

INSTRUCTIONS / INFORMATION FOR BIDDERS

1. PREPARATIONS AND SUBMISSION OF BID:

Bids must be presented on the form included in the Contract Documents and must be submitted at such time and place as is stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his/her bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

There is only one (1) bid package numbered **WSH14-09B** for this project.

2. ERASURES, INCONSISTENT OR ILLEGIBLE BIDS:

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the District determines that any bid is unintelligible, inconsistent or ambiguous, the District may reject such bid as not being responsive to the invitation to bid.

3. MODIFICATIONS:

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form that is not specifically called for in the Contract Documents may result in the District's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.

4. SIGNATURE:

The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder.

5. GOVERNMENT CODE:

Pursuant to Government Code (Section 4330 – 4334 inclusive) prices, fitness and quality being equal, preference shall be given to supplies grown, manufactured or produced in the State of California.

All products must comply with the U.S. Pure Food and Drug Act, California Department of Agriculture Requirements, Safety Orders of the California Division of Industrial Safety and Ordinances of the City of Santa Clarita.

6. PRICES:

Prices/quotations must be firm and shall be in effect for a period of 90 days from the date of bid opening. Upon award, prices will be in effect for the term of the Contract. Quoted prices must include all delivery charges. DO NOT INCLUDE SALES OR EXCISE TAXES in the bid price.

Bid prices that are subject to increase for each period shall be based upon percentage increase or decrease in the annual Consumer Price Index (C.P.I.) for all urban consumers for the Los Angeles/Riverside/Orange County area. The adjustments to the contract rate (prices) schedule, if any, shall be evaluated by using the percentage of change between the previous year and the current year's C.P.I. published by the U.S. Department of Labor's Bureau of Labor Statistics. The specific index to be reviewed is the C.P.I. for Los Angeles/Riverside/Orange County California.

All requests for rate adjustments must be requested by the Contractor in writing to the Director of Food Services no later than sixty (60) days prior to the end of each annual contract period. An explanation citing the rationale for price increase must be included in such correspondence.

It is expressly understood that rate increases are not automatic nor guaranteed. Contractor's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The District reserves the right to reject any such request and re-bid and/or cancel said contract within the provisions of the existing agreement. All increases are subject to negotiation between the Contractor and the District. In the event of a general prices decrease, the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

The District reserves the right to accept government donated commodities as they are offered. The acceptance of commodities may affect the quantity purchased.

7. PERMITS AND LICENSES:

The Contractor and all of his employees and agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed.

8. TERM QUANTITIES:

This is a term, indefinite quantity proposal request. Unless otherwise specified herein, deliveries will be required and, at times, as ordered during the period of the Contract. Estimated quantities are approximate only. The right is reserved to purchase any greater or lesser quantity, as the interests of the District may dictate, provided however, the Contractor will not be required to furnish a quantity over twenty-five percent (25%) in excess of an estimate.

9. FAILURE TO DELIVER:

When Contractor fails to deliver product or service of the quality, in the manner or within the time called for by the Contract, such product or service may be purchased from any source by the District and if greater in price than that named in the Contract, the excess price will be charged to and collected from the Contractor or sureties on his bond will be required.

10. PAYMENT:

Payment will be made only to the Contractor name as it appears on a properly executed W9 form and will not be made on partial shipments unless authorized in writing by the Director of Food Services. All cash discount (prompt payment terms) shall be taken and computed from the date of acceptance of material or the date of receipt of invoice, whichever is later.

11. CASH DISCOUNTS

Cash discounts will be taken into consideration in determining the low bid under the following conditions:

- a) Discounts, if offered, must be for at least a 30 day period from receipt of products or services. This does not preclude Contractor from offering discounts for lesser periods to expedite payment.
- b) The discount period will start upon date of completion of delivery of all items on any or other authorization certified by the District or upon date of receipt of properly submitted invoice pertaining to such delivery, whichever is later.
- c) Payment is deemed to be made for the purpose of earning discount on the date of mailing the District's warrant or check.

12. DELIVERIES:

All items ordered under this Contract shall be delivered directly to our school site locations. See Exhibit A, School Site Address List, for school names, and addresses. Contractor shall deliver two (2) times weekly to all sites. Deliveries shall be made between 6:00AM and 12PM on the scheduled delivery day.

The District reserves the right to make additions to or deletions from the list of School Site Address list and to revise the delivery times and dates as required. These changes will be communicated to Contractor in writing fifteen (15) days in advance of the change being implemented.

Contractor's representatives driving motor vehicles on school grounds will use extreme caution during times when school is in session. Driver's entering or leaving school premises when school is not in session will be required to lock any gate or door to which they have access. Any unusual conditions noted by the Contractor's employee (vandalism, fire, water damage) should be reported to their immediate supervisor. The Supervisor shall contact Director of Food Services at 661/222-1220 during business hours to report any such occurrence.

All products must be delivered in properly insulated mechanical or thermostatic temperature controlled refrigeration equipment, and must be delivered inside school site designated building. Delivery must not be left on the floor. Deliveries must never be left outdoors unattended.

Each delivery must be accompanied by a legible delivery receipt. Receipts are to include: product identification, unit price, price extension and total price. Sufficient time must be allowed at time of delivery for adequate inspection of product. The District reserves the right to reject products delivered in error, not delivered according to specifications or of substandard quality.

Contractor shall be responsible for all costs associated with delivery including drayage, freight, packaging, pallets and handling. No charges for the preceding will be allowed nor paid by the District.

Service levels during District holidays and vacations will be at reduced levels. Prior to any such reduction, the Director of Food Services will contact the Contractor to arrange for reduced service.

Contractor shall maintain service and delivery of the products required in the event of a major disaster either at the school sites or the contractor's place of business.

13. SAMPLES:

The District reserves the right to request samples of products prior to award of the Contract. Submitted sample will be assumed to be exactly what bidder proposes to furnish, upon award of a contract, unless otherwise clearly indicated by bidder. Each sample shall be plainly marked in durable manner with the name of the bidder, the bid package number and the item number.

Products offered as equal to District sample must fully conform thereto: said District samples may be inspected at the place designated by the District.

Samples shall not be included with the bid package submittal.

14. BRAND NAME:

Where brand names and models of their "equal" are identified, such reference is not intended to be restrictive but is for the sole purpose of indicating to prospective bidders a description of the articles required. Bids on alternate or substitute items will be considered, provided the bid clearly describes the substitutes offered, and they are equal to the specified item in quality, utility and performance. A sample thereof shall be submitted only when requested to do so. The sample shall be furnished free of cost to the district. It is understood that the bidder is bidding upon the identical item specified, unless the bid states specifically in the space provided, the brand or model he offers as the equal of the one specified.

15. FLAVORS:

Bidders to provide all flavors available at time of bid. New flavors that become available during contract term must be approved by the Director of Food Services prior to being offered to delivery sites. Failure to obtain prior approval will result in non-payment for unapproved items.

16. SUBSTITUTION:

The awarded contract will not allow for product substitution without prior written authorization by the Director of Food Services. If during the course of the contract, there is a manufacturer's brand change or reformulation of any product, the Contractor representative shall submit specifications, formulation statement, nutrition facts and/or a sample to the Director of Food Services for approval prior to any future shipments. If the new brand is accepted, all other terms, conditions and prices shall remain in effect.

17. BREAD REQUIREMENTS:

All bread products must be delivered in clean, covered boxes or in appropriate racks. Bread racks must be in a condition acceptable to the District and sanitized regularly.

Each loaf of bread must be individually wrapped or sacked and tied or closed with a color-coded closure to indicate fresh date. Buns and rolls must be appropriately wrapped or bagged in a unitized manner. All products shall be freshly baked within the immediate twenty-four (24) hour period prior to delivery. Contractor shall make the date code available to the District.

All bread products shall meet the minimum servicing size(s) of grains/breads required by the National School Meal Program as established by the USDA Food and Nutrition Service and must meet the Food and Drug Administration's requirements for the standards of identity of bakery products (21 Code of Federal Regulations Part 136 & Part 137).

Federal regulations require only domestic products are to be purchased for use in National School Meal Programs. This requirement will be strictly adhered to. Any bidder intending to provide products produced or grown in a foreign country must include this information on their price sheet. Failure to include this information may result in product rejection at the contractor's expense. (See Title 7 of the Code of Federal Regulations, Section 210.21(d).

18. SAFETY AND SANITATION:

Contractor employees, equipment and manufacturing plant shall meet state and county health department requirements to assure clean, sound and sanitary product handled in accordance with HACCP.

Food Services staff will only receive product that meets all food safety and sanitation requirements. Therefore, the Food Services staff may at any time:

- a) Inspect delivery trucks for any signs of contamination
- b) Check all expiration and best if used by dates
- c) Use thermometers to verify temperatures
- d) Reject unacceptable items

The Contractor's employees, equipment and storage facilities must meet all federal, state, county and city health code requirements. Proof of current compliance must be in public view at the Contractor's facility. Upon request, the Contractor must provide documents supporting routine pest control maintenance of all facilities, both stationary and mobile, by a

certified pest control operator. Inspection of Contractors warehousing facilities may be a factor in determining bidder's award.

Additionally, should the Contractor change physical locations in which the product to be provided to the district is stored, the Contractor shall notify the district prior to such move. The plant facilities of the successful bidder shall be accessible at all times of normal operation to inspection by a representative of the district.

19. METAL DETECTOR:

All products must be examined for the presence of metal by a detection device approved by the Food Safety and Inspection Service (FSIS). The metal detector must be capable of detecting metallic contaminants including, but not limited to, stainless steel shavings, pieces of metal from processing equipment, metal fragments from cutting knives, metal staples, and packing fasteners. The metal detection system used must have the sensitivity to detect a 1.5mm, 440 stainless steel test standard before final packaging and a 3mm, 440 stainless steel test standard after final packaging.

20. PRODUCT TESTING:

If in the opinion of the district, an item purchased on this bid does not conform to specifications or perform to the standards of the previous samples submitted, the District reserves the right to have the product tested by an independent testing laboratory. If the test shows that the product does not conform to specifications or meet the standards of the samples submitted, the cost of testing will be charged to the vendor and the contract may be cancelled. Items purchased that do not conform to specifications will be returned to contractor at contractor's expense. Contractor shall issue full credit for all items returned.

21. CONTRACTOR IDENTIFICATION:

All Contractor personnel working under the Contract shall be identified by a distinctive nameplate, emblem, patch or badge displayed on the outer garment in a visible location and approved by the District. All vehicles shall have the name of the contractor prominently displayed and must be currently licensed throughout the term of the Contract. All personnel shall be qualified and properly trained to perform the work required under the Contract as well as completing the criminal background check. Contractor shall at all times furnish and maintain a sufficient number of vehicles to perform the work of the Contract. Contractor vehicles must be kept in good repair.

22. INSPECTION AND ACCEPTANCE:

Inspection and acceptance of all products shall be at destination. Items found to be damaged or defective shall be replaced by the Contractor at no additional charge to the District. Failure to replace defective items shall be considered sufficient cause for default.

Credits shall be issued in a timely manner.

23. ADDENDA TO THE DOCUMENTS:

The Owner reserves the right to issue such addenda to the documents, as it may desire at any time prior to the time fixed for receiving bids. A copy of all such addenda will be posted to the District's website. It is the responsibility of each bidder to verify that all Addenda have been received and incorporated into the bidder's Contractor Bid. The number and date of each addendum shall be listed on the Contractor's Bid in the space provided.

24. WITHDRAWAL OF BIDS:

Any bidder may withdraw his/her bid in person only prior to the scheduled closing time for the receipt of bids. No bidder may withdraw his bid for a period of ninety (90) days after the time set for the opening thereof.

25. BID SECURITY:

Each bid must be accompanied by a cashier's check payable to the William S. Hart Union High School District or a satisfactory bid bond in favor of the District, executed by the bidder as principal and with a satisfactory surety company as surety, in an amount not less than TEN PERCENT (10%) of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the bidder will execute the contract if it is awarded to him/her in conformity with the Contract Documents and that the bidder will provide the executed Contract, Contractor's Certificate Regarding Workers' Compensation, Certificates of Insurance, and surety bond or bonds as specified within seven (7) days after notification of the award of the Contract to the bidder. In the event that an award is made to bidder and such bidder fails or refuses to execute the Contract and provide the required documents, said security shall be forfeited to the District as liquidated damages.

26. BID DEPOSIT RETURN:

Bid deposits of three or more low bidders, the number being at the discretion of the District, will be held until posting by the successful bidder(s) of the bonds and certificates of insurance required and return of

executed copies of the appropriate agreement form, at which time the deposits will be returned. In no event will bid deposits be held more than forty-five (45) days beyond award, or ninety (90) days beyond bid opening, whichever occurs first.

27. FORFEITURE FOR FAILURE TO EXECUTE CONTRACT:

In the event the bidder to whom an award is made fails or refuses to execute the Contract within seven (7) calendar days from the date of receiving notification that he is the bidder to whom the Contract is awarded, the District may declare the bidder's bid deposit or bond forfeited as liquidated damages caused by the failure of the bidder to enter into the Contract and may award the Contract to the next lowest bidder, or may call for new bids.

28. EXAMINATION OF SITE AND CONTRACT DOCUMENTS:

The failure or omission of any bidder to receive or examine any Contract Document, form, instrument, addendum, or other document or to visit the site and acquaint himself/herself with conditions there existing shall not relieve any bidder from any obligation with respect to his/her bid or to the Contract. Maps of each school site are included as Exhibit B and are provided to alleviate the assessment of individual site conditions. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

29. DEFAULT and TERMINATION:

The District reserves the right to cancel any award for any reason which is determined by the District to be detrimental to the health and welfare of students and personnel or that seriously affects the quality of service and to hold the Contractor in default if he/she has caused such condition to arise.

The District may, by written notice of default to the Contractor, terminate the whole or any part of an order under this Contract if:

- a) The Contractor fails to make delivery within the time specified
- b) The products received are of inferior quality
- c) The Contractor refuses, fails or neglects to furnish or deliver any equipment, products, materials or services at the prices bid or otherwise fails to comply with the terms and conditions of the bid

In event the Contractor fails to perform any of its obligations under this Contract, the District may terminate the Contract, and all of the Contractor's rights hereunder ended. Termination shall be effective after ten (10) days written notice to the Contractor. No new work will be undertaken after the date of receipt of any notice of termination, or five days after the date of the notice,

whichever is earlier. In the event of such termination, the Contractor shall be paid for services rendered under the Contract, up to the date of termination that has been performed to the satisfaction of the District.

Furthermore, the District may terminate the Contract in whole or in part for its convenience by giving thirty days (30) written notice of its intent.

30. INDEPENDENT CONTRACTOR:

The Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which the Contractor performs the services required of the Contractor by the terms of the Contract. The Contractor shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating the employment or agency relationship between the District and the Contractor. Terms in the Contract referring to direction from the District shall be construed as providing for direction as to the policy and the result of the Contractor's work only and not as to the means by which such result is obtained.

31. INTERPRETATION OF DOCUMENTS:

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions from the Contract Documents, he/she may email the Director of Purchasing, Leigh Hansen, requesting an interpretation or correction thereof according to the last day to request information published in the Schedule of Events. Type the bid package number in the subject line of the email and send your request to lhansen@hartsdistrict.org. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be posted to the Districts website. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.

32. ALTERNATES:

If alternate bids are called for, Bidder acknowledges the District may award the Contract to the responsible bidder submitting the lowest responsive bid. The District reserves the right to include or not include any, all or none of any alternates in the award.

33. REFERENCES:

All bidders must include a list of references when submitting their bids.

References are to be listed on the reference form included in the Required Bid Forms section of the bid package.

34. EVIDENCE OF RESPONSIBILITY:

Upon the request of the District, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, and his/her organization and plant facilities available for the performance of the Contract. The determination of whether a bidder possesses sufficient responsibility to successfully complete the Contract in the time required shall be made in the sole discretion of the District. Evidence of non-responsibility shall be grounds for rejection of the bid.

35. DISTRICT'S RESERVATION OF RIGHTS; AWARD OF CONTRACT:

The District reserves the right to reject any or all bids, or to waive any or all irregularities or informalities in any bids or in the bidding. The award of the Contract, if made by the District, will be made conditionally upon its specifications. Award of bid shall be made by individual line item or groups of line items to the lowest-priced bidder (for each item or group) who is fully responsive to the terms of this solicitation. The District may consider prompt payment discounts and other rebates offered on the bid form in determining the lowest net cost.

36. WORKERS' COMPENSATION:

In accordance with the provisions of California Labor Code Section 3700, Contractor shall secure the payment of compensation to his /her employees. Contractor shall sign and file with District the following certificate before performing the work under this Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance according to the provisions of the code, and I will comply with such provisions before starting the work of this contract." The form of such certificate is included in and made part of the Contract.

37. ANTI-DISCRIMINATION:

It is the policy of the District that in connection with all work performed under this Contract, 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, marital status, physical disability, mental disability, or medical condition. The Contractor 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 and the American

with Disabilities Act, 42 U.S.C. and 12101, *et seq.* In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him/her.

38. CONTRACT, BONDS AND CERTIFICATE OF INSURANCE:

The Contract form that the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds that he/she will be required to furnish at the time of execution of the Contract, are included in the Contract Documents and should be carefully examined by the bidder. Unless otherwise specified herein the performance and payment bonds shall be in the amount of one hundred percent (100%) of the amount of the Contract. The surety-underwriting limit must be equal to or greater than the amount of the Contract. Payment and Performance bonds must be executed by a California admitted surety insurer licensed to do business in California as defined in Code of Civil Procedure, Section 995.010, *et seq.*

39. INSURANCE:

Prior to commencing the work, the successful bidder will be required, at his sole cost and expense and, during all periods as required by the Contract, shall maintain in effect, the following policies of insurance:

- a) General Liability Insurance – A policy of commercial general liability insurance, written on an “occurrence” basis, providing coverage with not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage and must include a separate endorsement naming the District, the Governing Board of the District and each member thereof, and the District’s other officers, agents, employees and volunteers (collectively, not including the District, the “District’s agents”), individually and collectively, as additional insureds.
- b) Vehicle Liability Insurance – A policy of business vehicle liability insurance, written on an “occurrence” basis with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage. The Vehicle Liability policy shall include coverage for owned, hired and non-owned automobiles.
- c) Workers’ Compensation Insurance – Workers’ compensation insurance as required by State Law and employers liability insurance with coverage in an amount not less than \$1,000,000.

The Contractor shall maintain the insurance policies required pursuant to the Contract in effect at least until the date is one year following final payment to the Contractor pursuant to the Contract.

The insurance policies required pursuant to the Contract shall be issued by one or more insurers licensed to do business in the state and having an

A.M. Best company rating of not less than "A-" and a financial size category of "IX".

40. COMMUNICATIONS

Orders must be taken over the phone by a live person and not a recording device. Contractor is required to provide a local or toll-free number. Standing orders may be placed according to the needs of the individual school sites.

All orders must be accepted until 2PM for delivery, as identified in these documents, by the second business day. The Contractor shall have a fax machine and an e-mail address at their primary place of business.

41. FINGERPRINTING

All contractors and subcontractors will be required to comply with the provisions of Education Code, Sections 45125.1 *et seq.* regarding Pupil Safety/Fingerprinting. Prior to the Contract award by the Governing Board, the Contractor shall either certify to the District that it has complied with the provisions of Education Code Section 45125.1 or seek a waiver from those provisions on the grounds set forth in Section 45121.2 (a)(1) and (2) or that Contractor and its employees and subcontractors will have no contact with school pupils. No waiver will be granted under Education Code Section 45121.1(a)(3). The District, within its sole discretion, will decide whether a waiver is appropriate. Denial of a waiver shall not be grounds for a claim for additional compensation or delay.

Prior to the Contract award by the Governing Board, contractor shall submit the Contractor Certification, in the form provided by the District, certifying compliance with this requirement.

42. SUSPENSION AND DEBARMENT CERTIFICATION AND CERTIFICATION REGARDING LOBBYING

Contractor shall complete the Suspension and Debarment Certification and Certification Regarding Lobbying form certifying the Contractor is not currently disbarred by any Federal department or agency and the disclosure of Contractors current lobbying activities, if applicable.

43. PIGGYBACK CLAUSE

In accordance with Public Contract Code, Section 20118, price, terms and conditions of this bid shall be extended to any other district or public entity at the sole discretion of the Contractor.

44. BID PROTESTS

A bidder may protest the bidding process, another bid and/or the intended award of the Contract only by filing a written protest (each a "Bid Protest") with the District in accordance with the procedures set forth in this Section. The District will not accept or consider any oral Bid Protest (e.g., by telephone) or any Bid Protest sent via electronic transmission (e.g., e-mail). In order for a Bid Protest to be valid and be considered by the District, the Bid Protest:

- a) Must be addressed to the attention of the District's Contract Administrator and must be received by the District not later than 4:00 p.m. on the fifth business day following the opening of bids;
- b) Must clearly identify the bidder on whose behalf the Bid Protest is being filed, together with the name, address and telephone number of the person representing the bidder for purposes of the Bid Protest;
- c) Must clearly identify the specific bid, bidding process, or other matter that is the subject of the Bid Protest;
- d) Must clearly identify the specific provisions of all documents relevant to the Bid Protest;
- e) Must clearly identify and describe in detail the specific basis (or bases) for the Bid Protest and all facts relevant thereto;
- f) Must clearly identify and describe in detail all arguments in support of the Bid Protest, including, without limitation, citations to applicable statutory requirements; and
- g) Must be submitted with all documentation the bidder desires to submit that is relevant to and supports the basis or bases underlying the Bid Protest.

If a Bid Protest does not comply with each and all of the foregoing requirements, the District will reject the Bid Protest as invalid. If a bidder files a valid Bid Protest, the District and/or its legal counsel shall review the Bid Protest and all relevant information and documents and will provide a written response to the protesting bidder setting forth a recommendation for Governing Board action in response to the Bid Protest. In response to a Bid Protest, the Governing Board may decline to award the Contract, may award the Contract to a bidder other than as previously intended, or may award the Contract to a bidder as previously intended despite the Bid Protest. Such action by the Governing Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

Compliance with the foregoing Bid Protest requirements is mandatory. Each bidder that desires to protest must file its own Bid Protest in accordance with the foregoing requirements, and no bidder may rely on a Bid Protest by another bidder as a means of satisfying such requirements. Compliance with the foregoing requirements is the sole and exclusive means of protesting a bid, the

bidding process and/or the intended award of the Contract, and failure to so comply shall be deemed and construed as a waiver of any and all rights the bidder may have to pursue a claim, demand or action arising from any such matter.