

# LA MESA-SPRING VALLEY SCHOOL DISTRICT



## **Formal Bid FB 26/27-001**

For

## **BREAD BID OPENING:**

**PROPOSALS DUE: July 17, 2026 at 2:00 PM**

### **Submit To**

La Mesa-Spring Valley School District  
Purchasing Department - Attn: Jessica Murguia  
4750 Date Avenue, La Mesa, CA 91942

| Event                                                        | Date                                                                      |
|--------------------------------------------------------------|---------------------------------------------------------------------------|
| Advertising Dates                                            | 07/02/2026 and 07/09/2026                                                 |
| Questions Due from Bidders                                   | 07/13/2026 at 4:00 PM <b>IN WRITING</b>                                   |
| Addendum and Responses to Bidders Posted on District Website | 07/14/2026 by 2:00 PM <b>POSTED ON WEBSITE</b>                            |
| Bids Due                                                     | 07/17/2026 by 2:00 PM                                                     |
| Announcement of Recommendation                               | 07/17/2026 by 6:00 PM                                                     |
| Protest Deadline                                             | 07/24/2026 by 4:00 PM                                                     |
| District Board Meeting-Award of Contract                     | 08/04/2026                                                                |
| Term of Contract                                             | 08/05/2026 – 06/30/2027.<br>Option to renew for two (2) one-year periods. |

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# **LA MESA-SPRING VALLEY SCHOOL DISTRICT**

## **NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the La Mesa-Spring Valley 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 p.m. on July 17<sup>th</sup>, 2026, sealed bids for the award of a contract for

### **Bread FB 26/27-001**

Such bids shall be received in the Business Services, Purchasing Department of the District at 4750 Date Avenue, La Mesa, CA 91942.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the Bid Form, and all other documents comprising the pertinent Contract Documents. Copies of the Contract Documents are now on file and may be obtained online at <https://www.lmsvschools.org/purchasing-services/> or at the Purchasing Department at the above address.

Interested bidders should direct questions to Jessica Murguia, Director of Purchasing & Risk Management, at [Jessica.murguia@lmsvschools.org](mailto:Jessica.murguia@lmsvschools.org). Any addendums and answers to questions will be posted on the District website on the date specified under the Bid Schedule in the Terms and Conditions section of the bid documents.

This is a one (1) year contract beginning August 5, 2026 through June 30, 2027. Upon the mutual agreement of the District and Contractor this bid will be renewed annually for two (2) additional years.

The District reserves the right to reject any or all bid, 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.

No bidder may withdraw his/her bid for a period of sixty (60) days after the date set for the opening of bids.

Jessica Murguia  
Director, Purchasing & Risk Management  
La Mesa-Spring Valley School District  
District of San Diego County, California

Publication: San Diego Union Tribune  
Publication Dates: July 2, 2026 and July 9, 2026

**END OF DOCUMENT**

## INFORMATION FOR BIDDERS

1. **Securing Documents.** Bid documents can be downloaded from the District website at <https://www.lmsvschools.org/purchasing-services/>.
2. **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 & Risk Management properly executed. Bids shall be written in ink or by typewriter 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 interlineations, alterations, or erasures. Alternative bids will not be considered unless requested in the specifications. No verbal, faxed or emailed 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 costs is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.
  - c. 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.
  - d. All items on which bids are submitted must in all cases be equal or better in quality and utility to those manufacturers or brands specified by the District.
  - e. The make or brand and grade of the article on which the bid is submitted should be stated in the bid form. When the make or brand and grade of the article are not stated, it will be understood to be the specific article named by the District.
  - f. No bid shall include California sales or use tax, or Federal excise tax.
  - g. All items on bid shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. The District will reject shipments sent C.O.D. or freight collect.
  - h. No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices quoted.
  - i. Bids shall be delivered to La Mesa-Spring Valley School District in the office of the Business Services, Purchasing Department on or before the day and hour set for the opening of bids, which bids shall be enclosed in a sealed envelope bearing the description of the bid call, the name of the bidder to see that the bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
  - j. When requested, bidders shall submit samples of each such item, on which bid is made to: La Mesa-Spring Valley School District Child Nutrition Department. Each sample submitted must be marked in such manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bidder, (3) item number. Bid and samples must not be sent in the same package.
  - k. Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will, upon request, be returned at the bidder's expense.
  - l. 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 bidder.

## INFORMATION FOR BIDDERS (Continued)

3. **Addenda.** Any addenda issued by the District during the time of proposing or forming a part of the documents issued to the bidder for the preparation of the bid shall be covered in the bid and shall be made a part of the Contract. **Addenda will be posted on the District website <https://www.lmsvschools.org/purchasing-services/>**
4. **Withdrawal of Bid prior to Opening.** Any bidder may withdraw their bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids, but not after.
5. **Withdrawal of Bids after Opening.** No bid may withdraw their bid for a period of sixty (60) days after the date set for the opening thereof.
6. **Award or Rejection of Bids.** The District reserves the right to reject any or all bids, to waive any informality or irregularity in the bid or in the bid process. A contract will be awarded to the responsive and responsible bidder based on the evaluation criteria established in the documentation. Utilizing the BID process, the District reserves the right to select the vendor that best meets the needs of the District.
7. **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 contract consists of the following documents: Notice to Bidders; Information for Bidders, Terms and Conditions, Specifications/Contract Scope, Bid Form, Agreement, and including all modifications and other documents 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.
8. **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 specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may contact the in writing by email the Director of Purchasing & Risk Management, La Mesa-Spring Valley School District to request an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by Addendum and/or Responses to bidders duly issued by said Director of Purchasing & Risk Management and available on the District website at <https://www.lmsvschools.org/purchasing-services/>. The La Mesa-Spring Valley School District will not be responsible for any other explanation or interpretation of the proposed documents.
9. **Bidders Interested in More than One Bid.** No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same items, unless alternate bids are called for. A person, firm, or corporation submitting a sub-bid to a bidder, or who has bid prices on materials to a bidder, is not thereby disqualified from submitting a sub-bid or quoting prices to other bidders.
10. **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 the 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.
11. **Bid Securities, Performance Bonds, Payment Bonds.** Not Required.
12. **Equal Bids.** When bids are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.
13. **Tobacco-Free District.** The District has been designated as a tobacco-free. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property.

## TERMS AND CONDITIONS

1. **Applicability:** These Terms and Conditions apply, but are not limited to, all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" or "Responses") made to the La Mesa-Spring Valley School District (hereinafter referred to as "District") by all prospective suppliers (hereinafter referred to as "Bidders") in response, but not limited, to Invitations to Bid, Requests for Proposals, and Requests for Quotations (hereinafter referred to as "Solicitations").
2. **Modifications to Contract:** Any modifications, qualifications, exceptions, or changes made to the District's terms, specifications, and conditions detailed herein shall be grounds for rejection of bid. Any remarks, additions, or amendments attached (by the bidder) to the bid, which conflict with terms and conditions herein, may cause it to be deemed "non-responsive."
3. **Pricing:** All prices quoted herein shall remain firm for the first year of this contract. Prices quoted shall be based on finished product weight received, including all applicable labor, materials, shipping, and fuel charges.
4. **Contract Term and Renewal:** The term of this contract shall be for one (1) year, from the anticipated start date of August 5, 2026 through June 30, 2027. The contract shall expire on June 30, 2027 regardless of start date. By mutual agreement between the District and the successful bidder, this contract may be renewed for **two additional one-year periods** (not to exceed a total of three years). Contract renewals shall be approved in one-year increments under the same terms and conditions as the original agreement.
5. **Price Escalation:** The pricing submitted for the initial term of the contract will remain fixed until June 30, 2027. Pricing agreed to for the first and second renewals will remain fixed throughout each contract period ending June 30, 2028 and June 30, 2029, respectively. The bidder may only petition for an increase in pricing annually on the anniversary date of each renewal period, as long as price increases do not exceed the rate of inflation determined by the Consumer Price Index (C.P.I.), published by the U.S. Bureau of Labor Statistics. If the bidder requests price increases that exceed the rate of inflation determined by the CPI, the contract may not be renewed. The District reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the District. To petition for price increases or decreases or for consideration of new products, complete the district provided Bid Form and email to Michelle.Valdez@LMSVschools.org by June 1, 2027 or June 1, 2028 respectively.
6. **Price Decreases:** If prices decrease during the term of this contract, the successful bidder must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing. The lower prices shall remain in effect for the balance of the contract period, or for as long as the lower prices are in effect. Complete the district provided Bid Form and email to Michelle.Valdez@LMSVschools.org.
7. **Return of Discounts, Rebates, and Credits:** During the term of the contract, the Bidder shall ensure that all discounts, rebates, and credits received by the Bidder from its suppliers are fully disclosed to the District. The Bidder is required, by law, to provide documentation to the District of any discount, rebate, and other applicable credits, including but not limited to, price reductions due to product promotions, volume purchasing, online ordering or other electronic ordering systems, prompt payment or advance pay, or any activity that results in lowering the product cost paid by the District. All discounts, rebates, allowances, and incentives must be returned to the La Mesa-Spring Valley School District within fifteen (15) working days after receipt by the Bidder.
8. **Fuel Surcharges:** Additional fuel surcharges on invoices will not be accepted, as delivery is F.O.B. destination with any delivery costs to be included in bid pricing. Request for a waiver will not be granted, including during periods of volatility in the petroleum market.
9. **Telephone Charges:** If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for orders, complaints, adjustments, shortages, failure to deliver, etc.), the successful Bidder shall accept charges for such calls on a reverse charge basis.

## TERMS AND CONDITIONS (continued)

10. **Errors and Omissions:** If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Addenda will be posted on the District website <https://www.lmsvschools.org/purchasing-services/>.
11. **Bid Form:** The Bid Form defines the requirement of items to be purchased, and must be completed and submitted with the bid. Prices must be quoted in units specified on the Bid Form. Each item must be considered separately and not in combination with other items unless otherwise specified on Bid Form by the District. Trade discounts must be deducted from price offers and only the net amount shown on bid form. In case of error, unit prices will govern and extensions will be corrected.
12. **Integrity of Bid Documents:** Bidders shall use the original Bid Forms provided in this solicitation and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form if sufficient space is not available on the original form. Any modifications or alterations to the original bid documents by the Bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations that a Bidder wishes to propose must be clearly stated in the Bidder's bid response and presented in the form of an addendum to the original bid documents.
13. **Invoicing and Billing Period:** The billing period shall begin on the first day of each month and shall end on the last day of each month. Invoices will be prepared for items delivered and accepted at contracted prices so that one priced, extended, and signed copy will be left with the shipment at the time of delivery. The bidder will retain a second copy to support the monthly statement.

The bidder will be paid in accordance with payment terms herein upon receipt of summary invoices (statement) for previous month's billing period. Deliveries for the last day of the billing period must be included on the summary invoice for that billing period. Separate summary invoices shall be rendered for each school.

All invoices shall include the following information:

- Business name, address and phone number.
  - Invoice number and date.
  - Designated line for La Mesa Spring Valley School District signature.
  - Ship to address.
  - Product description.
  - Product quantity for each item ordered.
  - Unit and extended price for each item on order.
  - Total price of order/invoice.
14. **Monthly Statements:** Statements shall be mailed within five (5) working days after the last day of the month to facilitate payment. In addition, the vendor will provide along with the statements, a monthly recap of purchases by school to include the item description, total units purchased per item and the total cost per item purchased. Payment will be made on itemized statements with the prices stipulated herein for items delivered and accepted. Payment terms NET 30. For prompt payment, billing must be accurate in all details, and invoices must be submitted to:

La Mesa-Spring Valley School District  
Attn: Child Nutrition Department / Michelle Valdez  
3838 Conrad Drive, Spring Valley, CA 91977

15. **Credit Memos:** The bidder shall agree to accept, for full credit, the return of any items received which are found to be defective in quality or defective in packaging so as to render the item unusable for its intended purpose. All products of unacceptable quality, as determined by the District, will be returned. Credits may be provided by separate credit memo or by an adjustment to the original invoice.

## TERMS AND CONDITIONS (continued)

16. **Delivery Credits:** Any overages/shortages must be specifically noted. All credit invoices must be submitted within 10 days of delivery. For merchandise short on delivery, a separate credit memo shall be provided to each location at the time of delivery. Vendor shall immediately mail a copy of price and extended credit directly to:
- La Mesa-Spring Valley School District  
Attn: Child Nutrition Department / Michelle Valdez  
3838 Conrad Drive  
Spring Valley CA 91977
17. **BID Negotiations:** A bid response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar intent, will be considered as non-responsive to that specific item.
18. **BID Warranty:** Bidders warrants to the District that all goods and services rendered shall conform to the contract requirements (including all descriptions, specifications, and attachments made a part hereof), and will be fit for use as reasonably intended by the parties. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach within 30 days.
19. **Compliance with OSHA:** Bidders agrees that all items offered must comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that bidder will indemnify and hold the District harmless for any failure to so conform.
20. **Safety Data Sheet:** For all products requiring a Safety Data Sheet, as defined under 29 CFR 1910.1200, the District requires that a Safety Data Sheet accompany all orders at the time of delivery.
21. **Food Security:** Bidders shall ensure that all food and beverage products meet local, State and Federal health and safety guidelines, and that appropriate precautionary measures are taken to ensure the purity and integrity of food products throughout the supply chain. Bidders shall take appropriate measures to safeguard the purity and integrity of their products during production, storage, and transportation, prior to the product reaching La Mesa-Spring Valley school sites.
22. **Vehicle Safety and Security:** Bidder's representatives operating vehicles on District property shall use extreme caution at all times – maximum speed is 5 mph. While onsite, Bidder shall not obstruct any passageways or other means of egress and shall not leave the site without first securing the work area and eliminating any hazardous condition resulting from the Bidder's activities.
23. **Product Substitution and Shortages:** This contract does NOT allow for product substitution without written authorization from the Director of Child Nutrition. The successful Bidder shall promptly notify the Child Nutrition Director or designee a minimum of 24 hours in advance if an item cannot be delivered within the specified delivery time. An equal or better substitute product must be made available to the District immediately for approval and subsequent distribution to school sites, at no additional charge to the District for product, freight, or redelivery to District sites. All substitutions in quality and quantity must receive prior approval from the Child Nutrition Director or designee in order to qualify for payment. If substitution is unavoidable due to market conditions, Bidder must provide equivalent item for District approval at no additional cost the District for the product or freight. The Bidder shall designate one representative to be available by 7:00 a.m. on each delivery day, to have the authority to make decisions regarding shortages and product substitutions.
24. **Estimated Quantities:** Quantities specified herein are estimates only, based on prior year usage. They are submitted as information for the bidder. Actual purchases may vary from item to item and the District cannot guarantee that items will be purchased exactly as indicated. Purchase order quantities and issuances will be made on an as-needed basis, depending on customer participation. **There will be no minimum order requirements for any item listed on this bid.**
25. **Inspection and Testing:** The Bidder agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the Bidder's facilities. The District shall also have the right to test at its own cost the materials supplied under this contract. The District may request to review the Bidder's current Hazard Analysis Critical Control Point (HACCP) food safety system for their facility to insure optimum storage and distribution practices.



## TERMS AND CONDITIONS (continued)

26. **District Inspection:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Bidder of any obligation to fulfill this contract. 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. 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.
27. **Force Majeure Clause:** Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the contractor or the school district.
28. **Damage:** The successful Bidder shall promptly correct all deficiencies, defects, and/or damages in equipment or products delivered to the District in accordance with this solicitation. All corrections shall be made within 10 calendar days after such deficiencies, defects and/or damages are verbally reported to the Bidder by the Child Nutrition Department. The Bidder shall be responsible for filing, processing, and collecting all damage claims against the shipper when applicable.
29. **Liquidated Damages:** The District shall hold the successful Bidder liable and responsible for all damages which may be sustained because of his/her 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.
30. **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, order 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.
31. **Award to Next Best Bidder:** In the event of default or non-availability of product, the District reserves the right to use the next best Bidder and their stated bid prices as needed.
32. **Termination of Contract for No Cause:** The 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.
33. **Compliance with Laws:** Seller shall, in the performance of work under District's order, fully comply with all applicable Federal, State and local laws and regulations. In the event of any conflict or ambiguity between instructions contained in this solicitation and state or federal law or regulations, the latter shall prevail.
34. **Governing Law and Venue:** In the event of litigation, the BID documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

## TERMS AND CONDITIONS (continued)

35. **Buy American Provision:** Federal regulations require that to the maximum extent possible, only domestic products are purchased, consistent with the "Buy American" provisions of Public Law 105-336. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Upon request, Bidders shall provide certification of the origin of food products.

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to maximize extent practicable, to buy domestic commodities or products for Program meals. A 'domestic' commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. as provided in 7 CFR 210.21(d).

Exceptions to Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to [Michelle.Valdez@LMSVSchools.org](mailto:Michelle.Valdez@LMSVSchools.org), a minimum of 90 days in advance of delivery. The request must include the:

- (1) Alternative substitute(s) that are domestic and meet the required specifications:
    - (a) Price of the domestic food alternative substitute(s); and
    - (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
  - (2) Reason for exception: limited/lack of availability or price (include price):
    - (a) Price of the domestic food product; and
    - (b) Price of the non-domestic product that meets the required specification of the domestic product.
36. **Americans with Disabilities Act:** Bidder assures the District that it complies with the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations (42 U.S.C. 12101 et seq.).
37. **Permits and Licenses:** The Bidder shall obtain and, at their expense, pay for any/all licenses/permits required by law for accomplishing any work required in connection with this contract.
38. **Independent Contractor Status:** The relationship between the Bidder and the District is a contractual relationship. While engaged in carrying out the terms and conditions of the Contract, the Bidder is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
39. **Non-Collusion Declaration:** Each Bidder submitting an offer shall execute and submit a non-collusion declaration in the form attached hereto. Failure to submit such non-collusion declaration shall be grounds to reject an offer as non-responsive.
40. **Drug-Free Workplace:** Bidder warrants that Bidder is knowledgeable of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.), regarding a drug-free workplace and shall abide by and implement its statutory requirements.
41. **Fingerprinting Requirements:** Education Code Section 45125.1 states that if employees of any Bidder providing school site janitorial, administrative, landscape, transportation, food-related or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony.

**An exception would be if the employee(s) only has limited contact with students and will be in the presence and supervision of school district adult employees 100% of the time that students were present. If this is the case, the Bidder shall certify on the Fingerprinting Certification Form regarding requirements in lieu of fingerprinting each employee.**

## TERMS AND CONDITIONS (continued)

42. **Anti-Discrimination:** The District's policy is that Bidders conducting work under this contract will not discriminate against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Bidder agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and 1726. In addition, the Bidder agrees to require like compliance by any subcontractors employed on the work. Bidder must sign the AFFIRMATIVE ACTION POLICY which must be attached and become part of the bid.
43. **New Product Procurement after Contract Award:** The District reserves the unconditional right to add other items to the contract after the contract has been awarded to a Bidder. Prices for additional items will be negotiated. This includes new/improved products, additional flavors, or different size capacities. The awarded Bidder shall submit pricing and product specifications to the District for final approval before delivery of any such items. Prices shall be based on the same terms and conditions contained herein.
44. **Product Recall:** In the event a Bidder's product is recalled, Bidder will immediately notify the Director of Child Nutrition. Bidder will be responsible for picking up product and providing replacement, payment, or credit at the District's discretion. Replacement, payment, or credit for recalled items shall be made within 30 days of the date of notification to the District.
45. **Indemnification and Hold Harmless:** Bidder shall indemnify and hold harmless the District, its Board of Education, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to all expenses of litigation, court costs, penalties, and attorneys' fees and other fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of Bidder, its agents, servants, employees, agents, representatives, persons or entities engaged as independent Bidders by Bidder and suppliers, provided, however, that Bidder shall not be required to indemnify for the acts of intentional misconduct or negligence by the party to be indemnified.
46. **Insurance Requirements:** The Bidder, at its sole cost and expense, shall maintain and shall cause each subcontractor to maintain Public Liability and Property Damage insurance to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. Minimum Required Commercial General Liability coverage shall include both bodily injury and property damage as follows.

### **COVERAGE**

General Aggregate

General Liability

Automobile Liability (Combined Single Limit)

Worker's Compensation

### **MINIMUM LIMITS**

\$2,000,000 (annual)

\$1,000,000 per occurrence

\$1,000,000 each occurrence

\$1,000,000

Prior to commencement of performance of this Agreement, the Bidder shall furnish to the District a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming La Mesa-Spring Valley School District as an additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without thirty (30) days' advance written notice to the District. Such certificate shall be delivered to District concurrent with the execution of the agreement. Failure to take out or maintain the required insurance and furnish evidence thereof may be considered default by the Bidder.

**An endorsement must be issued by the successful Bidder's insurance carrier amending the Bidder's general liability policy naming the La Mesa-Spring Valley School District, Board members, and the officers, agents, employees and volunteers of the District, individually and collectively, as additional insured.**

47. **Worker's Compensation:** The Bidder shall maintain and shall require all of its subcontractors to maintain Worker's Compensation insurance that meets statutory limits required by the California Labor Code. Successful Bidder must provide proof of Workers' Compensation insurance prior to the effective date of this agreement. Failure to furnish such evidence will result in the District declaring the Vendor to be non-responsive or non-responsible.

## TERMS AND CONDITIONS (continued)

48. **Certification Regarding Suspension and Debarment, Lobbying:** Bidders who will perform more than \$100,000 in business with the District during the fiscal year must complete the Suspension and Debarment Certification, Certification Regarding Lobbying Form (and, if applicable, Disclosure of Lobbying Activities) forms, included as a part of the BID package. The District is prohibited from contracting with Bidders that are on the U.S. General Services Administration's Suspension and Debarment List. The Suspension and Debarment Certification is required to document that the Bidder or any of its key employees have not been debarred, proposed for debarment, or suspended by a Federal agency. Additionally, the District is required to obtain information from the Bidder regarding lobbying activities.
- If the debarment/suspension occurs during the term of the contract, the District will not exercise its right to renew under the contract conditions.
49. **Contract Progress Meeting:** The successful Bidder shall be required to attend contract progress meetings as requested by the District during the term of this agreement. At these meetings, the District will appraise the Bidder of how the District assesses the Bidder's performance under this agreement/contract. Additionally, the Bidder shall appraise the District of any operational problems being experienced.
50. **Pre-Award Meeting:** The apparent low responsive and responsible Bidders may be required to attend a pre-award meeting with District representatives, within five (5) calendar days of District request. The purpose of the pre-award meeting 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. 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.
51. **Delivery Conditions:** The Bidder's delivery person shall display identification as an employee of the Bidder and check in with the Child Nutrition Supervisor or designated representative upon arrival at the school site prior to unloading product into the facility. The Bidder, or their agent, is responsible for unloading the merchandise and placing it inside the building in an area designated by an authorized representative of the District. If the Bidder, or their agent, is unable to unload the merchandise the order may be refused at the discretion of the District. Child Nutrition staff members shall not be required to enter Bidder's vehicles to verify any issues related to the delivery.
52. **Notification of Late Delivery:** The successful vendor shall promptly notify the Child Nutrition Director or designee a minimum of 24 hours in advance if an item cannot be delivered within the specified delivery time. The District reserves the right to purchase food at a fair market value from another source. The vendor shall pay the District the price difference between the original bid price and the price of the substituted food item(s). Late deliveries and product shortages can result in the vendor being recommended for default, as defined in the contract.
53. **Condition of Product at time of Delivery:** Vendors shall assure that refrigerated trucks are used to protect perishable products during transport and that these trucks comply with all ServSafe/Hazard Analysis Critical Control Point (HACCP) regulations. Upon delivery, all products shall be in compliance with applicable specifications and will be examined by the District's representative for cleanliness and soundness. The successful vendor must credit the District the full value of any product that is discovered to have an expired date code, is defective, or is considered to have been tampered with in any way prior to its arrival at the District's school sites. This includes any hidden damage discovered after acceptance and delivery at the District's school sites.
54. **Sanitation/Safety:** The successful vendor will warrant that all food shall be fresh, clean, wholesome upon delivery, and prepared in properly equipped facilities under modern sanitary conditions in accordance with the best commercial practice. All items shall be free from decay, discoloration, foreign matter, and shall pass through metal detection before packaging. Containers shall be clean, sound, compact, sturdy, and sealed. If the food has already been delivered the successful bidder will be required to pick up the unacceptable food and issue a credit or provide a replacement in 10 days. All products shall bear visible freshness code dates and shall meet industry standards for remaining shelf-life upon delivery to the schools.

## TERMS AND CONDITIONS (continued)

55. **Past Performance:** A Bidder may be ruled “non-responsible” based upon Bidder’s unacceptable past performance with the District which may include but is not limited to: late/non deliveries, partial deliveries, delivery of wrong materials, products, not meeting specification, providing incorrect prices, invoicing problems, default, etc.
56. **References:** Bidders must provide a minimum of three (3) customer references that are current within the last three years. These references must have received services that were similar in the scope and nature of the services being requested in this solicitation. The District may contact any or all references during the evaluation process. Bidders must complete the Bidder Profile/References form contained herein.
57. **Conflicts in the Contract Documents:** The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service shall supersede any inconsistent version of these documents.
58. **Headings and Captions:** The headings and captions used in this Contract are for convenience only. They are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.
59. **Gifts and Gratuities:** It is the policy of the District not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from Bidders, members of their staffs, or families.
60. **Bid Tabulations:** Tabulations of bids will be made available to Bidder provided a request is made in writing to the Director of Purchasing & Risk Management.
61. **BID Schedule:**

| Event                                                        | Date                                                                      |
|--------------------------------------------------------------|---------------------------------------------------------------------------|
| Advertising Dates                                            | 07/02/2026 and 07/09/2026                                                 |
| Questions Due from Bidders                                   | 07/13/2026 at 4:00 PM <b>IN WRITING</b>                                   |
| Addendum and Responses to Bidders Posted on District Website | 07/14/2026 by 2:00 PM <b>POSTED ON WEBSITE</b>                            |
| Bids Due                                                     | 07/17/2026 by 2:00 PM                                                     |
| Announcement of Recommendation                               | 07/17/2026 by 6:00 PM                                                     |
| Protest Deadline                                             | 07/24/2026 by 4:00 PM                                                     |
| District Board Meeting-Award of Contract                     | 08/04/2026                                                                |
| Term of Contract                                             | 08/05/2026 – 06/30/2027.<br>Option to renew for two (2) one-year periods. |

ALL questions need to be in writing and sent to [Jessica.Murquia@lmsvschools.org](mailto:Jessica.Murquia@lmsvschools.org) by 4:00 pm on July 13, 2026. **Any addendums and answers to questions will be posted on the District website on the date specified under Schedule in the Terms and Conditions section of the BID documents. Any addendums and Questions and Answers must be returned signed with the bid documents.**

## TERMS AND CONDITIONS (continued)

### 62. Protests by Bidders:

A bidder may protest a bid award if he/she believes that the award is inconsistent with Board policy, the bid specifications, or is not in compliance with law. A protest must be filed in writing with the Superintendent or designee before 4 p.m. of the fifth business day after the Announcement of Recommendation of Vendor Contract Award. The bidder shall submit all documents supporting or justifying the protest. A bid applicant's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

Any bidder submitting a BID may file a protest of the district's intent to award the Contract provided that each and all of the following conditions are met:

1. The protest must be submitted in writing to the district (email is not acceptable), before 4 p.m. of the fifth business day following Announcement of Recommendation of Vendor Contract Award.
2. The initial protest document must contain a complete statement of any and all bases for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the BID protest; any matters not set forth in the written BID protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.
3. The protest must refer to the specific portions of all documents which form the basis for the protest.
4. The protest must include the name, address and telephone number of the person representing the protesting party.
5. Any BID protest not conforming to the foregoing shall be rejected by the district as invalid. Provided that a BID protest is filed in strict conformity with the foregoing, the district's Assistant Superintendent, Business Services, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the BID protest. The Assistant Superintendent, Business Services or other individuals designated by him/her shall provide the bidder submitting the BID protest with a written statement concurring with or denying the BID protest within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.
6. The Board will render a final determination and disposition of a BID protest by taking action to adopt, modify or reject the disposition of a BID award as reflected in the written statement of the Assistant Superintendent, Business Services or his/her designee. Action by the district's Board relative to a BID award shall be final and not subject to appeal or reconsideration by the district, any employee or officer of the district or the district's Board.
7. The rendition of a written statement by the Assistant Superintendent, Business Services (or his/her designee) and action by the Board to adopt, modify or reject the disposition of the BID award reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the BID process, the district's intent to award the Contract, the district's disposition of any BID protest or the district's decision to reject all BIDs.
8. The procedure and time limits set forth are mandatory and are the BID applicant's sole and exclusive remedy in the event of BID protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the BID protest, including filing a Government Code Claim or legal proceedings.

## SPECIFICATIONS/CONTRACT SCOPE

1. **General:** La Mesa-Spring Valley School District is soliciting bids from qualified vendors to provide FRESH BAKED bakery products, not frozen, and made from the best quality enriched wheat flour and other ingredients pure and of good quality. All bakery products shall be properly labeled requiring a product information sheet and wrapped to ensure proper delivery. All breads, buns, and rolls shall conform to the Food and Drug Administration Federal Agency Bakery Products Definition and Standards. All bread must be uniformly sliced.

All materials furnished must be in conformity with the specifications and will be subject to inspection and approval by the Director of Child Nutrition after delivery. The right to reject is reserved and return is at the risk and expense of the vendor if such portion of any shipment, which may be defective or fail to comply with specifications, without invalidating the remainder of the order, if rejected, it will be held for disposition at the expense and risk of the vendor.

Work to be done under this contract includes, but is not limited to; providing all labor, materials, supervision, equipment, incidentals, and related items necessary to complete the work in accordance with the specifications contained herein.

2. **Bid Form:**

- a. **Submission**

- i. Bidders must quote each item.
    - ii. Bidders must provide Unit Price and Extended Price for each item.
    - iii. Bidders should provide the Total Extended Cost.
    - iv. The Estimated Yearly Quantity information represents the annual APPROXIMATE USAGE. They are provided as information for the bidder. Actual purchases may vary from item to item and the District cannot guarantee that items will be purchased exactly as indicated. Purchase order quantities and issuances will be made on an as needed basis, depending on customer participation.
    - v. Bidder certifies that prices are the lowest offered any comparable customer and the District will be given the benefit of any lower prices or price decrease during the term of the contract.
    - vi. Bids stating, "will negotiate" or "to be determined" or "No Bid" or similarly vague language will be considered as non-responsive and will be subject to rejection of bid.
    - vii. Alternate bids will be rejected.

- b. **Pricing**

- i. Prices quoted will be for the term of the contract year.
    - ii. Bidders must quote the net pricing including applicable labor, materials, shipping and fuel charges.
    - iii. Bidders must quote for **FOB DESTINATION to individual school sites** as indicated in the bid.
    - iv. Bidder must indicate quantity breaks and price reductions, if any, of items which are drop shipped directly from manufacturers.

- c. **Errors**

- i. The accuracy of unit cost quotes are the sole responsibility of the bidder.
    - ii. Errors in price computations do not relieve bidder from unit cost quoted.
    - iii. Should there be any error in extension, addition, or computation, the District shall be entitled to correct such errors based on the unit prices shown, and the corrected extended price shall be considered as representing the intention of the bidder and be used as the basis for comparison of bud submissions.

3. **Method of Award:** The contract will be awarded as one lot to the lowest responsive and responsible vendor based on Total Extended Price on the Bid Form. The intent of the District is to secure one primary distributor to satisfy this contract with products that provide the "Best Value to the District." If unable to award as a complete package, the District will evaluate bids and may award a second contract.

## SPECIFICATIONS/CONTRACT SCOPE (continued)

4. **Order Placement:** The District prefers to use a computerized ordering system where all orders are electronically transmitted to the vendor. The need to electronically transmit orders is important because it represents a cost and time savings and eliminates errors as well as being a currently accepted business-to-business standard.

In lieu of the electronic transmittal of orders, the Child Nutrition Department will place orders on an “as required” basis by using electronic mail or telephone. No substitutions will be allowed without written permission from the Child Nutrition Director. If substitutions are made without prior written permission, a vendor may be removed from bidder list for a period of two years. Emergency orders should be filled as soon as possible. During the term of the contract, with the full cooperation of Vendor, the District may research and implement innovative approaches to streamline the ordering system.

5. **Delivery Requirements:**
- The District will not accept back orders on any food service items.
  - All deliveries to the specified destination are to be **FOB DESTINATION only**.
  - The vendor must guarantee delivery of complete shipments within ten (10) days after receipt of order.
  - Deliveries must conform to timeline requirements. Any items not received on schedule will be considered cancelled and are not to be invoiced.
  - All deliveries will be made between the hours of 6:00 am and 8:00 am. Failure to complete orders within this time frame may result in termination of the contract.
6. **Delivery Ticket:**
- An itemized bill of lading must be furnished to each delivery site at the time of delivery.
  - The bill of lading must state the purchase order, release number (if any), delivery date, vendor name, merchandise and quantity delivered.
7. **Delivery Schedule:** The successful bidder will be required to make deliveries to the schools listed below and conform to each school delivery time requirement. All deliveries will be FOB DESTINATION.

Vendor agrees to furnish and deliver, at all times during the period of the contract, the items and articles which may be awarded to the vendor, in such amounts and quantities within the terms of the contract, to the following eleven schools sites between the hours of 6:00 A.M and 8:00 P.M.:

**a. Middle Schools receive approximately 2 deliveries per week by 6:00 A.M**

| School Name              | Address             | City          | Phone #              |
|--------------------------|---------------------|---------------|----------------------|
| La Mesa Arts Academy     | 4200 Parks Ave      | La Mesa       | (619) 668-5730 x2185 |
| Parkway Middle           | 9009 Park Plaza Dr. | Spring Valley | (619) 668-5810 x1185 |
| STEAM Academy @ La Presa | 1001 Leland St.     | Spring Valley | (619) 668-5720 x4185 |
| Spring Valley Academy    | 3900 Conrad Dr.     | Spring Valley | (619) 668-5750 x3185 |

**b. Elementary Schools receive approximately 1 delivery per week before 8:00 A.M.**

| School Name         | Address            | City          | Phone #              |
|---------------------|--------------------|---------------|----------------------|
| Avondale            | 8401 Stansbury St. | Spring Valley | (619) 668-5880 x4285 |
| Bancroft            | 8805 Tyler St.     | Spring Valley | (619) 668-5890 x4393 |
| Kempton             | 740 Kempton St.    | Spring Valley | (619) 668-5870 x4493 |
| La Mesa Dale        | 4272 Olive Ave.    | La Mesa       | (619) 668-5740 x2285 |
| La Presa Elementary | 519 La Presa St.   | Spring Valley | (619) 668-5790 x4593 |
| Murdock             | 4354 Conrad Dr.    | La Mesa       | (619) 668-5775 x3489 |
| Rancho              | 8845 Noeline Ave.  | Spring Valley | (619) 668-5885 x4685 |
| Sweetwater Springs  | 10129 Austin Dr.   | Spring Valley | (619) 668-5895 x3785 |



## SPECIFICATIONS/CONTRACT SCOPE (continued)

8. **Packaging**

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

9. **Labeling:** 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. All ingredients shall be listed by their common or usual name in descending order of predominance by weight. Labels must also include a list of any "Top 8" allergens present in the product. These include milk, eggs, fish, shellfish, tree nuts, peanuts, wheat, or soybeans.

Packages shall clearly be labeled with product name, open code dating, and weight. Cases of product must indicate pack code or expiration date. If code is encrypted, the District may request that Vendor provide key from manufacturer to decode information.

10. **Nutrition Policy:** The District requires that all food items have only the minimum amount of sodium, fat, sugar, and/or other additives that are absolutely necessary for food preservation and safety, while still providing a product with good flavor, texture, and palatability. The finished product must be a product with good flavor and texture that is palatable to students with **each product meeting 51% Whole Grain Rich..**

11. **Ingredients:** 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. The District discourages the use of the following ingredients: monosodium glutamate (MSG), high fructose corn syrup (HFCS), peanuts, peanut protein, or peanut byproducts, Trans fatty acids/partially hydrogenated oil, red dye #40, and yellow dye # 5. The District reserves the right to award or not award items that contain any of the preceding ingredients. The District may request information regarding the presence or absence of gluten, or any other ingredient, at any time.

12. **Trans Fat:** State law prohibits any food items containing artificial Trans fat unless the manufacturer's documentation or the nutrition facts label lists the Trans fat content as less than 0.5 grams per serving. A food item contains artificial Trans fat if it contains partially hydrogenated vegetable oil.

13. **Nutrition Information:** In order to accommodate the computerized menu system used by the Child Nutrition Department, the successful bidder shall be required to provide a complete nutrient analysis of products, as requested by the District. The nutrient information may be obtained from an independent laboratory report.

The following information will be required from the manufacturer: weight (gm), calories (kcal), moisture (gm), carbohydrate (gm), protein (gm), total fat (gm), saturated fat (gm), trans fats (gm), cholesterol (mg), ash (gm), sodium (mg), iron (mg), calcium (mg), Vitamin A (I.U.), Vitamin C (mg), Vitamin D (I.U.), fiber (gm), sugar (gm), thiamin (mg), riboflavin (mg), niacin (mg), Vitamin B6 (mg), and folic acid (mcg).

**Vendor must submit with their bid package all nutrient documentation for each item on the Bid Form. Such documentation shall include Nutrition Facts panels, ingredients lists, CN labels (where applicable), Product Formulation Statements (where applicable), and the Nutrient Data Submission Form included in this bid.**

14. **Manufacturer's Date Code:** Vendor shall notify the District if the manufacturer's code is one of the following: Sell-by or Pull-by date; Use-by date; Expiration date; Best-by date, or Pack date (state how long product is good for from pack date). The vendor must provide the District an explanation of the manufacturer's expiration date code. **Any deliveries made that do not meet these criteria will be refused.**

## SPECIFICATIONS/CONTRACT SCOPE (continued)

15. **Hazard Analysis Critical Control Point (HACCP) Program:** Federal and State regulations require all suppliers to have a HACCP system in place. The District has a vigorous HACCP plan in place and will **inspect all deliveries** for correct temperatures and conditions. Any item(s) which do not fall within acceptable critical control point (CCP) limits **will not be accepted**. The successful Vendor must provide documentation prior to starting work stating that they have a HACCP program in place or documentation of manufacturing practices that follow food safety compliance.
16. **Product Formulation Statements (PFS):** Food products that are not CN-labeled but which will be used as part of the Meat/Meat Alternate and/or Grains components of the Child Nutrition meal patterns must have Product Formulation Statements (PFS) documenting the calculations used in determining the ounce equivalent contributions. Vendor must supply PFS for all awarded products that provide Meat/Meat Alternate and/or Grains contribution but do not have CN labels. The PFS must be signed and dated by a company representative. Sample Product Formulation Statements are available upon request.
17. **Notification of Product Reformulation:** If at any time during the contract period an awarded item is reformulated, packaged differently, or changed in some other way, vendor must provide District updated ingredients list, Nutrition Facts panels, CN labels (if applicable), and Product Formulation Statements (if applicable). Additionally, any time one of these documents is revised, the vendor must send revised copies to the District.

**NON-COLLUSION DECLARATION  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the

\_\_\_\_\_  
(Title)

of \_\_\_\_\_,  
(Name of Company)

the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this:

\_\_\_\_\_ day of \_\_\_\_\_

City of \_\_\_\_\_, State of \_\_\_\_\_

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

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

**THIS PAGE MUST BE SUBMITTED WITH YOUR BID**

**FINGERPRINTING CERTIFICATION FORM**  
Michelle Montoya School Safety Act (Ed Code Section 45125.1)

State of California )  
County of \_\_\_\_\_ ) ss.

1. I certify that none of my employees who may come into limited contact with students has pending criminal proceeding for a felony as defined by Education Code Section 45122.1, nor has ever been convicted of a felony as defined in Section 454122.1.
2. The names of each employee who may come into limited contact with pupils are listed below.

\_\_\_\_\_  
\_\_\_\_\_

It is our opinion that the nature of the services provided by our company to your District is outside the scope and/or intent of Education Code 45125.1.

We have, however, adopted a policy within our company that requires all employees, when on company business at school sites, to be in the presence and supervision of school district adult employees when students are present. Since our business activity only involves limited contact or no contact with students and 100 percent supervision by school adult personnel, it is unnatural and unlikely that our employees would be without school district adult supervision at any time students are present.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

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

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

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

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

**THIS PAGE MUST BE SUBMITTED WITH YOUR BID**

## DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the La Mesa-Spring Valley School District (hereinafter referred to as the "District") and

\_\_\_\_\_ (hereinafter referred to as the "BIDDER")

This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the Bidder 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 their 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:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - 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 publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

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

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

**Company Name:** \_\_\_\_\_

|                               |                |
|-------------------------------|----------------|
| _____<br>Name (typed/printed) | _____<br>Title |
| _____<br>Signature            | _____<br>Date  |

**THIS PAGE MUST BE SUBMITTED WITH YOUR BID**

## TOBACCO-FREE WORKPLACE CERTIFICATION

**BID No.: FB 26/27-001**

**BID Name: Bread**

**Company Name:** \_\_\_\_\_

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- (i) The undersigned is a duly-authorized representative of the Company and, in that capacity, has executed this certification on behalf of the Company.
- (ii) The Company shall ensure a tobacco-free workplace by providing the following provision, in writing, to each person providing any labor or services on or at the District site, including, without limitation, any delivery personnel:

All properties and facilities operated by the La Mesa-Spring Valley School District are tobacco-free work places. It is strictly forbidden while in, on or at any District property or facility (whether owned or leased) to smoke, chew or otherwise use tobacco products. The Company shall require each person (including without limitation, any employee of the Company) found in violation of these requirements to permanently leave the District property and the Company shall not thereafter permit such person to be present, on or at the District.

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

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

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

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

**THIS PAGE MUST BE SUBMITTED WITH YOUR BID**

**AFFIRMATIVE ACTION FORM**

“Contractor hereby certifies to the La Mesa-Spring Valley 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.”

**Company Name:** \_\_\_\_\_

\_\_\_\_\_  
Name (typed/printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THIS PAGE MUST BE SUBMITTED WITH YOUR BID**

## NUTRIENT DATA SUBMISSION FORM

### Product Description:

|                     |       |                    |       |
|---------------------|-------|--------------------|-------|
| Product Name:       | _____ | Case Pack:         | _____ |
| Brand Name:         | _____ | Servings per Case: | _____ |
| Manufacturer:       | _____ | Serving Size:      | _____ |
| Product Code:       | _____ | Cost Per Serving:  | _____ |
| Weight Per Serving: | _____ |                    |       |

**Nutritional Information per Serving:** If you do not have information on a nutrient, write "M" or "missing". If this product does not contain a particular nutrient, write "0" (zero).

#### NUTRIENTS

|                     |       |      |
|---------------------|-------|------|
| Calories:           | _____ | Kcal |
| Total Carbohydrate: | _____ | G    |
| Dietary Fiber:      | _____ | G    |
| Sugars:             | _____ | G    |
| Protein:            | _____ | G    |
| Total Fat:          | _____ | G    |
| Saturated Fat:      | _____ | G    |

#### NUTRIENTS

|              |       |    |
|--------------|-------|----|
| Trans Fat    | _____ | g  |
| Cholesterol: | _____ | mg |
| Sodium:      | _____ | mg |
| Iron:        | _____ | mg |
| Calcium:     | _____ | mg |
| Vitamin A:   | _____ | IU |
| Vitamin C:   | _____ | mg |

*IU = International Units*

### Does this product contain any of the following?

|                                                                                 | <b>Ye<br/>s</b> | <b>No</b> |
|---------------------------------------------------------------------------------|-----------------|-----------|
| Monosodium Glutamate (MSG)                                                      | _____           | _____     |
| Artificial Food Coloring (such as Red #40 or Yellow #5)                         | _____           | _____     |
| Added animal fat (lard or tallow) or Tropical Oils (coconut, palm, palm kernel) | _____           | _____     |
| Peanuts, Peanut Oil, or Peanut Derivatives                                      | _____           | _____     |
| Gluten Proteins (albumins, glutelins, globulins, and prolamins)                 | _____           | _____     |

### Contribution to School Meal Requirements per Serving:

|       |                                                 |
|-------|-------------------------------------------------|
| _____ | <b>Ounce equivalents of Meat/Meat Alternate</b> |
| _____ | <b>Ounce equivalents of Grain/Bread</b>         |
| _____ | <b>½ Cup equivalents of Fruit</b>               |
| _____ | <b>½ Cup equivalents of Vegetable</b>           |
| _____ | <b>Fluid Milk Servings (8 fluid ounces)</b>     |

**FORM MUST BE COMPLETE OR IT WILL NOT BE CONSIDERED**

|                               |                       |
|-------------------------------|-----------------------|
| Company Name                  | Address               |
| Authorized By (signature)     | City, State, Zip Code |
| Authorized By (typed/printed) | Phone Number          |
|                               | Date                  |



## BIDDER PROFILE

**Qualifications of Bidder:** Bidder must have the capability and capacity in all respects to fully satisfy the contractual requirements as specified. Indicate your company name and the length of time you have been in business providing this type of service:

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

Years and Months in Operation: \_\_\_\_\_

Years and Months Providing Service to School Districts: \_\_\_\_\_

## BIDDER REFERENCES

Bidders shall provide a listing of a least three (3) references for which the company has provided specified goods/services of the same or greater scope offered within the last three (3) years. La Mesa-Spring Valley School District cannot be used as a reference. The District reserves the right to contact the references regarding the performance of the proposed system and the qualifications of the Bidder.

1 Agency Name:

.

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Size/Scope of Contract: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_

2 Agency Name:

.

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Size/Scope of Contract: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_

3 Agency Name:

.

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Size/Scope of Contract: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_

**THIS PAGE MUST BE SUBMITTED WITH YOUR BID**

## BID FORM

| Item No. | Item Description                                                                      | Unit of Measure | Estimated Annual Usage | Unit Price | Extended Price |
|----------|---------------------------------------------------------------------------------------|-----------------|------------------------|------------|----------------|
| 1.       | <b>BREAD, LOAF, WHITE WHOLE WHEAT, SLICED</b><br>1 SLICE MUST EQUAL 1 OZ EQ. GRAIN    | LOAF            | 75                     |            |                |
| 2.       | <b>ROLL, DINNER WHITE WHOLE WHEAT</b><br>1 ROLL MUST MEET MIN 2OZ EQ. GRAIN           | DOZ             | 1000                   |            |                |
| 3.       | <b>HOAGIE WHITE WHOLE WHEAT STEAK 6 INCH HINGED</b> , 1 ROLL MUST MEET 2 OZ EQ. GRAIN | DOZ             | 1,200                  |            |                |
| 4.       | <b>HAMBURGER BUN, WHITE WHOLE WHEAT 4 INCH</b><br>1 BUN MUST MEET 2 OZ EQ. GRAIN      | DOZ             | 9,000                  |            |                |
| 5.       | <b>BUN, HOT DOG, WHITE WHOLE WHEAT 6 INCH</b><br>1 BUN MUST MEET 2OZ EQ. GRAIN        | DOZ             | 2500                   |            |                |

**Total Extended Cost:** \_\_\_\_\_

The undersigned has read the bid and purposes an agrees to enter into a Contract to furnish the La Mesa-Spring Valley School District the required food products at the stated rates; subject to the Terms and Conditions of the Notice to Bidders, Contract Documents, Specification, Instructions set forth, and all Amendments, thereto, on file at the Purchasing Department of said District for the prices on the Bid Form.

The bid shall be signed by an officer/employee authorized to obligate the Contractor. By its signature hereunder, Bidder certifies, under penalty of perjury, that all information contained herein is true and correct.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Authorized By (signature)**

\_\_\_\_\_  
**City, State, Zip Code**

\_\_\_\_\_  
**Name of Authorized Signer (typed/printed)**

\_\_\_\_\_  
**Office Phone Number**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Fax Number**

\_\_\_\_\_  
**Cell Number**

\_\_\_\_\_  
**E-Mail Address**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Company Web Site**

**THIS PAGE MUST BE SUBMITTED WITH YOUR BID**

## BID SUBMISSION CHECKLIST

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the District. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package.

### The Following Documents Are Required at the Time of Bid Submission:

|                          |                                                                                    |
|--------------------------|------------------------------------------------------------------------------------|
| <input type="checkbox"/> | Non-Collusion Declaration – <b>Signed</b>                                          |
| <input type="checkbox"/> | Fingerprinting Certification Form – <b>Signed</b>                                  |
| <input type="checkbox"/> | Drug-Free Workplace Certification – <b>Signed</b>                                  |
| <input type="checkbox"/> | Tobacco-Free Workplace Certification - <b>Signed</b>                               |
| <input type="checkbox"/> | Affirmative Action Form - <b>Signed</b>                                            |
| <input type="checkbox"/> | Nutrient Data Submission Forms (where applicable) – <b>Signed</b>                  |
| <input type="checkbox"/> | Bidder Profile and References                                                      |
| <input type="checkbox"/> | Bid Form – <b>Signed</b>                                                           |
| <input type="checkbox"/> | Bid Submission Checklist                                                           |
| <input type="checkbox"/> | Ingredient Lists, CN Labels, and Product Formulation Statements (where applicable) |
| <input type="checkbox"/> | Processed Food Registration Certificate                                            |
| <input type="checkbox"/> | Addendum and Responses (if applicable) - <b>Signed</b>                             |

### The Following Submittals Are Required Upon Notice Of Award:

|  |                                                                           |
|--|---------------------------------------------------------------------------|
|  | Agreement                                                                 |
|  | Certificate of Liability Insurance                                        |
|  | Proof of Workers' Compensation Insurance                                  |
|  | Explanation of Code Dates                                                 |
|  | Suspension and Debarment Certification (For contracts \$25,000+)          |
|  | Certification Regarding Lobbying (For contracts \$100,000+)               |
|  | Disclosure of Lobbying Activities                                         |
|  | Notification of Hazard Analysis Critical Control Point (HACCP) Compliance |

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

**THIS PAGE MUST BE SUBMITTED WITH YOUR BID**

## LA MESA-SPRING VALLEY SCHOOL DISTRICT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ in the County of San Diego, State of California, by and between La Mesa-Spring Valley School District, hereinafter called the District, and \_\_\_\_\_, hereinafter called the "Bidder."

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 from the date of award, through the end of the 2026-2027 school year (June 30, 2027). All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.
2. SCOPE OF WORK: Bidder shall perform and render all goods and services as prescribed and required by the Notice to Bidders, Information for Bidder, Terms and Conditions, Specifications/Contract Scope, Bid Form, Agreement, and all documents forming a part of the BID package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.
3. HOLD HARMLESS CLAUSE: The Bidder must hold, keep, bear harmless and fully indemnify the District and all 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 the District or by any of its officers or agents, or articles to be supplied under this contract.
4. THE DISTRICT'S INSPECTOR: All items shall be subject to the District inspection. Inspection of 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 forthwith remedy such defect in a manner satisfactory to the District.
5. 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 Bidder who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.
6. TERMINATION: This Agreement may be terminated by the District upon thirty (30) days written notice to Bidder. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.
7. CONTRACT RELATIONSHIP: While engaged in carrying out and complying with the terms and conditions of this Contract, the Bidder is an independent contractor, and is not an officer, employee, or agent of the District.
8. CONTRACT DOCUMENTS: The complete Contract consists of the following documents: The Notice to Bidder, Information for Bidder, Terms and Conditions, Specifications/Contract Scope, Bid Form, Agreement, and all documents forming a part of the BID package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.
9. INSURANCE PERMITS AND LICENSES REQUIRED OF THE BIDDER: The Bidder 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 Terms and Conditions.

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

**LA MESA-SPRING VALLEY SCHOOL DISTRICT  
AGREEMENT**

10. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to this Contract shall be excused from performance there under 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 of neglect of the party not performing.
11. PAYMENTS: Bidder will be paid upon receipt and acceptance of goods and services specified. For prompt payment, billing must be accurate in all details, and invoices must be submitted to the La Mesa-Spring Valley School District, Child Nutrition Department, 3838 Conrad Drive, Spring Valley, CA 91977. Attention: Michelle Valdez
12. COMPENSATION: Bidder shall be compensated for the performance of its obligations under this Agreement as specified in the executed Contract Documents, incorporated herein by reference.
13. PRICES: All prices and percentages agreed upon by the parties hereto shall remain firm for the 12 month term of the contract. The Bidder agrees to this condition by signing this Agreement. Price adjustments, if any, will be submitted for consideration during the annual renewal process.
14. ASSIGNMENT OF CONTRACT: The Bidder 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 written consent of the District.
15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified in this Agreement. Bidder, by execution of the Agreement, acknowledges Bidder has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

**BIDDER**

**LA MESA-SPRING VALLEY SCHOOL DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (typed/printed)

**Tina Douglas**

\_\_\_\_\_  
Name (typed/printed)

\_\_\_\_\_  
Title

**Assistant Superintendent, Business Services**

\_\_\_\_\_  
Title

:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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