

TERMS AND CONDITIONS

46. **Insurance Requirements:** The vendor, 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.

<u>COVERAGE</u>	<u>MINIMUM LIMITS</u>
General Aggregate	\$2,000,000 (annual)
General Liability	\$1,000,000 per occurrence
Products/completed Operation	\$1,000,000 aggregate
Automobile Liability (Combined Single Limit)	\$1,000,000 each occurrence
Personal and Advertisement Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Rented Remises/Fire Damage	\$300,000
Medical Expense (per person)	\$5,000 each occurrence

Prior to commencement of performance of this Agreement, the Vendor shall furnish to the District a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming Poway Unified 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 Vendor/Contractor.

47. **Worker's Compensation:** The Vendor 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 vendor must provide proof of Workers' Compensation insurance prior to the effective date of this agreement.
48. **Certification Regarding Suspension and Debarment, Lobbying:** Contractors 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 Vendors 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 Vendor 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 Contractor 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. **Pre-Award Meeting:** The apparent low responsive and responsible Vendor 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 conference will be to discuss and evaluate the Vendor'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 Vendor 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 Vendor to successfully service this Contract in accordance with the requirements shall be final.
50. **Contract Progress Meeting:** The successful Vendor 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 Vendor of how the District assesses the Vendor's performance under this agreement/contract. Additionally, the Vendor shall appraise the District of any operational problems being experienced.

SPECIFICATIONS/CONTRACT SCOPE

14. **Processed Food Registration:** California Health and Safety Code Section 110460, et seq. requires all businesses engaged in the manufacturing, packing, labeling, or holding (warehousing) of processed food products in this state to register annually with CDHS-FDB. Certification and registration by the California Department of Health Services, Food and Drug Branch is required of all vendors. Submit a copy of this certification with the bid in order for your items to be considered for award.
15. **California Leafy Green Products Handler Marketing Agreement (LGMA):** Vendor shall use suppliers who have been accepted by the LGMA for lettuce, spinach, and other leafy greens products. Products covered under the LGMA agreement include iceberg lettuce, green leaf lettuce, romaine lettuce, cabbage, and spinach. The LGMA program operates with oversight from the California Department of Food and Agriculture. Information regarding the LGMA can be found at <http://www.caleafygreens.ca.gov>.
16. **National School Lunch Program Requirements:** When information regarding the National School Lunch and School Breakfast Programs are requested in the following specification, refer to the Food Buying Guide for Child Nutrition Program (Program Aid Number 1331, November 2001, updated in 2008 by FNS of "USDA" to determine the meal requirements and equivalents met by each food item.
17. **Nutrition Policy:** The District requires that all food items have only the minimum amount of sodium, fat, sugar, and/or additives that are necessary for food preservation and safety, while still providing a product with good flavor, texture, and palatability. Vendor must state, in the place provided at the beginning of **Section A**, all or any chemical or other material either added to, or used in the processing of, any produce item listed in this section.

No processed foods shall contain artificial Trans fat unless the manufacturer's documentation or the label required on the food, pursuant to applicable federal and state law, lists the Trans fat as less than 0.5 gram per serving.

18. **Nutritional Information:** The Food and Nutrition Department uses a computer software program to analyze the nutrient content of student meals. The Vendor will therefore be required to provide specification sheets, nutritional analysis, Child Nutrition Label (if applicable), and ingredient statements as required. The nutritional information should include but not be limited to: weight, calories, moisture, carbohydrate, protein, total fat, saturated fat, Trans fats, cholesterol, ash, sodium, iron, calcium, vitamin A, vitamin C, vitamin D, fiber, sugar, thiamin, riboflavin, niacin, vitamin B6, and folic acid. Nutrient information shall be obtained from an independent laboratory report.
19. **Department of Defense (DOD) Produce:** The District reserves the right to participate in the DOD Fresh Fruit and Vegetable Program. When such purchases are deemed to be in the District's best interest, the Department will procure selected DOD produce items through the regular offering process sponsored by the California Department of Education, Food Distribution Program.
20. **Harvest of the Month Program:** The Food and Nutrition Department plans to implement a Harvest of the Month Program to feature a different fruit or vegetable monthly for marketing promotions. The featured fruit or vegetable will be identified and communicated with the vendor each month so that the most economical and freshness produce can be purchased.
21. **Farm to School Program:** The District reserves the right to develop quotations for unprocessed locally grown and locally raised fruits and vegetables. Purchases of locally grown fruits and vegetables will only be made if quotations reveal that prices of locally grown items are favorable to the District.
22. **Definition of Local:** Locally grown refers to fresh fruits and vegetables, that are grown or produced within a certain geographical area. For the purpose of this agreement, local produce are grown within the following regions, which are listed in descending order of preference:
 - San Diego Local Community Farmers within 25 miles of County line (California grown)
 - Southern California Local Farmers within 200 miles of District (California grown)
 - Regional Farmers within the State of California