



GROSSMONT UNION HIGH SCHOOL DISTRICT

**BREAD & BAKERY ITEMS
FOR ALL DISTRICT CAFETERIAS
BID NO. GU-10.01.BAKE**

BID AND CONTRACT DOCUMENTS

05/22/09

Purchasing Department
1100 Murray Drive
El Cajon, CA 92020
619-644-8045 – 619-460-0963 (Fax)

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Grossmont Union High School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but not later than **2:00 o'clock p.m.** of the **May 13, 2009**, sealed bids for the award of a contract for **Bread & Bakery Items for all District Cafeterias, GU-10.01R.BAKE**

Each bid shall be submitted on a form obtained at the Purchasing Department of said District. **Bids may be mailed via U.S. mail to:** 1100 Murray Drive, El Cajon, CA. 92020-5664 **or delivered Fed Ex, UPS, or other courier to the above address.** Bids will not be read at the time of opening; however, a bid abstract will be made available within 72 hours after bid opening.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the Specifications, and all other documents comprising the pertinent Contract Documents. Copies of the Contract Documents are now on file and may be obtained in the office of the Director of Purchasing at the above address.

The contract will be awarded to the lowest responsive, responsible bidder meeting specifications. The Grossmont Union High School 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 sixty (60) days after the date set for the opening of bids.

In the event of identical bids, the Governing Board may determine by lot which bid shall be accepted per Public Contract Code 20117.

Dated this 22nd day of May, 2009

Clerk of the Governing Board
Grossmont Union High School District

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INFORMATION TO BIDDERS

1. **Preparation of Bid Form** The District invites bids on the attached form to be submitted by qualified contractors to the District at such time and place as is stated in the Notice to Bidders Calling for Bids, not later than **May 13, 2009 at 2:00pm**. Bids shall be received in the Purchasing Department of the Grossmont Union High School District's, 1100 Murray Drive, El Cajon, CA, 92020. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, the bid number, and the bid name. It is the sole responsibility of the bidder to see that his bid is received in proper time. All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. **Securing Documents:** Specifications, and other contract document forms will be available without charge, and may be secured by prospective bidders at the office of: the Director of Purchasing, Grossmont Union High School District, 1100 Murray Drive, El Cajon, CA 92020 or online at <http://www.guhsd.net/depts/purchasing/>
3. **Submission:** Bids to receive consideration shall be made in accordance with the following instructions:
 - a. Bids shall be made upon the form therefore obtained at the office of the Director of Purchasing properly executed. Bids shall be legibly written in ink or typed before submission. Bids are to be verified as they cannot be corrected after bids are opened. The signature of all persons signing shall be in longhand. The completed form shall be without interlineation, alterations, or erasures. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.
 - b. Before submitting a bid, bidders shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall insure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.
 - c. All bids must be under sealed cover. District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.
 - d. The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.
 - e. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid.
4. **Bid Security:** None required.
5. **Brand Names:** The use of the name of a manufacturer, or any special brand or make, in describing any item in the Contract Documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will always be given due consideration.

The make or brand and grade of the article on which bid is submitted should be stated in the bid form. When the make or brand and grade of the article is not stated, it will be understood to be the specific article named by the District.

6. **Sales Tax:** No bid shall include California sales or use tax, or Federal excise tax.
7. **Delivery:** All bids on items shall be F.O.B. Destination to school sites. No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices bid.
8. **Samples:** When requested bidders shall submit properly marked samples of each such article, on which bid is made. Each sample submitted must be marked in such manner that the marking is fixed, so that identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, (3) item number. Bid and samples must not be sent in the same package. Samples must be furnished free of expense to the District and if not destroyed by tests, will, upon request, be returned at bidder expense. All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the vendor. **Because time is of the essence, samples must be received within 3 days of request.**
9. **Addenda or Bulletins:** Any addenda or bulletins issued by the District during the time of bidding or forming a part of the documents loaned to the bidder for the preparation of this bid shall be covered in the bid and shall be made a part of the contract.
10. **Withdrawal of Bids:** Any bidder may withdraw his bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids. No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.
11. **Opening of Bids:** Bids will be opened at the time and place scheduled in the NOTICE TO BIDDERS.
12. **Award or Rejection of Bids:** The District reserves the right to reject any or all bids, to accept or to reject any one or more items of a bid, or to waive any irregularities or informalities in the bids or in the bidding. The contract will be awarded to the lowest responsive and responsible bidder(s). Bids will be evaluated on the following factors: price, competency, quality, creditability, discounts offered, and compliance with all aspects of the specifications. 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.
13. **Equal Bids:** When bids are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.
14. **Interpretation of Documents:** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the contract documents or finds discrepancies, in or omissions from, the Specifications, they may submit to the Director of Purchasing of the District a written request for an interpretation or correction hereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or addendum duly issued by said Director of Purchasing and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The District will not be responsible for any other explanation or interpretation of the proposed documents.
15. **Bidders Interested in More Than One Bid and Bidders Not Qualified to Bid:** No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal. **No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be non-responsive.**

16. **Liquidated Damages:** The District shall hold the successful bidder liable and responsible for all damages which may be sustained because of his failure to comply with any conditions herein. If the successful bidder fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful bidder. Costs accrued by the District for a purchase resulting from a failure to perform, shall be invoiced to the successful bidder or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. In addition, a charge of \$50.00 will be assessed to cover administrative costs for processing of third party orders resulting from non-performance.
17. **Demonstrations:** If the District considers a need, bidder shall be required to arrange demonstrations of item or services bid. Failure to be able to provide such working demonstration may disqualify the bidder's bid submittal. Unless otherwise required by the District, bidders shall be required to provide the requested demonstrations at the district's facility. All demonstrations shall be provided free of charge to the district. Bidders may be required to reimburse the District for travel to demonstrations not held at District's facility.
18. **District Inspection:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the bidder from any obligation to fulfill this contract. Defective items shall be made good by the bidder, 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 bidder shall immediately remedy such defect in a manner satisfactory to the District.
19. **Equal Employment Opportunity:** In connection with the execution of this contract, bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The bidder shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. Bidder must sign the AFFIRMATIVE ACTION POLICY which must be attached and become a part of the bid.
20. **Hold-Harmless Clause:** Bidder shall indemnify and hold Grossmont Union High School District, its officers, agents, and employees harmless from and against any and all loss, liability and expense (including Attorney's fees) of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent of any copyrighted or uncopyrighted composition, secret process, trademark, patented or unpatented invention, article or appliance furnished or used under this quotation.
21. **Comprehensive General Liability Insurance:** 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 for personal injury, including accidental death, as well as from all claims of property damage 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.
 1. Limits of Insurance: Comprehensive General Liability insurance will have limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

2. 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.
 3. Insurance certificate must name Grossmont Union High School District as additional insured.
 4. An endorsement must be issued by the successful bidder's insurance carrier amending the bidder's policy and naming the Grossmont Union High School District as an additionally insured party. The endorsement must be on ISO Form CG 20 1185 or equivalent.
- 22. Agreement:** The form of agreement, which the successful bidder, as contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement will be executed in two (2) original counterparts. The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, the Accepted Bid, the Specifications, and the Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and installation of all items called for in the Contract. [The original term of this agreement will be for twelve months starting July 1, 2009 through June 30, 2010.](#)
- 23. Contract Renewals:** If mutually agreeable, the District reserves the right to renew the contract for two (2) additional years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the vendor, in writing, thirty (30) days prior to the expiration of the contract.
- 24. Assignment of Contract:** The successful bidder shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this bid form, which he may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of District Governing Board. Notice is hereby given that the District will not honor any assignment made by the Contractor unless the consent in writing, as indicated above, has been given.
- 25. Tobacco-Free District:** The Grossmont Union High School District has been designated as a tobacco-free District. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles.
- 26. IRS Requirements:** The District shall view the legal position of the bidder as an "independent contractor" and that all persons employed to furnish services are employees of the bidder and not of the District.
- a) The District shall not be liable for any of the contractor's acts or omissions performed under the contract to which the bidder is party.
 - b) The bidder will complete IRS form W-9 providing tax payer identification number and also indicate whether bidder is a corporation, sole-proprietor, partnership, individual, etc. This form must be on file with the District within sixty (60) days from the date of the contract start date.

CONDITIONS

1. **Award and Administration:** This contract is being awarded by the Grossmont Union High School District and will be administered by the Director of Purchasing and/or Director of Food Services.
2. **Ordering:** Orders are to be fulfilled as scheduled. Any additional supplies will be ordered on an as needed basis.
3. **Quantities:** Any quantities given or implied are estimates only and based on prior year's consumption or estimates from the District Director of Food Services. The District reserves the right to purchase reasonably more or less than the quantities stated. Availability of commodities may directly affect the amount of some items purchased. The District will order in quantities best suited to their needs and storage facilities within limits of conditions of the vendor.
4. **Increases:** The Contractor shall provide products as ordered by the District to be delivered to the location(s) indicated in the Bid Specifications. No additional cost for fuel charges, or freight are to be attached to the invoice. Contractor will hold all pricing for a one-year period. At the end of the year, Contractor will contact the Director of Food Services to negotiate any price increase/decrease in line item pricing. Contractor will have to provide supporting documentation for any request for a price increase. Any negotiated price increase at year-end will be firm for the next year period and shall not exceed 5% in any given year.
5. **Terms:** All terms set forth in the bid shall apply to all districts using this contract. Terms shall include but not be limited to price, delivery, applicable discounts, service, and packaging.
6. **Evaluation Criteria:** This bid will be evaluated on the following factors: Price, competency, credibility, compliance with all aspects of the specifications, exceptions that may be noted, and any other factors that may arise during the review process after bid opening.
7. **Stock Availability:** Vendors will stock items proposed with the guarantee to buyer that there will be no stock-outs. Vendors must contact the district within twenty-four (24) hours of a stock-out beyond their control.
8. **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 above stated, 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.

9. **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 bid 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.

BID SPECIFICATIONS

Bid Requirements:

1. **PRICES:** Quote each item separately, prices quoted must be net. Prices must be quoted either FOB DESTINATION Processor, FOB DESTINATION Grossmont Union High School District Warehouse, 9600 Milden Street, La Mesa, CA 91942 or **FOB DESTINATION individual school sites as indicated in the bid**. Bidder must indicate brand name, unit price and extension for each item. Bidder must indicate quantity breaks and price reductions, if any, for items which are drop shipped directly from the manufacturers. **Prices quoted will be for the term of the contract year.**

2. **SAMPLES AND TESTING:** Bidders may be asked to provide samples of some or all of the items bid. Samples must be available both before and after the award of the contract. Samples must be plainly marked with name of bidder and bid number and submitted to the Grossmont Union High School District, Purchasing Department, attention Guiselle Carreon, 1100 Murray Drive, El Cajon, CA. **Samples must be furnished free of charge to the District.**

3. **QUANTITIES:** Quantities represent APPROXIMATE usage. All products bid require a product information sheet.

4. **DELIVERY:** All deliveries to the specified destination (see list in Bid Forms) are to be FOB DESTINATION only. **All deliveries will be made between the hours of 7:00 a.m. and 11:00 a.m..** The bidder must guarantee delivery of complete shipments within ten (10) days after receipt of order. Failure to complete orders within this time frame may result in termination of the contract. The District reserves the right to reject any and all materials furnished which, in its opinion, do not meet the requirements of the specifications and/or approved samples submitted by the bidder. All such rejected items must be removed promptly from the premises by the vendor at the expense of the vendor. Within five (5) working days of award of the bid, successful bidder (s) must submit to the Grossmont Union High School District Food Service Department, a written delivery schedule. Schedule must specify whether or not orders may be phoned in, with written confirmation to follow. Schedule must state delivery lead time; delivery must be guaranteed no later than ten (10) days from receipt of order. The District will not accept back orders on any food service items. Any items not received on schedule will be considered cancelled and are not to be invoiced.

5. **CALIFORNIA-MADE MATERIAL:** In awarding bids, the Grossmont Union High School District shall comply with the provisions of Sections 4330 to 4334 of the Government Code of the State of California.

6. **SCHOOL LUNCH PATTERN:** Bidders proposing foods intended to meet the meat/meat alternate and/or bread requirements of the School Lunch pattern, e.g. precooked meat items, must supply on company letterhead, a product information sheet for each product bid and must include:
Weight in pounds and ounces for each meat/meat alternate source and/or bread source contained in each unit toward the 2 ounce requirements as specified in the current USDS Food Buying Guide Publication.

- a. Weight in pounds and ounces for each meat/meat alternate source and/or bread source contained in each unit toward the 2 ounce requirements as specified in current USDS Food Buying guide Publication.
- b. Weight for meat, fish, poultry, which must be designated as raw or cooked.
- c. A statement that only the meat/meat alternates specified in the School Lunch pattern are included.

7. **NUTRITIONAL INFORMATION:** Detailed and accurate nutritional information is necessary for some food to be used by the District. The successful bidder, therefore, will be required to furnish nutritional information on processed or manufactured food items. This information as a minimum will be required for the following nutrients:

Calories	100 grams
Protein, grams	100 grams
Vitamin C, mg	100 grams
Iron, mg	100 grams
Vitamin A, I.U.	100 grams
Cholesterol	100 grams
Calcium	100 grams
Saturated Fat	100 grams
Trans Fat	100 grams
Sodium	100 grams
Sugar	100 grams

- d. Nutrients may be specified in a weight other than 100 grams provided that the weight used is precise.

8. **AGE AND CONDITION OF ITEMS:** Stock shall be fresh, not frozen at any time before delivery and sound, prepared in properly equipped plants under modern sanitary conditions in accordance with the best commercial practice, and free from decay, discoloration or foreign matter. Containers must be sound, clean, sturdy and sealed. Opened or damaged packages will not be accepted. Packages must have uniform identifying labels placed on two sides of the container. Brand, item code, and count must be clearly identified on master cases and boxes within master cases. All products must have a visible freshness date/code.

9. **INVOICING:** A two-part itemized bill of lading must be furnished to each delivery site in duplicate at the time of each delivery to that site. The bill of lading must state the purchase order number, release number (if any), date, vendor name, merchandise, and quantity delivered. Any over/shortages must be specifically noted. Vendor shall invoice monthly. A separate invoice must be prepared for each site to which deliveries were made within the invoice period. Invoices shall be prepared and mailed as soon as possible after the last delivery day of each month and must include last delivery day's business. All invoices must be received by Grossmont Union High School District Food Service Department no later than the 10th day of the month following the month to which invoices refer. In addition, vendor must supply a recap by item of all items sold to the District within the invoice period. Vendor must submit all credit invoices within 10 days of delivery. Failure to comply will result in the District short-paying invoices. Invoices and recaps shall be mailed to:

Grossmont Union High School District
Food Services Department
P.O. Box 1043
La Mesa, CA 91944-1043

10. **BID AWARD: THE BID WILL BE AWARDED BY LINE ITEM TO THE LOWEST OVERALL BIDDER MEETING DISTRICT SPECIFICATIONS.**

The District will require the successful bidder to provide information regarding the nutritional value of some or all of the products offered by the bidder.

11. **QUALITY AND ASSURANCE:** When applicable, bidder shall submit shelf life of products; it is **mandatory** that all product be coded product. Bidder agrees to remove products unsold beyond the coded date for credit to the District and agrees to remove excess unsold product for credit to the District at other periods of school schedules, (e.g., end of semester, Christmas vacation, etc.).

12. **AVAILABILITY OF ITEMS:** Bidders shall submit an itemized list of items available with itemized pricing.

13. **CONTRACT DOCUMENTS:** This bid consists of the following contract documents all of which are component parts of the bid as if herein set out in full or attached hereto:

Notice To Bidders
Information and Conditions
Bid Requirements
Bid Form, w/specifications
Addendums, if any

All of the above documents are intended to be complementary. Obligation required by one of the above named contract documents and not by the others shall be done as if required by all.

Bid Form

These items will be awarded as a line item to the lowest bidder meeting District specifications for a minimum of five line items. If less than five items are awarded, line item will be awarded to the next lowest bidder with five items awarded. Bidders must submit samples if bidding on brand other than as specified.

Item No.	Description	QTY	UNIT PRICE	EXTENDED PRICE	BRAND BID	PKG. COUNT/WEIGHT	NUTRIT. VALUE
1.	Bread, sandwich, wheat, square slice, whole grain wheat, tender crust, 1.5# load. Galasso's #2106 or equal.	100 loaves					
2.	Buns, weiner, 6" long, blunt ends, good rich color, sliced with hinge, 12 count per package. Galasso's #1286 or equal.	800 dozen					
3.	Buns, round, 4", good rich color, sliced, 12 count per package. Galasso's #1236 or equal.	30,000 dozen					
4.	Buns, round, 4", sesame seed topping, good rich color, sliced, 12 count per package. Galasso's #1231 or equal.	1,000 dozen					
5.	Rolls, steak roll, 6" long, blunt ends, soft crust, sliced, 12 count per package. Galasso's #202 or equal.	1,100 dozen					
6.	Rolls, dinner, rich color, wheat, soft crust, 1.5 ounces each, 12 count per package. Galasso's #2486 or equal.	1,000 dozen					
7.	Rolls, Potato 1.5 oz. Galasso's #4800 or equal	500 Dozen					

Item No.	Description	QTY	UNIT PRICE	EXTENDED PRICE	BRAND BID	PKG. COUNT/WEIGHT	NUTRIT. VALUE
8.	Donuts, assorted, round, approx. 3" diameter.	1650 Dozen					
9.	Donuts, assorted, raised, bar (Long John), frosted or glazed.	200 Dozen					
10.	Bagels, Fresh, assorted, 3 oz. <u>**Samples required**</u>	600 Dozen					
11.	Muffins, RF Chocolate Chip, IW, 3 oz.	600 Dozen					
12.	Cinnamon Roll, Fresh, 3"	1200 Dozen					
13.	Bagels, High End, assorted, 1 doz.	800 Dozen					
14.	Pita Bread, 1 doz.	3000 Dozen					

TOTAL EXTENDED PRICE:	
_____ Dollars	\$ _____

DELIVERY: Deliveries will be made to the following eleven (11) school sites. All deliveries will be FOB DESTINATION. **DELIVERIES MUST BE MADE BETWEEN THE HOURS OF 7:00 A.M. AND 11:00 A.M.**

Grossmont High School

1100 Murray Drive
La Mesa, CA 92041

Helix High School

7323 University Avenue
La Mesa, CA 91941

El Cajon Valley High School

1035 Madison Avenue
El Cajon, CA 92021

Mount Miguel High School

1800 Sweetwater Road
Spring Valley, CA 91977

El Capitan High School

10410 Ashwood Street
Lakeside, CA 92040

Granite Hills High School

1719 Madison Avenue
El Cajon, CA 92021

Monte Vista High School

3230 Sweetwater Springs Blvd.
Spring Valley, CA 91977

Santana High School

9915 N. Magnolia Avenue
Santee, CA 92071

Valhalla High School

1725 Hillsdale Road
El Cajon, CA 92021

West Hills High School

8756 Mast Blvd.
Santee, CA 92071

Steele Canyon High School

12440 Campo Road
Spring Valley, CA 91978

AFFIRMATIVE ACTION POLICY

The Affirmative Action Policy adopted by the Governing Board of the Grossmont Union High School District on April 17, 1990 requires that a copy of the statement below be on file in the Purchasing Department for every person, firm, company or corporation with whom the District does business, regardless of the dollar value of the contract.

"Contractor hereby certifies to the Grossmont Union High School District that I (if individual) or we (if company or corporation) do not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex as outlined in California Government Code Section 12940."

CORPORATE SEAL

Proper name of Individual, Company or Corporation

By _____

Title _____

Address _____

Telephone _____

Date _____

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 200____, by and between the Grossmont Union High School District, San Diego County, California, hereinafter called the District, and _____ hereinafter called the Contractor for the [Bread & Bakery Items for All District Cafeterias Bid No. GU-10.01R.BAKE](#)

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

1. **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.

2. **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. Member districts shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective district. It is understood by the Contractor that all items or service will be promptly delivered to the District.

3. **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.

4. **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 above stated, 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.

5. **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 judgment 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.

6. **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.

7. **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 completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

8. **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.

9. **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.

10. **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.

11. **DELAY DUE TO UNFORESEEN OBSTACLES:** The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

12. **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.

13. **ATTORNEYS' FEES:** If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.

14. **CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR 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 or its member districts.

15. **INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR:** The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which 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 District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

CONTRACTOR:

By _____

Title _____

Date: _____

(Corporate Seal)

DISTRICT:

Grossmont Union High School District

By _____

Scott Patterson

Title Deputy Supt., Business Services

Date: _____

Governing Board Date [June 11, 2009](#)

