

Gold Star Foods

32. Small, Minority, Women, and Disabled Veteran Business Enterprises. The District encourage responds to engage with small, minority, women, and disabled veteran owned business enterprises. The District reserves the right to award a contract to the lowest and best priced respondent that meets or exceeds the minimum requirements.

33. Proposal Withdrawal. Proposals may be withdrawn by the Respondent prior to the time fixed for opening of the Proposal and may not be withdrawn for a period of ninety (90) days after the opening of the Proposal. A successful Respondent shall not be relieved of the bid submitted without the consent of the District, or Respondent's recourse to public Contract Code Sections 5100 et. seq.

34. Award of Proposal: Award of this bid shall be made to the responsive and responsible Respondent(s) who has the lowest and best price per bid proposal schedule. A Respondent(s) must be able to deliver the items within the required delivery date in order to be declared a responsive and responsible Respondent. Unsolicited items or services offered as part of the RFP response will not be evaluated or considered in the award process. The District reserves the right to reject any or all proposals, in whole or in part, to make an award, or multiple awards, and to be the sole judge of the responsiveness and qualification of all proposals.

35. Solicitation Protest Procedures: A Respondent may file a protest if the award is not in compliance with law or Board policy. A protest must be filed in writing with the Owner's Purchasing Department within three (3) working days after notification of the contract award and shall include all documents supporting or justifying the protest. An e-mail address shall be provided and, by filing the protest, the protesting Respondent consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based. A Respondent's failure to file the protest documents in a timely manner (3-days) shall constitute a waiver of the protesting Respondent's right to protest the award of the contract.

a. Resolution of Proposal Controversy: Once the proposal protest is received, the apparent lowest responsible Respondent will be notified of the protest and the evidence presented. If appropriate, the apparent low Respondent will be given an opportunity to rebut the evidence and present evidence that the apparent low Respondent should be allowed to provide the services. If deemed appropriate by the Owner, an informal hearing will be held. Owner will issue a written decision within fifteen (15) days of receipt of the protest unless factors beyond the Owner's reasonable control prevent such resolution. The Decision on the Bid Protest will be copied to all parties involved in the protest.

b. Finality. The decision made by the District concerning the Proposal controversy will be final and not subject to any further Appeals.

c. Failure to comply with this Proposal Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting Vendor's administrative remedies.

36. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts, there be no discrimination 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 Respondent agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735.

37. Sanitation. All products shall be produced and handled in accordance with the best sanitary practices. Employees and equipment shall meet state and county health department requirements to assure clean, sound, and sanitary products. A copy of the Respondent's Hazard Analysis Critical Control Point (HACCP) program must be submitted with your proposal and inserted in **TAB 7**. Health inspection report required. Third party inspection of facility is recommended. (Only if pertaining to food.)

38. Piggyback Clause. For the term of the Contract and any mutually agreed extensions, pursuant to the request of this proposal, and at the option of the Respondent, other entities are authorized to piggyback on this proposal. Any southern California school district residing in Los Angeles, Orange, Riverside, or San Bernardino Counties may request to piggyback at the same price and upon the same terms and conditions pursuant to Public Contract Code §20118 (K-12).

The Hawthorne School District waives its right to require such other districts to draw their warrants in the favor of the District as provided in said Code sections. Acceptance or rejection of this clause will not affect the outcome of this bid.

PIGGYBACK OPTION GRANTED. _____ (sign)

or

PIGGYBACK OPTION NOT GRANTED. _____ (Sign)

Victor's Market

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PIGGYBACK OPTION GRANTED.

 _____ (sign)

or

PIGGYBACK OPTION NOT GRANTED.

_____ (Sign)

Driftwood Dairy, Inc.

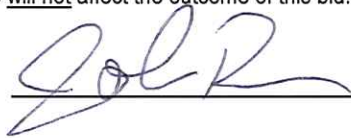
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