeck@conejousd.org. Questions must be submitted no later than 4:00 PM (PST) on April 1, 2022.

SUBMIT COMPLETED BID TO: Conejo Valley Unified School District
District Operations Center
Child Nutrition Department
750 Mitchell Road
Newbury Park, California 91320

SURETY REQUIREMENT: No Surety Required

AGENCY CONTACT PERSON: Virginia Beck
Director
Child Nutrition Department
(805) 498-4557, Ext. 7531

ADVERTISEMENT DATE: March 17, 2022
March 24, 2022

REQUEST FOR PROPOSAL FOR THE PURCHASE AND DELIVERY OF THE SCHOOL FOOD SERVICES MILK AND DAIRY PRODUCTS PRODUCTS

Conejo Valley Unified School District is composed of three (3) comprehensive high schools, one (1) hybrid high school, one (1) continuation school, five (5) middle schools, seventeen (17) elementary schools, two (2) special education schools, and one (1) adult school. The enrollment in the District is approximately 16,850. The District spans 120 square miles and includes Thousand Oaks, Westlake Village, and Newbury Park. Conejo Valley Unified School District serves approximately two (2) million meals per year.

The Conejo Valley Unified School District, hereinafter referred to as the District, is seeking proposals from qualified Bidders to provide distribution and delivery for Milk and Dairy Products Products. Delivery will be to the District central kitchen/warehouse and nine (9) school sites. It is the intent of the District to develop a secure service relationship between the agent and the District in a competitive atmosphere. The District is, therefore, willing to consider any, and all, options that will make service more effective and price more economical while providing reasonable income and security of contract to the agent. It is the intent of the District to have a single source supplier for the year, but the District reserves the right to award separately for Milk and Dairy Products Products if it is in the best interest of the District.

Service will be based upon the ability to meet the District's requirements for both storage and the ability to distribute purchased products to numerous sites and schedules.

Any response to the District will be considered a price quote, which outlines the terms and conditions for all financial aspects of doing business as the District's agent in these areas. The proposal will be the basis for an agreement, under which the successful proposer will sign an agent agreement with the District to provide service outlined therein. All proposals will be specific as to time lines and charges for goods and services.

The District reserves the right to reject any, and all, proposals and to waive informalities and minor irregularities in any proposal reviewed. The District may reject any proposal that does not conform to the instructions herewith. Additionally, the District reserves the right to negotiate all final terms and conditions of any preliminary agreement entered into with the awarded firm. The District makes no representations that any contract will be awarded to any respondent.

Bids are to be verified before submission, as they cannot be corrected after Bids are opened. The signatures of all persons shall be in longhand. Bidders shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. All Bids shall be submitted in sealed envelopes with the name of the Bidder, business address, and the name of the RFP for which the bid is submitted. It is the sole responsibility of the Bidder to see that their bid is received in proper time. Any Bids received after the scheduled closing time for receipt of Bids will be returned to the Bidder unopened. No oral or telephonic communication of any Bid submitted will be considered.

Parties interested in participating in the Request for Proposal can find the Bid posted on the Conejo Valley Unified School District Nutrition Services Department Web Page at the following link: <https://conejousd.org/Departments/Business-Services/Child-Nutrition>.

GENERAL TERMS AND CONDITIONS OF BID

1.0 SUBMISSION OF BID

- 1.1 Bidder shall be required to submit with their Bids all required information labeling and description of the products that they have submitted pricing for. Bids are due in the Child Nutrition Services Department by the submittal deadline **in a sealed envelope**, with the RFP name, number, date and time due, displayed on the package or envelope. **The Bid submittal deadline is April 14, 2022, at 1:00 pm PST.** Bidders shall submit their bids on, or before, the due date and time. The receiving time in the Child Nutrition Services Department will be the governing time for receipt of Bid. Bids will not be opened or revealed before the time set for receipt.

The public is not invited to attend the Bid opening.

- 1.2 Any irregularities or lack of clarity in the Bid should be brought to the attention of the Conejo Valley Unified School District (CVUSD) Child Nutrition Department for correction or clarification.
- 1.3 Bidder shall furnish the required information typed or written in ink on the Product Quotation form included in this RFP only. Bidder shall return the District's completed original bid documents. Incomplete Bid documents, which do not incorporate "General Terms and Conditions of Bid", may be rejected.
- 1.4 The person signing the Bid must initial, in ink, erasures or other changes.
- 1.5 An authorized representative of Bidder's firm must sign this Bid document. An unsigned Bid shall be disqualified. Each Bid must give the full business address of the Bidder and must be signed by the Bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed by the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A Bidder's failure to properly sign required forms may result in rejection of the Bid.
- 1.6 Bidder shall proofread his/her Bid carefully for errors.
- 1.7 In the event of a difference between written words and figures, the amount stated in written words shall govern.

- 1.8 Bidders shall offer one firm, fixed price for each item offered. Alternate pricing or proposals will be rejected. Bids stating “will negotiate” or “to be determined” or similar vague language will be considered as nonresponsive and will be subject to rejection of the Bid.
- 1.9 Errors in price computation on the Product Quotation Sheets do not relieve a Bidder from holding price. Veracity of prices submitted in this proposal is the sole responsibility of the Bidder.
- 1.10 In the event of a difference between unit price and the extended price, the unit price shall govern.
- 1.11 The quantities appearing in this Bid are approximate only and are estimated for the solicitation of Bids. Payment to the successful Bidder will be made only for the actual quantities of items furnished in accordance with the Bid. It is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without in any way invalidating Bid pricing.
- 1.12 Bidder shall state a realistic delivery date excluding Saturdays, Sundays and holidays. Delivery time shall be a consideration in award of Bid.
- 1.13 The use of the name and/or catalog number of a brand/maker in describing an item in this request for Bids should be seen as a measure of quality, design and utility of the article. Even if item being Bid on is “as specified”. Bidder must identify the brand/maker, model number and grade on the included Price Schedule/Specification Sheet. Failure to do so may result in rendering that particular Bid item “Not as specified”. When Bidder submits items as specified, manufacturer’s specifications are not required.
- 1.14 Any Bidder offering a brand other than those specified shall furnish specification sheets, product information and other pertinent literature with their Bid.
- 1.15 Exceptions to the Terms, Conditions and Specifications of this Bid must be noted in the space provided at the end of this Bid. Failure to note said exceptions shall be interpreted to convey that Bidder shall propose to perform in the manner described and/or specified. The District reserves the right to accept or reject any exceptions based on the best interest of the District.
- 1.16 All suppliers bidding on chemical and/or toxic products must submit a Safety Data Sheet (SDS) on each item that is Bid.
- 1.17 Bidder assumes any and all risks involved with method of delivery of Bid chosen. District assumes no responsibility for Bidder’s failure to deliver a Bid in accordance with the specified receiving point and time stated herein.

- 1.18 In order for a Bid to be considered, it is mandatory that the Bid documents be received in the District Child Nutrition Department prior to 1:00 PM (PST) on the due date outline in the Bid document. Upon receipt, date and time of receipt will be noted on the Bid Packet.
- 1.19 Neither District nor any official or employee thereof shall be responsible for the pre/post-opening of, or failure to open a Bid not properly addressed, identified or mislabeled.
- 1.20 Bids submitted by email will not be accepted.
- 1.21 Late Bids will NOT be accepted. A Bid may be received any time prior to 1:00 PM (PST) on the due date outlined in the Bid document. A Bid arriving after the deadline of 1:00 PM (PST) on the due date will be returned to its sender unopened.
- 1.22 A Bid may be withdrawn by written notification delivered by mail, or e-mail, provided such notice is received prior to the date and time set for the Bid opening.
- 1.23 A request for withdrawal of a Bid received after the scheduled Bid opening will not be considered.
- 1.24 In the event Bidder chooses not to bid, but wishes to remain on the Bid list, indicate "NO BID" on the response page of the Bid document, affix the firm name and address, and return it to the District.
- 1.25 Any discounts offered by Bidders must be stated clearly on the Bid Form itself so that the District can calculate properly the net cost of the Bid. Offers of discounts or additional services not delineated on the Bid Form will not be considered by the District. Prompt payment discounts of less than fifteen (15) days will not be considered. Discounts, when given, will be figured from date of receipt of accurate invoices, provided complete delivery and acceptance of the order has been made. If delivery date is later than date of receipt of invoice, billing date will coincide with delivery and acceptance date.
- 1.26 Bidders must quote prices "F.O.B. Destination" to the District delivery locations(s) specified. Prices should be stated in units specified and Bidders should quote each item separately. The District will not pay drayage, packing, or shipping and handling charges, nor shall the district pay for any fuel surcharges that are not indicated herein. Additionally, all prices offered by Bidders, must include on site off loading and inside delivery.
- 1.27 All costs for containers shall be borne by the Bidder. All products shall conform to the provisions set forth in federal, county, state and city laws for their production,

protection, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to point of delivery.

- 1.28 This invitation for Bids does not cover all products that will be used during the school year, but does include the products more often used. Vendors are invited to attach a separate list of all products available, with firm prices for the contract period (Balance of Line). Additional items offered will not be considered when calculating Bid totals and awarding a contract.
- 1.29 Bids shall be submitted in a sealed envelope or box and labeled using the following format:

Firm Name:

Bid #: 22-03-14-5

Due/Opening Date & Time: April 14, 2022 at 1:00 PM (PST)

**Mail or Deliver RFP To: Conejo Valley Unified School District
District Operations Center
Child Nutrition Department
750 Mitchell Road
Newbury Park, California 91320**

2.0 EVALUATION/AWARD

- 2.1 The District will award a contract to the Bidder whose response, in Conejo Valley Unified School District sole judgment, represents the best value considering the District's needs. The District reserves the right to accept Bid as deemed necessary for the best interest of the District, including the availability of specialty items not carried by another vendor. The District reserves the right to award a contract based on what the District considers the lowest most responsible and responsive Bidder, considering all factors. Past performance of a proposer will be evaluated and could subject a Bid to be rejected. The District reserves the right to choose the items purchased based on current need and budget and reserves the right to purchase all, some, or none of the products listed in the RFP.

3.0 PURCHASE ORDER

- 3.1 Items will be purchased on an as needed basis on an Open Purchase Order at any time during the contract period. The District reserves the right to add related items to or delete items from the contract at any time during the period of the contract. (Any items that may need to be added to this Bid shall exhibit same mark-up percentage as all other existing/awarded products on the Bid). The

vendor, upon request, will provide evidence and documentation of cost (at invoice price). The quantities listed for each item are District estimates only.

- 3.2 CVUSD will not be responsible for materials and/or services furnished without an official CVUSD Purchase Order issued by the Child Nutrition Department.
- 3.3 All transactions for goods between the CVUSD and seller shall be regulated according to California Statutes.
- 3.4 No variations, deletions, price increases, changes or modifications to any order shall be effective without prior written approval by CVUSD.

4.0 PRICE CHANGES

- 4.1 The successful Bidder will give the District the advantage of any decrease in prices which may occur during the effective period of this Bid. All prices shall be guaranteed for the contract period. Minimum delivery must be stated on the Bid.
- 4.2 The District requests, in accordance with all its Terms and Conditions, the inclusion of a 150-day price hold requirement. No increases shall be allowed earlier than 150 calendar days from the date of contract award inclusive of the 60-calendar day advance written request requirement.
- 4.3 Prices may only be increased on a pass through basis (i.e. increase to Bidder five cents, increase to District five cents) and 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.
- 4.4 In the event of a price increase, the Bidder is responsible for justifying the increase. All price increases must be submitted in writing sixty (60) days prior to the price increase(s).
- 4.5 In the event that a Supplier experiences a price increase, which would compel them to sell the product(s) at below cost, the Supplier may petition the District for a price increase. Any such request will need to be submitted with suitable proof that demonstrates the need for a price increase.

5.0 NUTRITIONAL INFORMATION

- 5.1 Bidders are required to provide complete product information sheets for all products included in Bid, indicating pack size, weight per unit, and nutritional analysis signed by a responsible party. Product information sheets are required as part of the Bid submittal.

- 5.2 Product information sheets may be submitted in either hard copy or in electronic format.
- 5.3 Products may not contain Trans Fats.
- 5.4 Bidders are to submit complete product information sheets/Product Formulation Sheets (PFS) for all items included in their Bid.
- 5.5 If Bidder is offering a brand other than those specified in the Bid, or offering additional products with their Bid (Balance of Line), they must also furnish product information sheets/PFS for those other brands, or additional items.
- 5.6 Proposals submitted without product information sheets will be rejected as nonresponsive. Acceptable documents that meet this requirement are:
- A. Product Formulation Statement (PFS), including:
 - a. Product name, code number, serving size
 - b. Type and weight of creditable ingredient
 - c. Printed name and signature, title of company representative certifying that the information on the PFS is true and correct, and date signed.
 - B. Child Nutrition (CN) Label:
 - a. The contribution to the meal pattern
 - b. CN logo
 - c. Month and year of approval
 - d. Product identification number assigned by USDA FNS
- 5.7 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 (FDA). Labels must list the presence of ingredients, which contain protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.
- 5.8 Bidder shall notify the Child Nutrition Department 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 Child Nutrition Department.

6.0 SAMPLES

- 6.1 On request, samples of the products being proposed shall be furnished free of cost to the District. Bidders may be required to demonstrate any item(s) proposed. Such demonstrations shall be made within the Conejo Valley Unified School District

boundaries. The District reserves the right to reject the Bid of any Bidder failing to submit samples or provide demonstrations as requested.

- 6.2 Within five (5) working days of request by the District, the Bidder shall submit, at no charge to the District, a minimum of one (1) case sample for each item offered and requested for evaluation.
- 6.3 Each sample shall be labeled with the Bid number and product item number.
- 6.4 Failure to comply with sample and evaluation requirements, including sample delivery time frame, may result in the Bidder's disqualification for contract award.
- 6.5 Each item offered shall be subject to a product evaluation process conducted by a representative group within the District. The decision of the District shall be final.
- 6.6 Samples shall be submitted directly to:

Conejo Valley Unified School District
Park Oaks Central Kitchen
1335 Calle Bouganvilla
Thousand Oaks, California 91360
Attention: Virginia Beck

7.0 INSPECTION OF FACILITIES

- 7.1 As part of the evaluation process, the District reserves the right to inspect the facilities of the Bidder prior to the award of contract. After such inspection, if a representative of the District determines the Bidder may not be capable of providing proper and satisfactory service/product to the District, the Bidder may not be considered for an award.

Additionally, the District reserves the right to inspect the facility during the contract period at any time during normal business hours upon prior notice. Bidder may also be required to show evidence of its ability to furnish standard material from identified manufacturer(s). Should the vendor vacate an approved facility, re-inspections will be required under the same conditions for the new facility.

8.0 SANITATION

- 8.1 All products will be produced and handled in accordance with the best sanitary practices.

- 8.2 Employees, equipment and manufacturing plant shall meet state and county health department requirements to assure clean, sound and sanitary products.
- 8.3 All products must conform to the provisions set forth in Federal, State, County and City laws for protection, handling, processing and labeling.
- 8.4 Plant manufacturing must meet State and County Health requirements.
- 8.5 **Attach copies of current health, safety, and/or sanitation certificates/licenses that your company maintains. A copy of current Health Department Permit is required.**

9.0 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- 9.1 As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal department or agency.
- 9.2 Submission of a signed Bid in response to this solicitation is certification that Bidder's firm (or any Contractor/Subcontractor) 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 CVUSD will be notified of any change in this status.

10.0 CONTRACT AWARD GUIDELINES

- 10.1 The CVUSD reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve the CVUSD's best interest. Bids identified on the basis of "all or nothing" will be excluded from this provision.
- 10.2 Bids will be evaluated on the following factors: price, competency, quality, creditability, discounts offered, and compliance with all aspects of the specifications and Bid.
- 10.3 The District will be the sole judge of merit and not necessarily accept the lowest price offered as service and quality of items will be considered in making a decision. The District reserves the right, in its absolute discretion, to accept Bids, or any part of any Bid, and to make an award of contract(s) in the best interest of the District.

- 10.4 The District reserves the right to award all or part of this Bid to one or more vendors. "All or Nothing" proposals should be so stated on Proposal Form.
- 10.5 In the event of a tie, after a thorough evaluation of all factors, low Bid shall be determined by extending prices out to the third decimal point. If a tie still exists, low Bid shall be determined by drawing of lots and witnessed by a panel of three (3) impartial observers.
- 10.6 The terms and conditions contained in this invitation for Bids, Bid Form, and Instructions to Bidders, General Conditions, Specifications and Agreement herein may be amended or modified only with the prior written approval of the District. Any addenda or bulletins issued up until the time set for opening of Bids shall form a part of the documents and specifications issued to Vendors for the preparation of their Bids and shall constitute a part of the contract documents.
- 10.7 The CVUSD reserves the right to reject any or all Bids and to waive any minor informalities or irregularities in Bids if it is in the District's best interest.
- 10.8 The CVUSD reserves the right to hold Bids for a period of ninety (90) days from date of opening before awarding or rejecting said Bids.
- 10.9 A CVUSD official Purchase Order and/or formal contract issued to the successful Bidder shall be considered sufficient notification of the award of Bid.
- 10.10 Should there be a formal contract issued specific to this Bid in addition to the terms and conditions outlined herein (General and Special), Bidder agrees that it shall be governed by and construed in accordance with the laws of California. No action involving this contract agreement may be brought except in the district and federal courts located in Ventura County, California, USA.
- 10.11 Any unsuccessful Bidder may appeal a pending Recommendation of Award.
- 10.12 Appellant must submit a written protest to the Director of Child Nutrition no later than six (6) calendar days after the date of the Recommendation of Award. The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of the were violated.
- 10.13 CVUSD is not liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by Appellant in a Bid process.

11.0 EVIDENCE OF RESPONSIBILITY

- 11.1 Upon the request of the District, a Bidder shall submit promptly to the District satisfactory evidence showing the Bidder's financial resources, the Bidder's

experience in the type of work being required by the District, the Bidder's organization available for the performance of the contract and any other required evidence of the Bidder's qualifications, competency, and responsibility to perform the proposed contract.

11.2 The District may consider such evidence before making its decision awarding the proposed contract.

11.3 Failure to submit evidence of a Bidder's responsibility to perform the proposed contract may result in rejection of the bid. The District reserves the right to reject the Bid of any Vendor who has previously failed to perform properly or to complete on time contracts of a nature similar to this project.

12.0 ORDERING CONDITIONS

12.1 The Contractor shall be required to provide to District access to and use of an online ordering system. The online system shall allow placement of orders one week prior to the delivery date.

12.2 The online ordering system shall clearly indicate if any items being ordered will be placed on backorder or cancelled due to lack of available stock from the Contractor. Any item requiring a lead-time beyond the one-week ordering parameters will be indicated on the Bid Sheet.

12.3 There will be no minimum order requirements for deliveries.

13.0 PRE-AWARD CONFERENCE

13.1 The apparent low responsive and responsible Bidder may be required to attend a pre-award conference with District representatives, within five (5) calendar days of District request.

13.2 The purpose of the pre-award conference will be to discuss and evaluate the Bidder's experience in the performance of a contract of similar scope, to discuss the invoicing and credit requirements, and to assure District representatives that the Bidder possesses an understanding of the scope of the contract, including the service, insurance and delivery requirements of the District.

13.3 The decision of the District's representatives as to the ability of the Bidder to successfully service this contract in accordance with the requirements shall be final.

14.0 TERMINATION OF CONTRACT

14.1 This contract may be terminated in whole or in part by CVUSD for its convenience, but only after Bidder is given:

- Not less than thirty (30) calendar days' written notice of intent to terminate.
- An opportunity for consultation with the CVUSD's Director of Child Nutrition prior to termination.

15.0 AMERICANS WITH DISABILITIES

15.1 CVUSD acknowledges its responsibilities under the Americans with Disabilities Act (ADA) of 1990. CVUSD expects all Bidders to be knowledgeable about and comply with the requirements of the ADA.

16.0 NON-ENDORSEMENT

16.1 As a result of the selection of Bidder to supply services, CVUSD is neither endorsing nor suggesting that Bidder's service is the best or only solution. Bidder agrees to make no reference to CVUSD in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of CVUSD.

17.0 VESTED INTEREST

17.1 Bidder chosen cannot receive any benefits (directly or indirectly) or be party to other agreements that may emanate from recommendations, contracting actions, and or activities related to this effort.

17.2 The only benefit Bidder may derive from this project is payment for the identified products, work or optional tasks contained herein, including identified deliverables in Bidder's initial Bid response and subsequent written additions to the agreement authorized by CVUSD.

18.0 PURCHASES OUT OF CONTRACT

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

19.0 NON-TRANSFERABLE RESPONSIBILITIES

19.1 No assumption or takeover of any of Contractor's duties, responsibilities, or obligations or performance of same, by any entity other than Contractor whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, may occur without District's express prior written approval.

19.2 If any assumption, takeover, or unauthorized performance does occur without such prior written approval, this Contract will be terminated for failure of its essential purpose. Such act is therefore a material breach of this Agreement, upon which District may pursue any lawful remedy.

20.0 MANAGEMENT OF COMMODITY PRODUCTS

20.1 The Contractor will maintain records of USDA Foods (Commodities) by tracking, coordinating, and delivering processed commodity items ordered by the school districts, through the USDA Food Commodity Program in accordance with all USDA regulations.

SPECIAL TERMS AND CONDITIONS OF BID

1.0 SCOPE OF WORK

1.1 CVUSD is soliciting Bids for Milk and Dairy Products Products to be used District-wide in all schools and at the District's central kitchen.

2.0 BASIS OF AWARD

2.1 The District intends to award this Bid by category, but reserves the right to award the entire bid to one vendor if deemed to be in the District's best interest. There are two separate categories to be awarded: Milk and Dairy Products Products.

3.0 EVALUATION AND SELECTION PROCESS

3.1 Selection of a qualified and responsible Bidder will be based on the quality and completeness of submitted Bid, understanding of objectives, experience and expertise with public agencies and similar types of efforts, current and past performance as evidenced by current/former districts, and references. Additional questions may be asked of the Bidder and interviews may be conducted.

4.0 EVALUATION CRITERIA

4.1 To be deemed responsive and qualify for evaluation, a Bid must be submitted timely and materially satisfy all mandatory requirements identified in this bid solicitation. Nonresponsive Bidders will not be evaluated. Bidders will be evaluated by the criteria shown below.

CRITERIA	POINTS
Pricing	50
Vendor's Ability to Provide Requested Products	25
Completeness of Response	10
Vendor's Reputation and References	15
TOTAL POINTS	100

5.0 FINAL DETERMINATION AND AWARD

5.1 The District reserves the right to contract with any entity responding to this Bid, to reject any Bid as non-responsive, and not to contract with any Bidder for the services described herein. The District makes no representation that participation in the Bid process will lead to an award of contract, or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any Bid in response to this Bid solicitation.

- 5.2 The District shall not be obligated to accept the lowest priced Bid. Award will be based on the Bidder whose Bid has been determined to be responsive and responsible, meeting the specified qualification criteria herein. The District, however, reserves the right to reject anyone or all Bids, to waive any informality in the Bids or in the bidding, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever Bid is deemed to be the lowest responsible bid meeting all the criteria specified in the Bid.
- 5.3 The District further reserves the right to award to one or more Bidders as determined to be in the best interest of the District.

6.0 CONTRACT TERM AND RENEWAL

- 6.1 It is the intent of CVUSD to award a Contract for the initial term of one (1) year beginning July 1, 2022 and ending June 30, 2023 with two (2) optional one (1) year renewals, at the same or lower cost per unit. The Contract will not renew automatically.

7.0 DELIVERY

- 7.1 Products delivered during the period covered by this request for Bid shall be of the quality or grade specified or better, unless prior approval has been received to deliver alternate products of lesser quality or grade from the Director of Child Nutrition. No product will be represented as being in conformance with the specification when such is not the case.
- 7.2 If the Bidder is unable to provide the items on the date specified for delivery, it is the Bidder's responsibility to notify the District immediately by emailing the ordering school or kitchen. Continual delays in delivery may be taken into account on future quotes, and used as a basis for rejection.
- 7.3 Deliveries will be made on Monday through Friday of each week to each specified school kitchen within the Conejo Valley Unified School District and to the Central Kitchen in the amount requested by each site. Due to school holidays, vacations, and student participation in the meal program, some adjustments will be made to the delivery schedule during the year.
- 7.4 Deliveries shall be made only during the hours specified on the Delivery and Site Availability Information included in this Bid Packet. Deliveries made outside of the specified hours may be rejected and delivered the following day during the specified hours.

- 7.5 The Contractor's delivery driver shall check in with the Cafeteria Manager or Park Oaks Central Kitchen Supervisor, or designated representative upon arrival at the kitchen site prior to unloading product into the kitchen. District staff members shall not be required to enter Contractor's vehicles to verify any issues related to the delivery.
- 7.6 Deliveries shall be made at least twice each week on specified days.
- 7.7 For emergency orders, the Contractor will be required to make direct deliveries to the various cafeterias or other locations as requested by the District Child Nutrition Department only. There is no minimum order requirement for emergency orders.
- 7.8 Milk and Dairy Products Products must be delivered to all locations at a temperature not to exceed 50 degrees Fahrenheit or 5 degrees Fahrenheit, if frozen.
- 7.9 One copy of the delivery packing slip, priced, dated and extended, signed by the person receiving the shipment shall be left at the time of delivery. The packing slip will bear the relevant District purchase order number.
- 7.10 Failure to deliver within the time specified may be grounds for considering the successful Bidder(s) as nonresponsive. This may be grounds for termination of any existing contract(s) and/or order(s) and rejection of future Bids on the basis that the Bidder(s) is not responsible.
- 7.11 The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. A list of delivery locations and times is included in the Bid packet.

8.0 DAMAGED OR UNACCEPTABLE PRODUCT

- 8.1 The District reserves the right to refuse complete shipment if there is any evidence of damaged or thawed products. Evidence of thawing include and not limited to cases that are not firm, soft or spongy to the touch, water stained, crushed and cases that stick together as a result of freezing. Damaged containers will not be accepted. Credit will be required on damaged or unacceptable products. A legible delivery discrepancy receipt shall be left at the site in the case of return or shortage. Credit shall be issued in a timely manner. Continued shortages or substitutions will be grounds for termination of this agreement.

9.0 PACKAGING

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

10.0 PRODUCT SUBSTITUTION/DISCONTINUED ITEMS

- 10.1 The District will not allow substitutions without prior approval.
- 10.2 In the event Contractor is unable to deliver an item as specified in this contract, notification of shortage must be made orally or by electronic mail at least 24 hours prior to scheduled delivery to the Child Nutrition Department.
- 10.3 An equal or better substitute product must be immediately made available to the District for approval and subsequent distribution to the cafeterias, at no additional charge to the District for product, freight or redelivery to District sites.
- 10.4 Substitutions in quality or quantity must receive prior approval from the Child Nutrition Department in order to qualify for payment.
- 10.5 Contractor shall provide nutritional statements and ingredient listings of any replacement product to the Child Nutrition Department.
- 10.6 If substitution is unavoidable due to market conditions, Contractor must provide equivalent item for District approval at no additional cost to the District for product or freight.
- 10.7 Authorization of a substitute product shall be at the sole discretion of the District.
- 10.8 In the event an item awarded under this contract is discontinued, Contractor is required to notify Child Nutrition Department immediately.

- 10.9 Contract items that are discontinued by their manufacturer during the term of the contract may be substituted with a same or similar tem only if it equals or exceeds the specifications of the original item. Contractor must provide substituted item at no additional cost to the District for product or freight.
- 10.10 Written documentation from the manufacturer of product discontinued shall be submitted to the Child Nutrition Department. The Contractor may not discontinue any items from inventory which are not discontinued by their manufacturer, without providing advance written notification to the Child Nutrition Department and receiving District approval for discontinuation.

11.0 PRICE ADJUSTMENT

- 11.1 The District requests, in accordance with all its Terms and Conditions, the inclusion of a 150-day price hold requirement. No increases shall be allowed earlier than 150 calendar days from the date of contract award inclusive of the 60-calendar day advance written request requirement.
- 11.2 In the event of an increase, the District may allow upon presentation of suitable proof and sixty (60) calendar day advance written notification, an increase over the original Bid price.
- 11.3 In the event that a Supplier experiences a price increase, which would compel them to sell the product(s) at below cost, the Supplier may petition the District for a price increase. Any such request will need to be submitted with suitable proof that demonstrates the need for a price increase.

12.0 ORDERING CONDITIONS

- 12.1 The Contractor shall be required to provide to District access to and use of an online ordering system. The online system shall allow placement of orders one week prior to the delivery date.
- 12.2 The online ordering system shall clearly indicate if any items being ordered will be placed on backorder or cancelled due to lack of available stock from the Contractor. Any item requiring a lead-time beyond the one-week ordering parameters will be indicated on the bid sheet.
- 12.3 There will be no minimum order requirements for deliveries.

13.0 INVOICING AND BILLING

- 13.1 Unless otherwise specified, Contractor shall render invoices in triplicate for materials delivered under the contract to:

Conejo Valley Unified School District
District Operations Center
Child Nutrition Department
750 Mitchell Road
Newbury Park, CA 91320

- 13.2 All invoices shall include the following information:

- Invoice Date
- District purchase order number
- Contractor's name, address and telephone number
- Contractor's invoice number
- Date of delivery
- Delivery address
- Designated line for District signature
- Product description for each item ordered
- Manufacturer's Product Code for each item ordered
- Product quantity for each item ordered
- Unit and extended price for each item ordered
- Any taxes and fees listed separately
- Total price of order/invoice
- Cash discount will be applied to payment for the entire billing period.
- Terms of Net 15 days or more will be considered

14.0 REGULATIONS AND REQUIREMENTS

- 14.1 All products offered in response to this Bid request must be manufactured, packaged and delivered in accordance with the current California Department of Public Health Regulations.
- 14.2 Milk and Dairy Products Products, and containers must meet all other federal, state and local laws, ordinances, and regulations that are applicable to the production, distribution, sale, and consumption food products.
- 14.3 All "code dated products" offered on this Bid must have a minimum of seven (7) days shelf life at the time of delivery.
- 14.4 Federal regulations require that to the maximum extent possible, only domestic products will be purchased for use in the National School Lunch Program and National Breakfast Program. This requirement must be strictly adhered to.

14.5 Only products of U.S. origin will be purchased under this Bid. Products must conform to all provisions of the Pure Food and Drug Administration and all such provisions of the Federal, State, and Local Governments shall apply. Only those products that have been tested and proven to be satisfactory under actual conditions by CVUSD personnel will be accepted. The District reserves the right to consider Bids not in accordance with the specifications to be nonresponsive.

15.0 DAMAGED PRODUCTS

15.1 Any damaged, dirty or unlabeled containers will be rejected and returned at the Supplier's expense.

15.2 Once notified of damaged product, the Supplier has up to two (2) working days to pick up product. If not picked up in that timeframe, the product will be disposed of and a credit will be taken towards the amount owed.

15.3 Repackaged products are not acceptable.

16.0 RESPONSIBILITY FOR SUPPLIES AND MATERIALS

16.1 The Contractor shall be responsible for all items to be provided until they are delivered at the designated delivery point, regardless of the point of inspection.

16.2 After delivery to the District, at the designated point and prior to acceptance by the District, or rejection and giving notice thereof by the District, the District shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the District acting within the scope of their employment.

16.3 The Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the District shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the District acting within the scope of their employment.

17.0 SPECIFICATION VARIANCE

17.1 All materials, supplies, and equipment furnished must be in conformity with the specifications and will be subject to inspection and approval of the District.

17.2 The District reserves the right to reject, at the risk and expense of the Contractor, any item(s) that may be defective or fail to comply with specifications.

17.3 Any rejection shall not invalidate the remainder of the award.

18.0 ASSIGNMENT

18.1 The Contractor shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

19.0 DEFAULT

19.1 If the Contractor refuses, or fails, to perform all or any part of its obligations under the contract or the Bid documents, including failure to perform its obligations in a timely manner; products received are of an inferior quality and not the same as specified or shown at the sampling; or if the Contractor fails or neglects to furnish or deliver any equipment, products, materials or services at the quoted prices, or at the times and places stated; or otherwise fails to comply with the terms of this Bid and contract in its entirety; the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be of the essence of this agreement.

20.0 INDEMNIFICATION AND HOLD HARMLESS

20.1 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.

20.2 The Contractor agrees to hold harmless, defend and to 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, employed directly or indirectly by him upon or in connection with his work, 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 work, whether the said injury or damage occurs upon or

adjacent to the work; 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 payer satisfy the judgement 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 CVUSD and its agents, officers and employees from and against 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.

21.0 COMPREHENSIVE GENERAL LIABILITY INSURANCE

21.1 Successful Bidder shall maintain during the life of this contract a Comprehensive Liability Insurance policy with an insurance carrier with no less than an A-7 rating, unless agreed to by the District. The insurance will serve to protect the successful bidder and the District from all claims arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Successful Bidder will be required to furnish certificates of insurance with endorsement of the policy naming the District as an additionally insured party prior to start of contract.

- A. Limits of Insurance: Comprehensive General Liability insurance will have limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- B. Automobile liability insurance is required for any vehicle on District sites. Limits of automotive liability shall be no less than \$1,000,000 per occurrence.
- C. Insurance certificate must name Conejo Valley Unified School District as additional insured.
- D. An endorsement must be issued by the successful Bidder's insurance carrier amending the Bidder's policy and naming the Conejo Valley Unified School District as an additionally insured party.

22.0 PRODUCT QUALITY CONTROL AND FACILITY SANITATION

- 22.1 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 the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the Contractor in default.
- 22.2 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 are higher.

- 22.3 The Contractor, upon request, shall submit its most recent Health Department Inspection Report.

23.0 ANTI-DISCRIMINATION

- 23.1 The Governing Board of the Conejo Valley Unified School District has adopted an Affirmative Action Program for equal employment opportunities for all school district purchasing contracts. The Contractor shall familiarize himself with these requirements and is to consider them as a binding part of the Contract.

24.0 MERGERS, ACQUISITIONS, OR BUYOUTS

- 24.1 In the event that the awarded Bidder sells the company or merges with another company, current Contract conditions must remain the same as awarded. Contract will not be renegotiated due to a merger, acquisition or buyout.

CONEJO VALLEY UNIFIED SCHOOL DISTRICT
BID #22-03-14-5 MILK AND DAIRY PRODUCTS

BID FORM

Bids Due/Bid Opening April 14, 2022 at 1:00 PM (PST)

Conejo Valley Unified School District
District Operations Center
Child Nutrition Department
750 Mitchel Road
Newbury Park, CA 91320

Respondents:

The undersigned, having carefully examined the Request for Proposals, General Terms and Conditions, for Bid #22-03-14-5 MILK AND DAIRY PRODUCTS hereby proposes to furnish and deliver said supplies in accordance with prices quoted on the attached itemized Product Quotation Sheets.

TERMS: _____ DELIVERY TIME AFTER RECEIPT OF ORDER _____

NOTE: Product Quotation Sheets must each be signed to be valid. Any questions regarding this bid, please contact Virginia Beck (805) 498-4557 Ext. 7531. vbeck@conejousd.org

The undersigned has thoroughly examined any, and all Addenda issued during the bid period, and acknowledges receipt of the following Addenda: (Vendor is to list all addenda).

ADDENDUM NO. _____ Date Received _____

ADDENDUM NO. _____ Date Received _____

I hereby acknowledge and agree to all specifications of the Conejo Valley Unified School District and will insure that our company is responsible for all services as specified.

Name of Firm

Signature

Printed/Typed Name Title

Address

Phone Date

CONEJO VALLEY UNIFIED SCHOOL DISTRICT

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Conejo Valley Unified School District of Ventura County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but no later than April 14, 2022, at 1:00 PM (PST), sealed bids for the award of a contract for:

BID #22-03-14-5

MILK AND DAIRY PRODUCTS

All bids shall be made on a form obtained on the website (www.conejousd.org) of said District. Bids will be received at the Conejo Valley Unified School District, District Operations Center, Child Nutrition Department located at 750 Mitchell Rd., Newbury Park, CA 91320 on or before the time and date stated above. Bids not received in the Child Nutrition Department by the specified date and time will be returned unopened. Public is not invited to the Bid opening.

Each Bid must conform and be responsive to all pertinent Bidding and Contract Documents. Copies are on file and may be obtained from the office of Child Nutrition Services at the above address.

The contract will be awarded to the lowest responsive, responsible Bidder based on the criteria noted in the Bid. The District reserves the right to reject any or all Bids, to accept or reject any one or more items of a Bid or to waive any irregularities or informalities in the Bids or in the Bidding.

No Bidder may withdraw his Bid for a period of 90 (90) days after the date set for the opening of Bids.

Conejo Valley Unified School District
District Operations Center
Virginia Beck
Director Child Nutrition Department
(805) 498-4557, Ext. 7531

Advertising dates: March 17, 2022
 March 24, 2022

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY VENDOR AND SUBMITTED WITH BID

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes

and says that he/she is _____
Title

Of _____
Name of Company

the party making the forgoing Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced, or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Name of Firm: _____

Signature:

Printed Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 2022

Signature of Notary Public: _____

PROMPT PAYMENT DISCOUNT TERMS

Vendors are advised that cash discounts of fifteen (15) days or greater are acceptable and will be applied as part of the award calculation(s). Cash discounts of less than 15 days are not acceptable and will be considered as NET thirty (30) days.

IMPORTANT NOTE:

Prices quoted in this proposal are to be based on F.O.B. Thousand Oaks, Newbury Park and Westlake Village, freight included to delivery locations included in this packet. Only prices F.O.B. Conejo Valley freight included will be accepted. If your quote shows price plus freight it will be rejected as non-responsive to terms and conditions.

PROMPT PAYMENT DISCOUNT OF:

_____ % _____ Days

Vendor must indicate either a zero (0) for no discount, or the offered discount amount. A blank left in the “days” space will negate any percentage discount offered.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the Conejo Valley Unified School District, hereinafter called the District, and _____ hereinafter called the Contractor, for **Bid No. 22-03-14-5, MILK AND DAIRY PRODUCTS**

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **TERM:** The term of this Agreement shall be July 1, 2022 through June 30, 2023.
2. **THE CONTRACT DOCUMENTS:** The complete Contract consists of the following documents: The Notice to Bidders, the information to Bidders, the Accepted Bid, the General Specifications, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.
3. **SERVICES, MATERIALS AND SUPPLIES:** The Contractor agrees to furnish the service or services, the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. It is understood by the Contractor that all items or service will be promptly delivered to the District.
4. **PAYMENTS:** The Contractor shall submit an itemized invoice, in duplicate, of materials and services at the delivery point and at the time the delivery is made. District shall pay Contractor the full amount of each invoice within thirty (30) days of receipt. Contractor shall furnish District with a recap of items upon request.
5. **TERMINATION FOR DEFAULT:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places stated above, the District may, without further notice or demand, cancel and rescind this Contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

6. **TERMINATION OF AGREEMENT WITHOUT CAUSE:** District may terminate this Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods

or services satisfactorily rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the District.

7. **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District may withhold a sufficient amount, or amounts, of any payment otherwise due to the Contractor, as in its judgement may be necessary to cover defective items not remedied, and the District may apply such withheld amount, or amounts, to the payment of such claims, in its discretion.
8. **EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to, or deducted from, the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a. By an acceptable lump sum proposal from the Contractor.
- b. By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

9. **TIME OF COMPLETION:** The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and bond (if required). The Contractor is obligated to satisfactorily perform the Contract within the period specified in the Contract documents.
10. **SAVE HARMLESS CLAUSE:** The Contractor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this Contract.
11. **THE DISTRICT'S INSPECTOR:** 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 Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item 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.
12. **REMOVAL OF REJECTED ITEMS:** 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 satisfactory items.

13. ASSIGNMENT OF CONTRACT: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

14. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE OR AN AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District.

15. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him/her from claims under worker's compensatory acts, and from claims for damages for personal injury including death, and damage to property that may arise from operations under the Contract in amounts specified in the Specifications. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor.

The Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

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

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

COMPANY NAME

Conejo Valley Unified School District

Signature of Provider

Virginia Beck
Director, Child Nutrition Program

Printed Name

Date

Date

**CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE**

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

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

- a. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organizations' 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 organizations' policy of maintaining a drug-free workplace;
 - 3. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - 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 or Grant be given a copy of the statement required by subdivision (a) and that as a condition of employment on the Contract or Grant, the employee agrees to abide by the terms of the statement.

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

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

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

Contractor

DATE SIGNATURE

CONTRACTOR’S CERTIFICATE REGARDING WORKERS COMPENSATION

BID NO. 22-03-14-5

MILK AND DAIRY PRODUCTS

TO: The Board of Education of the Conejo Valley Unified School District:

I certify that I am aware of the provisions of Section 3700 et. seq. of the Labor Code of the State of California which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencement and throughout the performance of the work of this Contract.

Signature of Contractor

By: _____
Printed Name

Business Address

BUY AMERICAN CERTIFICATION

By the requirements of the Richard B. Russell National School Lunch Act’s (NSLA) Buy American provision that school food authorities (SFAs) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n), requiring SFAs to purchase domestically grown and processed foods to the maximum extent practicable.

Section 12(n) of the SNLA defines “domestic commodity or product” as one that is produced and processed in the United States substantially (greater than 51%) using agricultural commodities that are produced in the United States.

There are two situations that may warrant a waiver to permit purchases of foreign food products including: 1) the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. product to be significantly higher than the foreign product.

If Vendor offers a non-American product, Vendor must list the product below. Product is subject to review by District. If District declines a waiver, product will be awarded to lowest priced item meeting award criteria. District’s decision on approval of a foreign substitution will be final.

Product Description	Country of Origin	Domestic Price	Non-American Price	Reason for Waiver

Attach additional sheets, if necessary

Name of Contractor Date

Signature of Authorized Official

Title

BIDDERS CHECKLIST

BID NO. 22-03-14-5

MILK AND DAIRY PRODUCTS

The following documents must be included in Bidder's sealed Bid package, and submitted no later than 1:00 PM (PST), April 14, 2022, to the Child Nutrition Department, District Operations Center, 750 Mitchell Road, Newbury Park, California 91320

- _____ 1. Bidder's Checklist
- _____ 2. Bid Form acknowledging all Addenda
- _____ 3. Product Quotation Sheets
- _____ 4. Non-Collusion Affidavit (Notarized)
- _____ 5. Prompt Payment Discount
- _____ 6. Agreement (2 signed copies)

- _____ 7. Contractor's Certificate Regarding Drug-Free Workplace
- _____ 8. Contractor's Certificate Regarding Workers Compensation
- _____ 9. Buy American Certification

- _____ 10. Nutrition Information (hard copy and/or electronic format as specified in the General Terms And Conditions of Bid 5.0 Nutritional Information)

MILK AND DAIRY PRODUCTS

ITEM	ESTIMATED USAGE	UNIT	DESCRIPTION	MANUFACTURER	COST	EXTENDED
LOT 1 DAIRY PRODUCTS						
1	30	5 lb.	Sour Cream			
2	500	Case (48)	Yogurt, Strawberry Banana, 4 oz.			
3	1000	Case (48)	Yogurt, Strawberry, 4 oz.			
4	10	Case (6/4#)	Yogurt, Plain, Quart			
5	100	Case (6/4#)	Parfait Pro, Vanilla			
6	100	32 oz.	Yogurt, Lowfat, Vanilla			
7	5	1#	Butter			
8	5	Case (30 #)	Butter, Solid			
9	350	5#	Cheese, American Processed, Sliced			
10	1500	Case (1 oz. cup)	Cheese, Cream, Lite			
11	25	5#	Cheese, Parmesan Shredded			
12	500	Case (96/1 oz.)	Cheese, Mozzarella String			
13	50	6#	Cheese, Mozzarella Block			
14	10	15 oz. Can	Whipped Cream, Spray			
15	20	Gallon	Mayonnaise			
16	10	3 Gallon	Ice Cream, Vanilla			
17	100	Case (48)	Frozen 100% Juice Bar, Orange, 4.4 oz.			
18	1000	Case (48)	Frozen 100% Juice Bar, Strawberry, 4.4 oz.			
19	300	Case (48)	Frozen 100% Juice Bar, Cherry, 4.4 oz.			
20	400	Case (48)	Frozen 100% Juice Bar, Tropical Blend, 4.4 oz.			
21	100	Case (96)	Jonny Pop, Strawberry Banana, 1.55 oz.			
22	100	Case (96)	Jonny Pop, Berry, 1.55 oz.			
23	200	Case (24)	Ice Cream Sandwich, 3.5 oz.			
24	50	Case (24)	Cherry Cyclone Ice Cream Bar, 3.75 oz.			
25	100	Case (24)	Chocolate Shortcake Ice Cream Bar, 3 oz.			
26	200	Case (24)	Crumbled Cookie Cone, 3 oz.			
27	50	Case (24)	Frozen Fruit Punch Ice Cream Bar, 2.5 oz.			
28	50	Case (24)	Fudge Frenzy Ice Cream Bar, 2.5 oz.			
29	100	Case (24)	Lowfat Chocolate Ice Cream Cup, 3 oz.			
30	100	Case (24)	Lowfat Vanilla Ice Cream Cup, 3 oz.			

MILK AND DAIRY PRODUCTS

31	50	Case (24)	Orange Cream Bar, 2.5 oz.			
32	50	Case (24)	Polar Pole Rainbow, 2.75 oz.			
33	50	Case (24)	Savagely Sour Cherry Ice Cream Bar, 2.5 oz.			
34	50	Case (24)	Vanilla and Chocolate Swirl Cone, 3 oz.			
LOT 2 MILK						
35	5	Gallon	Milk, Whole			
36	5	Gallon	Milk, 2%			
37	150	Gallon	Milk, 1%			
38	10	Gallon	Milk, Nonfat			
39	25,000	Case (35)	Milk, Nonfat, 8 oz.			
40	500,000	Case (35)	Milk, 1%, 8 oz.			
41	700,000	Case (35)	Milk, Nonfat, Chocolate, 8 oz.			
42	20	Case (24)	Milk, Soy, 8 oz.			
43	50	.5 Gallon	Milk, Buttermilk			
LOT 3 JUICE						
44	15,000	Case (60)	Juice, Orange, 4 oz.			
45	35,000	Case (60)	Juice, Apple, 4 oz.			
46	15,000	Case (60)	Juice, Punch, 4 oz.			
BALANCE OF LINE						
47						
48						
49						
50						

CONEJO VALLEY UNIFIED SCHOOL DISTRICT

DELIVERY LOCATIONS AND HOURS FOR DELIVERY

**Colina Middle School
1500 East Hillcrest Drive
Thousand Oaks, CA 91360
805-495-0902
Lorraine Reister**

Receiving Hours: 7:30 AM – 12:30 PM

colinacafe@conejousd.org

**Los Cerritos Middle School
2100 Avenida de las Flores
Thousand Oaks, CA 91360
805-496-2715
Susie Bronte**

Receiving Hours: 7:30 AM – 12:30 PM

lcrcafe@conejousd.org

**Newbury Park High School
456 Reino Road
Newbury Park, CA 91320
805-498-3676
Lucir Schlickmann**

Receiving Hours: 6:30 AM – 12:30 PM

nphscafe@conejousd.org

**Park Oaks – Central Kitchen
1335 Calle Bouganvilla
Thousand Oaks, CA 91360
805-492-4015
Troy Pulliam**

Receiving Hours: 6:00 AM – 1:30 PM

parkoakscafe@conejousd.org

**Redwood Middle School
233 Gainsborough
Thousand Oaks, CA 91360
805-495-5289
Jennie Costello**

Receiving Hours: 7:30 AM – 12:00 PM

redwoodcafe@conejousd.org

**Sequoia Middle School
2855 Borchard Road
Newbury Park, CA 91320
805-498-5529
Sue Bunnell**

Receiving Hours: 7:30 AM – 12:00 PM

sequoiacafe@conejousd.org

**Sycamore Middle School
4601 Via Rio
Newbury Park, CA 91320
805-498-9156
Dana Stark**

Receiving Hours: 7:30 AM – 11:30 PM

syccafe@conejousd.org

Thousand Oaks High School
2323 Moorpark
Thousand Oaks, CA 91360
805-497-6417
Sharon Nursall

Receiving Hours: 6:30 AM – 12:30 PM

tohsafe@conejousd.org

Westlake High School
100 North Lakeview Canyon Road
Westlake Village 91361
805-495-3384
TBD

Receiving Hours: 6:30 AM – 12:30 PM

whsafe@conejousd.org