

# REQUEST FOR BID

## BAKERY PRODUCTS 2007-08

One-Year Renewal Options Through 2010

BID NO.: 367-07-02-B  
DUE DATE: May 29, 2007  
2:00 PM

### CENTRAL VALLEY SCHOOL DISTRICT #356

Purchasing Department  
19307 E. Cataldo Avenue  
Spokane Valley, Washington 99016

Purchasing Manager: Darren King, C.P.M.  
E-Mail: [dking@cvsd.org](mailto:dking@cvsd.org) Web Site: [www.cvsd.org/purchasing](http://www.cvsd.org/purchasing)  
Phone: (509) 228-5476  
Fax (509) 228-5479

**RELEASE DATE: May 15, 2007**

### SCHOOL DISTRICTS REPRESENTED

Central Valley  
Cheney  
Deer Park  
East Valley  
Freeman  
Mead  
Newport  
Nine Mile Falls  
West Valley

**DISTRICT LEADING THIS BID**  
**CENTRAL VALLEY SCHOOL DISTRICT NO. 356**  
Purchasing Department  
East 19307 Cataldo  
Spokane Valley, WA 99016

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**CALL FOR BIDS(section II)**

To Whom It May Concern:

Sealed bids will be received by the Central Valley School District, #356 until the date listed under the RFB Summery – Bid Dates –Due Date for bakery products for the 2007-08 school year. This bid will also allow participating districts to renew their bid in one-year increments through the 2009-10 school year.

This contract will include bakery products delivered to several participating school districts in Washington. Each district may have a number of drop locations and one or more deliveries per week. Response to this bid will be by district. A vendor may bid on one or all districts but are encouraged to bid on all districts. This bid will be awarded by each district individually, Central Valley School District will pass on all bid responses to each district. Therefore, multiple vendors may be awarded a contract but no more than one vendor per school district.

All proposals shall be accompanied by the following documents:

- The Bid Proposal (section XI)
- A bid bond as described under BID BONDS (section IV).
- A complete nutritional analysis form for **each** baked product (Bidder's document).
- The Bid Form which includes pricing for ALL school districts. This spreadsheet also must be submitted via e-mail to [dking@cvsd.org](mailto:dking@cvsd.org) or on a disk with your bid. (Available on our website at [www.cvsd.org/purchasing](http://www.cvsd.org/purchasing) in the BIDS area under this bid number.
- A completed Debarment Certification form (section X)

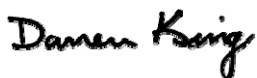
If you received this Request for Bid (RFB) from means other than directly from the Purchasing office, please email your Company Name, Contact Name, Mailing Address, Phone Number, Fax Number, and Email Address to [dking@cvsd.org](mailto:dking@cvsd.org).

The Purchasing office now has a website and is the central place to collect information about bids and quotes. See current quotes at [www.cvsd.org/purchasing](http://www.cvsd.org/purchasing) under the BIDS sections. Up-to-date information such as addendums, and bid tabs are available there.

I may be reached at (509) 228-5476 and at [dking@cvsd.org](mailto:dking@cvsd.org) for questions concerning this bid. Technical questions that may need to be answered or clarified will need to be followed up by addendum. So, information given verbally isn't binding, see Addendums below.

We look forward to working with you to obtain a bid. Good luck!

Sincerely,



Darren King, C.P.M.  
Purchasing Manager

**RFB SUMMARY (section III)**

Central Valley School District No. 356 is soliciting bids cooperatively for several Washington State school districts for:

**BAKERY PRODUCTS: 2007-08**  
**One-Year Renewal Options through 2010**

If your company is interested in providing a bid, please read the following information carefully and return as directed on the Bid Proposal NO LATER THAN the quote due date listed below.

**1. BID DATES**

<b>DUE DATE:</b>	<b>TIME</b>	<b>LOCATION</b>
May 29, 2007	2:00 PM	19307 E. Cataldo Avenue, Spokane Valley, WA 99016
<b>ANTICIPATED AWARD DATE at CVSD:</b> June 11, 2007		
<b>START DATE:</b> September 1, 2007		
<b>COMPLETION DATE:</b> August 31, 2008 with options to extend, see below.		

**2. DESCRIPTION OF CONTRACT**

Provide all bakery products as listed in this document for the 2007-08 school year. This contract may also be extended on a one-year basis up to two additional years at the discretion of each district.

**3. CODES AND STANDARDS**

All local, municipal and state laws, rules and regulations governing or relating to any portion of this contract are hereby incorporated into and made a part of this RFB.

END OF SECTION III

**TERMS AND CONDITIONS (section IV)**

**1. THE OWNER**

Whenever the term "Owner" is used in the documents, it refers to Central Valley School District No. 356, Spokane Valley, Washington. Or, after the bid is awarded by each district, each district respectfully is the Owner. When referring to Central Valley School District No. 356, the District, or the Owner below it also means each participating district respectfully to their bid as well.

**2. THE OWNER'S CORRESPONDENT**

When required to correspond with the Owner, all such correspondence shall be addressed to Darren King, Purchasing, Central Valley School District, East 19307 Cataldo, Spokane Valley, WA. 99016. Or, after the bid is awarded by each district, correspondent will be as assigned by each district.

**3. THE CONTRACTOR/BIDDER/PROPOSER**

Whenever the term "Contractor", "Bidder", or "Proposer" is used in the documents, it refers to the Contractor or the Contractor's agents as submitted on the Bid form.



**4. ACCEPTANCE/REJECTION**

District No. 356 reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities, and to contract in the best interests of the District as outlined in "AWARDS". Successful Bidder shall enter into contract with the District within ten (10) days from date of purchase authorization from the District No. 356 Board of Directors.

**5. ACCOMMODATIONS FOR THE DISABLED**

Individuals with disabilities who may need accommodation to participate in site visitation, the pre-bid conference or the public bid opening meeting should contact the office of the Director of Auxiliary Services NO LATER THAN three (3) days before the scheduled pre-bid meetings or bid opening so that arrangements for the accommodation can be made.

**6. ADDENDUMS**

Should Central Valley School District consider it necessary to revise any part of this RFB, an addendum will be made available on our website at [www.cvsd.org/purchasing](http://www.cvsd.org/purchasing). If mandatory pre-bid meetings were held, the addendum may be sent to those who attended. All official clarifications or interpretations of the proposal documents will be by written addenda. Clarification given in any other form will be informal and unofficial. Check the Purchasing website at [www.cvsd.org/purchasing](http://www.cvsd.org/purchasing) under the Bids section to check on any published addendums prior to submitting a bid. The sole responsibility for obtaining and learning of Addendum belongs to the Bidder. The District accepts no responsibility or liability and will provide no accommodation to Bidders who fail to check for addendums and submit inadequate or incorrect responses.

**7. ALTERNATES**

The District often uses manufacturer's brands or model designations as a specification standard. In some cases, special brands are designated for compatibility with existing facilities or equipment. Brands of equal specification, quality, performance, and use will be considered on an "or equal" basis; however, the District reserves the sole right in determining "equals". Offerings of alternate quality of features will, at District discretion, be considered on an "alternate" basis. All "or equal" bids or "alternate" bids must include complete description and/or descriptive literature with Bid Document.

## **8. ANTI-DISCRIMINATION**

The vendor agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: Employment upgrading, demolition or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

## **9. ASBESTOS**

N/A

## **10. ASSIGNMENTS**

This contract shall not be assignable in whole or in part without written consent of each District. It is the policy of the Central Valley School District to withhold consent from proposed assignments, subcontracts, or novation when such transfer of responsibility would operate to decrease the School District's likelihood of receiving performance on the contract.

Central Valley School District does not normally object to the granting of assignments for financial purposes provided that the original Proposer retains all of its responsibilities and obligations under the contract. In the event of any assignment hereunder to which the School District has consented, each such assignment shall contain a provision that further assignments shall not be made to any third or subsequent party without additional written consent of the School District.

## **11. AWARDS**

The Vendor providing the acceptable bid will be notified by the District Purchasing Office via mail.

The District reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive, or conditional bids. The District seeks qualified Contractors. Award of the contract will be made on the basis of bid price and other factors such as:

- a. the ability, capacity, and skill of the Bidder to provide the service and/or materials required;
- b. the character, integrity, reputation, judgment, experience, and efficiency of the Vendor;
- c. whether the Bidder can supply the materials and/or services within the time specified;
- d. the quality of performance of previous materials and/or services; and,
- e. the previous and existing compliance by the Bidder with laws relating to the contract or services.

In evaluating bids, the District shall also consider whether or not the bids comply with the prescribed requirements and unit prices, if requested in the bid forms.

The District may conduct investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Vendor to supply materials and/or services to the District's satisfaction within the prescribed time.

The District reserves the right to reject the bid of any Vendor who does not pass any such evaluation to the District's satisfaction.

If the Contract is to be awarded, the District will give the successful Bidder a Notice of Award within thirty (30) days after the day of the bid opening.

**12. BID CHANGES OR WITHDRAWAL**

All changes and erasures must be made before the bid due by date and time as indicated above, and initialed. Bidder may not withdraw his/her bid after the bid opening nor prior to the award of contract(s). No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior District consent.

**13. BID COMPLETION**

Bids must be completed insofar as possible on the enclosed bid document and signed by an authorized representative of the Vendor. Please include bid identification and bid opening time and date on your envelope.

Return one copy of the completed and signed Bid, sealed therein, to the District Purchasing Office at the above address. Bids will be opened at the time and date designated above.

Each district will be considered an alternate bid and awarded separately by each respective district.

<b>ALTERNATE BID NUMBER</b>	<b>DISTRICT</b>
1	Central Valley, 356
2	Cheney,360
3	Deer Park, 414
4	East Valley, 361
5	Freeman, 385
6	Mead, 354
7	Newport, 56-415
8	Nine Mile Falls, 325
9	West Valley, 363

**14. BID QUOTATIONS**

Unless otherwise specified, all prices shall be for new merchandise, F.O.B. destination, with shipping prepaid and included in the price of the bid. Prices bid shall include all handling and packaging costs. Prices bid for equipment shall include cost of instruction and service manuals where appropriate. Fuel surcharges, minimum orders by dollar or case count, etc., shall not apply.

**15. BONDS**

**Bid Bond:** With his/her bid, Bidder must furnish a certified or cashier's check or bid bond in the amount of **\$5,000**.

Should the successful Bidder fail to enter into a contract and furnish a satisfactory performance bond within ten (10) days after formal written notification of award, the check or Bid Bond shall be forfeited as liquidated damages. Cashier's checks submitted in lieu of a bid bond will be returned once all districts have contracted with their vendors.

**Labor and Material Bonds:** N/A

**Performance:** The successful Bidder must furnish each district a faithful Performance Bond in the amount of 25 percent of the purchase contract with the district. The bond shall be written by a Washington licensed surety company, which is acceptable to the individual district making the bid award.

**Fidelity Bonding:** The successful bidder must show proof of Fidelity Bonding for all its delivery personnel, each year. Proof of insurance, license & bonding shall be submitted in writing to each District as required. Central Valley School District will be: 19307 E. Cataldo, Spokane Valley WA 99016.

**16. CANCELLATION OF CONTRACT**

Each school district retains the prerogative to immediately cancel the contract if the vendor fails to meet performance requirements as specified in the bid, or for any other reasons that may adversely affect the Food Service program. Some examples are: late delivery of milk; improper dating on milk cartons; sour milk; leaky containers/unsanitary milk cartons; product substitution; or, sub-contracting without prior written permission from the school district. Should a district exercise its option to cancel the contract, that district will immediately reissue a new bid for the supply of milk and dairy products for the remainder of the contract period. During the interim, the school district will attempt to purchase products from the next lowest bidder. By canceling a vendor's contract, the district has determined that vendor to be "non-responsive" and future bids from that vendor will not be considered.

**17. CONTRACT COMPLETION**

**Owner's Right to Obtain Supplies:** The Owner, without prejudice to any other right or remedy s/he may have, shall have the right to obtain supplies from other sources and charge back the difference in cost of supplies in the event the Vendor fails to perform the contract as stated in the RFB documents. A prerequisite of such action by the Owner shall be two (2) days written notice to the Vendor. The amount charged to the Vendor may be deducted from payments then and thereafter due the Vendor for failing to complete the contract specified.

**18. CRIMES AGAINST CHILDREN**

The contractor shall prohibit any employee of the contractor, including subcontractors, from working at a public school who has contact with children at said school during the course of his or her employment and who has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under RCW 9A.42, the physical injury or death of a child under RCW 9A.32 or 9A.36 (except motor vehicle violations under RCW 46.61), sexual exploitation of a child under RCW 9.68, several offenses under RCW 9A.44 where a minor is the victim, promoting prostitution of a minor under RCW 9A.88, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the District to immediately terminate the contract.

**19. DEBARMENT / SUSPENSION**

See Section X for Debarment / Suspension Certification

**20. DELIVERY**

See Delivery Requirements in Section VIII, Specifications.

**21. EQUAL EMPLOYMENT**

Unless exempted by rules of the Secretary of Labor and issued to appropriate sections of Executive Order 11246, as amended by 11375, the Bidder agrees to supply District No. 356 a completed **“Equal Employment Opportunity Compliance Certificate”** if such is requested. The vendor agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or forms of compensation, selection for rendition of services.

**22. INSURANCE**

A Certificate of Insurance, naming the school district as an additional insured, must be provided by the successful bidder. Limits of the insurance certificate must be a minimum \$1,000,000 for product liability, \$1,000,000 for bodily injury each occurrence, and \$200,000 property damage. Limits of the Fidelity Bonding must be a minimum \$50,000. Each district may require bonding and insurance on a yearly basis. Failure to provide required bonding and insurance upon the district's request, may result in cancellation of the contract.

Proof of insurance, license & bonding shall be submitted in writing to each District as required. Central Valley School District will be: 19307 E. Cataldo, Spokane Valley WA 99016.

**23. JURISDICTION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained and venue shall be only in the courts of competent jurisdiction in Spokane County, Washington.

**24. LAW COMPLIANCE**

Bidder agrees to fully comply with all Federal, State, and local laws, orders, rules, regulations, and ordinances including, but not limited to, those relating to industrial insurance, unemployment compensation, social security, minimum wages, equal employment, safety standards and building codes, and the Bidder shall indemnify and save harmless the District for any claim liability or expense by reason of the failure of the Bidder or any of his/her subcontractors to comply with such laws, orders, rules, regulations, or ordinances.

**25. MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES**

Central Valley School District No. 356 encourages the participation of minority-owned and women-owned Business Enterprises in this Invitation to Bid.

**26. PAYMENT TERMS**

Payments are authorized by the Board of Directors as required by Washington State laws. Each district's schedule for approving payments are different. Allow 45 days from the date of approved project completion and invoicing for partial payment. Final payment will be made within 45 days of receipt of all supplies, delivery tickets, and correct invoices.

**27. PRE-BID CONFERENCE**

N/A

**28. PREMIUM PAYMENT VERIFICATION – DEPT. OF LABOR AND INDUSTRIES**

It is the responsibility of the Contractor to ensure Washington Department of Labor and Industries premiums are paid for both the Contractor and all sub-contractors under this contract. Unpaid premium payments are therefore the Contractor's responsibility, not the Owner's. Outlined below are the responsibilities of the Contractor in an effort to ensure all premium payments are in good standing prior to submitting a bid through the term of this contract, including final payment. Premium payment status is considered current as listed on the L&I website <https://fortress.wa.gov/lni/crpsi/>. No other sources will be accepted for verification if the contractor has industrial insurance with WA Dept. of L&I. L&I take full responsibility for the accuracy of the data on their website.

**BID DOCUMENT**

- The bidder shall include with his/her bid a completed L&I Premium Status – Contractor and Sub-Contractors form (see the form for more information) included in this document. The Owner has the right to declare a bidder not responsible and/or its bid non-responsive if it fails to include within its bid the print-offs required or if any of its

subcontractors are not current with L&I premium payments according to the L&I website as of the bid opening date or any day prior to award. If the bidder is self-insured this requirement may be waived.

**PRIOR TO CONTRACTING**

- For sub-contractors which are not current in premium payments to L&I and at the Owner's request for substitution, if the Contractor fails to submit an alternate Sub-Contractor who is current within four business days the Owner may deem the Contractor's bid as non-responsive and/or irresponsible.
- The Contractor shall notify all sub-contractors in writing that, at the Owner's request, the Contractor shall provide an alternate Sub-Contractor for any Sub-Contractor who is not current in premium payments to L&I after the award of the contract and prior to contracting.

**DURING COURSE OF CONTRACT**

- The Contractor shall notify all sub-contractors in writing that, at the Owner's request, the Contractor shall provide an alternate Sub-Contractor for any Sub-Contractor who is not current in premium payments to L&I during the contract period.
- The Contractor is required to submit to the Owner not less than once annually measured from the bid-submission deadline, to forward to the Owner print-offs from the L&I website (or electronically as a .pdf file to the Purchasing Manager's e-mail address) showing the Contractor and each of its sub-contractors is then current in L&I premium obligations.
- For sub-contractors which are not current in premium payments to L&I and at the Owner's request, if the Contractor fails to submit an alternate Sub-Contractor who is current within a reasonable amount of time (as defined by the Owner based on the type of work, length of project, etc.) the Owner may deem the Contractor to be in material breach of the Contract.

**COMPLETION OF CONTRACT**

- The Owner may withhold retainage and/or final payment until the Contractor submits a release and hold harmless covering itself and all subcontractors relative to L&I premium obligations. All signatures from the Contractor and Sub-Contractors must be on the same form.

**29. PREPARATION COSTS**

Costs incurred by Bidders in preparation of their proposal, including travel and personal expenses, may not be charged as an expense of performing the contract. Central Valley School District shall not pay for costs incurred for proposal or contract preparation as a result of termination of this bid or termination of the contract resulting from this bid.

**30. PROPOSALS DISCLOSURE**

All proposals and other material submitted become the property of the Central Valley School District, regardless of statements to the contrary. Do not submit a bid to the district if you do not wish ALL information to be considered public information. Central Valley School District reserves the right to use any ideas presented in response to this bid. Public records are open to reasonable inspection by the public.

**31. PROPOSER'S CERTIFICATION**

By signature on their bid, Proposers certify that; they have read this bid; are authorized to bind the Proposer; agree to furnish the requested supplies, equipment or services in accordance with this bid.

**32. PROTECTION OF MATERIALS AND EQUIPMENT**

The Contractor shall be held responsible for any and all materials and equipment under this contract.

### **33. QUESTIONS**

All questions must be in writing and directed to the issuing office. The interested party must confirm telephone conversations in writing. There are generally two types of questions. One involves directing the questioner to the specific section of the RFB where the answer may be found. The second type of question involves clarifying or interpreting parts of the RFB. Responses to these questions are provided to all potential Bidders by written addenda. Questions regarding bids or requests for additional bids packets should be directed to Darren King, Purchasing Agent, (509) 228-5476. Answers to questions to consultants or other district employees are non-binding unless followed up by an addendum from the Purchasing office.

### **34. RENEWAL**

Successful bidder(s) and the respective school district covenant agree that this contract may be renewed under the same terms and conditions of this contract at the option of each district for a period of one year up to two additional times after the initial contract, for a total period not to exceed three years.

### **35. REQUIRED LICENSES**

The Contractor shall have current Washington State licenses and be in good standing to be considered for this contract.

### **36. REQUIRED REVIEW**

Proposers shall carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defect and questionable or objectionable material must be made in writing and received by the purchasing agent at least five (5) days prior to the deadline for receipt of proposals. This will allow for issuance of any necessary amendments/addendums. It will also help prevent the opening of a defective solicitation and exposure of vendors bids upon which award could not be made. Protests based upon any omission error, or the content of the solicitation may be disallowed if not made in writing at least five (5) days prior to the deadline for receipt of bids. The District reserves the right to publish amendments/addendums at any time prior to bid opening. Check the Purchasing website at [www.cvsd.org/purchasing](http://www.cvsd.org/purchasing) under the BIDS section to check on any published addendums prior to submitting a bid.

### **37. SAVE HARMLESS**

Bidder agrees to protect and save harmless District No. 356 against all claims, suits, or proceeding for patent, trademark, copyright or franchise infringements and against any damage cost or liability for any injuries to persons or property arising from acts or omissions of the Bidder or his/her agents, any of which result from the purchase of goods or services from his/her Bid.

### **38. TERMINATION**

The District requires the Contractor to prohibit any of its employees who have ever been convicted of or plead guilty to any of the child-related felonies from working where s/he would have contact with public school children. Any failure to comply with this section (Washington State RCW 28A.400.330) shall be grounds for the District to immediately terminate the contract.

Contractor handling District business shall have a complete record check, including a fingerprint check through the Washington State Patrol and the Federal Bureau of Investigation, for any new employee who, in the course of the contract, may "have regularly scheduled unsupervised access to children". Failure to comply shall be grounds for the District to immediately terminate the contract.

Other than listed remedies such as under CONTRACT COMPLETION above, the Contractor agrees that upon default or breach of the contract or any terms or conditions therein and whether or not suit is

commenced by the District, that the Contractor shall pay the District all costs and expenses together with and including reasonable attorney's fees incurred by the District as a result of the Contractor's default or breach of contract.

In the event the Contractor breaches the terms or violates the conditions of the contract, and does not cure such breach or violation within ten (10) days after written notice by the District to the Contractor of the breach thereafter, or if the Contractor becomes bankrupt or insolvent or suffers an assignment for benefit of creditors, the District may immediately terminate the contract for default. Contractor shall be liable for any and all costs and damages incurred by the District as a result of such default. In addition, the District may in such events and in addition to all other remedies in law or equity available to the District and not by way of a limitation thereto procure substitute services elsewhere and recover damages and costs thereof.

The District may terminate this contract, in whole or in part, at any time by giving the Contractor seven (7) days written notice. The Contractor shall be paid its fees on supplies received up to the time of termination. The Contractor shall promptly submit to the District its final invoices to be paid to the Contractor.

**39. TOBACCO PROHIBITION**

Per legal reference RCW 28A.210.310, "The use of tobacco products on property owned or controlled by the Owner is prohibited." Failure to comply with this policy will result in exclusion from Owner's property.

END OF SECTION IV

**DISTRICT DROP INFORMATION (section V)**

**1. CENTRAL VALLEY**

Drop Number: 1	Drop Number: 2
Location Name: Central Valley High School	Location Name: University High School
Drops per Week: 2	Drops per Week: 2
Contact: Duane Smilden, Food Service Supervisor	Contact: Duane Smilden, Food Service Supervisor
Phone: (509) 228-5414	Phone: (509) 228-5414
Fax: (509) 228-5419	Fax: (509) 228-5419
E-Mail: <a href="mailto:dsmilden@cvsd.org">dsmilden@cvsd.org</a>	E-Mail: <a href="mailto:dsmilden@cvsd.org">dsmilden@cvsd.org</a>
Address:	Address:
821 S Sullivan	12420 E 32nd Avenue
Spokane Valley, WA 99037-9736	Spokane Valley, WA 99216
Drop Number: 3	Drop Number: 4
Location Name: Bowdish Middle School	Location Name: Evergreen Middle School
Drops per Week: 2	Drops per Week: 2
Contact: Duane Smilden, Food Service Supervisor	Contact: Duane Smilden, Food Service Supervisor
Phone: (509) 228-5414	Phone: (509) 228-5414
Fax: (509) 228-5419	Fax: (509) 228-5419
E-Mail: <a href="mailto:dsmilden@cvsd.org">dsmilden@cvsd.org</a>	E-Mail: <a href="mailto:dsmilden@cvsd.org">dsmilden@cvsd.org</a>
Address:	Address:
2109 S Skipworth	14221 E. 16th Avenue
Spokane Valley, WA 99206-5698	Spokane Valley, WA 99037-9654
Drop Number: 5	Drop Number: 6
Location Name: Greenacres Middle School	Location Name: Horizon Middle School
Drops per Week: 2	Drops per Week: 2
Contact: Duane Smilden, Food Service Supervisor	Contact: Duane Smilden, Food Service Supervisor
Phone: (509) 228-5414	Phone: (509) 228-5414
Fax: (509) 228-5419	Fax: (509) 228-5419
E-Mail: <a href="mailto:dsmilden@cvsd.org">dsmilden@cvsd.org</a>	E-Mail: <a href="mailto:dsmilden@cvsd.org">dsmilden@cvsd.org</a>
Address:	Address:
17409 E Sprague	701 N Pines Road
Spokane Valley, WA 99016-9315	Spokane Valley, WA 99206-5926
Drop Number: 7	
Location Name: North Pines Middle School	
Drops per Week: 2	
Contact: Duane Smilden, Food Service Supervisor	
Phone: (509) 228-5414	
Fax: (509) 228-5419	
E-Mail: <a href="mailto:dsmilden@cvsd.org">dsmilden@cvsd.org</a>	
Address:	
701 N Pines Road	
Spokane Valley, WA 99209-4995	

**2. CHENEY**

Drop Number: 1	Drop Number: 2
Location Name: Sunset Elementary	Location Name: Cheney Middle School
Drops per Week: 1	Drops per Week: 1
Contact: Denice Whittall, Food Service Director	Contact: Denice Whittall, Food Service Director
Phone: 509-559-4506	Phone: 509-559-4506
Fax: 509-559-4508	Fax: 509-559-4508
E-Mail: <a href="mailto:dwhittall@cheneydsd.org">dwhittall@cheneydsd.org</a>	E-Mail: <a href="mailto:dwhittall@cheneydsd.org">dwhittall@cheneydsd.org</a>
Address:	Address:
12824 W. 12th	2716 N. Sixth Street
Airway Heights, WA 99001	Cheney, WA 99004
Drop Number: 3	
Location Name: Cheney High School	
Drops per Week: 1	
Contact: Denice Whittall, Food Service Director	
Phone: 509-559-4506	
Fax: 509-559-4508	
E-Mail: <a href="mailto:dwhittall@cheneydsd.org">dwhittall@cheneydsd.org</a>	
Address:	
2716 N. Sixth Street	
Cheney , WA 99004	

**3. DEER PARK**

Drop Number: 1	Drop Number: 2
Location Name: Deer Park Elementary School	Location Name: Arcadia Elementary School
Drops per Week: 1	Drops per Week: 1
Contact: PEGGY RIEPER	Contact: PEGGY RIEPER
Phone: (509) 464-5536	Phone: (509) 464-5536
Fax: (509) 464-5544	Fax: (509) 464-5544
E-Mail: <a href="mailto:rieperp@deerpark.wednet.edu">rieperp@deerpark.wednet.edu</a>	E-Mail: <a href="mailto:rieperp@deerpark.wednet.edu">rieperp@deerpark.wednet.edu</a>
Address:	Address:
North 1500 "D" Street	East 1120 "D" Street
Deer Park, WA 99006	Deer Park, WA 99006
Drop Number: 3	Drop Number: 4
Location Name: Deer Park Middle School	Location Name: Deer Park High School
Drops per Week: 1	Drops per Week: 1
Contact: PEGGY RIEPER	Contact: PEGGY RIEPER
Phone: (509) 464-5536	Phone: (509) 464-5536
Fax: (509) 464-5544	Fax: (509) 464-5544
E-Mail: <a href="mailto:rieperp@deerpark.wednet.edu">rieperp@deerpark.wednet.edu</a>	E-Mail: <a href="mailto:rieperp@deerpark.wednet.edu">rieperp@deerpark.wednet.edu</a>
Address:	Address:
South 347 Colville Street	South 800 Weber
Deer Park, WA 99006	Deer Park, WA 99006

**4. EAST VALLEY**

Total Number of Drops: 8 – All schools in District
Drops per Week High and Middle Schools: 2
Drops per Week Elementary Schools: 1
Contact: Denita Mehlbrech
Phone: 509-241-5018
Fax: 509-241-3222
E-Mail: <a href="mailto:mehlbrechd@evsd.org">mehlbrechd@evsd.org</a>

**5. FREEMAN**

Drop Number: 1
Location Name: Freeman Elementary School
Drops per Week: 1
Contact: Raeann Ducar
Phone: 509-291-7510
Fax: 509-291-3636
E-Mail: <a href="mailto:rducar@freemansd.org">rducar@freemansd.org</a>
Address: South 14917 Jackson Road
Freeman, WA 99030

**6. MEAD**

Total Number of Drops: 12 in School District
Drops per Week: 2
Contact: Cathie Abbott
Phone: 509-465-7673
Fax: 509-465-7665
E-Mail: <a href="mailto:cabbott@mead.k12.wa.us">cabbott@mead.k12.wa.us</a>

**7. NEWPORT**

Drop Number: 1	Drop Number: 2
Location Name: Newport High School	Location Name: Sadie Halstead Middle School
Drops per Week: 1	Drops per Week: 1
Contact: Judy Henshaw	Contact: Judy Henshaw
Phone: 509-447-3567. Ext. 1512	Phone: 509-447-3567. Ext. 1512
Fax: 509-447-2553	Fax: 509-447-2553
E-Mail: <a href="mailto:henshaw@newport.wednet.edu">henshaw@newport.wednet.edu</a>	E-Mail: <a href="mailto:henshaw@newport.wednet.edu">henshaw@newport.wednet.edu</a>
Address: 1400 West 5 <sup>th</sup> Street, Newport, WA	Address: 331 South Calispel, Newport, WA
Drop Number: 3	
Location Name: Stratton Elementary	
Drops per Week: 1	
Contact: Judy Henshaw	
Phone: 509-447-3567. Ext. 1512	
Fax: 509-447-2553	
E-Mail: <a href="mailto:henshaw@newport.wednet.edu">henshaw@newport.wednet.edu</a>	
Address: 1201 West 5 <sup>th</sup> Street, Newport, WA	

**8. NINE MILE FALLS**

Drop Number: 1
Location Name: Lakeside High School
Drops per Week: 1
Contact: Floyd Smith
Phone: (509) 340-4306
Fax: (509) 340-4301
E-Mail: <a href="mailto:fsmith@9mile.org">fsmith@9mile.org</a>
Address:
5909 Hwy 291
Nine Mile Falls, WA 99026

**9. WEST VALLEY**

Drops per District: 4 to 6
Drops per Week: 2
Contact: Brian Liberg
Phone: 509-232-6092
Fax: 509-922-5484
E-Mail: <a href="mailto:Brian.liberg@wvvsd.com">Brian.liberg@wvvsd.com</a>

END OF SECTION V

**SUPPLEMENTARY CONDITIONS (section VI)**

**1. CONTRACTOR RESPONSIBILITY**

- A. Supply consumable bakery products safely and in a timely manner as described in this RFB.
- B. Notify the Owner in a timely manner in the event the delivery schedule cannot be met.

**2. USE OF OWNER'S PROPERTY**

- A. Access to areas beyond actual work area is denied, except where absolutely necessary and with specific approval only.

**3. SAFETY PRECAUTIONS**

- A. Comply with all applicable laws, ordinances, rules and regulations of any public authority for the safety of persons and property
- B. In any emergency affecting safety of persons or property, Contractor shall act, at his/her discretion, to prevent threatened injury, damage, or loss.

**4. UNACCEPTABLE SUPPLIES**

- A. Unacceptable supplies shall be reported to the Contractor for the Contractor to replace with acceptable product at the Contractor's expense.

END OF SECTION VI

**USE OF OWNERS FACILITIES (section VII)**

**1. GENERAL**

- A. Smoking is not allowed on any School District property.

**2. RESTROOMS AND DRINKING FOUNTAINS**

- A. Restrooms and drinking fountains are available at each site for use by Contractor employees. Contact custodian to arrange for usage.
- B. Contractor must clean up after himself.

**3. TRASH REMOVAL**

- A. Contractor shall collect and legally dispose of all trash resulting from his deliveries.

**4. DRIVING ON SCHOOL GROUNDS**

- A. Avoid driving in the school playground areas at any time if it is practical to park on the street or in another area to make deliveries.
- B. Do not drive in playground areas in which children are playing.
- C. Do not, under any circumstances, back trucks during the school day across any school property where children might be present unless you are assisted by an adult flagman.
- D. Be especially cautious at all times when driving anywhere near school buildings out of which youngsters may suddenly and unexpectedly run.
- E. If assistance is needed to locate a safe or proper unloading area at a school, please consult someone in the principal's office of the school building.

END OF SECTION VII

**SPECIFICATIONS (section VIII)**

**1. QUANTITIES AND DELIVERY**

All locations are to be served with bread products, as ordered, between the hours of 7:00 a.m. and 9:30 a.m. Earlier morning or afternoon deliveries in some locations may be arranged at the discretion of the individual district. **Cheney School District requests delivery before 6:00 a.m.** Orders for each school's requirements will be available to the vendor not later than the day prior to required delivery. All bread is to be delivered within twelve hours from time of baking. Orders will be placed by fax.

**2. GENERAL SPECIFICATIONS**

All bread and other materials are to be manufactured in a plant properly constructed and operated by sanitary methods, said plant to merit a rating as prescribed and approved by the Spokane Department of Health and Sanitation. Plant to be subject to inspections by the Board of Directors or any authorized agent.

All bakery products shall be of best commercial grade and breads and buns to be made with enriched flour or enriched yeast or a combination of the two as recommended by the Committee of Foods and Nutrition of the National Research Council.

All products shall be allergen free. All products shall be nut free.

All products provided are to be fresh, just baked and shall have a shelf life which is standard to the industry for that specific product. Product with "short" shelf life, stale product, distressed product, damaged product, product removed from retail accounts, etc. is not acceptable.

**3. NUTRITIONAL ANALYSIS**

Nutritional analysis is needed to meet Federal requirements. A complete nutritional analysis form for **each** baked product must be submitted with your quotation.

**4. NUTRITIONAL LABELING**

Items shall contain nutritional labeling on all packages and must identify all ingredients contained in bakery products.

**5. PACKAGING**

Items shall be packed in plastic bags and must not contain any type of wire twist tie closure. All packages shall be **closed** with color coded **TAG** to indicate the date it was baked.

**6. PRODUCT SUBSTITUTIONS**

Product substitutions are not permitted without prior approval of the Food Service Supervisor or their representative and will be considered a violation of contract terms and conditions. Unauthorized product substitutions will be rejected. In the event a substitute product is delivered, the contractor is required to replace the substitute with the correct contract product within 24 hours after notice of rejection. The replacement period may be extended at the discretion of the Food Service Supervisor. Repeated product substitution is considered a violation of contract terms & conditions and may result in contract cancellation.

## **7. INSPECTION**

Inspection at the time of delivery is for the sole purpose of identification. Such inspection shall not constitute final acceptance. All deliveries are subject to a final inspection for the purpose of verifying specified quality and quantity within a reasonable amount of time after receipt at destination.

Under no circumstances shall contract items be “dropped off” or “left on the dock” unacknowledged by the institution. At the time of delivery, it is the contractor’s responsibility to have the delivery checked, inspected, shortages identified and the delivery receipt/invoice signed by a designated institution representative. Payment will not be made to the contractor without a signed delivery receipt/invoice.

The district also reserves the right to inspect contractor delivery vehicles for cleanliness and security precautions. Unsatisfactory conditions will be reported to appropriate state or county authorities and the purchasing agent. The resolution of any unsatisfactory condition will be documented in the contract file and vendor file. An unresolved condition will be reviewed for default. The district also reserves the right to request either USDA, Department of Agriculture (DOA) or independent tester to inspect, sample or test any contract item of questionable quality or freshness at the contractor’s expense. This action is coordinated through the contract administrator and agency contract representative.

## **8. REJECTION**

The District reserves the right to, (1) reject any bakery item of questionable quality or freshness, (2) reject any unauthorized substitutions, or (3) reject any unauthorized delivery. It is the responsibility of the contractor to promptly issue a credit to the district for any rejected product.

## **9. REPLACEMENT**

If a purchaser rejects an item for not meeting the quality or freshness specification, the contractor is required to replace the item(s) within 24 hours of rejection. All items rejected at the time of delivery will be picked up by the contractor within twenty four (24) hours of delivery. All pickups of rejected items will be coordinated, scheduled and authorized by a designated representative. Any cost incurred by the institution as a result of this process will be at the expense of the Contractor.

## **10. WORK STOPPAGE**

In the event of work stoppage, it shall be the responsibility of the supplier to subcontract the required bakery needs under the same terms and conditions and specifications herein. Should we be required to procure product elsewhere due to failure of the successful supplier to provide product as specified, supplier shall be liable for any additional costs incurred by the participating school districts.

## **11. SAMPLES**

In some cases, samples will be requested to be furnished by bidder at no charge to the District to determine acceptability of an item. All samples with a value in excess of \$10 will either be returned or purchased by the District.

## **12. SUBCONTRACTING**

Subcontracting is permissible only with written permission from participating districts; however, invoices and statements for payment will be honored only from the firm who has received the award of the contract.

**13. DELIVERY REQUIREMENTS**

Deliveries must be properly identified with delivery ticket(s) designating contract item numbers and quantities. All supplies are subject to inspection and acceptance by District personnel before final payment. All delivery tickets must be signed as received by authorized school district staff. All prices must be as bid for products as specified FOB Destination freight prepaid and included, as needed, to each individual school as listed on the accompanying pages.

Each school district may have a different number of drops within their district and drops required one or more times per week. These requirements are listed by district. Bid accordingly.

**14. MINIMUM DELIVERY**

For school districts with one drop there is no minimum delivery amount. Districts with more than one drop, the minimum order shall be one-hundred dollars. Orders that are placed over one-hundred dollars but become less than one-hundred dollars because the vendor has back-ordered items will not have a minimum delivery amount.

**15. ORDER PLACEMENT**

Orders will be placed by fax.

**16. RENEWAL**

This contract may be renewed at the sole option of each participating school district in one-year increments an additional two time, through the 2009-10 school year.

END OF SECTION VIII

**ESTIMATED 2007/08 PURCHASES IN DOLLARS (\$) BASED ON CURRENT PRICES (section IX)**

The estimated purchase, in dollars, for each district for the 2007-2008 school year is based on current prices and current levels of purchase and is listed as a separate tab on the bid form spreadsheet.

We do not foresee much variance unless drastic unexpected changes occur in the Food Service program.

END OF SECTION IX

**DEBARMENT CERTIFICATION (section X)**

**NUTRITION SERVICES VENDOR  
USDA CERTIFICATION REGARDING DEBARMENT**

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Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion-Lower Tier Covered Transactions

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**This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

---

PR/Award Number or Project Name

---

Signature

---

Date

**BID PROPOSAL (section XI)**

Having carefully read and understood all sections of this bid, I/we agree to provide all supplies at the unit price bid for each item. Do not include sales tax. Complete all areas on this form.

<u>Description</u>	<u>Price</u>
<b>BASE BIDS by District</b>	
From the Bid Form, the total amount bid for each district is the total of all estimated quantities times the bid amount. This amount is used for confirmation and will not be the actual order amount.	
1. Total for Central Valley School District	\$ _____
2. Total for Cheney School District	\$ _____
3. Total for Deer Park School District	\$ _____
4. Total for East Valley School District	\$ _____
5. Total for Freeman School District	\$ _____
6. Total for Mead School District	\$ _____
7. Total for Newport School District	\$ _____
8. Total for Nine Mile Falls School District	\$ _____
9. Total for West Valley Falls School District	\$ _____

**ADDENDA**

**10. Acknowledgement Receipt of Addenda Number...(if any)**  
 (Check our website for addenda at <http://www.cvsd.org/purchasing.asp> in the BIDS area prior to submitting a bid.)

**REMINDER:**  
**See the Call for Bids (section II on Page 5) for required documents with your bid.**

Respectfully submitted,

\_\_\_\_\_

COMPANY NAME

\_\_\_\_\_

WA UBI #      WA CONTRACTOR'S LICENSE #

\_\_\_\_\_

WA ST. DEPT. OF L&I REGISTRATION #

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

CITY                      STATE                      ZIP

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

PRINT OR TYPE NAME                      TITLE

\_\_\_\_\_

PHONE                      FAX

\_\_\_\_\_

E-MAIL ADDRESS                      CELL PHONE

**QUOTER:** Make and retain a copy of this document for your records.

RETURN IN A SEALED ENVELOPE NO LATER THAN:

**2:00 PM, May 29, 2007**

VIA MAIL OR HAND DELIVERY TO THE FRONT DESK ONLY

TO: CENTRAL VALLEY SCHOOL DISTRICT NO. 356  
 ATTN: DARREN KING, PURCHASING  
 East 19307 Cataldo  
 Spokane Valley, WA 99016

Mark Envelope: **"COOPERATIVE BAKERY BID,  
 Bid 367-07-02-B"**

END OF SECTION XI

**ATTACHMENT A (section XII) – CVSD SAMPLE CONTRACT**

**CONTRACT FOR SUPPLIES**

THIS CONTRACT, number 367-07-02-B, entered into on this date as specified on the signature page, by and between Central Valley School District #356 hereinafter called the "Owner" and XXX, hereinafter called the "Vendor".

**WITNESS**

In consideration of the mutual covenants existing between the parties, and the further consideration specifically set forth herein, the parties agree as follows:

**ARTICLE I, STATEMENT OF AGREEMENT**

The Vendor shall furnish supplies and services as described in the Request for Quotation documents as prepared by the Owner: COOPERATIVE BAKERY BID 2007-08, Bid 367-07-02-B.

**ARTICLE II, THE CONTRACT PRICE**

The Owner shall pay, or provide for payments on their behalf, the Vendor in current funds up to XXX Thousand and 00/100, \$XX,XXX, for supplies purchased under this contract by written purchase order or by the Owner's MasterCard, plus Washington State sales tax. Orders shall follow, and be authorized by Duane Smilden or his assigned representatives as indicated in writing by Mr. Smilden, throughout the school year.

**ARTICLE III, CONTRACT EXPIRATION DATE**

The Vendor agrees that supplies under this contract shall be received on or before August 31, 2008.

**ARTICLE IV, PAYMENT FOR SUPPLIES**

Payment will be provided under the terms of the quotation document. A purchase order will be issued in addition to this contract as a way to track payments and therefore all terms and conditions of the quotation will apply. Reference the purchase order number on all invoices.

**ARTICLE V, CONTRACT DOCUMENTS**

The Contract Documents shall consist of the following component parts: this instrument and Request for Quotation packet 367-07-02-B. It is expressly agreed that this written instrument and the other documents set forth in this Article and attached hereto, and which are made a part hereof as fully as if they were set forth at length herein, embody the entire Contract between the parties; and, no verbal alternatives or variations shall be binding on the parties or create any obligations or liabilities not set form or provided for herein.

## **ARTICLE VI, GENERAL CONDITIONS**

### **1. Specifications and Related Data**

#### **A. Contract Documents**

The Contract Documents shall include those enumerated in Article V above. The intent of the Contract Document is that the Vendor shall furnish supplies as ordered by the Owner's representative. The Contract Documents shall be signed by the Owner and the Vendor, each shall retain a copy.

### **2. Owner and Vendor Relationship**

#### **A. Separate Purchases**

The Owner reserves the right to purchase other similar supplies from other companies.

#### **B. Owner's Right to Obtain Supplies**

The Owner, without prejudice to any other right or remedy s/he may have, shall have the right to obtain supplies from other sources and charge back the difference in cost of supplies in the event the Vendor fails to perform the contract as stated in the Request for Quotation documents. A prerequisite of such action by the Owner shall be one (1) day written notice to the Vendor. The amount charged to the Vendor may be deducted from payments then and thereafter due the Vendor.

#### **C. Owner's Right to Terminate Contract**

The District requires the Vendor to prohibit any of its employees who have ever been convicted or plead guilty of any of the child-related felonies from working where s/he would have contact with public school children. Any failure to comply with this section(Washington State RCW 28A.400.330) shall be grounds for the District to immediately terminate the Contract.

In the event of any default by the Vendor, the Owner, without prejudice to any other right or remedy s/he may have, shall have the right to terminate the employment of the Vendor after giving the Vendor seven (7) days written notice. Such notice of termination shall be subsequent to default by the Vendor. It shall be considered default by the Vendor whenever s/he shall:

- 1) Declare bankruptcy, become insolvent, or assign his/her assets for the benefit of his/her creditors.
- 2) Violate or disregard important provisions of the Contract or instructions from the Owner.
- 3) Fail to supply product according to the bid documents, including amendments and/or modifications thereof.

- 4) Fail to pick up and/or credit defective or returned supplies.

Upon termination, the Owner may short-pay any remaining invoices to make adjustments for the failure to provide supplies in accordance with the bid documents. If such amount owed to the Owner exceeds the unpaid balance, the Vendor shall pay the difference to the Owner within 30 days.

3. Insurance and Protection

The Vendor shall secure and maintain Public Liability, Bodily Injury (including death), and Property Damage insurance coverage, in the amount required by law. Certificates of such insurance shall be filed with the Owner before supplying any products under this Contract.

4. Payments

A. Method of Payment

Payments shall be made in accordance with Article IV of the Contract. The payment of the final amount owing the Vendor shall constitute a waiver of all claims by the Owner except:

- 1) Claims arising from supplies.
- 2) Claims arising by virtue of any special guarantee specified in the Contract.
- 3) Claims of the Owner previously made against the Vendor, but as yet unsettled.

B. Payment Withheld

- 1) As stated in the Request for Quotation documents.

END OF SECTION XII

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first above written.

<b>CENTRAL VALLEY SCHOOL DISTRICT, #356</b>	
WITNESS	OWNER
_____	_____
<u>DARREN KING,</u> <u>PURCHASING MANAGER</u>	<u>JANICE R. HUTTON,</u> <u>EXECUTIVE DIRECTOR OF FINANCE</u>

<b>CONTRACTOR</b>	
Signature _____	Date _____
<u>XXXXXXXXXXXXXXXXXXXXXXX</u>	